



SOCIAL SECURITY

July 8, 2011

Ladies and Gentlemen:

You are invited to submit a proposal in accordance with the requirements of the enclosed solicitation number **SSA-RFQ-11-0010K**, "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 maximize their economic self-sufficiency through work opportunities. An EN shall be either an agency or instrumentality of a State (or political subdivision of the State) or a private entity that assumes responsibility for the coordination and delivery of employment, vocational rehabilitation or other support services to those beneficiaries who have assigned their Tickets to the EN.

Please carefully review the attached **Request for Quotations (RFQ)** package that explains the duties of an EN, requirements for award consideration, and directions for submitting a quotation.

NOTE: The yellow highlighted sections of the RFQ represent changes in the regulations and terms and conditions of the Employment Network program.

If you are interested in submitting a quotation, please complete ALL documents contained in Part V of this RFQ package, pages 63-75 (reference the "checklist" on page 76), and submit to the following address:

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 RFQ package.**

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

SSA staff are available to answer any questions you may have about becoming an EN and submitting a Blanket Purchase Agreement (BPA) quotation. **Please direct your questions to the Employment Network Contracts 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 – BLANKET PURCHASE AGREEMENT (BPA)

SECTION 1: THE AGREEMENT

In the spirit of the Federal Acquisition Streamlining Act, the Social Security Administration (SSA) and (contractor's name) enter into this agreement to further reduce the administrative costs of acquiring commercial items/services.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures:

Contractor Signature Date

Contracting Officer Date
Social Security Administration
Office of Acquisition and Grants
Address:

The contractor, (contractor's name) , agrees to the following terms of Blanket Purchase Agreement (BPA) # (filled in at time of award) exclusively with the Social Security Administration (SSA). All services provided under this BPA are subject to the terms and conditions noted herein.

DESCRIPTION OF SERVICES: This BPA is to provide Employment Network (EN) services to beneficiaries of SSA as described in Part III, Statement of Work.

PRICING: The contractor shall receive payments for services rendered in accordance with the terms found at Part III--Section 11, *Payments to ENs*.

DELIVERY/PLACE OF PERFORMANCE: Employment Networks shall provide services at their own facilities, as described in their quotation.

EXTENT OF OBLIGATION: This BPA does not obligate any funds. The Government is obligated only to the extent of approved payment requests from Employment Networks.

TERM OF AGREEMENT: This BPA is valid for ten years from the date of BPA award unless otherwise terminated or extended.

ORDERING PROCEDURES: The Government shall not issue call orders. A contractor's approved request for payment shall be considered the order.

PURCHASE LIMITATION: Each individual call order shall not exceed \$100,000.00.

AUTHORIZED INDIVIDUALS: Contracting Officers in SSA's Office of Acquisition and Grants (OAG) are the only persons authorized to place orders against the BPA.

REQUESTS FOR EN PAYMENT: The requirements for Requests for EN Payment are specified in Part III -- Section 11.E, *Submitting Requests for EN Payment*.

Other terms and conditions specific to this BPA and all subsequently issued call orders can be found at Section IV of this agreement.

PART II – PRICE

SECTION 1: SUPPLIES/SERVICES AND PRICE

- A. The total Firm–Fixed-Price of this BPA is \$0, wherein as 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 III--Section 11). The government does not guarantee any minimum or maximum amount of work and/or dollar value associated with this BPA.
- 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 BPA and will not be reimbursed for such costs by the government.

PART III – STATEMENT OF WORK

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) issues 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 (VR) services or other support services necessary to maximize their economic self-sufficiency through work opportunities.

SECTION 1: QUALIFICATION REQUIREMENTS FOR ENS

NOTE: One-stop delivery systems established under subtitle B of Title I of the Workforce Investment Act (WIA) of 1998 (29 U.S.C. 2811 *et seq.*) and organizations administering Vocational Rehabilitation (VR) Services Projects for American Indians with Disabilities authorized under section 121 of part C of the Rehabilitation Act of 1973, as amended (29 U.S.C. 720 *et seq.*) are deemed to have met all requirements under Part III--Section 1, of this document.

An EN **BPA offeror** must meet and maintain post-award compliance with all general selection criteria and all specific selection criteria described below.

A. General Qualification Requirements

1. Have a minimum of 2 years experience immediately preceding the date of the proposal for this solicitation (or 3 years experience during the 5-year period immediately preceding the date of the proposal for this solicitation) to provide employment, VR or other support services to individuals with disabilities.
2. Have systems in place to protect the confidentiality of personal information about beneficiaries seeking or receiving services.
3. Have the capability to provide or arrange for the delivery of a range of core services to beneficiaries throughout the EN's selected service area. At a minimum, these services shall include:
 - Career counseling
 - Job placement (including job search, job development and job placement assistance)
 - Ongoing employment support.

NOTE: Job placement services are not required for Partnership Plus cases as described in Part III--Section 4.B where the State VR Agency (SVRA) has provided job placement services and closed the case. In such cases the EN

shall provide ongoing support services, including job stabilization and retention, as well as career advancement services, as needed.

4. Be accessible to beneficiaries by providing the following:
 - For ENs that provide services to beneficiaries at physical locations, those locations must be accessible in accordance with Americans with Disabilities Act accessibility guidelines. Beneficiary access to electronic and information technology must comply with standards found in Section 508 of the Rehabilitation Act.
 - Information in alternative media and formats as appropriate.
 - Toll-free telephone access to clients living outside the EN's local telephone exchange area.
NOTE: A toll-free number is not required if the EN's service area is confined to the local telephone exchange area.
 - Voicemail telephone answering service if an EN employee is not immediately available to answer the telephone
 - Access by email.
5. Not discriminate in providing services based on a beneficiary's age, gender, **veteran status**, race, color, creed or national origin.
6. Have adequate resources, including sufficient staff and facilities, in the EN's selected service area, to provide or arrange for the delivery of services to beneficiaries.
7. Comply with the terms and conditions of the BPA with SSA, including delivering or coordinating the delivery of employment services, VR services or other support services and complying with information reporting requirements.
8. Maintain accounting procedures and control operations necessary to document contractor costs and efforts.
9. Carry general and/or professional liability insurance and, as appropriate, medical liability insurance (see Part IV--Section 3.F).

B. Specific Qualification Requirements

1. Have an applicable license or certificate if required by State law or in the absence of a State requirement, either certification or accreditation from a national rehabilitation and employment services accrediting body or documentation of a contract or agreement with a Federal or State government agency or a grant from a public or private agency to provide employment, VR or other support services to individuals with disabilities.
 - An EN shall inform SSA through the Operations Support Manager (OSM) contractor if its license, accreditation, certification, **contract or grant** is suspended or revoked or

- otherwise changed during performance of the BPA 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, certification or **contract status** may be grounds for BPA termination.
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 **and** 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 or licensing 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.
 4. **Submit subcontractors' names, addresses, and qualifications to SSA for preapproval before employing any subcontractor to provide services under this BPA. Additionally, the EN shall ensure that any subcontractors meet all of the qualification requirements found in Part III--Section 1 and the privacy and security requirements found in Part IV--Section 3 of this solicitation.**

C. Submitting Proof of Qualifications

1. To meet the required specific qualification criteria as delineated in Part III--Section 1.B. above, an offeror **must submit with their proposal at least one (1) of the following:**
 - a. A copy of the license or certification as required by State law to provide employment services, VR services or other support services **to individuals with disabilities.**
 - b. Evidence of certification or accreditation from national rehabilitation and employment services accrediting bodies (e.g., **ACRE, CARF, CRC, ICCD, USPRA, National APSE Certification Institute beginning in 2012,** or equivalent) that establishes an offeror's qualifications to provide or arrange for the provision of employment services, VR services or other support services **to individuals with disabilities.**
 - c. **Proof of a contract or an equivalent vendor agreement with a Federal agency, State VR agency (SVRA) or other State agency (e.g., State Medicaid Waiver contract, PROS certificate) or a grant from a public or private entity, to provide employment, VR or other support services to individuals with disabilities. The contract, agreement or grant must:**
 - **clearly state the period of performance and the services to be provided and**
 - **have resulted in successful delivery of employment services as documented by payments received for services rendered.**

NOTE: All licenses, certifications, accreditations and contracts/grants described under items a-c above must be:

- issued in the name of the organization or individual identified as the offeror of the proposal and
 - current at the time of BPA award.
2. In addition, the offeror shall provide a business plan that describes how the offeror's services will support a beneficiary's achievement of self-sufficiency through work (i.e., sustained work at or above the Substantial Gainful Activity (SGA) level). Any proposed changes to your business plan made subsequent to the award of an EN BPA must be approved by SSA in advance of implementation.
- a. Describe your organization, history, mission, accomplishments and corporate structure including any affiliates, subsidiaries, and subcontractors. Provide an organization chart showing current positions and current staffing numbers for each position. Provide the names, addresses, phone numbers, and resumes of key staff. If you have a website, provide the website address.
 - b. Describe the programs and services currently provided, including facilities, service area, and client/customer base. The offeror's proposal shall provide evidence that a significant level of employment services has been provided, including job placements or equivalent employment support services, for people with disabilities. These employment services must have been provided within 2 years immediately preceding the date of the proposal (or during 3 of the 5 years immediately preceding the date of the proposal). SSA reserves the right to contact people with disabilities for whom you provided employment services to verify that services were provided.
 - c. Describe in detail the changes anticipated in your organization structure, staffing, business policies, and services provided upon award of an EN agreement under this solicitation. At a minimum, describe your plans for (1) marketing your EN to Ticket-holders, (2) developing individual work plans (IWPs), (3) providing both short-term supports to assist the beneficiary with job acquisition and retention and long-term supports to help ensure job retention and the beneficiary's success in achieving and maintaining self-sufficiency through work, and (4) protecting sensitive beneficiary information.
 - d. Describe your plans for sustaining EN operations in advance of EN payments. To this end, identify any pertinent grants or funding streams.
 - e. In addition to the above, those offerors whose proposals are based solely on employing SSA beneficiaries with disabilities must demonstrate the following:
 - an active program in place for hiring and providing ongoing support to individuals with disabilities;
 - a hiring plan that assures that the beneficiary will achieve a position at a rate of pay at or exceeding SSA's rate of substantial gainful activity (SGA) within 9 months following employment; and

- a commitment to pay the beneficiary wages for work performed. Payments to beneficiaries shall NOT be contingent upon an EN's receipt of EN payments from SSA. ("Earnings" for purposes of the EN's request for payment means actual wages paid to and received by the beneficiary prior to submission of the EN's payment request. An employer EN's failure to pay a beneficiary for work performed may result in sanctions against the EN.)

NOTE: Offerors may be required to submit more detailed or additional information relating to their qualifications, the programs and services they provide, their business plan, and the level of activity in serving individuals with disabilities in addition to the documentation above.

Provide documentation of your qualifications as part of the EN Information Sheet found in Part V--Section 2, of this document.

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

1. Does not meet or maintain throughout the BPA period of performance any one of the general qualification requirements identified in Part III--Section 1.A above or
2. Has had its license, accreditation, certification, **contract, agreement or grant** suspended or revoked for reasons concerning professional competence or conduct or financial integrity or
3. Has surrendered a license, accreditation or certification with a disciplinary proceeding pending or
4. Is precluded from Federal procurement or non-procurement programs **(including failure of a key EN officer to pass a suitability determination per Part III--Section 6.F and Part IV--Section 3.H of this solicitation)** or
5. Has previously had an EN contract terminated for non-compliance or other violation of the terms of the EN contract.

In addition, the following restrictions apply to EN eligibility:

- Federal Government agencies are precluded from being ENs.
- Persons with disabilities receiving benefits under Title II and/or Title XVI of the Social Security Act cannot be ENs on their own behalf.
- **Individuals are precluded from being awarded EN agreements while simultaneously employed by SVRAs, Work Incentive Planning and Assistance (WIPA) projects, WIA organizations or other ENs.**
- **ENs are precluded from being subcontractors with any of the Ticket Program Manager contractors to perform work directly related to the Ticket Program.**

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 or to a SVRA of his or her choice.

