

TABLE OF CONTENTS

SECTION A – BLANKET PURCHASE AGREEMENT

SECTION B – SCHEDULE OF PRICES

SECTION C – DESCRIPTION OF SERVICES/ STATEMENT OF WORK

SECTION D – TERMS AND CONDITIONS

SECTION E – DOCUMENTS, EXHIBITS AND ATTACHMENTS

SECTION A – BLANKET PURCHASE AGREEMENT

In the spirit of the Federal Acquisition Streamlining Act, the SOCIAL SECURITY ADMINISTRATION (SSA) and (to be completed at time of award), enter into this agreement to further reduce the administrative costs of acquiring commercial items.

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

Signatures:

Agency Signature Date
Social Security Administration
Office of Disability Adjudication Review
Address:

Contractor Signature Date

SECTION A**BLANKET PURCHASE AGREEMENT**

The contractor (see Block 7 of the OF-347) agrees to the following terms of Blanket Purchase Agreement (BPA) (See Block 2 of the OF-347) exclusively with the Social Security Administration (SSA). All orders placed against this BPA are subject to the terms and conditions noted herein.

DESCRIPTION OF SERVICES: This BPA is to provide Vocational Expert Services for the Social Security Administration (SSA).

PRICING: The contractor shall provide Vocational Expert Services in accordance with the attached price table. All the quoted prices/rates will be made effective annually.

DELIVERY/PLACE OF PERFORMANCE: See Section C-3

EXTENT OF OBLIGATION: This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases (call orders) actually ordered and performed under this agreement.

PURCHASE LIMITATION: The per call limitation for each individual call ordered shall not exceed \$3,500.00. Only individuals who have the delegated authority to purchase within this limit are authorized to place calls.

TERM OF AGREEMENT: This BPA shall be for no more than (25) months from date of award unless otherwise extended or cancelled. Call orders may be placed at any time during this agreement, but performance under said call orders may extend beyond the term of the agreement.

Either party may cancel by written notice to the other by notifying in writing at least thirty (30) days in advance.

AUTHORIZED INDIVIDUALS: See Section D-5

ORDERING PROCEDURES: Individual Call Orders will be placed via issuance of a call order. See Section D-5 for additional Ordering information.

INVOICING PROCEDURES: The requirements of a proper invoice are as specified in Section D-2, Invoicing. Other terms and conditions specific to this BPA and all subsequently issued call orders can be found at Section D of this agreement.

SECTION B - CONTINUATION OF STANDARD FORM 18**B-1 PRICES/COSTS****FEE SCHEDULE - PRICING FOR VOCATIONAL EXPERT**

The nature of the services to be rendered by the Vocational Expert (VE) and the compensation to be paid for these services are as follows. Services are defined below the chart. **RATES ARE BASED ON THE ORDER DATE, NOT THE SERVICE DATE.**

Fee Code	VE Services	Base Year Date of Award— 03/31/2016	Ordering Period 1 04/01/2016 — 03/31/2017	Ordering Period 2 04/01/2017 — 03/31/2018
A(1)	Study (See Rule 1)	\$44.00	\$44.00	\$44.00
A(2)	Remand Study(See Rule 1)	\$66.00	\$66.00	\$66.00
A(3)	Interrogator y	\$39.00	\$39.00	\$39.00
A(4)	Additional Evidence (See Rule 2)	\$33.00	\$33.00	\$33.00
A(5)	First Appearance of Day	\$77.00	\$77.00	\$77.00
A(6)	Other Appearance of Day	\$39.00	\$39.00	\$39.00
A(7)	Discussion	\$55.00	\$55.00	\$55.00

The rates above correspond to the descriptions below:

A. As requested

1. Examination and study of the official records in a hearing case (see explanation below), and answer, in writing, specific questions or interrogatories on vocational issues, in lieu of a personal appearance.

2. Examination and study of the official records in a remand hearing case (see explanation below).
3. Answer, in writing, specific questions or interrogatories on vocations issues, in lieu of a personal appearance.
4. Study and written evaluation of additional evidence in a case for which a fee was previously charged.
5. First Appearance of the day by a vocational expert regardless of the location of the scheduled hearing ("appearance" includes participation by telephone or video conference).
6. Other Appearance on the same day by a vocational expert regardless of the location of the scheduled hearing ("appearance" includes participation by telephone or video conference).
7. To participate in group discussions with administrative law judges (ALJ), administrative appeals judges (AAJ) and/or representatives of Headquarters or a Regional Office of ODAR.

EXPLANATION: In order to ensure uniform interpretation of terms (1), (2) and (4) above, the following Rules shall apply:

Rule 1. (Applicable to A (1), Study and A (2), Remand Study). For a second or subsequent appearance, the individual (or organization) is entitled to:

An additional payment of the Study fee, A (1), or Remand Study fee, A (2), is applicable only if:

- A canceled hearing is rescheduled at a later date and material evidence has been introduced into the record, thereby requiring the VE to again study the case thoroughly in order to testify; **or**
- material evidence has not been added to the case, but the elapsed time between the date of the original scheduled hearing and the date of the rescheduled hearing is 90 days or more, thereby requiring the VE to again study the case thoroughly in order to testify.

Rule 2. (Applicable to A (4), Additional Evidence). This fee applies only for the examination and study of additional (new) evidence, not previously introduced at the initial hearing. The sole proprietor or corporate entity is not entitled to a separate Study fee, A (1), in addition to the fee for study of Additional Evidence, A(4).

- B. As determined, compensation cannot be authorized for any of the above-mentioned fees in those cases wherein the VE has previously rendered a professional opinion in a capacity other than that of a VE for ODAR. It is incumbent upon the VE to disqualify himself/herself in such cases and in any other cases in which he/she had prior knowledge or experience in a capacity other than that of a VE for ODAR.

SECTION C- DESCRIPTION OF SERVICES/STATEMENT OF WORK**C-1 DESCRIPTION OF SERVICES**

The contractor shall provide services as an expert witness in a hearing pending before the Office of Disability Adjudication and Review (ODAR), Social Security Administration, Office of Appellate Operations. Such cases involve issues under the following titles of the Social Security Act, as amended: Title II, Disability and Title XVI, Supplemental Security Income.

ODAR is in the process of implementing an electronic Folder (eFolder) access project that will allow experts to access relevant documents in an assigned case file via the internet. This will give experts real-time access to the most current evidence. The contractor shall register for online access to electronic folders (eFolders) once the web-based software application is available. We anticipate this application will become available in December of 2016.

Vocational Expert - An individual who is trained and skilled to render impartial opinions relevant to evidence at the hearing level of the Social Security disability claims process. Areas of expertise should include current knowledge of: working conditions and physical demands of various occupations; transferability of skills; knowledge of the existence and numbers of jobs *at all exertional levels* in the national economy; and involvement in or knowledge of placing adult, handicapped workers into jobs.