- 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 or to a SVRA, and is eligible to assign the Ticket.
 2. Provide the beneficiary with a comprehensive explanation of the services it offers.
 3. Mutually develop with the beneficiary an **IWP**. (See Part III--Section 3, below).
 4. Initiate Ticket assignment by submitting a copy of the signed IWP to the OSM.
- 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, **veteran status**, 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: IWP REQUIREMENTS FOR ENS

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 and advance to and sustain self-supporting employment. **ENs shall develop the IWP in partnership with each beneficiary in a manner that affords the beneficiary the opportunity to exercise informed choice in selecting an employment goal and specific services needed to achieve that goal.**

Before working with a beneficiary to develop an IWP, the EN shall confirm with the OSM that the Ticket is assignable. Upon verifying assignability, the EN shall develop the IWP collaboratively with the beneficiary, including documented **one-on-one career counseling (in person or by phone). To this end, the EN must provide and document on the IWP both short-term supports to assist the beneficiary with job acquisition and retention and long-term supports to help ensure job retention and the beneficiary's success in achieving and maintaining self-sufficiency through work. **ENs will not be permitted to prepare and submit for their clients, IWPs that are not individualized, i.e., IWPs consisting entirely of pre-printed, standardized goals and supports applicable to all EN clients.****

NOTE: Individualized Plans for Employment (IPE) prepared by SVRAs, Individual Employment Plans (IEPs) prepared by one-stop delivery systems or equivalent plans prepared by organizations administering VR Services Projects for American Indians with Disabilities are acceptable in lieu of IWPs. The IPE or IEP must meet all requirements established by the U.S. Department of Education and U.S. Department of Labor, respectively.

A. IWP Requirements

At a minimum, the IWP must include the following **eight (8)** components:

1. Description of the employment goal developed with the beneficiary. This employment goal shall be clear and measurable, and consistent with the Ticket Program goal of assisting the beneficiary in achieving the beneficiary's employment goal and advancing to and sustaining self-supporting employment.
2. Description of the services and supports to be provided by or through the EN to the beneficiary to achieve the employment goal and advance to and sustain self-supporting employment in (1) above. This component should be broken out into two sections as described below:
 - a. Initial Job Acquisition and Retention Phase. This section shall include a description of the services the EN plans to provide the beneficiary to support the beneficiary's progress toward self-sufficiency; **i.e., sustained employment at or above the SGA level. Examples of services in this section include, but are not limited to, career counseling, job coaching/training and job placement.** In addition, this section shall include a goal for anticipated monthly earnings, which must be at or above the Trial Work Level (TWL). **The EN shall document the actual services provided as a condition for receiving phase 1 milestone payments (see Part III--Sections 11.E.1.e of this solicitation).**
 - b. Ongoing Support Phase. This section shall include a description of any other services the EN plans to provide the beneficiary, **in particular, those services designed to help the beneficiary sustain SGA-level employment.** Services in this section might include, but are not limited to, ongoing job supports, assistance to maintain and/or advance in employment and further job placements if required to ensure the beneficiary has an opportunity to earn wages sufficient to provide economic self-sufficiency; **i.e., employment at or above the SGA level. At a minimum, the EN shall follow up with the beneficiary quarterly to determine if the beneficiary requires any ongoing employment support. If a beneficiary states a desire for such support, the EN shall work with the beneficiary to provide the needed services or assist the beneficiary in obtaining the services. In the event the beneficiary cannot be located or requests no contact, the EN shall document the attempted contacts, which shall be recognized as**

meeting the requirement subject to SSA review and approval. In addition, an EN Services Certification Statement shall be required as a condition for receiving payments at the following payment stages--Phase 1 milestone 4, Phase 2 milestone 11, and outcomes 11 and 22 (see Part III--Section 11.E.1.d).

3. Description of any terms and conditions related to the provision of the services and supports in (2) above.
4. Statement whereby the beneficiary shall give permission to the EN to contact employers on the beneficiary's behalf to verify or obtain evidence of work and earnings.
5. Description of the beneficiary's recent earnings history for a period of up to 18 months but not less than 6 months immediately pre-dating the Ticket assignment date **if the EN anticipates billing for Phase 1 milestone payments**. While 6 months is the minimum requirement for a Ticket assignment, the full 18 months will be used to determine an EN's eligibility for phase 1 milestone payments.

NOTE: SSA, through the OSM, will provide a worksheet for documenting this earnings information to be used as an attachment to the IWP. A properly completed worksheet will facilitate timely phase 1 milestone payments (see Part III--Section 11.B.2.a, of this solicitation).

6. Statement acknowledging that the EN has informed the beneficiary of the annual progress reviews and the Timely Progress Review (TPR) guidelines.
7. The following nine (9) items relating to an EN's responsibilities to the beneficiaries for whom it provides services:
 - a. Statement that the EN may not request or receive from the beneficiary any compensation for the costs of services and/or supports included in the IWP (see Part III--Section 3.B, below).

NOTE: Should a beneficiary require training material in an alternative medium or format based on his/her disability, that material and/or access to that material must be provided free of charge.

- b. 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. Explanation of 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. 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. Copy of the completed IWP in the beneficiary's preferred format.
 - f. Explanation of the conditions under which an EN may amend the IWP or terminate the relationship, or the process for amending the IWP (the IWP may be amended if both the beneficiary and the EN agree to the change).
 - g. Statement that only qualified employees and/or providers, as described in Part III-- Section 1, Qualifications Requirements for ENs, will be used to furnish services.
 - h. Statement that if the EN arranges for any medical or related health services, those services 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.
8. Statement acknowledging that the beneficiary and the EN have engaged in a one-on-one individualized discussion involving career counseling and development of employment goals and supports in conjunction with the preparation of the IWP.

B. Services Offered Outside the IWP and EN BPA

1. The EN shall not charge for any employment support services, but is not precluded from charging for services offered outside its EN BPA with SSA; however, **an entity shall not market such services to beneficiaries under its EN BPA with SSA**. Care should be taken to ensure that beneficiaries fully understand that such services are not covered under the EN BPA and are not included in the IWP.
2. Should a beneficiary wish to purchase such services, a statement to this effect must be signed by the beneficiary and the EN representative and attached to the IWP.

EXAMPLES:

- An educational institution may offer a wide range of services and/or courses and training programs, only some of which are available at no charge to beneficiaries under the institution's EN BPA.
- An institution providing training under its EN BPA may charge a beneficiary for extracurricular material offered on an elective basis to supplement or enhance the mandatory course material provided free of charge as part of that training curriculum.
- An on-line university under its EN BPA should offer course material electronically to beneficiaries at no charge, while charging for such material in other formats.

C. Timeframe for Submitting an IWP

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, including evidence that the IWP was developed mutually with the beneficiary. 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 ENS AND SVRAS

A. EN Referrals to SVRA

1. An EN may refer a beneficiary it is serving under the Ticket Program (i.e., the EN has the Ticket assignment) to an SVRA for services if the SVRA and the EN have a signed agreement describing the conditions under which the SVRA will provide services under the Ticket Program.
 - The SVRA and the EN shall sign this agreement before the EN refers any beneficiary to the SVRA for services.
 - Without an agreement in place the EN **shall not** actively or passively (i.e., any statements understood by the beneficiary as directing them to SVRAs) refer a beneficiary to an SVRA for services.
 - Failure to comply with this provision may result in sanctions against the EN, including possible unassignment of any Ticket assigned inappropriately.
2. Normally the agreement should be broadly worded so that it applies to all beneficiaries that the EN may refer to the SVRA. However, an EN and an SVRA may wish to enter into specific agreements to meet the needs of individual beneficiaries.
3. The EN shall submit, within 2 weeks of signing, a copy of this agreement to the OSM.

B. Partnership Plus

An arrangement under the Partnership Plus model whereby the SVRA refers closed cases to an EN for ongoing beneficiary support services does not require a written agreement per 4.A above.

C. Resolving Agreement Disputes Between the EN and SVRA

If a dispute arises under the agreement between the EN and an SVRA, the following steps would be used to resolve the dispute:

1. The EN and the SVRA shall 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 SVRA 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 SVRA'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 SVRA does not agree with the OSM's recommendation, the EN or the SVRA 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: EN RESPONSIBILITIES TO TICKET PROGRAM BENEFICIARIES

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

- A. The EN shall 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.
- B. The EN shall have engaged in one-on-one career counseling to support the development of individualized employment goals and supports in conjunction with the preparation of the IWP as discussed in Section 5.C below.
- C. The EN shall develop and implement an 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.
- D. The EN shall not charge for services provided to a beneficiary under an IWP. (See Part III-- Sections 3.A.7.a and 3.B, above.)
- E. The EN shall 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.

- F. The EN shall inform the beneficiary of the availability of free protection and advocacy services under SSA’s Protection and Advocacy for Beneficiaries of Social Security (PABSS) program. The EN shall provide the beneficiary with the contact information for the State protection and advocacy system.
- G. The EN shall explain the process for resolving any disputes between the EN and the beneficiary. (See Part III--Section 8, below.)
- H. The EN shall inform the beneficiary of the annual progress reviews and the TPR guidelines.
- I. 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.
 - EN may unassign the Ticket at any time if the EN is no longer willing or able to provide services to the beneficiary.
 - Beneficiary will be excused from a medical review by SSA while participating in the Ticket Program if the beneficiary makes expected levels of progress with work, education or technical training in accordance with TPR guidelines.
 - Beneficiary shall have complete access to information in an EN’s records concerning that beneficiary. The EN shall allow the beneficiary to view the records at the EN’s 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 EN shall provide the beneficiary with a copy of the IWP in an accessible format chosen by the beneficiary.
 - Beneficiary may request amendments to the IWP. However, the beneficiary and the EN shall mutually agree to any IWP amendments. The EN shall provide to the beneficiary in writing an amended version of the IWP.

SECTION 6: PRIVACY AND SECURITY REQUIREMENTS FOR ENS

The EN shall protect the privacy and confidentiality of the information it receives from SSA’s beneficiary records, either directly from SSA or from the beneficiary, in accordance with the agency specific clause, **Protecting and Reporting the Loss of Personally Identifiable Information (PII): Responsibilities Concerning Individual Employees (DEC 2008)**, as shown under Part IV--Section 3.L, of this solicitation.

- A. Use and access beneficiary information only for the purposes of SSA’s Ticket Program.
- B. Dispose of beneficiary information in a safe and secure manner.

- C. Do not duplicate or disseminate beneficiary information outside the EN’s organization.
- D. Provide physical safeguards for protecting the security of beneficiary information, including restricting access only to authorized employees and officials who have received their security clearance and who need the information to perform their official duties in connection with SSA’s Ticket Program in accordance with the applicable standards for security controls that are established in the **Federal Information Security and Management Act (FISMA)**, as addressed in Part IV--Section 3.I, of this solicitation.
- E. Store beneficiary information in a physically secure area and assure that it cannot be accessed and retrieved by unauthorized personnel by means of computer, remote terminal or other electronic means.
- F. Ensure that all personnel who have access to beneficiary information have met the security and suitability requirements addressed under Part IV--Section 3.H of this solicitation and advise them of the:
- Confidential nature of the information
 - Safeguards required to protect the information
 - Applicability of the Privacy Act to Government contractors, including the criminal and civil sanctions for noncompliance.
- G. Ensure that all EN employees have complied with SSA’s security awareness and FISMA training requirements addressed under Part IV--Section 3.I.3 and Section 3.J, of this document, respectively.
- H. Allow SSA and other Federal oversight agencies, and/or contractor representatives of these agencies, to make on-site inspections or other arrangements for reviewing/auditing the EN’s compliance with the terms of this solicitation as found in this section and Part IV--Section 3.K.(k) of this solicitation, to ensure that adequate safeguards are being maintained.

SECTION 7: EN TRAINING

- A. The EN will be provided web-based start-up and ongoing training necessary for performing the duties and responsibilities required under the Ticket Program. The requisite training will be available on the OSM’s website at www.yourtickettowork.com/training or through monthly interactive telephone training modules. The EN shall notify the OSM upon completion of the requisite training within 30 days following award of the EN agreement.
- B. At a minimum, such training shall cover the following:
- Overview of the original statute establishing the Ticket Program and subsequent applicable legislative amendments, rules and regulations
 - Overview of the Ticket Program including specific program requirements
 - EN’s program responsibilities and performance expectations under the BPA
 - Ticket Program operations and processes

- Protocols through which the EN's BPA with SSA will be administered by the OSM
 - Requesting Ticket assignments and guidelines for developing an IWP
 - WIPA program and the role of the WIPA projects, including the benefits of EN-WIPA partnerships
 - Work Incentives Seminars (WISE) and other outreach efforts to link ENs with beneficiaries with disabilities
 - Beneficiary rights and responsibilities
 - PABSS program and the role of the State protection and advocacy system
 - Partnership Plus
 - Selecting payment options and requesting EN payments
 - Employee suitability, system security and protection of PII
 - Timely progress reviews
 - EN capitalization
 - Documentation and reporting requirements
 - Basics of work incentives.
- 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 shall **not** initiate services to beneficiaries prior to completion of the start-up training cited above.

SECTION 8: DISPUTE RESOLUTION

A. Resolving Disputes Between Beneficiaries and ENs

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 the 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 the beneficiary that if an acceptable resolution to the dispute cannot be reached, the EN shall refer the dispute to the OSM. The EN shall submit to the OSM within 5 working days all relevant information and evidence pertaining to the dispute. 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 shall provide the EN a written recommendation to resolve the dispute.

4. The OSM shall refer to SSA for resolution those disputes that that the OSM cannot resolve. SSA will make the final administrative decision.
5. An EN shall remind the beneficiary of the availability of free protection and advocacy services under SSA’s PABSS program (see Part III--Section 5.F).
6. Either the beneficiary or the EN may terminate the Ticket assignment if unwilling to accept decision throughout any stage of the dispute resolution process.
7. 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, the revised determination could affect an EN's entitlement to payment for the period(s) covered by the determination. If such a determination results in an overpayment to the EN, SSA will not seek to recover the amount of the overpayment.
 - 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 ENs 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 shall 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 EN PERFORMANCE

SSA will review the results of the work performed by each EN for each calendar year in order to conduct effective quality assurance of the services **provided to SSA beneficiaries.**

A. SSA will evaluate each EN’s individual performance at the end of each calendar year and calculate performance ratings based on the following criteria:

- Provision of the services identified in the IWP.
- Employment results for beneficiaries including job placement and retention rates, achievement of timely progress benchmarks and support of some beneficiaries to achieve financial independence (exit the rolls with earnings at or above SGA).
- Provision of ongoing employment supports as required.
- Beneficiary’s overall satisfaction with the EN’s services.

ENs that are significantly below the mean will be subject to sanctions.

B. SSA will make available to each EN and the public an annual **report card comprised of the EN’s performance and outcome data from the Annual Performance and Outcome Report (APOR) as described in Part III--Section 10.B below and beneficiary satisfaction ratings. The EN shall provide a copy of its most recent report card to prospective clients.**

C. SSA may review **at any time an EN’s business practices and methods, payment request patterns and/or payment history, as well as the job retention rates of beneficiaries served to determine if the EN is effectively supporting beneficiaries in achieving and retaining self-supporting employment.**

1. SSA reserves the right to suspend temporarily Ticket assignments and/or payments during this review period.
2. **A negative determination following any review may result in sanctions against the EN, including probation, suspension or termination depending upon the severity of the problem and the possibility of remedial action.**

SECTION 10: EN REPORTING REQUIREMENTS

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

A. General Requirements

The EN shall:

- Identify to the OSM each Ticket it accepts
- Submit to the OSM a copy of each signed IWP
- 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 SVRAs regarding the conditions under which the SVRA 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 the beneficiary's unassignment of the Ticket 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. Annual Performance and Outcome Report (APOR)

1. The EN shall provide to the OSM on no less than an annual basis, in a format prescribed by SSA, an APOR. The APOR shall provide information on outcomes achieved by the EN with respect to services offered by the EN to beneficiaries.
2. Data provided in the APOR, along with beneficiary satisfaction data, will be incorporated into an EN Report Card, as explained in Part III--Section 9.B above.
3. If SSA has not prepared a report card for an EN, the EN shall provide a copy of its most recent APOR to prospective clients.

C. EN Financial Reports

1. Upon request, the EN shall 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. Upon request, the EN shall provide other fiscal documentation that may be required as a result of regulation or statute.

D. BPA Changes

1. Should the EN wish to change any BPA terms and conditions, it shall make a written request to SSA for such a change, including the items identified in Part V (EN Quotation Documentation Requirements).
2. If SSA agrees to the change, it will modify the BPA terms and conditions accordingly.
3. SSA will notify the OSM of any changes to the terms and conditions.

SECTION 11: PAYMENTS TO ENS

An EN can elect to be paid under one of two payment systems: either an outcome payment system or an outcome-milestone payment system, as described below (**please select your payment system under paragraph O of the EN Information Sheet (Part V--Section 2)**).

A. Selection of Payment System

The EN will be paid in accordance with the payment system elected in its proposal. SSA will allow 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 each calendar year.
2. Any change in the elected EN payment system will apply to Ticket assignments after the EN's change in election becomes effective. The EN's earlier elected payment system will continue to apply to all Tickets assigned prior to the change in election.

NOTE: An EN shall not unassign and have the beneficiary reassign a Ticket in order to circumvent this rule.

3. All requests to change an EN's payment election shall be made to the OSM. **The change will become effective with the first day of the month following the month the change request is entered into SSA's system.**

B. Requirements for EN Payments

1. Requirements for Outcome Payments
 - a. SSA will pay an EN up to 36 monthly outcome payments for outcomes achieved by Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI) beneficiaries receiving SSDI benefits concurrently, or up to 60 monthly outcome payments for SSI disability beneficiaries who have assigned their Tickets to the EN.
 - b. SSA will pay an EN a monthly outcome payment for an individual who has assigned his/her Ticket to the EN, provided that all monthly outcome payments have not been made on the Ticket, and the individual:
 - Has gross earnings from employment (or net earnings from self-employment) in that month that are more than the SGA threshold amount and
 - Federal cash disability or blindness benefits from SSA have been suspended or terminated for that month because of work or earnings.
 - c. An EN may submit a request for payment for outcome payment months at any time following the close of a payment month(s). The request must include proof of the

beneficiary's work or earnings. 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.

2. Requirements for Outcome-Milestone Payments

Milestone payments under the outcome-milestone payment system are available in two payment phases (i.e., Phase 1 and Phase 2), in addition to subsequent outcome payments.

a. Phase 1 Milestones

SSA will pay an EN for up to 4 milestones achieved by a beneficiary after he/she has assigned his/her Ticket to the EN, although there are certain factors that can impact an EN's eligibility for Phase 1 milestone payments. **First**, all Phase 1 milestones require that the beneficiary work at or above the TWL earnings amount. **Second**, the work must be associated with a real job. Consequently, paid vocational training with no record of continued self-supporting employment will not meet the criteria for payment. **Third**, no Phase 1 milestone payments will be available to an EN if the beneficiary previously was served by an SVRA and was rehabilitated; i.e., was working at the time the SVRA closed the case. **Fourth**, Phase 1 milestone payments may not be available to an EN if the beneficiary achieved that milestone within the most recent 18-month period prior to the Ticket assignment, as explained below. **Fifth**, the EN must provide career counseling and job placement and retention services during Phase 1. ENs must submit a summary of services provided since the last milestone payment with each Phase 1 milestone request. The summary should include the date of service, duration, type of service and staff providing the service.

- Phase 1 milestone 1 is payable when a beneficiary begins a job and has gross earnings at or above the TWL (see <http://mwww.ba.ssa.gov/OACT/COLA/twp.html>) for one calendar month. An EN may request a Phase 1 milestone 1 payment when a beneficiary earns at least 50% of the monthly TWL earnings amount during the first month of employment, as long as the monthly salary would normally constitute TWL earnings or the beneficiary is expected to achieve a full month of TWL earnings within the subsequent 2 months. However, if earnings reported for Phase 1 milestone 1 do not represent TWL earnings, SSA shall require that the EN submit an explanation along with the payment request. Phase 1 milestone 1 **will not be available** if the beneficiary has worked above the TWL in the calendar month prior to the beneficiary's first assignment of his/her Ticket.

NOTE: The Notice of Proposed Rulemaking dated August 13, 2007, expressed the intention to pay an EN based on a beneficiary earning 2 weeks of TWL earnings in a calendar month. SSA's earnings records reflect only monthly earnings, not weekly earnings; therefore, for administrative ease, we made a change in the final regulation that allows SSA to make payment of the first Phase 1 milestone when our records show that the beneficiary has earnings of

at least 50% of the TWL earnings amount in the first month for which payment is requested. However, the beneficiary's job still must meet the requirement in the regulations for TWL earnings. This flexible approach allows ENs to earn the first milestone payment when a beneficiary starts a TWL job other than at the beginning of a month or works fewer hours during the first month of a job in order to build his/her stamina. However, to simplify the payment process for Phase 1 milestone 1, it is recommended that an EN wait until the beneficiary earns a full month of TWL earnings before submitting a payment request.

- Phase 1 milestone 2 is payable after the beneficiary works and has gross earnings at or above the TWL earnings amount for 3 out of 6 months. Phase 1 milestone 2 **will not be available** if the beneficiary has worked above the TWL in 3 out of 6 months prior to the beneficiary's first assignment of his/her Ticket.
- Phase 1 milestone 3 is payable after the beneficiary works and has gross earnings at or above the TWL earnings amount for 6 out of 12 months. Phase 1 milestone 3 **will not be available** if the beneficiary has worked above the TWL in 6 out of 12 months prior to the beneficiary's first assignment of his/her Ticket.
- Phase 1 milestone 4 is payable after the beneficiary works and has gross earnings at or above the TWL earnings amount for 9 out of 18 months **and the EN has completed at least half of the services agreed to in the IWP**. To request payment of Phase 1 milestone 4, the EN must report on the services provided and must have completed at least half of the services committed to in the IWP. Phase 1 milestone 4 **will not be available** if the beneficiary has worked above the TWL in 9 out of 18 months prior to the beneficiary's first assignment of his/her Ticket.

No Phase 1 milestone payments will be available to an EN if the beneficiary previously received services from an SVRA and was rehabilitated; i.e., was working at the time the SVRA closed the case.

b. Phase 2 Milestones

SSA will pay an EN for up to 11 milestones for a beneficiary receiving SSDI (Title II) or SSDI/SSI concurrent benefits or up to 18 milestones for a beneficiary receiving SSI disability benefits (Title XVI). Phase 2 milestone payments are payable for months in which the beneficiary has work and gross earnings that exceed the SGA earnings level and the beneficiary is in current pay status (i.e., still receiving a monthly check). The SGA threshold amount is recomputed each year and can be found at <http://www.ssa.gov/OACT/COLA/sga.html>.

c. Outcomes Following Milestone

SSA will pay an EN up to 36 monthly outcome payments for outcomes achieved by SSDI and SSDI/SSI concurrent beneficiaries or up to 60 monthly outcome payments for SSI disability beneficiaries.

d. Reconciliation Payments

Reconciliation payments are sometimes available to an EN who has elected to serve beneficiaries under the outcome-milestone Payment System. These payments will be available if a beneficiary's outcome payment period begins before all Phase 1 and Phase 2 milestones have been attained. The reconciliation payment will equal the total amount of the milestone payments that were available when the Ticket was first assigned, but that were not paid before the outcome period began. The reconciliation payment will be based on the Payment Calculation Base (PCB) for the calendar year in which the first month of the beneficiary's outcome period occurs. (see Part III--Section 11.C below). The payment will be made when the EN has qualified for 12 outcome payments.

C. EN Payment Calculations

1. The amount SSA will pay an EN under either payment system is based on milestones and/or outcomes achieved, not the specific costs of services rendered.
2. Payment amounts are calculated based on a percentage of the PCB, which is the prior year's national average disability benefit payable under either of SSA's two disability programs.
3. SSA calculates two PCBs each year, one for SSI and one for SSDI. The PCBs can be found at: <http://www.ssa.gov/OACT/COLA/pcb.html>.
4. The SSI PCB is used for computing the payment due an EN for serving a Title XVI beneficiary, while the SSDI PCB is used for computing the payment due an EN for serving a Title II or Title II/Title XVI concurrent beneficiary.

D. Conditions for Receipt of Payments

1. If the EN's BPA is terminated or otherwise ended prior to the beneficiary's achievement of a milestone or outcome, the EN will not receive any payment for the milestone or outcome (nor be entitled to any compensation or payment for the costs of services provided to the beneficiary per Part III--Section 11.C.1 above), even if subsequent work performed by the beneficiary would have qualified the EN for a payment had the agreement not otherwise been terminated or ended.
2. If two ENs serve the same Ticket Holder due to change in Ticket assignment (or an SVRA functioning as an EN and another EN serve the same Ticket Holder), the EN that first had the Ticket assignment may be entitled to a portion of any future Ticket payments. In some instances, the two ENs will have a written agreement (or come to an

agreement) that spells out how the EN payments will be split. If no such agreement exists, the OSM will decide how the EN payments should be split based on the services provided by each EN and how those services contributed to the Ticket Holder's attainment of the specific milestone and/or outcome payments being requested. The OSM's decision will be based on information provided by the EN through submission of a completed form SSA-1401 (EN Split Payment Request Form). This form is available from the OSM.

E. Submitting Requests for EN Payment

1. The EN shall send requests for either milestone or outcome payments, along with evidence of the beneficiary's work or earnings and other information as required, to the OSM **on an EN Payment Request Form available from the OSM.**
 - a. The EN shall provide evidence of the beneficiary's work or earnings. Such evidence may include evidence provided by the beneficiary (e.g., an original, unaltered copy of the beneficiary's pay slip) or 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 official). (See Part III--Section 3.A.4 related to obtaining beneficiary permission to contact employers for evidence of work and earnings.)
 - b. For a beneficiary who is self-employed, the EN shall obtain evidence of the beneficiary's work activity or earnings from the beneficiary. Such evidence may include a signed statement from the beneficiary with a monthly breakdown of earnings and expenses.

NOTE: A payment request form for self-employed beneficiaries is available from the OSM contractor.