The contractor shall review paper case files, electronic case files accessed on our secure website, and/or electronic case files copied onto compact discs (CDs) and testify, either in person or by video or teleconference. The contractor shall also review case files and provide a written response to vocational questions and interrogatories when required. Material for review will consist of vocationally relevant records and other material submitted. Testimony and/or written responses may include evaluation of the skill levels of a claimant's prior occupations, the transferability of those skills to other occupations of lesser exertional levels, and responses to various oral or written vocational questions, including whether or not a claimant with particular vocational factors and a given residual functional capacity is qualified to engage in one or more specific occupations and the incidence of jobs within any such occupations.

Results of all written service requests shall be submitted on predetermined templates and/or in specific formats to assist the adjudicator making the determination. The case files submitted to the contractor for review may be in electronic format, paper format, or burned on to a CD.

Time is of the essence. Therefore, in cases not involving oral testimony, the contractor shall submit written responses and opinions to all written

questions/interrogatories to the requestor within 5 business days after accepting the call order.

The contractor may be required to prepare vocational evaluations or responses to vocational questions/interrogatories. These services shall be provided at the contractor's facilities and submitted to SSA electronically, or by mail, fax or telephone, as specified by SSA.

Contractor must read and comply with the information contained in the Vocational Expert Handbook (attached).

In the event that information contained in the Handbook conflicts with the terms and conditions of this solicitation or any resulting agreement the terms and conditions in the solicitation or agreement will take precedence.

C-2 PLACE OF PERFORMANCE

Services may be performed at both the contractor's facility and the Government facility. The contractor may be required to appear and/or testify on behalf of the Social Security Administration/ODAR (SSA/ODAR) for hearings held at ODAR Office of Appellate Operations Headquarters, Hearings Offices, Remote Sites and Video Teleconference sites. The contractor may be required to travel to locations outside his/her place of business.

If the hearing site is equipped with guest wireless internet (Wi-Fi) and the expert has registered for online eFolder access, the expert will be required to use a contractor provided portable computer and be able to access the internet wirelessly

C-3 PERIOD OF PERFORMANCE

The term of this agreement shall be no more than (25) months from date of award unless otherwise extended or cancelled. Call orders may be placed at any time during this agreement, but performance under said call orders may extend beyond the term of the agreement. This agreement shall be subject to annual reviews in accordance with Federal Acquisition Regulation (FAR) 13.303-6.

C-4 TRAVEL EXPENSES

Travel must be authorized at the time the call is placed.

The contractor is responsible for making any travel arrangements necessary to perform the services ordered.

The contractor will be reimbursed for travel expenses separate from the fee for service contained in Section B.I. The rates (per diem, personal vehicle mileage*,

etc.) at which the contractor will be reimbursed for travel shall be no greater than those allowed by Federal Travel Regulations (FTR), current as of the time the travel occurs. [To access the FTR, go to:
<http://www.gsa.gov/federaltravelregulations>]

The Government will not reimburse expenses associated with upgraded airfare accommodations or upgraded lodging (in excess of those allowed by the FTR). Any additional cost associated with upgrades will be at the contractor's own expense.

***IMPORTANT NOTE:** The contractor will not be reimbursed for expenses to/from its place of business and either the local ODAR office or the location of the hearing if the distance between the two points is 50 miles or less (reference the FTR).

C-5 NOTICE OF CANCELLATION OF A HEARING

If the contractor is notified (either in writing or orally) of a cancellation or postponement 24 or more workday hours in advance of a scheduled pre-hearing meeting, or hearing, the contractor shall be paid the case study fee only. If the contractor is notified (either in writing or orally) of a cancellation or postponement less than 24 workday hours in advance of a scheduled pre-hearing meeting or hearing, or the hearing or meeting is postponed or canceled after the arrival of the contractor at the appointed time and place, the contractor shall be paid the case study fee and appearance fee just as though the hearing or meeting had been held. Answering machine, facsimile, or e-mailed messages meet the notification requirement.

NOTE: The 24 hour notification requirement applies to workdays (Saturdays, Sundays and Federal holidays are excluded). For example, notification at 2:00 p.m. on a Friday workday that a hearing scheduled for the following Monday workday at 11:00 a.m. had been canceled is less than 24 hours.

The 24-hour cancellation notice requirement is not applicable where services cannot be performed due to events beyond the control or without the fault or negligence of the Government, e.g., earthquakes.

C-6 FAILURE TO APPEAR

If the contractor fails to appear at a hearing due to personal reasons, including illness, distance of hearing or other circumstances, he/she will receive neither the pre-hearing case study fee nor the appearance fee.

C-7 PROHIBITIONS

The Contractor may not engage in any of the following:

- Performing any tasks other than those described in these Specifications;
- Accepting assignments from any Federal employee other than the Contracting Officer or any of the Ordering Officials;
- Accepting SSA office keys/access codes to ODAR Hearing Offices;
- Accessing SSA computer networks;
- Utilizing SSA telephones for personal matters other than emergencies;
- Providing representation to claimant's filing a claim for disability benefits as a representative or filing documents relative to social security claims or other business matters;
- Attending hearings other than those hearings assigned to him or her on a particular day;
- Entering any SSA office space, including a rest area, unavailable to the general public; or
- Failing to submit to and adhere to security procedures established for the general public.

C-8 PERFORMANCE EXPECTATIONS

- A. Case file review prior to hearing – Must be able to receive, open, and navigate electronic folders. Must fully complete case file review and understand the case.

Provide expert testimony at hearings – Must be able to receive, open, and navigate electronic folders. Must be available and appear for testimony on time at the hearing. Must provide accurate/acceptable evaluation of claimant skill levels in relation to prior vocational activity and transferability of skills. Must provide accurate/acceptable responses to vocational questions based on direct reliance with the Dictionary of Occupations Titles (DOT) codes, acceptable vocational standards/sources, industrial/occupational trends, local labor market conditions and applicable Social Security Rulings. Must provide accurate/acceptable responses to vocational questions based upon education and experience in the vocational field when the work identified as being available by the VE conflicts with the DOT. Where testimony is provided remotely by telephone, the expert must use a landline telephone rather than a cellular telephone.

- B. Post hearing performance – Must be able to receive, open, and navigate electronic folders. Provide all written answers to questions/interrogatories within established time frames.

Quality of Service (overall) – The contractor is expected to perform in accordance with the requirements of the statement of work. The contractor is expected to provide meaningful, reliable case evaluation and testimony, which is accurate, relevant, and current. In the event the contractor: 1) appears unable to articulate issues; 2) Is unable to refer to appropriate documents that should have been reviewed prior to the hearing/ and/or by using a computer during the hearing/: 3) provides non-relevant testimony; 4) provides unreliable testimony; OR 5) uses outdated material, the Government will notify the contractor in writing of its concerns. The contractor will be required to provide written documentation of its intended approach to correct the issues. The parties will jointly discuss the issues to seek resolution. Repeated occurrences of documented deficiencies in performance, which are not resolved, may result in the Government discontinuing the contractor's services. In this event, the BPA will be modified to reflect a revised ending date for the period of performance and the BPA will effectively be terminated.