- c. If an EN is unable to obtain primary or secondary wage evidence, other options may be available to verify the beneficiary's earnings. In such instances, if SSA is able to verify the beneficiary's earnings in SSA's databases, SSA will make any payments due provided the EN has met other requirements for payment.
- d. **At designated intervals in the payment cycle, the EN shall attest to having provided services to the beneficiary by completing and signing the EN Services Certification Statement available from the OSM. The EN shall attach the EN Services Certification Statement to the EN Payment Request Form for Phase 1 milestone 4, Phase 2 milestone 11, outcome 11 and outcome 22.**
- e. **With each payment request for a Phase 1 milestone, the EN shall provide on the EN Payment Request Form a description of the services provided the beneficiary in accordance with the services outlined in the IWP for Phase 1. SSA will delay until Phase 1 milestone 4, a Phase 1 milestone payment for which the EN cannot provide a description of the services. Once a Phase 1 milestone payment is delayed, no**

subsequent Phase 1 milestones can be paid until Phase 1 milestone 4. In order to receive delayed payments at Phase 1 milestone 4, the EN shall include with the EN Services Certification Statement, the beneficiary's **signed** statement that he/she was satisfied with the services provided.

2. The OSM will receive and review the EN's request for payment, services provided and evidence of the beneficiary's work or earnings.
 - a. If the OSM finds sufficient information has not been provided by the EN, the OSM will inform the EN and afford the EN an opportunity to take corrective action.
 - b. If the OSM finds sufficient information has been provided, the OSM may make the payment or forward the payment request and work documentation to SSA.
3. When SSA receives the payment request, SSA will evaluate the evidence of the beneficiary's work or earnings 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 as identified by the EN's Central Contractor Registration (CCR) record. Any change to the EN's designated financial institution shall be submitted by the EN, via an update to their CCR record.

F. EN Overpayment Policies and Procedures

EN overpayments can result from a variety of causes, including adjudicative errors, systems problems and/or limitations, and utilization of administrative efficiencies such as Auto-Pay and Certification Payments.

1. When SSA becomes aware of an overpayment, an overpayment notice will be sent to the EN explaining the circumstances and the amount of the overpayment.
2. The EN will have 30 days from the date on the notice to dispute the determination and submit additional evidence or to select one of the following repayment options:
 - a. Payment in Full;
 - b. Payment Recovery - If the EN is currently receiving payments for the overpaid Ticket, the EN can request that the overpayment be recovered from future payments on that Ticket; or
 - c. Installment Payments – If the overpayment is more than \$2,500 and payment in full would create a financial hardship for the EN, the EN can repay the overpayment in 3-6 monthly installments.

NOTE: If an appeal by a beneficiary regarding entitlement or eligibility for disability benefits results in a revised determination, the revised determination could affect an EN's entitlement to payment for the period(s) covered by the determination. If such a determination results in an overpayment to the EN, SSA will not seek to recover the amount of the overpayment (see Part III--Section 8.A.8, of this document).

3. If the EN does not respond to the overpayment notice in a timely fashion, SSA will suspend all Ticket payments due the EN. Failure to resolve overpayments or repeated payment suspensions may result in termination of the EN's BPA and/or further recovery action.

SECTION 12: STATUTORY/REGULATORY UNDERSTANDING AND COMPLIANCE REQUIREMENTS

An offeror shall agree to comply with certain additional conditions in order to be awarded a BPA under this EN solicitation. Specifically, by signing the Standard Form 1449, *Solicitation/Contract/Order for Commercial Items* (Part V--Section 1 below), the offeror attests to the fact that the offeror:

- A. Agrees to participate in SSA's Ticket to Work and Self-Sufficiency Program and abide by all the requirements of this solicitation and all the terms and conditions of the BPA once awarded;
- B. 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 regulations (20 CFR Part 411);
- C. Has read and understands this solicitation, and all attached addenda and amendments thereto (if any);
- D. Agrees to comply with all of the statutory requirements and Federal regulations governing SSA's Ticket to Work and Self-Sufficiency Program;
- E. 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
- F. Agrees that any provider(s) with which the EN subcontracts meets **all** of the qualification requirements found in Part III--Section 1, and the privacy and security requirements found in Part III--Section 6, of this solicitation.

PART IV – BPA CLAUSES

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

This BPA 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>.

52.204-9 -- Personal Identity Verification of Contractor Personnel (SEP 2007)

52.224-1 -- Privacy Act Notification (APR 1984)

52.224-2 -- Privacy Act (APR 1984)

SECTION 2: ADDITIONAL CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION

a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at [Subpart 32.11](#)) for the same concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and

- through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this agreement and is not a substitute for a properly executed contractual document.
- (g)
- (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#) of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in this agreement will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

SECTION 3: AGENCY SPECIFIC TERMS AND CONDITIONS

A. Period of Performance

The period of performance of this BPA shall be ten (10) years from the date of BPA award.

B. Designation of Government Contracting Officer

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

C. Designation of Contracting Officer's Technical Representative (COTR)

1. The individual named below is hereby designated as the COTR. If an alternate COTR is also listed below, that person will serve in the COTR's stead when the COTR is unavailable. The COTR is responsible for the technical administration of this BPA in accordance with the provisions of the clause included herein entitled, Section 5.D Technical Direction. All correspondence that in any way concerns the technical direction of this BPA shall be submitted in writing directly to the COTR via email at ENcontracts@ssa.gov.

COTR:	Cindy Barcelles
Address:	Office of Employment Support Programs 6401 Security Boulevard 107 Altmeyer Building Baltimore, MD 21235-6401
Alternate COTR:	Theresa Shilling (address same as above)

2. The COTR or his/her authorized representative shall be responsible for coordinating with the contractor the technical aspects of the BPA. The COTR is not authorized to make any changes, which affect the BPA amount, terms or conditions. The contracting officer is the only person with the authority to act as agent of the Government under this BPA. 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 BPA; or (5) otherwise change any terms and conditions of this BPA.

D. Technical Direction

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

1. Directions to the contractor that redirect the BPA 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.
2. Provision of information to the contractor, which assists in the interpretation of specifications or technical portions of the work description.
3. Review and, where required by BPA, approval of reports and/or technical information to be delivered by the contractor to the Government under the BPA. Technical direction must be within the general scope of work stated in the BPA. The COTR 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 BPA; (2) constitutes a change as defined in the agreement clause entitled, "Changes;" (3) in any manner causes an increase or decrease in the total estimated BPA cost, fixed fee or time required for the BPA performance or (4) changes any of the expressed terms, conditions or specifications of the BPA.

All technical directions shall be issued in writing by the COTR 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 COTR 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 COTR is within one of the 4 categories as defined in Section 5.D.3 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 BPA accordingly. Upon receiving such notification from the contractor, the contracting officer shall issue an appropriate BPA 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 BPA. 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 BPA action to be taken with respect thereto, shall be subject to the provisions of the BPA clause entitled, "Disputes."

E. Permits and Licenses

In performance of work under this BPA, 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 BPA concerning permits, licenses or other legal requirements.

NOTE: The EN contractor is precluded from using SSA's official logo to represent the EN in anyway, including correspondence, marketing material, and web sites. The EN may use the official logo for the Ticket to Work Program.

F. Indemnification and Liability Insurance

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

1. The contractor is required to maintain during the entire term of this BPA insurance coverage as explained below and in Part V--Section 2.Q of this solicitation.
 - (a) All contractors are required to maintain either general liability or professional insurance with a minimum coverage of \$500,000 per occurrence.
 - (b) In addition, contractors who provide health care services are required to obtain medical liability insurance with a minimum coverage of \$500,000.
2. **The contractor shall submit proof of insurance before a BPA will be awarded.** Such proof may consist of any of the following:
 - (a) certificate of insurance issued by the insurance company, agent or broker
 - (b) copy of the insurance policy;
3. Liability insurance may be either on 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 BPA 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.
 - (a) 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 BPA, under either 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 must submit evidence of current liability insurance coverage with their APOR.**
 - (b) 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.

NOTE: One-stop delivery systems established under subtitle B of Title I of the Workforce Investment Act of 1998 (29 U.S.C. 2811 et seq.), organizations administering VR Services Projects for American Indians with Disabilities authorized under section 121 of part C of the Rehabilitation Act of 1973, as amended (29 U.S.C. 720 et seq.) and instrumentalities of a State (or political subdivision of a State) are exempt from submitting proof of insurance but must comply with the insurance requirements identified above and in Part III--Section 1.A.9, of this solicitation.

G. 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 SSA 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 BPA.

H. EN Security and Suitability Requirements (June 2011)

a. Acronyms and Definitions

- **Access to a facility, site, system, or information** means physical access to any Social Security Administration (SSA) facility or site, logical access to any SSA information system, or access to programmatic or sensitive information.
- **CO - Contracting Officer**
- **Contractor** – In this clause, this term means any entity that has a relationship with SSA because of this contract. This term includes, but is not limited to, corporations, limited liability partnerships, and individuals.
- **CPOC** – Company Point of Contact as specified by the contract
- **CPSPM** – Center for Personnel Security and Project Management
- **COTR** – Contracting Officer’s Technical Representative
- **Contractor Employee** – In this clause, this term means a person hired by an SSA contractor to provide services in exchange for compensation.
- **PIV** – Personal Identity Verification
- **Subcontractor** – In this clause, this term means any entity that has a relationship with SSA’s contractor because of this contract. This term includes, but is not limited to, corporations, limited liability partnerships, and individuals.

- **Subcontractor Employee** - In this clause, this term means a person hired by a subcontractor to provide services in exchange for compensation.
- **eQIP** - Electronic Questionnaire for Investigations Processing

b. Purpose

This clause provides SSA's policies and procedures concerning the conduct of background investigations (i.e. suitability determinations). The purpose of these investigations is to determine the suitability of contractors, contractor employees, subcontractors, and subcontractor employees who need access to an SSA facility, site, system, or information. If applicable, the clause also describes the process to obtain a PIV credential.

c. PIV Credentials

A PIV credential will be required for:

- Any contractor, contractor employee, subcontractor or subcontractor employee requiring access to a SSA information system or routine, unescorted access to a SSA facility or site for a period of six months or more.(See Part IV--Section 3.H. k below for more information.)

A PIV credential will not be required for:

- Any contractor, contractor employee, subcontractor or subcontractor employee requiring escorted access to a SSA facility or site for less than six months.
- Any contractor, contractor employee, subcontractor or subcontractor employee requiring infrequent escorted access to a SSA facility or site, even if the access may be longer than six months. For example, contractors or contractor employees who provide infrequent facilities/equipment maintenance or repair, conduct onsite shredding, etc.

NOTE: EN and EN subcontractor employees are not required to obtain PIV credentials. However, a background investigation is required any time a contractor, contractor employee, subcontractor or subcontractor employee requires any type of access to a facility, site, system or information regardless of whether or not a credential is required. Consequently, a suitability determination (see Part IV--Section 3.H.j below) is required for all EN and EN subcontractor employees with access to SSA beneficiary PII.

The contractor is required to include the substance of this clause in any subcontract where subcontractors and subcontractor employees will have similar access as described in the preceding paragraphs. However, the contractor is responsible for obtaining all of the required forms (see Part IV--Section 3.H.g-i below) from its subcontractors and the subcontractors' employees, reviewing these forms, and submitting them to SSA. Subcontractors and subcontractors' employees shall not submit forms directly to SSA.

d. Authorities

- Homeland Security Presidential Directive 12

- [Office of Management and Budget Memorandum M-05-24](#)
- [The Crime Control Act of 1990, Public Law 101-647](#), subtitle E, as amended by Public Law 102-190 (for childcare center security requirements)
- [Executive Orders 10450](#) and [12968](#) and Title 5, Code of Federal Regulations (CFR), Parts [731](#), [732](#) and [736](#) (for positions assigned a “National Security” designation)

e. Background Investigation and Adjudication Process

The background investigation and adjudication processes are compliant with 5 CFR 731.

f. Listing of Applicants

Following award of this agreement, the CPOC will provide to SSA/CPSPM an applicant listing (i.e., cover sheet) of all individuals for whom the contractor is requesting a suitability determination (i.e., background investigation). This listing should include the contractor’s name, the contract number, the CPOC’s name, the CPOC’s contact information, each applicant’s full name, each applicant’s Social Security number (SSN), each applicant’s date of birth, and each applicant’s place of birth (must show city and state if born in the United States (U.S.) OR city and country if born outside of the U.S.). The background investigation process does not start until the CPOC submits this applicant listing; therefore, the CPOC should submit the listing as soon as practical after award.

Submit the applicant listing via U.S. Mail to the address located in Part IV--Section 3.H.i OR via fax to 410-966-0640.

g. Required Forms

1) eQIP

SSA will initiate the eQIP process using the applicant listing provided by the CPOC. SSA will email notification to the CPOC that each applicant has been invited into the eQIP website to electronically complete their background investigation form. The CPOC will provide the website to the applicants to complete their eQIP form. The applicant will have up to seven (7) calendar days to complete the eQIP form. The seven-day timeframe begins once SSA notifies the CPOC of the eQIP invitation(s). The applicant must print the signature pages of the form (pages 5 and 6 for Standard Form (SF) 85; pages 7-9 for SF 85P), sign the signature pages, and then provide the signed originals to the CPOC.

2) Paper Forms

- **Two (2) Field Division-258 charts, *Applicant Fingerprint Chart*** (The CO will provide the FD-258 charts at the time of contract award.)
NOTE: The contractor will be responsible for obtaining and providing acceptable fingerprints for use by SSA. Regardless of the method used to fingerprint contractors, contractor employees,

subcontractors or subcontractor employees (electronic capture or ink), the only acceptable fingerprint chart is the FD-258.

- **Optional Form 306, Declaration for Federal Employment**
<http://www.opm.gov/forms/html/of.asp>
- **Fair Credit Reporting Act Authorization Form**
[Federal Investigations Notice: 98-02](#)
- **Original signed and dated eQIP Signature Pages** (See Part IV--Section 3.H. g.1 above)
- **If the contractor, contractor employee, subcontractor or subcontractor employee is not a U.S. Citizen**, the individual must provide SSA with a legible photocopy of his or her work authorization permit and Social Security card.

h. **Forms Completion**

The CPOC must ensure **all paper forms are fully completed and signed prior to submission to SSA.** The fingerprint charts and all paper forms must be legible or typed in black ink and all signatures must be in black ink. There must be no “breaks” in residences or employment. SSA requires complete addresses, including zip codes and phone numbers. SSA must receive forms within 30 days of signature and date.

SSA will return forms not fully completed to the CPOC. To ensure the forms are completed correctly, obtain a sample of a properly completed form at the following website: http://www.ssa.gov/oag/acq/Sample_Security_Requirement_Docs%20.pdf. Access information related to the eQIP process at: [e-QIP - Quick Reference Guide for the Applicant.](#)

i. **Forms Submission**

The CPOC shall submit **one cover sheet** to the SSA/CPSPM containing the names of all of the individuals for whom the contractor is submitting completed paperwork. This cover sheet should include the contract number, each applicant’s full name, each applicant’s SSN, each applicant’s date of birth, and each applicant’s place of birth. Submit this cover sheet along with the completed paper forms and two FD-258 fingerprint charts for each applicant to:

SSA
CPSPM Suitability Team
6401 Security Boulevard
Room 1260 Dunleavy Building
Baltimore, MD 21235

Simultaneously, the CPOC must submit a copy of the cover sheet ONLY to the ENCT at:

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

The CPOC must submit the paper forms **at least 15 days prior to the date work is to begin**. For new contract employees, subcontractors or subcontract employees (i.e., those who had not previously received a suitability determination under this contract) who will need access to a SSA facility, site, information or system, the contractor must submit these forms at least 15 days prior to beginning work under the contract.

j. Suitability Determination

A Federal Bureau of Investigation fingerprint check will be used as part of the basis for making a suitability determination. This determination is final unless information obtained during the remainder of the full background investigation, conducted by the Office of Personnel Management, is such that SSA would find the individual unsuitable to continue performing under this contract. CPSPM will notify the CPOC, COTR, and CO of the results of these determinations.

No contractor, contractor employee, subcontractor or subcontractor employee will be allowed access to a SSA facility, site, information or system until CPSPM has issued a favorable suitability determination for that contractor, contractor employee, subcontractor or subcontractor employee.

A contractor is not entitled to an equitable adjustment of the contract because of an unfavorable suitability determination(s). **Additionally, if SSA determines that the number or percentage of unfavorable determinations make successful contract performance unlikely, SSA may terminate the contract for cause or default.**

The contractor must notify the contractor employee, subcontractor or subcontractor employee of any unsuitable determinations as soon as possible after receipt of such a determination (see Part IV--Section 3.H.p below for an explanation of the appeals process).

k. Obtaining a Credential

Note: This section applies only if the contractor, contractor employee, subcontractor or subcontractor employee will have access to a facility, site, system or information as described in the first bullet under Part IV--Section 3.H.c above

Once the contractor, contractor employee, subcontractor or subcontract employee receives notification of an acceptable suitability determination, but prior to beginning work under the contract, the contractor, contractor employee, subcontractor or

subcontract employee must appear at the respective Regional Security Office or at SSA Headquarters Parking and Credentialing Office to begin the credentialing process. The contractor, contractor employee, subcontractor or subcontract employee must present the suitability determination letter and two forms of identification at this meeting. At least one of the forms of identification must be a Government-issued photo identification (ID) (please see [Employment Eligibility Verification, I-9](#), for acceptable forms of ID). For SSA Headquarters access, a completed Form SSA-4395, Application for Access to SSA Facilities, signed by the contractor, contractor employee, subcontractor or subcontract employee and the COTR is also required. The COTR will provide the SSA-4395 Form to the contractor, contractor employee, subcontractor or subcontract employee when applicable.

The contractor must contact the COTR to arrange for credentialing. The COTR is responsible for scheduling an appointment for contractors, contractor employees, subcontractors or subcontract employees to meet with the appropriate SSA Parking and Credentialing Office or Regional Security Office and obtain a credential. Once the COTR makes the appointment, the COTR must contact the contractor to inform the contractor of the credentialing appointment(s). The COTR must also arrange for the contractor, contractor employees, subcontractors or subcontract employees to be escorted (by either the COTR or a COTR's representative) to the appropriate credentialing office at the time of this appointment.

Credentialing appointments last approximately 15 minutes. Depending on a contractor's scheduling needs and availabilities, contractor employees, subcontractors or subcontract employees may be scheduled for credentialing all in one day (this process may take a few hours to complete, depending on the number of employees that need to be credentialed) or contractor employees, subcontractors, or subcontract employees may come in at separate times convenient to the individuals' and the COTR's schedules.

SSA Headquarters' Parking and Credentialing Office representatives can be reached by emailing Parking.and.Credentialing@ssa.gov or calling 410/965-5910.

Regional Security Office contact information can be found in the Appendix at the end of this clause.

I. Contractors, Contractor Employees, Subcontractors or Subcontract Employees Previously Cleared by SSA or Another Federal Agency

If a contractor, contractor employee, subcontractor or subcontract employee previously received a suitability determination from SSA or another Federal agency, the CPOC should include this information next to the individual's name on the initial applicant listing (see Part IV--Section 3.H.f above). CPSPM will review the information. If CPSPM determines another suitability determination is not required, it will provide a letter to the CPOC and COTR indicating the contractor, contractor employee, subcontractor or subcontract employee was previously cleared under another Federal contract and does not need to go through the suitability determination process again.

m. Contractor Notification to Government

The contractor shall notify the COTR and CPSPM within one business day if the contractor, contractor employee, subcontractor or subcontract employee is arrested or charged with a crime during the term of this contract, or if there is any other change in the status of the contractor, contractor employee, subcontractor or subcontract employee (e.g., the contractor employee leaves the company; the contractor employee no longer works under the contract; the alien status of the contractor, contractor employee, subcontractor or subcontract employee changes) that could affect the suitability determination for that individual. The contractor must provide in that notification as much detail as possible, including, but not limited to: name(s) of individual whose status has changed, contract number, the type of charge(s), if applicable, the court date, and, if available, the disposition of the charge(s).

n. Contractor Return of PIV Credential

The contractor must account for and ensure that all forms of Government-provided identification (PIV credential) issued to a contractor, contractor employee, subcontractor or subcontract employee under this contract are returned to SSA's Headquarters' Parking and Credentialing Office or Regional Security Office, as appropriate, as soon as any of the following occur: when no longer needed for contract performance; upon completion of a contractor's, contractor employee's, subcontractor's or subcontract employee's employment; or upon contract completion or termination.

o. Government Control

The Government has full control over and may grant, deny or withhold access to a facility, site, system or information and may remove contractors, or require the contractor to remove contractor employees, subcontractors or require the subcontractor to remove subcontractor employees from performing under the contract for reasons related to conduct even after the individual has been found suitable to work on the contract (see Part IV--Section 3.H.q below).

p. Appeals Process for Unsuitable Determinations

If a contractor, contractor employee, subcontractor or subcontract employee would like clarification or wishes to appeal an unsuitable determination, his/her request must be in writing and submitted within 30 days of the date of the unsuitable determination. The contractor may not file appeals on behalf of its employees, subcontractors or subcontract employees; rather, contractor employees, subcontractors or subcontract employees must file their own individual appeals.

The request for clarification and/or the appeal can be emailed to SSA at dchr.ope.hspd12appeals@ssa.gov or mailed to:

Social Security Administration
Attn: CPSPM Suitability Program Officer
6401 Security Boulevard
Room 1260 Dunleavy Building
Baltimore, MD 21235

q. Removal From Duty

SSA may remove a contractor or request that the contractor immediately remove or cause to be removed any contractor employee, subcontractor or subcontract employee from working under the contract based on conduct that occurs after a favorable suitability determination. This includes temporarily removing a contract employee, subcontractor or subcontract employee should the individual be arrested for a violation of law pending the outcome of any judicial proceedings. The contractor must comply with these requests to remove or cause to have removed any contractor employee, subcontractor or subcontract employee. The Government's determination may be made based on, but not limited to, incidents involving the misconduct or delinquency as set forth below:

- i. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes any local badging requirements.
- ii. Neglect of duty, including sleeping while on duty; unreasonable delays or failure to carry out assigned tasks; conducting personal affairs while on duty; and refusing to cooperate in upholding the integrity of SSA's security program.
- iii. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omissions from official documents or records.
- iv. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting. Also, participating in disruptive activities that interfere with the normal and efficient operations of the Government.
- v. Theft, vandalism or any other criminal actions.
- vi. Selling, consuming, possessing or being under the influence of intoxicants, drugs or substances that produce similar effects.
- vii. Improper use of official authority or credentials.
- viii. Unauthorized use of communications equipment or Government property.
- ix. Misuse of weapon(s) or tools used in the performance of the contract.
- x. Unauthorized access to areas not required for the performance of the contract.
- xi. Unauthorized access to employees' personal property.
- xii. Violation of security procedures or regulations.
- xiii. Prior determination by SSA or other Federal agency that a contractor, contractor employee, subcontractor or subcontract employee was unsuitable.

- xiv. Unauthorized access to, or disclosure of, agency programmatic or sensitive information or Internal Revenue Service Tax Return information.
- xv. Unauthorized access to an agency Automated Information System.
- xvi. Unauthorized access of information for personal gain (including, but not limited to, monetary gain) or with malicious intent.
- xvii. Not providing for the confidentiality of and protection from disclosure of information entrusted to them. Certain provisions of the following statutes and regulations that apply to Federal employees also apply equally to contractors, contractor employees, subcontractors, and subcontract employees:
 - The Privacy Act of 1974
 - The Tax Reform Act of 1976 and the Taxpayer Browsing Protection Act of 1997
 - SSA regulation 1
 - The Computer Fraud and Abuse Act of 1986
 - Section 1106 of the Social Security Act
- xviii. Being under investigation by an appropriate authority for violating any of the above.

I. Federal Information Security Management Act (FISMA) and Agency Privacy Management (October 2008)

1. Definitions

The following terms are defined for the purposes of this clause:

“Agency” means the Social Security Administration (SSA).

“OAG” means the Office of Acquisition and Grants at SSA.

2. Agency Responsibility related to FISMA Training Requirements

[The Federal Information Security Management Act of 2002 \(FISMA\) \(Title III, Pub. L. No. 107-347\)](#) and the Office of Management and Budget (OMB) policy (through [Circular A-130, Appendix III](#)) require that all Agency employees, as well as contractor and subcontractor employees working under Agency service contacts, receive periodic training in computer security awareness and accepted computer security practice of all employees, including contractors. This includes training for contractor personnel who do not have access to electronic information systems. The training level is tailored to the risk and magnitude of harm related to the required activities.

SSA’s Security Awareness bulletin adequately covers the required IT security and privacy awareness training for this contract. The bulletin is located on OAG’s internet site (see information in Part IV--Section 3.I.3 below). This training does not preclude any additional training specified elsewhere in this agreement.