C-9 USING A COMPUTER DURING THE HEARING

Computer knowledge – The contractor will be required to use a contractor furnished computer consistent with SSA's requirements as defined in this Statement of Work, during the hearing whether it is held at ODAR Office of Appellate Operations Headquarters, Hearings Offices, Remote Sites, or Video Teleconference sites. In some instances, experts may be required to use a government furnished computer during the hearing. Therefore, the contractor shall possess minimal computer competency including, but not limited to: 1) inserting and ejecting a CD into the CD tray; 2) retrieving and navigating document files located on a CD; 3) accessing and navigating web based applications; and 4) retrieving and navigating electronic files on a portable computer.

C-10 SPECIFICATIONS OF THE COMPUTER FOR VIEWING ELECTRONIC CASE FILES

Access to case via CD - The file's Exhibit List Index page will be the part of the CD that contains the exhibits about which the expert must be knowledgeable. The CD is designed to automatically load the "Getting Started" page when the CD is inserted into the CD drive. This may not occur if the operating system or browser you are using does not support this feature.

Experts must have access to a computer with a CD-ROM drive and the capability to view multi-page TIFF documents. The software requirements will include a Web Browser and Multi-page TIFF viewer feature. While SSA does not endorse any software products, examples of TIFF viewers are: Microsoft Office Document Imaging included with Microsoft Office; Imaging for Windows from Kodak; TIFF Viewer and Plug-in from Black Ice; AlternaTIFF from Medical Informatics Engineering; and CPC Viewer from Cartesian Products. Example of Web Browsers include: Microsoft Internet Explorer.

Access to case via secure website - Experts will be required to access the exhibits via a web-based application prior to the hearing. The expert will access the relevant exhibits by logging into the application with their username and password and completing the necessary steps to authenticate their identity.

Experts who appear in-person for the hearing must bring a contractor furnished portable computer that is able to access the internet wirelessly

SECTION D –TERMS AND CONDITIONS**D-1 INSPECTION AND ACCEPTANCE**

The presiding Administrative Law Judge or Administrative Appeals Judge (ALJ or AAJ) will perform inspection and acceptance of the hearings-related services at the time the services are rendered. The ALJ's/AAJ's signature as the "Receiving Official" on the original Call Order Form serves as documentation of acceptance. The ALJ/AAJ shall only sign as the receiving official *after* the contractor has signed the form. The Hearing Office or the Office of Appellate Operations Vocational Expert Support (VESO) shall retain the original copy of the Call Order Form and provide the contractor with a photocopy. **(NOTE: The contractor shall NOT be given the original Call Order Form.)**

D-2 INVOICING**1. Invoice Submission**

Submit invoices to the ODAR office that placed the call order. The “consolidated invoice” (Exhibit B) must be used.

2. Contractor’s Submission of a Consolidated Invoice**Invoicing Procedures**

The following is provided as information. The Contractor shall submit **one** consolidated invoice* (to include any applicable travel costs) per month, at any interval he/she deems appropriate, to the appropriate Hearing Office Director (HOD) or Hearing Office designee. The contractor **shall not** include copies of the Call Order(s) covered by the consolidated invoice.

*Note: The contractor is **strongly encouraged** to submit all services (to include travel expenses) rendered during any given month on the monthly consolidated invoice. Travel expense documentation (i.e. receipts, tickets, etc.) is required for **all** travel expenses other than meals and incidentals (which are covered under the daily fixed rate per diem allowance) in order for the Hearing Office to certify allowable costs per the FTR. Failure to include all services rendered (to include travel expenses accrued, and documentation) during any given month on the monthly consolidated invoice, may result in delay of payment.

Invoice Submission

The three acceptable methods of submitting consolidated monthly invoices to the Hearing Office are: 1) electronically via e-mail; 2) regular or express mail; or 3) hand carrying it to the Hearing Office. Invoices sent via e-mail must be formatted to print on letter-sized paper. The Hearing Office will date stamp the consolidated invoice upon receipt.

Invoice Requirements

The VE's consolidated invoice must include all elements of a proper invoice as defined in the invoice and payment clause used in this award, as well as any other information required below:

- Invoice Date
- Unique Invoice Number – every invoice submitted by a Contractor must have a unique invoice number. For example: The Contractors may number their invoices consecutively as long as they do not repeat a number, (1, 2, 3) and does not exceed 18 characters. It is strongly recommended that invoice numbers do not exceed 10 characters. Do NOT use the following characters: number sign, period, apostrophe, and comma.
- Contractor Name and Address
- Taxpayer Identification Number (TIN)
- Dun and Bradstreet Number (DUNS)
- Blanket Purchase Agreement Number (BPA)
- Call Order Numbers – Full Call Order Number should be provided including the Ordering Office CAN, Fiscal Year, and remaining digits assigned for the hearing (Format example: 1234-08-567890)
- Hearing Numbers
- Order Date (Date Services were Ordered)
- Service Date (Date Services were Performed)
- Dollar amount requested per Hearing Number
- Grand Total
- Total Breakdown between Hearing Case and Travel Fee Totals

Note: The Contractor **shall not** submit a consolidated invoice prior to completion of services. The contractor shall include travel expense documentation (i.e. receipts, tickets, etc.) for **all** travel expenses other than meals and incidental (which are covered under the daily fixed per diem allowance) with the submission of their monthly consolidated invoice. If the invoice is incomplete or needs correction, the Hearing Office may return the invoice to the contractor for correction. Deficiencies must be resolved with the Contractor before the invoice may be certified and sent to the Division of Administrative Payment Services for payment. The lack

of submitting an *initial* proper invoice may result in a delay in payment.
(Reference Exhibit B for a proper invoice)

Method of Payment

Payment shall be made by the Division of Administrative Payment Services, Baltimore, Maryland, using the Electronic Funds Transfer (EFT) information contained in the System for Award Management (SAM) database. The Contractor must renew his/her SAM registration on an annual basis. If the Contractor allows their SAM registration to expire, payment will not be made until the registration is renewed. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database. The SAM registration shall be current (indicated by showing an 'active status') throughout the life of the BPA. All payments shall be in accordance with the Prompt Payment Act.

Preferred Process (Example):

- a. At the conclusion of the hearing, the presiding ALJ shall present the original Call Order to the Contractor for his/her signature/date. The contractor shall immediately sign & return the form to the ALJ. If the ALJ is out of state, the Contractor shall sign the original Call Order form and it will then be faxed to the ALJ for signature and then faxed back to the originating ODAR office upon completion.
- b. The contractor shall be given a photocopy of the completed Call Order.
- c. The Hearing Office will maintain a centralized file of the original Call Order forms for each Contractor.
- d. The Contractor prepares and submits a consolidated invoice for the monthly period/payment cycle to the Hearing Office.
- e. The Hearing Office will date stamp the consolidated invoice upon receipt. The clock begins immediately. The Hearing Office has 10 calendar days to submit the certified consolidated invoice to the Division of Administrative Payment Services.
- f. The Hearing Office Director or designee certifies the consolidated monthly invoice (to include any applicable travel costs) and authorizes payment. During the certification process, the Hearing Office designee will review the invoice details (to include travel expense documentation if applicable) for accuracy which includes matching the information to the Call Order form on file, verifying the CAN/SOC

information, verifying the allowable travel expenses, in addition to all the remaining invoice requirements. Travel expenses shall be reimbursed in accordance with the FTR. If the invoice is deficient (to include a lack of travel expense documentation), the Hearing Office should advise the Contractor that a correction is needed, which could result in a resubmission of the invoice (or submission of travel expense documentation) by the Contractor, which may result in delay of payment.

- g. The Contractor should **not** submit invoices directly to the Division of Administrative Payment Services. Currently, the Hearing Office designee has several submission options to the Division of Administrative Payment Services.
- h. The Division of Administrative Services makes the payment in accordance with the Prompt Payment Act and uses the EFT payment method. The Contractor's SAM registration must be active for payment to be made.
- i. The Contractor will be paid via EFT within 30 calendar days after submitting a proper invoice to the Agency.

3. Electronic Funds Transfer (EFT) and Registration in the System for Award Management Database

Payments made by Division of Administrative Payment Services under this Agreement shall be made by EFT pursuant to FAR 52.232-33, Payment by Electronic Funds Transfer.¹ This clause requires contractors to provide the Government with the information required to make payments by EFT. And, the clause requires the contractor to register in the System for Award Management (SAM). Payments will be made according to the banking information in SAM.

Go to <http://www.sam.gov> to register in the SAM database. You may contact the SAM helpdesk at 866-606-8220.

4. Consolidated Invoice Payment Inquiries

All payment inquiries should be made by one of the following methods: phone or E-mail to the Division of Administrative Payment Services (DAPs) Customer Service unit, online through the U.S. Department of Treasury's Internet Payment Platform (IPP) System, or by phone via the Financial Interactive Voice Response System (FIVR).

Be sure to reference your Consolidated Invoice for the following information when making an inquiry:

- Contractor's Name
- Contractor's Tax ID #
- Date Invoice was submitted by Hearing Office to DAPS
- Invoice Amount
- Invoice #

It is important to allow 10 calendar days from the date the Hearing Office submitted the consolidated invoice for payment to the Division of Administrative Payment Services before inquiring about a payment status.

Note: Do not fax invoice copies to the Division of Administrative Payment Services as a means of payment inquiry, unless you are instructed to do so by a Customer Service Representative. Duplicate invoice copies received in the Division of Administrative Payment Services can cause duplicate payments to occur, thus initiating the payment recovery process.

IPP System

(U.S. Dept. of the Treasury's Internet Payment Platform (IPP) System):

https://www.ipp.gov/login/IPPLogon_Index.htm

The IPP System is a secure on-line system where payment history can be retrieved. To enroll, you will need to call the IPP Help Desk at (866) 973-3131. The Help Desk is available to assist users 8 a.m. through 6 p.m. Monday through Friday (excluding holidays). A User ID and password are required to view payment information. You may view payment data on-line (24-hours a day 7 days a week) or have it e-mailed directly to you. For additional information on the IPP System, go to <https://www.ipp.gov>.

FIVR/Customer Service:

(410) 965-0607

FIVR is an automated, self-service system that allows you to receive various payment information over the phone. Simply contact the phone number above and follow the voice prompts.

If you cannot get your answer via FIVR, you can reach a Customer Service Representative by selecting option 6. If no one is available to take your call, please be sure to leave a message and someone will get back to you at their earliest convenience, generally within 24 hours, during regular business hours.

E-mail:

Payment.Inquiries@ssa.gov

If you prefer, you may E-mail your payment inquiry request to the E-mail address above. A Customer Service Representative will respond to your request at their earliest convenience, generally within 24 hours, during regular business hours.

Payment Inquiries for Hearing Impaired Persons:

(410) 597-1395

The Division of Administrative Payment Services has installed a Telecommunications Device for the Deaf (TDD), a telephone line for the hearing impaired. You may access the services available on the FIVR system through TDD. If additional support is needed, Customer Services Representatives are available Monday through Friday between the hours 8am and 4pm EST.

For additional information, please visit the DAP Vendor Information web site at www.ssa.gov/vendor/.

D-3 RISK OF LOSS

Risk of loss or damage to any material furnished to the Contractor under this agreement shall remain with the Contractor until the conclusion of the hearing for which the material was intended.

D-4 WARRANTY

Notwithstanding the inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this agreement will, at the time of acceptance, conform to the requirements of this agreement. At the time the services are rendered, the Government will immediately notify the Contractor of any defects or nonconformance and if he/she is required to correct or re-perform the services. Correction of, and/or re-performing the services, shall be at no additional cost to the Government. If the Contractor fails or refuses to correct or re-perform, the Government may correct or replace with similar services and charge the cost to the Contractor.

D-5 ORDERING PROCEDURES

Individual "orders" for services (known as Call Orders) against this Agreement will be placed in writing or by telephone and confirmed by the contractor in writing. Every effort will be made to order services at least 10 calendar days prior to the scheduled hearing.

A "Hearing Specific Information Sheet" may be provided with each order placed under the BPA (reference Exhibit C.)

AUTHORIZED ORDERING OFFICIALS

Individuals authorized to place Call Orders for services and sign as the "Ordering Official" under this Agreement are limited to the following positions, and to the associated dollar limitations:

TITLE OF POSITION	DOLLAR LIMITATION per BPA CALL
Hearing Office Chief Administrative Law Judge	\$3,500
Hearing Office Director	\$3,500
Supervisory Paralegal Specialist	\$3,500
Group Supervisor	\$3,500
Senior Attorney Adviser/Advisor	\$3,500
Attorney Adviser	\$3,500
Paralegal Analyst	\$3,500
Hearing Officer Supervisor	\$3,500
Lead Case Technician	\$3,500
Senior Case Technician	\$3,500
Case Technician	\$3,500
Administrative Assistance	\$3,500
Office Automation Clerk	\$3,500
Management Services Assistant	\$3,500
Supervisory Paralegal Specialist	\$3,500
Legal Assistant	\$3,500
Appellate Support Clerk	\$3,500

D-6 WARRANTY AGAINST DUAL COMPENSATION

The contractor warrants that no part of the total amount paid for services provided under this BPA shall be paid, directly or indirectly, to any officer or employee of the Social Security Administration as wages, compensation or gifts for acting as officer, employee or consultant to the contractor in connection with any work contemplated or performed under, or in connection with, this BPA.

D-7 DISSEMINATION OF INFORMATION

Data and information either provided to the contractor, or to any subcontractor or generated by activities under the BPA shall be privileged. The contractor, and any subcontractors, shall be restricted from duplicating, using or disclosing such data or information, in whole or in part, outside the Social Security Administration for any purpose other than the fulfillment of the requirements set forth in this Agreement.

D-8 CONFLICT OF INTEREST

The contractor may render services outside the scope of this BPA to individuals, organizations, other agencies of the Government and components of the SSA provided it does not present a conflict of interest as determined by the appropriate Agency official. Except, 20 CFR416.919q, which specifically prohibits physicians and psychologists who work for us directly as employees or under contract from working concurrently for a State agency.