3. Contractor Responsibilities related to FISMA Training Requirements

- a. Following agreement award, the EN contractor shall ensure that all EN contractor employees performing under this agreement have signed the security bulletin entitled “SSA Security Awareness: Contractor Personnel Security Certification.” This requirement also applies to EN contractor employees added to the agreement after performance has commenced. A copy of this form is located on [OAG's Internet website](#).
- b. The EN contractor must receive signed copies of the bulletin from each EN employee working under the agreement within 45 days following agreement award, or within 45 days after a EN contractor employee begins working under the agreement.
- c. The EN contractor shall send an email to security.awareness.training@ssa.gov, along with a complimentary copy to the ENCT at ENcontracts@ssa.gov, within 60 days following agreement award and anytime a new EN contractor employee is added to perform work under the agreement. The EN contractor’s email shall include the following:
 - EN contractor name and agreement number
 - EN contact name, telephone number, and email address (if any)
 - EN agreement date or renewal date, whichever is later
 - Names of EN employees who have signed the SSA Security Awareness: Contractor Personnel Security Certification.
- d. The EN contractor shall retain copies of these signed bulletins for potential future SSA audits for a period of three years after final payment (per [FAR 4.703](#)).
- e. For each successive year the agreement is in operation, the EN contractor shall repeat the processes described in items 3. a – d above on an annual basis. The EN contractor must submit the information in 3.c, above, within 60 days of: (i) the date the option was renewed (ii) the anniversary of the agreement award date or (iii) as otherwise directed by SSA.

4. Applicability of this Clause to contractor/subcontractor employees

The EN contractor is required to include a clause substantially the same as this in all subcontracts awarded for technical or support services under the prime agreement. This clause shall require the subcontractors to report the information listed in Part IV--Section 3.I.3.c, above to the EN contractor and the EN contractor will be responsible for reporting all applicable numbers to SSA. The subcontractor shall be responsible for maintaining its signed forms as detailed in Part IV--Section 3.I.3.d, above.

(End of Clause)

J. SSA Security Awareness: Contractor Personnel Security Certification

Purpose: This form is to be signed by EN contractor personnel to certify that they have received and understand SSA's Security Awareness Training requirements detailed below.

I have read and understand the following SSA Security Awareness: Contractor Personnel Security Certification and, in accordance with this document, agree that:

1. I will not construct or maintain, for a period longer than required by the agreement, any record or file containing SSA data.
2. I will safeguard SSA information (file, record, report, etc.) when taken offsite.
3. I will not inspect SSA information without proper authorization.
4. I will keep confidential any third-party proprietary information that may be entrusted to me as part of the contract.
5. I will not release or disclose any SSA information to any unauthorized person. SSA information includes Federal Tax Information, whose unauthorized disclosure is subject to penalties under Sections [6103](#), [7213](#), [7213A](#) and [7431](#) of the Internal Revenue Service (IRS) Code. All SSA information is also protected by [Section 1106 of the Social Security Act](#).
6. If a clause addressing the protection of confidential information is included in any contract under which I am working, I will adhere to the policies and act in accordance with the procedures contained in that clause.
7. If a clause addressing the protection of personally identifiable information (PII) is included in any contract under which I am working, I will adhere to the policies and act in accordance with the procedures contained in that clause.
8. I understand that disclosure of any information to parties not authorized by SSA may lead to civil and/or criminal prosecution under Federal law (i.e. [The Privacy Act of 1974](#), [5 U.S.C 552a](#), [20 C.F.R. Part 401](#), and [5 U.S.C Section 552\(i\)](#)).

Contractor Employee (**Typed/Printed Name**)

Date

Contractor Employee (**Signature**)

K. Protection of Confidential Information (DEC 2008)

- (a) *Confidential information*, as used in this clause, means information or data, or copies or extracts of information or data, that is: (1) provided by the Social Security Administration (SSA) to the contractor for, or otherwise obtained by the contractor in, the performance of this contract; and (2) of a personal nature about an individual, such as name, home address, and social security number, or proprietary information or data submitted by or pertaining to an institution or organization, such as employee pay scales and indirect cost rates.
- (b) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this agreement specific information or categories of information that the Government will furnish to the Contractor or that the Contractor is expected to generate, which are 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. The confidential information will be used only for purposes delineated in the contract; any other use of the confidential information will require the Contracting Officer's express written authorization. The Contracting Officer and the Contractor will settle any disagreements regarding the identification pursuant to the "Disputes" clause.
- (c) The Contractor shall restrict access to all confidential information to the minimum number of employees and officials who need it to perform the contract. Employees and officials who need access to confidential information for performance of the agreement will be determined in conference between SSA's Contracting Officer, Contracting Officer's Technical Representative, and the responsible Contractor official. Upon request, the Contractor will provide SSA with a list of "authorized personnel," that is, all persons who have or will have access to confidential information covered by this clause.
- (d) The Contractor shall process all confidential information under the immediate supervision and control of authorized personnel in a manner that will: protect the confidentiality of the records; prevent the unauthorized use of confidential information; and prevent access to the records by unauthorized persons.
- (e) The Contractor shall inform all authorized personnel with access to confidential information of the confidential nature of the information and the administrative, technical and physical safeguards required to protect the information from improper disclosure. All confidential information shall, at all times, be stored in an area that is physically safe from unauthorized access. See Part IV--Section 3.K(f) below regarding the minimum standards, which the safeguards must meet.
- (f) Whenever the Contractor is storing, viewing, transmitting, or otherwise handling confidential information, the Contractor shall comply with the applicable standards for security controls that are established in the [Federal Information Security and Management Act \(FISMA\)](#). (These standards include those set by the National Institute of Standards and Technology (NIST) via the Federal Information Processing

Standards (FIPS) publications and NIST Special Publications, particularly [FIPS 199](#), [FIPS 200](#), and [NIST Special Publications - 800 series](#).)

- (g) If the Contractor, in the performance of the contract, uses any information subject to the Privacy Act of 1974, 5 U.S.C. 552a, and/or section 1106 of the Social Security Act, 42 U.S.C. 1306, the Contractor must follow the rules and procedures governing proper use and disclosure set forth in the Privacy Act, section 1106 of the Social Security Act, and the Commissioner's regulations at 20 C.F.R. Part 401 with respect to that information.

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 SSA. 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.

- (h) The Contractor shall assure that each Contractor employee with access to confidential information is made aware of the prescribed rules of conduct, and the criminal penalties for violations of the Privacy Act and/or the Social Security Act.
- (i) Whenever the Contractor is uncertain how to handle properly any material under the contract, the Contractor must obtain written instructions from the Contracting Officer addressing this question. If the material in question is subject to the Privacy Act and/or section 1106 of the Social Security Act or is otherwise confidential information subject to the provisions of this clause, the Contractor must obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication. Contracting Officer instructions and determinations will reflect the result of internal coordination with appropriate program and legal officials.
- (j) Performance of this agreement may involve access to tax return information as defined in 26 U.S.C. Section 6103(b) of the Internal Revenue Code (IRC). All such information shall be confidential and may not be disclosed without the written permission of the SSA Contracting Officer. For willfully disclosing confidential tax return information in violation of the IRC, the Contractor and Contractor employees may be subject to the criminal penalties set forth in 26 U.S.C. Section 7213.
- (k) The Government reserves the right to conduct on-site visits to review the Contractor's documentation and in-house procedures for protection of and security arrangements for confidential information and adherence to the terms of this clause.
- (l) The Contractor must include this clause in all resulting subcontracts whenever there is any indication that the subcontractor(s), engaged by the contractor, and their employees or successor subcontractor(s) and their employees might have access to SSA's confidential information.

- (m) The Contractor must assure that its subcontractor(s) and their employees or any successor subcontractor(s) and their employees with access to SSA confidential information are made aware of the prescribed rules of conduct. For knowingly disclosing SSA's confidential information, any subcontractor(s) and their employees or successor subcontractor(s) and their employees may be subject to criminal penalties as described in section 1106 of the Social Security Act (42 U.S.C. 1306) and the Privacy Act (5 U.S.C. 552a).

L. Protecting and Reporting the Loss of Personally Identifiable Information: Responsibilities Concerning Individual Employees (DEC 2008)

1. Definitions

The following terms are defined for the purposes of this clause:

- “Agency” means the Social Security Administration (SSA).
- “Employee(s)” means an individual(s) employed, including, for the purposes of this clause, management officials, by either the Contractor or subcontractor that are working under this contract.
- “Handling PII” means having access, either currently or in the future, to personally identifiable information (PII), as defined in this clause.
- “Lost, compromised, or potentially compromised PII” means that, while the Contractor/employee is in possession of PII, the PII has become physically missing (e.g., it has been stolen) or has been otherwise breached so that persons other than authorized users, and for other than an authorized purpose, have access or *potential* access to the PII, regardless of the form (e.g., electronic or physical) in which it was stored. Indications of lost, compromised, or potentially compromised PII include missing equipment (e.g., laptops and removable storage devices such as USB flash or “thumb” drives, CDs, DVDs, etc.) and/or paper documents potentially containing PII, as well as actions where PII was emailed in violation of the terms contained in Section 2.(d), *Emailing PII*, below.
- “Personally Identifiable Information” (PII): SSA follows the definition of PII provided by the Office of Management and Budget in OMB Memorandum [OMB M-07-16](#): “The term ‘personally identifiable information’ refers to any information which can be used to distinguish or trace an individual's identity, such as their name, Social Security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.” Other examples of PII may include, but are not limited to: Social Security benefit data, 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. Within this clause, “PII” shall specifically mean PII as defined above which: (1) SSA has a primary responsibility for and/or interest in protecting; and (2) is made available or becomes accessible to the Contractor and/or any subcontractor, including their respective employees, as a result of performing under this agreement (e.g., under the contract, SSA directly furnishes PII to the Contractor/subcontractor, or the Contractor/subcontractor, in order to perform its duties under the contract, collects PII from outside sources, such as in a public survey).

- “Secure Area” or “Secure Duty Station” means, for the purpose of this clause, either of the following, unless SSA expressly states otherwise on a case-by-case basis: (1) an employee’s official place of work that is in the Contractor’s or subcontractor’s established business office in a commercial setting **or** (2) a location within SSA or other Federal-or State-controlled premises. A person’s private home, even if it is used regularly as a “home office” (including that of a Contractor or subcontractor management official), shall not be considered a secure area or duty station.

2. Employee Responsibility in Safeguarding PII

The Contractor shall establish, maintain, and follow its own policy and procedures to protect PII, including those for reporting lost or compromised, or potentially lost or compromised, PII (see Section 4. (a), below). The Contractor shall inform its employees handling PII of their individual responsibility to safeguard it. In addition, the Contractor shall, within reason, take appropriate and necessary action to: (1) educate employees on the proper procedures designed to protect PII, as described below and as otherwise approved by the Agency; and (2) enforce their compliance with the policy and procedures prescribed as follows:

- (a) *General.* Employees shall properly safeguard PII from loss, theft, or inadvertent disclosure. Employees are responsible for safeguarding this information at all times, regardless of whether or not the employee is at his or her regular duty station. Examples of proper safeguarding include, but are not limited to: maintaining the confidentiality of each employee’s individual password (by not sharing the password with any other individual or entity and not 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 receiving SSA’s approval, destroyed when no longer needed.
- (b) *Transporting PII Outside a Secure Area/Secure Duty Station.* **Note:** The term “transporting” used here does **not** include shipping by a common or contract carrier, as defined in [FAR 47.001](#), or by the U.S. Post Office.

- (1) Employees shall make every reasonable effort to safeguard equipment, files, or documents containing PII when transporting information from a secure area/secure duty station. Employees must ensure that the laptops and other electronic devices/media being used to transport PII are encrypted and password protected. The Contractor shall make every reasonable effort to ensure that the encryption and password protection are in accordance with any SSA-prescribed standards or policies, which shall be communicated separately from this clause. Employees must use reasonable protection measures when transporting PII, e.g., storing files in a locked briefcase, not leaving files and/or equipment in plain view.
- (2) Employees transporting PII, including transporting PII duplications, such as electronic copies and photocopies, from their secure duty station or an otherwise secured area to an unsecured area shall obtain prior approval in accordance with the Contractor's established policy. The Contractor shall provide employees with contact information and instructions based on the Contractor's security/PII loss incident policy and procedures.

NOTE: Agency-prescribed contact information and instructions for reporting lost or possibly lost PII are discussed in Section 3. below.

- (3) Tracking files.

Unless the PII is being transported for disposal pursuant to the contract, (see (c) below), the Contractor shall, within reason, take appropriate and necessary action to ensure that the file(s) or document(s) being physically transported or transmitted electronically outside the secure area/secure duty station are tracked through a log: they must be logged out prior to transport as well as logged back in upon return. The Contractor can establish any mechanism for tracking as long as the process, at a minimum, provides for the following information to be logged:

- a. first and last name of the employee taking/returning the material;
- b. the name of the file or document containing PII that he/she intends to transport from the office;
- c. all the forms or media in which the PII was transported (e.g., electronic, such as laptop, thumb drive, CD—be as specific as possible; paper, such as paper file folders or printouts);
- d. the reason he/she intends to transport the file or document containing PII;
- e. the date he/she transported the file or document containing PII from the secure duty station; and
- f. the date he/she returned the file or document containing PII to the secure duty station.