The contractor agrees not to render any services:

- In any case in which any relative of the contractor, in his/her official capacity as an employee or officer of the SSA has personally participated in any manner including, but not limited to, the consideration, preparations or processing of the claim which is the subject of a hearing : or
- In any SSA office that employs a relative of the contractor unless, the contractor has first obtained the prior written authorization of the Associate Commissioner, Office of Budget, Facilities, and Security of ODAR.
- In any case for which the contractor provided expert opinion at an earlier adjudicative level (e.g., the contractor may not render services on a case at a hearing if the contractor provided expert opinion on that same case at the Reviewing Official level).

As used in this article, the term “relative” means the contractor’s spouse, child, parent or sibling, whether related by blood, marriage or operation of law. A relative is also considered to be any other person living in the same household as the contractor.

D-9 AGENCY SPECIFIC CLAUSES**D-9.1 2352.204-1 – Security and Suitability Requirements (JUL 2013)**

(a) Acronyms and Definitions – As used in this clause --

“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” means Contracting Officer.

“Contractor” means any entity having a relationship with SSA because of this contract. This term includes, but is not limited to, corporations, limited liability partnerships, and sole proprietorships.

“CPOC” means Company Point of Contact as specified by the contract.

“CPSPM” means Center for Personnel Security and Project Management.

“COTR” means Contracting Officer’s Technical Representative.

“Contractor Personnel” means employees of the contractor; employees of the subcontractor; any consultant retained by the contractor or subcontractor; any volunteer or intern of the contractor or subcontractor; and if the contractor or subcontractor is a sole proprietorship, it refers to the sole proprietorship.

“PIV” means Personal Identity Verification.

“Subcontractor” means any entity having a relationship with SSA’s contractor because of this contract. This term includes, but is not limited to, corporations, limited liability partnerships, and sole proprietorships.

“eQIP” means 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 contractor personnel needing access to a SSA facility, site, system, or information. If applicable, the clause also describes the process to obtain a PIV credential.

(c) PIV Credentials.

(1) A PIV credential is required for Contractor personnel 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 paragraph (k) for more information.)

(2) A PIV credential is not required for:

(i) Contractor personnel requiring escorted access to a SSA facility or site for less than six months; or

(ii) Contractor personnel requiring infrequent escorted access to a SSA facility or site, even if the access may be longer than six months (e.g., contractor personnel who provide infrequent facilities or equipment maintenance or repair, or who conduct onsite shredding, etc.).

(3) A background investigation is required any time contractor personnel requires any type of access to a facility, site, system, or information, whether or not a credential is required.

(4) The contractor is required to include the substance of this clause in any subcontract requiring the subcontractor to access a SSA facility, site, system, or information. However, the contractor must obtain, review, and submit to SSA all of the completed and required forms (see paragraphs (g) through (i) from the subcontractor. SSA will not accept completed forms from anyone other than the contractor.

(d) Authorities.

(1) Homeland Security Presidential Directive 12
(<http://www.dhs.gov/homeland-security-presidential-directive-12>).

(2) Office of Management and Budget Memorandum M-05-24
(<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2005/m05-24.pdf>).

(3) The Crime Control Act of 1990, Public Law 101-647, subtitle E, as amended by Public Law 102-190 (for childcare center security requirements)
(<http://www.icctc.org/IHS-BIA%20CPT%20Handbook/Crime%20Control%20Act%20of%201990.pdf>).

(4) Executive Orders 10450
(<http://www.archives.gov/federal-register/codification/executive-order/10450.html>) and 12968 (<http://www.fas.org/sgp/clinton/eo12968.html>) and Title 5, Code of Federal Regulations (CFR), Parts 731
(http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title05/5cfr731_main_02.tpl), 732
(http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title05/5cfr732_main_02.tpl), and 736 (for positions assigned a “National Security” designation)
(http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title05/5cfr736_main_02.tpl).

(e) Background Investigation and Adjudication Process. The background investigation and adjudication processes are compliant with 5 CFR 731.

(f) Applicant Listing.

(1) Upon award, the CPOC will provide to SSA an applicant listing of all contractor personnel for whom the contractor requested 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, and the full name, Social Security number (SSN), date of birth, and 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.) for all contractor personnel. All spelling of names and places and numbers must be completely accurate for the applicant to be able to access the eQIP website. The background investigation process does not start until the CPOC submits this applicant listing; therefore, the CPOC should submit the listing as soon as possible after award.

(2) Submit the applicant listing via U.S. Mail to the address located in paragraph (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 when contractor personnel have

been invited into the eQIP website to electronically complete the background investigation form. The CPOC will provide the website to contractor personnel to complete the eQIP form. Contractor personnel will have up to fourteen (14) calendar days to complete the eQIP form. The 14-day timeframe begins once SSA notifies the CPOC of the eQIP invitation(s). Contractor personnel must print the signature pages of the form (pages 5 and 6 for Standard Form (SF) 85; pages 7 through 9 for SF 85P), sign the signature pages, and provide the signed originals to the CPOC.

(2) Paper Forms.

(i) Two (2) Field Division (FD)-258 charts, Applicant Fingerprint Chart (The CO will provide the FD-258 charts at the time of award.). NOTE: The contractor will be responsible for obtaining and providing acceptable fingerprints for use by SSA. Regardless of the method used to fingerprint contractor personnel, (electronic capture or ink) the only acceptable fingerprint chart is the FD-258.

(ii) Optional Form 306, Declaration for Federal Employment (http://www.opm.gov/forms/pdf_fill/of0306.pdf).

(iii) Fair Credit Reporting Act Authorization Form, Federal Investigations Notice: 98-02 (<http://www.opm.gov/investigate/archive/1998/fin9802.asp>).

(iv) Original signed and dated eQIP Signature Pages (See paragraph (g)(1) above).

(v) Contractor personnel who are not U.S. Citizens must provide SSA with legible photocopies of their work authorization permit and Social Security card.

(h) Forms Completion.

(1) 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.

(2) SSA will return incomplete forms to the CPOC. To ensure the forms are completed correctly, obtain a sample of a properly completed form at http://www.ssa.gov/oag/acq/Sample_Security_Requirement_Docs%20.pdf. Access information related to the eQIP process at the e-QIP Quick Reference Guide for the Applicant at <http://www.opm.gov/investigations/e-qip-application/#url=Quick-Reference-Guide>.

(i) Forms Submission.

(1) The CPOC shall submit one cover sheet to SSA containing the names of all contractor personnel whom the contractor has submitted completed paperwork. This cover sheet must include the contract number, full name, SSN, date of birth, and place of

birth for all contractor personnel. Submit this cover sheet along with the completed paper forms and two FD-258 fingerprint charts for all contractor personnel to:

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

(2) For tracking purposes, SSA recommends submitting these documents to the agency via certified mail.

(3) Simultaneously, the CPOC must submit a copy of the cover sheet ONLY to the COTR.

(4) The CPOC must submit the paper forms at least 15 days prior to the date work is to begin. For new contractor personnel (i.e., those who have not previously received a suitability determination under this contract) who 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.

(1) A Federal Bureau of Investigation fingerprint check is 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 contractor personnel unsuitable to continue performing under this contract. CPSPM will notify the CPOC, COTR, and CO of the results of these determinations.

(2) No contractor personnel will be allowed access to a SSA facility, site, information, or system until CPSPM issues a favorable suitability determination. A suitability determination letter issued by CPSPM is valid only for performance on the contract specified in the letter. The CPOC is required to follow the instructions in paragraphs (f) through (i) above if contractor personnel move to another contract within the same company, even if the contractor personnel will perform work at the same risk designation level. CPSPM then issues a new suitability determination letter for the contractor personnel who moves to the other contract.

(3) 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.

(4) The contractor must notify the contractor personnel of any unsuitable determinations as soon as possible after receipt of such a determination (see paragraph (p) below for an explanation of the appeals process).

(k) Obtaining a Credential.

(1) This section applies only if contractor personnel will have access to a facility, site, system, or information as described in the first bullet of paragraph (c)(1).

(2) Once the contractor personnel receive notification of an acceptable suitability determination, but prior to beginning work under the contract, the contractor personnel must appear at the respective Regional Security Office or SSA Headquarters Parking and Credentialing Office to begin the credentialing process. The contractor personnel 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 form at <http://www.uscis.gov/files/form/i-9.pdf> for acceptable forms of ID). For SSA Headquarters access, a completed Form SSA-4395, Application for Access to SSA Facilities, signed by the contractor personnel and the COTR is also required. The COTR will provide the SSA-4395 Form to the contractor personnel when applicable.

(3) The contractor must contact the COTR to arrange for credentialing. Credentialing will occur at the appropriate SSA Parking and Credentialing Office or Regional Security Office. 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 personnel to be escorted (by either the COTR or a COTR's representative) to the appropriate credentialing office at the time of this appointment.

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

(5) (i) SSA Headquarters' Parking and Credentialing Office representatives can be reached at Parking.and.Credentialing@ssa.gov or 410-965-5910.

(ii) Research Triangle Park Parking and Credentialing Office representatives can be reached at 877-586-6650, extension 25211.

(iii) Regional Security Office contact information is in the Appendix at the end of this clause.

(l) Contractor Personnel Previously Cleared by SSA or Another Federal Agency.
If

contractor personnel previously received a suitability determination from SSA or another Federal agency, the CPOC should include this information next to the contractor personnel's name on the initial applicant listing (see paragraph (f)). CPSPM will review

the information. If CPSPM determines another suitability determination is not required, it will provide a letter to the CPOC, COTR, and CO indicating the contractor personnel 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 any contractor personnel is arrested or charged with a crime during the term of this contract, or if there is any other change in the status of contractor personnel (e.g., leaves the company; no longer works under the contract; the alien status changes) that could affect their suitability determination. The contractor must provide in the notification as much detail as possible, including, but not limited to: name(s) of contractor personnel 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 contractor personnel under this contract are returned to SSA's Headquarters' Parking and Credentialing Office or Regional Security Offices, as appropriate, as soon as any of the following occur: when no longer needed for contract performance; upon completion of any contractor personnel 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 personnel from performing under the contract for reasons related to conduct even after the contractor personnel has been found suitable to work on the contract (see paragraph (q) below).

(p) Clarification Process for Unsuitable Determinations.

(1) Requests for clarification for unsuitable determinations must be submitted in writing within 30 days of the date of the unsuitable determination. Contractor personnel must file their own requests; contractors may not file requests on behalf of contractor personnel.

(2) The request for clarification can be sent to SSA at dchr.ope.hspd12appeals@ssa.gov or:

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 the contractor immediately remove any contractor personnel from working under the contract based on conduct that occurs after a favorable suitability determination. This includes temporarily

removing contractor personnel arrested for a violation of law pending the outcome of any judicial proceedings. The contractor must comply with these requests to remove any contractor personnel. The Government's determination may be made based on, but not limited to, these incidents involving the misconduct or delinquency:

(1) Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes any local credentialing requirements.

(2) 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.

(3) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents, records, or government property or concealment of material facts by willful omissions from official documents or records.

(4) 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.

(5) Theft, vandalism, or any other criminal actions.

(6) Selling, consuming, possessing, or being under the influence of intoxicants, drugs, or substances that produce similar effects.

(7) Improper use of official authority or credentials.

(8) Unauthorized use of communications equipment or Government property.

(9) Misuse of weapon(s) or tools used in the performance of the contract.

(10) Unauthorized access to areas not required for the performance of the contract.

(11) Unauthorized access to employees' personal property.

(12) Violation of security procedures or regulations.

(13) Prior contractor personnel unsuitability determination by SSA or another Federal agency.

(14) Unauthorized access to, or disclosure of, agency programmatic or sensitive information, or Internal Revenue Service Tax Return information.

(15) Failure to ensure the confidentiality of or failure to protect from disclosure, agency information entrusted to them. Certain provisions of these statutes and regulations apply to Federal employees, and apply equally to contractor personnel:

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

(16) Being under investigation by an appropriate authority for violating any of the
above.

Appendix:

Regional Security Offices

Regional Credentialing Contacts for Contractor Personnel

Region 1 – Boston

Management and Operations Support, Steve DeLosh – 617-565-2830

Region 2 – New York

Center for Materiel Resources, Field Services Team, General Office – 212-264-2603

Region 3 – Philadelphia

Center for Materiel Resources, Building Management Team, General Office –
215-597-8201

Region 4 – Atlanta

Center for Security and Integrity, Charlene C. Jones – 404-562-1432

Region 5 – Chicago

Management and Operations Support, Building Services Unit

Sharon Young – 312 575-4150

Evelyn Principe – 312 575-6342

Sofia Luna – 312 575-5762

Carlton Brown – 312 575-5957

Region 6 – Dallas

Center for Materiel Resources, Employee Relations, Veronica Drake – 214-767-2221

Region 7 – Kansas City

Center for Security Integrity, General Office Line – 816-936-5555

Region 8 – Denver

Center for Security and Integrity, Phil Mocon – 303-844-4016

Region 9 - San Francisco

Center for Security and Integrity, Cassandra Howard - 510-970-4124

Region 10 - Seattle

Center for Security and Integrity

Lisa Steepleton - 206-615-2186

Greg Cheadle – 206-615-2031

(End of clause)

D-9.2 2352.204-2 Federal Information Security Management Act (FISMA) and Agency Privacy Management (DEC 2014)

(a) Definitions

Terms defined for this clause:

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

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

“PIV Credential” means personal identity verification credentials required for contractor personnel requiring access to an SSA information system or routine, unescorted access to a SSA facility or site for a period of six months or more.

(b) Agency Responsibility Related to FISMA Training Requirements

(1) The FISMA of 2002 (Title III, Pub. L. No. 107-347) (<http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>) and the Office of Management and Budget policy (through Circular A-130, Appendix III, http://www.whitehouse.gov/omb/circulars_a130_a130appendix_iii) require all agency employees, and contractor and subcontractor personnel working under agency contracts who will have access to any kind of SSA information, receive periodic training in computer security awareness and accepted computer security practice. 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.