Materials must be returned or documented as destroyed within 90 days of removal from the office or have Contractor supervisory approval for being held longer.

The log must be maintained in a secure manner. Upon request by the Agency, the Contractor shall provide the information from the log in a format (e.g., electronic or paper) that can be readily accessed by the Agency.

(c) *Employee Disposal of PII.* The marked statement below applies to this contract:

This agreement entails employee disposal of PII.

This agreement does **not** entail employee disposal of PII. The Contractor shall, within reason, take appropriate and necessary action to ensure that the procedures detailed in (3) above pertaining to the logging of PII that is transported outside a secure area/from their secure duty station are followed.

(d) *Emailing PII.* The Contractor’s corporate or organizational email system is deemed not to be secure. Therefore, the Contractor shall put policies and procedures in place to ensure that its employees email PII using only the following procedures in (1)-(2), below:

(1) Sending from an SSA email address. If employees have been given access to the SSA email system, they may use it to send email messages containing PII in the body or in an unencrypted attachment but only to other SSA email addresses (which contain the “name @ssa.gov” format) or to email addresses belonging to an SSA-certified email system. Email directed to any other address(es) may contain PII only if the PII is entirely contained in an encrypted attachment.

(2) Sending from a non-SSA email system. If employees are using the Contractor’s own or any other non-SSA email system (e.g., Yahoo!, Gmail), they may send email messages transmitting PII only if the PII is entirely contained in an encrypted attachment; none of the PII may be in the body of the email itself or in an unencrypted attachment. When emailing from such systems, this procedure applies when emailing PII to *any* email address, including but not limited to, an SSA email system address. Unless specifically noted otherwise, the Contractor and its employees are expected to conduct business operations under this agreement using the Contractor’s own email system, i.e., in accordance with the foregoing rules for transmitting PII.

3. Agency-Prescribed Procedures for Reporting Lost, Compromised, or Potentially Compromised PII.

“Lost, compromised, or potentially compromised PII” is defined in Section 1, above. The reporting requirement established in this section is for reporting all incidents involving PII, with no distinction between suspected and confirmed breaches.

SSA has its own reporting requirements for PII that is lost, compromised, or potentially compromised. The purpose of this section is to ensure that these requirements are met and that incident information is shared appropriately.

- (a) *Contractor Responsibility.* In addition to establishing and implementing its own internal procedures referenced in Section 2., above, the Contractor is responsible for taking reasonable actions to implement Agency-prescribed procedures described in (c) below for reporting lost, compromised, or potentially compromised PII. These include educating employees handling PII about these procedures and otherwise taking appropriate and necessary steps to enforce their compliance in carrying them out.
- (b) *Potential Need for Immediate, Direct Reporting by the Employee.* SSA recognizes that Contractor employees will likely make the initial discovery of a PII security breach. When an employee becomes aware or suspects that PII has been lost or compromised, he/she is required to follow the Contractor's established security/PII loss incident reporting process (see Section 4. (a), below). The Contractor's reporting process, along with SSA's (see Section 3. (c) below), shall require the Contractor, and not necessarily the employee, in such circumstances to notify SSA of the incident. However, the Contractor shall inform each employee handling or potentially handling PII that he/she must be prepared to directly notify outside authorities immediately as described in (c)(4) below, **if**, shortly following the incident or discovery of the incident, he/she finds it evident that neither an appropriate Contractor nor SSA manager/contact can be reached. The Contractor should emphasize to the employee that timeliness in reporting the incident is critical.
- (c) *Procedures.*
- (1) When an employee becomes aware or suspects that PII has been lost, compromised, or potentially compromised (see 1. Definitions, above), the Contractor, in accordance with its incident reporting process, shall provide immediate notification of the incident to the primary SSA contact. If the primary SSA contact is not readily available, the Contractor shall immediately notify one of two SSA alternates, if names of alternates have been provided. (**See Attachment A for the identity of the designated primary and alternate SSA contacts.***) The Contractor shall act to ensure that each employee, prior to commencing work on the contract, has been given information as to who the primary and alternate SSA contacts are and how to contact them. In addition, the Contractor shall act to ensure that each employee promptly receives any updates on such information as they are made available. Whenever the employee removes PII from a secure area/secure duty station, he/she must comply with the Contractor's security policies, including having on hand the current contact information for the primary SSA contact and the two alternates.

- (2) The Contractor shall provide the primary SSA contact or the alternate, as applicable, updates on the status of the reported PII loss or compromise as they become available but shall not delay the initial report.
- (3) The Contractor shall provide complete and accurate information about the details of the possible PII loss to assist the SSA contact/alternate, including the following information:
 - I. Contact information;
 - II. A description of the loss, compromise, or potential compromise (i.e., nature of loss/compromise/potential compromise, scope, number of files or records, type of equipment or media, etc.) including the approximate time and location of the loss;
 - III. A description of safeguards used, where applicable (e.g., locked briefcase, redacted personal information, password protection, encryption, etc.);
 - IV. An identification of SSA components (organizational divisions or subdivisions) contacted, involved, or affected;
 - V. Whether the Contractor or its employee has contacted or been contacted by any external organizations (i.e., other agencies, law enforcement, press, etc.);
 - VI. Whether the Contractor or its employee has filed any other reports (i.e., Federal Protective Service, local police, and SSA reports); and
 - VII. Any other pertinent information

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

- (4) There may be rare instances outside of business hours when the Contractor is unable to reach either the primary SSA contact or any of the alternates immediately. In such a situation, the Contractor shall immediately call SSA's Network Customer Service Center (NCSC) at 410-965-7777 or toll free at 1-888-772-6111 to file the initial report directly, providing the information in (c)(3) above and completing the attached worksheet to the best of its ability. Overall, during this time, the Contractor shall cooperate as necessary with the NCSC or any of the other external organizations described in (c)(3) above.

The Contractor shall document the call with the CAPRS (Change, Asset, and Problem Reporting System) number, which the NCSC will assign. The Contractor shall provide the CAPRS number to the primary SSA manager, or, if unavailable, one of the alternates to this manager as described above.

If an employee initially detects the loss, compromise, or potential compromise of PII and finds it evident that neither an appropriate Contractor nor SSA manager/contact can be promptly reached, the employee shall undertake the foregoing actions prescribed to the Contractor in this part (i.e., immediately call the NCSC, document the CAPRS number assigned to the call, etc.). (Reference Section 3(b) above.)

- (5) The Contractor and its employee(s) shall limit disclosure of the information and details about an incident to only those with a need to know. The security/PII loss incident reporting process will ensure that SSA's reporting requirements are met and that security/PII loss incident information is only shared as appropriate.

4. Additional Contractor Responsibilities When There Is a Loss of PII.

- (a) The Contractor shall have a formal security/PII incident reporting process in place that outlines appropriate roles and responsibilities, as well as the steps that must be taken, in the event of a security/PII loss incident. The plan shall designate who within the Contractor's organization has responsibility for reporting the loss, compromise, or potential compromise of PII to SSA.
- (b) In the event of a security/PII loss incident, the Contractor shall take immediate steps to address consequential security issues that have been identified, including steps to minimize further security risks to those individuals whose personal information was lost, compromised, or potentially compromised.
- (c) The Contractor shall confer with SSA personnel in reviewing the actions the Contractor has taken and plans to take in dealing with the incident.
- (d) The Contractor shall bear the responsibility and any cost for any data breach and/or remediation actions that might arise from the security/PII loss incident. If SSA determines that the risk of harm requires notification of affected individual persons of the security breach and/or other remedies, the Contractor shall carry out these remedies without cost to SSA.

5. Applicability of this Clause to Subcontractors/Subcontractor Employees

- (a) The Contractor shall include this clause in all resulting subcontracts whenever there is any indication that the subcontractor and their employees, or successor subcontractor(s) and their employees, will or might have access to PII.
- (b) The Contractor shall, within reason, take appropriate and necessary action to assure SSA that its subcontractor(s) and their employees, or any successor subcontractor(s) and their employees, with access to PII know the rules of conduct in protecting and reporting the loss or suspected loss of PII as prescribed in this clause, such as those regarding the emailing of PII as stated in Section 2(d) above.

- (c) *Notification of Subcontractor Handling of PII.* If the Contractor engages a subcontractor under this agreement whose employee(s) will actually or potentially be given or have access to PII, the Contractor shall do the following: (1) Notify in advance both the SSA COTR and the Contracting Officer of this arrangement, providing the subcontractor name(s) and address(es) and, upon request, a description of the nature of the PII to which the employee(s) will actually or potentially be given/have access (e.g., phone numbers, Social Security numbers); and (2) Provide the SSA COTR the names of the subcontractor employee(s) who will actually or potentially be assigned and/or have access to the PII. The Contractor may satisfy this requirement when submitting the name(s) of the subcontractor employee(s) to the SSA COTR for the requisite security background check described in Section 6, below.

6. Contractor/Subcontractor Background Checks – Security & Suitability Requirements Clause

For each Contractor and subcontractor employee handling PII, the Contractor shall fulfill the requirements of the Security & Suitability Requirements Clause, found elsewhere in this contract, to ensure that any such individual has the appropriate background checks.

Worksheet for Reporting the Loss, Compromise, or Potential Compromise of Personally Identifiable Information

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

1. My primary SSA contact for reporting the loss, compromise, or potential compromise of PII is:

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Bashiru Kamara	Office of Employment Support Programs 6401 Security Boulevard 107 Altmeyer Building Baltimore, MD 21235-6401	(410) 965-9128

The alternate to the primary contact is:

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Theola Snowden	same as above	(410) 966-8989

2. Information about the individual making the report to SSA’s Network Customer Service Center (NCSC):

Name:					
Position:					
Deputy Commissioner Level Organization:			Office of Retirement & Disability Policy (ORDP)		
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 or subcontractor employee is reporting directly to the NCSC):

* Contractor/Subcontractor (circle as appropriate):

**SSA Agreement Number (if known):

3. 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:

4. 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:			

5. If the employee/Contractor/subcontractor that 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/subcontractor:

Name:	
Position:	

Deputy Commissioner Level Organization:		Office of Retirement & Disability Policy (ORDP)	
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/subcontractor employee):

- *Contractor/Subcontractor (circle as appropriate):
- **SSA Agreement Number (if known):

6. 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)?

7. Have any other SSA components been contacted? If so, who? (Include Deputy Commissioner level, Agency level, Regional/Associate level component names)

8. 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) -- Not Applicable for Contractors or Subcontractors			
SSA-342 (Report of Survey) -- Not Applicable for Contractors or Subcontractors			
Other (describe)			

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

1. If you are reporting the incident to a SSA manager or alternate, only complete Items 3 through 6. *Special notes regarding Item 5:*
 - For “Position,” write “Contractor Employee” or “Subcontractor Employee,” as applicable, followed by a hyphen and your job title under the contract.
 - With respect to Deputy Commissioner Level Organization, this should be the SSA COTR’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 agreement 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 2:*
 - For “Position,” write “Contractor Employee” or “Subcontractor Employee,” as applicable, followed by a hyphen and your job title under the contract.
 - With respect to Deputy Commissioner Level Organization, this should be the SSA COTR’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 agreement 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 agreement number.

PART V – EN QUOTATION DOCUMENTATION REQUIREMENTS**[IMPORTANT]****52.212-1-- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS
(JUN 2008)(ADDENDUM)****The provision at FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JUN 2008) is hereby tailored by this addendum as follows:**Sections 1-3 below shall be **completed in their entirety** and submitted to the Employment Network Contract Team at the address contained in the solicitation cover letter.**SECTION 1: Instructions for Completing Standard Form SF-1449****The Standard Form 1449, *Solicitation/Contract/Order for Commercial Items*, as shown below (or available for downloading from the SSA work web site www.ssa.gov/work) must be completed and submitted with your quotation. 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 V--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 who signed in block 30a.