(2) SSA’s Security Awareness Contractor Personnel Security Certification (CPSC) form, SSA-222, adequately covers the required information technology security and privacy awareness training for this contract. The SSA-222 is on OAG’s internet site (see paragraph (c)(3)(i) below). This training does not preclude any additional role-based training specified elsewhere in this contract.

(c) Contractor Responsibilities Related to FISMA Training Requirements

(1) Contractor Personnel Requiring an SSA-issued PIV Credential and Access to SSA's Network

(i) Following contract award, the agency mandates contractor personnel requiring a PIV credential to take security awareness training by reading and electronically signing the CPSC form, SSA-222, during the PIV credentialing process. This requirement also applies to contractor personnel requiring a PIV credential subsequently added to the contract. If contractor personnel receive a PIV credential, contractors are not required to send an email per paragraph (c)(3)(iii).

(ii) For each successive year the contract is in operation, contractor personnel shall take annual security awareness training via a video on demand on SSA's intranet website. Contractor personnel with a valid SSA email address will receive an email to take this training at the appropriate time.

(2) Contractor Personnel Requiring an SSA-issued PIV Credential but Not Access to SSA's Network:

(i) Following contract award, the agency mandates contractor personnel requiring a PIV credential to take security awareness training by reading and electronically signing the CPSC form, SSA-222, during the PIV credentialing process. This requirement also applies to contractor personnel subsequently added to the contract and requiring a PIV credential. For contractor personnel receiving a PIV credential, contractors are not required to send an email per paragraph (c)(3)(iii) for the first year of the contract.

(ii) If applicable, for each successive year of the contract, the contractor shall repeat the processes described in paragraphs (c)(3)(i)-(iii), below, on an annual basis. The contractor must submit the information in paragraph (c)(3)(iii), below, within 45 days of: the date the option was renewed, or the anniversary of the contract award date, whichever comes first.

(3) Contractor Personnel Not Requiring an SSA-issued PIV Credential and Not Access to SSA's Network:

(i) Following contract award, the contractor shall ensure that all contractor personnel performing under this contract take the security awareness training by reading and signing the CPSC form, SSA-222. This requirement also applies to contractor personnel subsequently added to the contract. A copy of this form is on OAG's Internet website (<http://www.socialsecurity.gov/oag/acq/SSA-222.pdf>).

(ii) The contractor must receive signed copies of the form from each contractor personnel working under the contract within 30 days following contract award, or within 30 days after a contractor personnel begins working under the contract, whichever comes first.

(iii) The contractor shall send an email to security.awareness.training@ssa.gov, with a copy to the contracting officer and the contracting officer's technical representative, within 45 days following contract award. Similarly, the contractor shall send such email notification 45 days of when new contractor personnel are added to perform work under the contract. The contractor will attach each signed form, completed per paragraph (c)(3)(ii), above, to the email along with a list of the names (first, middle initial, and last) of the contractor personnel who signed the form and the contract number they are working under.

(iv) For each successive year the contract is in operation, the contractor shall repeat the processes described in paragraphs (c)(3)(i)-(iii), above, on an annual basis. The contractor must submit the information in paragraph (c)(3)(iii), above, within 45 days of: the date the option was renewed, or the anniversary of the contract award date, whichever comes first.

(4) The contractor shall retain copies of signed SSA-222 forms mentioned in paragraphs (c)(2) and (3) above for potential future SSA audits for a period of three years after final payment (per Federal Acquisition Regulation Section 4.703).

(d) Applicability of this Clause to Subcontractor Personnel. The contractor is required to include a clause substantially the same as this in all subcontracts awarded under the prime contract. This clause shall require the subcontractors to follow the instructions in paragraph (c) of this clause. For subcontractor personnel following paragraphs (c)(2) and (3), the subcontractor shall submit the signed forms to the contractor and the contractor will be responsible for submitting this information to SSA per paragraph (c)(3)(iii). The subcontractor shall be responsible for maintaining its signed forms as detailed in paragraph (c)(4).

(End of clause)

D-9.3 Social Security Administration (SSA) Security Awareness: Contractor Personnel Security Certification

Purpose: This form is to be signed by 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 contract, 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

Date

D-9.4 AS 2401 - 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 contract 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 contract 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 paragraph (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 contract 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.

D-9.5 AS 2402 – 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 contract (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:

- first and last name of the employee taking/returning the material;
- the name of the file or document containing PII that he/she intends to transport from the office;
- 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);
- the reason he/she intends to transport the file or document containing PII;
- the date he/she transported the file or document containing PII from the secure duty station; and
- 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: [**Contracting Officer: Mark the appropriate statement below.**]

[] This contract entails employee disposal of PII. Employees shall follow the procedures described in [**Contracting Officer: Fill in reference to appropriate section, paragraph, article, etc., of the contract as applicable. Page numbers are optional.**]

[X] This contract 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 contract 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 contract 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.

- My primary SSA contact for reporting the loss, compromise, or potential compromise of PII is:** *[Contracting Officer: Fill in the name and contact information (phone number(s), address, etc.) of the primary SSA contact. This should be the COTR]*

The alternates to this primary contact are as follows:

First Alternate: *[Contracting Officer: Fill in the name and contact information (phone number(s), address, etc.) of the First Alternate SSA contact. This should be the Alternate COTR.]*

Second Alternate: *[Contracting Officer: Fill in the name and contact information (phone number(s), address, etc.) of the Second Alternate SSA contact.]*

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

Name:					
Position:					
Deputy Commissioner Level			<i>[Contracting Officer: fill in]</i>		
Organization:					
Phone Numbers:					
Work:		Cell:		Home/Other:	
E-mail Address:					
Check one of the following:					
Management Official		Security Officer		Non-Management	

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

**Contractor/Subcontractor (circle as appropriate):*

***SSA Contract Number (if known):*

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

Name:					
Position:					
Deputy Commissioner Level Organization:	[Contracting Officer: fill in]				
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 Contract 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			
	Yes	No	
SSA-3114 (Incident Alert) -- Not Applicable for Contractors or 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 the primary SSA contact, 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 Contracting Officer’s Technical Representative (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 contract number.

2. If you are reporting the incident directly to the NCSC, complete all items to the extent possible (note: Item 4 will be “not applicable”). *Special notes regarding Item 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 contract is servicing (e.g., Office of Telecommunications and Systems Operations).
 - Be sure to provide the additional information regarding your company/organization’s name and, if known, the Agency-assigned contract number.