Block 30c

Please enter the current date in this block.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER K520-11-3003		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER SSA-RFQ-11-0010K		6. SOLICITATION ISSUE DATE July 8, 2011
7. FOR SOLICITATION INFORMATION CALL		a. NAME Employment Networks Contracts Team		b. TELEPHONE NO. (No collect calls) Toll Free #: 866-584-5180 Toll Free TDD: 866-584-5181		8. OFFER DUE DATE/ LOCAL TIME Open Continuously Until Further Notice
9. ISSUED BY Social Security Administration Office of Acquisition and Grants 1st Floor, Rear Entrance 7111 Security Blvd. Baltimore, MD 21244-1811			CODE 00600	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS: 62412 <input type="checkbox"/> HUBZONE SMALL BUSINESS SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN- <input type="checkbox"/> 8(A) \$5.0M OWNED SMALL BUSINESS		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
15. DELIVER TO Social Security Administration Employment Network Proposals Attn: Employment Networks Contracts Team P.O. Box 17778 Baltimore, MD 21235-17778			CODE	16. ADMINISTERED BY: Erica Day Contracting Officer		
17a. CONTRACTOR/OFFEROR See instructions above for completing this section. TELEPHONE NO. () EIN:		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Social Security Administration Office Of Finance Post Office Box 47 Baltimore, MD 21235-0047		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE
	<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA – FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	1. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	---	------------------

38. S/R ACCOUNT NUMBER	39.S/R VOUCHER NUMBER	40. PAID BY
------------------------	-----------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

STANDARD FORM 1449 (REV. 3/2005) BACK

SECTION 2: EN INFORMATION SHEET

- A. **OFFEROR'S NAME** (name of organization/entity submitting proposal as it appears on the SF1449 above):

- B. **NAME OF EMPLOYMENT NETWORK** (if different from item A above. This will appear in the EN Directory):

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

The EIN must be issued in the name of the Offeror shown in item A 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 NUMBER, CENTRAL CONTRACTOR REGISTRATION AND ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION:

1. Data Universal Numbering System Number (DUNS). 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** or online at www.dnb.com. A DUNS number will be provided at no charge to the offeror, although there may be a waiting period. **The DUNS number must be issued in the offeror's name shown in item A above.**

Enter the DUNS Number here: _____

2. Central Contractor Registration (CCR). The CCR is the primary registrant database for all Federal Government contractors. Every EN contractor must register their DUNS number on the CCR website at www.ccr.gov.

Please indicate if the EN has registered in CCR: Yes [] No []

3. Online Representations and Certifications Application (ORCA). All contractors that are required to register in CCR are also required to complete an ORCA record.

PART V - EN QUOTATION DOCUMENTATION REQUIREMENTS

Contractors cannot register in ORCA until their CCR record has been finalized and approved. Contractors can complete the ORCA record on the ORCA website at <https://orca.bpn.gov>.

Please indicate if the EN has registered in ORCA: Yes [] No []

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

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

G. **LOCATION OF SERVICES**

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

Yes [] No []

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

If you checked “yes” and you want these additional locations to appear on the Ticket to Work website, please fill in the Information Sheet — **Addendum** (below) 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 found at www.yourtickettowork.com. **At a minimum all ENs will be required to show an email address and telephone number in the EN Directory. For those ENs with a service area that covers more than one local telephone exchange, the EN must provide a toll-free telephone number.**

An EN may choose not to appear in the EN Directory. Do you want your EN to appear in the EN Directory? Yes [] No []

PART V - EN QUOTATION DOCUMENTATION REQUIREMENTS

1. CONTACT NAME: _____

2. PHONE: (____)____ - _____ 3. TOLL FREE #: (____)____ - _____

4. FAX: (____)____ - _____ 5. TTY: (____)____ - _____

6. EMAIL: _____

7. 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/BPA inquiries **if different from** item H above:

1. CONTACT NAME: _____

2. PHONE: (____)____ - _____ 3. TOLL FREE #: (____)_____

4. FAX: (____)____ - _____ 5. TTY: (____)____ - _____

6. EMAIL: _____

J. SERVICE AREA

Please check one only. This information 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)

PART V - EN QUOTATION DOCUMENTATION REQUIREMENTS

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 that apply)

- Corporation
- Business Consortium/Association
- Other corporate entity
- Not a corporate entity
- Partnership
- Sole proprietorship
- Public entity
- For Profit
- Non-Profit
- Other: _____

L. TYPE OF ORGANIZATION (check all that apply)

- Advocacy Group
- Center for Independent Living
- Community Based
- Employer
- Employment/Career Development
- Faith-based
- Former Alternate Participant
- Healthcare Provider
- Higher Education
- High School and Youth Transition
- Mental Health Provider
- Native American
- State/Local Government
- Transportation/Transit
- Vocational/Training
- WIA One-Stop Center

PART V - EN QUOTATION DOCUMENTATION REQUIREMENTS

Workforce Investment Board

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.

Hearing impairments

Mental impairments including mental retardation/ Down's Syndrome/autism/ organic brain syndromes/developmental disabilities (including ADD and ADHD)

Physical impairments

Psychotic, depressive, manic, bipolar, anxiety and/or personality disorders, including eating disorders

Visual impairments

Other: _____

N. SERVICES OFFERED

Check only 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. Every EN must have the capability to provide or arrange for the delivery of services to beneficiaries throughout the EN's selected service area. At a minimum, these services shall include career counseling, job placement, and ongoing employment support.

Career counseling

Employment (i.e., hiring beneficiary to work for EN)

Job accommodations

Job coaching/training

Job placement/job placement assistance services

Ongoing employment support/job retention

Special language capability (including Braille Services and Sign Language)

Please List: _____

Other: _____

*PART V - EN QUOTATION DOCUMENTATION REQUIREMENTS***O. EN PAYMENT SYSTEM ELECTION**

(Reference Part III--Section 11.A, of this document) The offeror shall select **one** of following payment systems:

Milestone-outcome payment

Outcome payment

P. EN QUALIFICATIONS REQUIREMENTS (Reference Part III--Section 1.C, of this document)

NOTE: **One-stop delivery systems established under subtitle B of Title I of the Workforce Investment Act of 1998 (29 U.S.C. 2811 *et seq.*) and organizations administering VR Services Projects for American Indians with Disabilities authorized under section 121 of part C of the Rehabilitation Act of 1973, as amended (29 U.S.C. 720 *et seq.*) are deemed to have met all requirements under Part III--Section 1, of this solicitation.**

1. 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 _____;

- OR -

in the absence of a licensing or certification requirement in the State(s) shown above, I am submitting the following documentation:

a copy of a current certification or accreditation from a national rehabilitation and employment services accrediting body that establishes qualifications to provide or arrange for the provision of employment services, VR services or other support services;

- OR -

proof of a contract **or an equivalent vendor agreement** with a **Federal agency, State VR agency (SVRA) or other State agency, or a grant from either a public or private entity**, to provide employment, VR or other support services.

2. In addition to the documentation requested above, the undersigned is submitting:

- a business plan that describes how the offeror's services will support a beneficiary's achievement of self-sufficiency through work (i.e., sustained work at or above the Substantial Gainful Activity (SGA) level). Any proposed changes to your business plan made subsequent to the award of an EN BPA must be approved by SSA in advance of implementation.

- AND -

- Names, addresses and qualifications of any subcontractors that the offeror plans to use to provide EN services under this BPA.

Q. INDEMNIFICATION AND LIABILITY INSURANCE

(Reference Part III--Section 1.A.9 and Part IV--Section 3.F, of this document)

1. The undersigned has read, understood, and agrees to comply with the requirements for indemnification and liability insurance under the EN program if awarded a BPA.
NOTE: While one-stop delivery systems established under subtitle B of Title I of the Workforce Investment Act of 1998 (29 U.S.C. 2811 et seq.), organizations administering VR Services Projects for American Indians with Disabilities authorized under section 121 of part C of the Rehabilitation Act of 1973, as amended (29 U.S.C. 720 et seq.) and instrumentalities of a State (or political subdivision of a State) must comply with the insurance requirements identified in Part IV--Section 3.F, of this document, they are exempt from submitting proof of insurance and completing Part IV--Section 3.Q.2-3 below.
2. 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
3. As proof of current insurance coverage, the undersigned is submitting a:
 - certificate of insurance issued by the insurance company, agent or broker; or
 - copy of the insurance policy.

PART V - EN QUOTATION DOCUMENTATION REQUIREMENTS

R. EN EMPLOYEE SUITABILITY

In the course of providing services to SSA beneficiaries participating in the Ticket Program, ENs acquire, handle or have access to beneficiary personally identifiable information (PII). Consequently, the procedures governing background checks and suitability determinations set forth in Part IV--Section 3.H of this solicitation are applicable to **all** EN employees and subcontractor employees who acquire, handle or have access to SSA beneficiary PII in performing their duties under the BPA.

Following award of this agreement, the EN will provide to the SSA/CPSPM and to the ENCT an applicant listing of all individuals for whom the contractor is requesting a suitability determination; i.e., background investigation. (see Part IV--Section 3.H.f). No EN employees or subcontractor employees who will acquire, handle or have access to beneficiary PII in the performance of their duties under this BPA will be permitted to begin working under this BPA until they have received a favorable suitability determination from SSA.

In the space below, please provide a preliminary list names of all EN employees and subcontractor employees who in the performance of their jobs under this BPA will acquire, handle or have access to beneficiary PII.

S. BENEFICIARY CD

ENs may elect to receive beneficiary information in CD format directly from SSA to help market the EN's services. Should the EN elect to receive the CD, the EN shall designate a CD manager, to whom the CD will be released. The CD manager will be responsible for maintaining the CD in compliance with Part IV--Section L of this solicitation. **The CD will not be released to the CD manager until the CD manager receives a favorable suitability determination from SSA.**

If you wish to receive the beneficiary CD, please complete the following:

I would like to receive the beneficiary CD.

Name of CD Manager _____

T. SIGNATORY AUTHORITY

Only the EN official with signatory authority shall be authorized to request BPA changes. This should be the same individual who completes SF1449, Section 30. See Part III--Section 10.D (BPA Changes).

Name Typed: _____

Title: _____

Signature: _____

Date: _____

Telephone # _____

FAX # _____

Email Address _____

SECTION 3: INFORMATION SHEET — ADDENDUM

The following information sheet 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.**

PART V - EN QUOTATION DOCUMENTATION REQUIREMENTS

Information Sheet - Addendum

The Ticket to Work and Self-Sufficiency Program
Employment Network

Information Sheet - Addendum*

*Complete the appropriate sections below *ONLY* if you wish additional or different locations, access information and/or services to be published publicly for beneficiaries on the www.yourtickettowork.com website in the Employment Network directory. *Please fill out one addendum for EACH different service delivery location.*

1. **LOCATION ADDRESS:** _____

2. Please list the following contact/referral information for **beneficiaries to use** (this information will appear on www.yourtickettowork.com):

a. **CONTACT NAME:** _____

b. **PHONE:** (____) _____ - _____

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

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

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

f. **EMAIL:** _____

3. Please list the following contact information for **all other program/BPA inquiries** (if different from item 2. above):

a. **CONTACT NAME:** _____

b. **PHONE:** (____) _____ - _____

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

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

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

f. **EMAIL:** _____

SECTION 4: EN OFFEROR CHECKLIST

Prior to submitting your quotation, please ensure that you have included **all** of the following:

Part I—Section 1 The Agreement

- Complete the necessary fill-ins (pages 4-5) and sign and date the Agreement (page 4)

Part IV--Section 3.H EN Security and Suitability Requirements**Documentation Requirements (beginning on page 37)**

- Submit the requisite suitability documentation for each of the EN and subcontractor employees listed in Part V--Sections 2.R and 2.S to SSA's Center for Personnel Security and Project Management (CPSPM) **immediately following award of the EN agreement per instructions found in Part IV--Section 3.H.f.i.** No EN or subcontractor employee covered under these sections will be permitted to begin work under this BPA until they have received a favorable suitability determination from SSA.

Part V--EN Quotation Documentation Requirements (pages 62 through 75) --**Section 1**

- Standard Form 1449, *Solicitation/Contract/Order for Commercial Items* (page 62) - complete blocks 17a, 17b, 30a, 30b, and 30c

Section 2

- Complete EN Information Sheet (pages 65 through 73), including:
- CCR - Using your DUNS, your CCR registration must be in an "active" status
- ORCA - Using your DUNS, your Online Representations and Certification (ORCA) registration must be in an "active" status
- EN payment system election
- EN qualifications requirements documentation
- Business plan for service delivery
- Proof of liability insurance

Section 3

- EN Information Sheet (Addendum) (page 74) - complete only if you will be providing services in multiple locations.

PART VI – SOLICITATION PROVISIONS

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

The Government will evaluate quotations by reviewing all documents submitted in accordance with *Part V, EN Quotation and Documentation Requirements*. The Government reserves the right to evaluate other relevant aspects of the quote in order to determine the quotation responsive and reasonable, including, but not limited to, information contained on the offeror's website and any previous experience the Agency may have had with the offeror or its subsidiary(s).

The Government will award BPAs 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 III--Section 1, Qualification Requirements for ENs* and *Part V, EN Quotation Documentation Requirements*.

A written notice of BPA award or acceptance of a quotation mailed or otherwise furnished to an offeror within the time for acceptance specified in the solicitation, shall result in an active BPA without further action by either party. The offeror's quotation shall be good for ***60 days**, whereby the Government may accept a quotation without discussions, unless a written notice of withdrawal is received from the contractor prior to BPA award.

***NOTE: If the offeror's quote is determined to contain incorrect or missing information, the offeror will be notified immediately and will be expected to correct the deficiencies within the 60-day period of quotation submission, or risk having to re-submit the quotation in its entirety.**