D-9.6 ADDITIONAL TERMS AND CONDITIONS**D-9.6.1 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
- (1) When no longer needed for contract performance.
 - (2) Upon completion of the Contractor employee's employment.
 - (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

D-9.6.2 52.204-13 System for Award Management Maintenance (Jul 2013)

- (a) *Definition.* As used in this clause--

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

“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 SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
 - (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and
 - (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.
- (b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (c)
- (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 SAM 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 shall provide with the notification sufficient documentation to support he legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract 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 SAM 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 SAM. Information provided to the Contractor's SAM 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.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor 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.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

(End of Clause)

SECTION E – DOCUMENTS/EXHIBITS AND/OR ATTACHMENTS

<u>EXHIBIT NUMBER</u>	<u>TITLE OF EXHIBIT</u>
A	SAMPLE BPA CALL ORDER
B	SAMPLE CONTRACTOR'S CONSOLIDATED INVOICE
C	HEARING SPECIFIC INFORMATION SHEET
D	NOTICE OF AVAILABILITY
E	RESUME OF EXPERIENCE AND BACKGROUND (VOCATIONAL EXPERT)
F	STATEMENT OF PROFESSIONAL QUALIFICATIONS (VOCATIONAL EXPERT)

EXHIBIT A
SAMPLE BPA CALL ORDER

MENE Call Order

Name of Contractor: JANE DOE
Address:

EIN/SSN: XXXXXXXXX
ID: 22940

BPA: SS03-08-XXXXX

SOC: 252E

Call Order #: 1136-10-XXXXXXX PERIOD: 02/04/2010 to 03/15/2010

SERVICES*:
 A - Study
 B - Remand Study
 C - Interrogatory
 D - Additional Evidence
 E - First Appearance of Day
 F - Other Appearance Same Day
 K - Medical Assessment After Previous Fee Payment
 L - Discussion
 M - Preparation of Lecture
 N - Conference

*Refer to Expert Witness Fee Schedule to Compute Reimbursement

HEARING	ORDER	USAGE	CLAIMANT	ALJ/AAJ	ALJ/AAJ	EXPERT
1136-10-XXXXXX	02/08/2010	02/19/2010	Doe, Jane	GERALD J SPITZ (1385)	A/E	\$45.00
1136-10-XXXXXX	02/08/2010	02/19/2010	Smith, John	GERALD J SPITZ (1385)	A/F	\$0.00
1136-10-XXXXXX	02/08/2010	02/19/2010	Kent, Clark	GERALD J SPITZ (1385)	A/F	\$45.00
1136-10-XXXXXX	02/08/2010	02/19/2010	Doe, John	GERALD J SPITZ (1385)	B/F	\$45.00
1136-10-XXXXXX	02/08/2010	02/19/2010	Lane, Lois	GERALD J SPITZ (1385)	A/F	\$45.00

Total Claimed: \$180.00 ***Estimated Travel** \$ _____

(Services described above were performed as stated)

* Social Security Administration will only pay for travel when it is authorized in advanced and indicated on this call order
No travel will be reimbursed for travel less than 50 miles. Please see the Blanket Purchase Agreement for more information.

Ordering Official _____

Date _____

EXHIBIT B

**SAMPLE CONTRACTOR'S
CONSOLIDATED INVOICE**



ME-VE Sample
Invoice Rev120309.

REQUIRES ADOBE ACROBAT TO OPEN.

YOU CAN TYPE ON THE DOCUMENT. AND, THE DOCUMENT CAN BE
PRINTED. HOWEVER, THE DOCUMENT CANNOT BE SAVED.

EXHIBIT C
HEARING SPECIFIC
INFORMATION SHEET
(optional use)

**BLANKET PURCHASE AGREEMENT
EXPERT WITNESS SERVICES
HEARING SPECIFIC INFORMATION SHEET**

Date of Request: _____ Requesting
ALJ/AAJ: _____

Case or Master File Name: _____

Docket Number(s) _____ Date(s) of Hearing :

Location of Hearing Hearing:

Number of Beneficiaries: _____ (*if applicable*)

Provide the beneficiary's name if the case involves a single beneficiary:

Type of Case and Specialty of Expert Needed: (*check as applicable*)

Additional specific requirements related to case(s) on appeal. What will evaluation of record involve:

What services will the expert be asked to provide? Payment will be made in accordance with the fee schedule set forth in the Statement of Work.

PRE-HEARING REVIEW ACTIVITIES

Pre Hearing Review/ Not to exceed _____ cases
Review of Case(s) Involving

HEARING ACTIVITY

Testimony: Estimated _____ hours

PRE OR POST-HEARING/ ACTIVITY

Interrogatories: Not to exceed _____ cases

TOTAL PAYMENT ESTIMATED \$ _____

Ordering Official Signature/Date

EXHIBIT D
NOTICE OF AVAILABILITY

NOTICE OF AVAILABILITY

The information that you provide on this form will be used to determine your availability to provide expert witness services at hearings conducted by the Office of Disability Adjudication and Review. Therefore, it is important you provide as complete and accurate information as possible.

When completing this notice please keep in mind your professional commitments. You must indicate the specific days and hours that you are generally available.

Every effort will be made to schedule hearings on weekdays between the hours of 7:00 a.m. and 6:00 p.m. However, in some instances it may be necessary to schedule hearings earlier in the morning or later in the evenings; or, on weekends or Federal holidays.

The information that you provide below should reflect the general range of hours each day and the total number of hours per week that you expect to be available.

<i>DAY OF WEEK</i>	FROM (specify a.m. or p.m.)	TO (specify a.m. or p.m.)
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		
Total Hours Per Week		

Are you available on:

A regular weekly basis? A regular monthly basis? Other basis? (*specify*)

Name (please print)	Office Phone	Home Phone
Signature		Date

EXHIBIT E
RESUME OF EXPERIENCE
AND
BACKGROUND
(VOCATIONAL EXPERT)

**RESUME OF EXPERIENCE AND BACKGROUND
(VOCATIONAL EXPERT)**
(Print Or Type All Entries)

HOME PHONE : _____

TAXPAYER IDENTIFICATION NO.
(SSN OR EIN)

OFFICE PHONE: _____

1. NAME: _____
(LAST) (FIRST) (MIDDLE)

2. MAILING ADDRESS: _____

3. PRESENT EMPLOYMENT

PRESENT EMPLOYER _____ DATE EMPLOYMENT
BEGAN _____

POSITION OR TITLE & DESCRIPTION OF DUTIES _____

4. PREVIOUS RELEVANT EXPERIENCE

EMPLOYER _____ DATES OF
EMPLOYMENT _____

POSITION OR TITLE & DESCRIPTION OF

DUTIES _____

(PLEASE ATTACH CONTINUATION SHEET(S), IF ADDITIONAL SPACE IS REQUIRED.)

5. EDUCATION

(A) UNDERGRADUATE INSTITUTION DEGREE/DATE MAJOR
SUBJECT
(NAME AND ADDRESS)

(B) GRADUATE INSTITUTION DATES OF ATTENDANCE DEGREE MAJOR
SUBJECT
(NAME AND ADDRESS)

6. CERTIFIED AS A MEMBER IN GOOD STANDING OF THE FOLLOWING ORGANIZATION)
ATTACH COPY OF CERTIFICATION)

ARE YOU AN EMPLOYEE OF THE FEDERAL GOVERNMENT?
 YES [] NO []

IS ANY RELATIVE AN EMPLOYEE OR OFFICER OF THE SOCIAL SECURITY
 ADMINISTRATION? YES [] NO []

IF YES, WHAT IS THE RELATIONSHIP?

DO YOU HAVE A CONTRACT OR OTHER AGREEMENT WITH THE FEDERAL GOVERNMENT?
 YES [] NO []

IF YES, WHAT IS THE NATURE OF THE CONTRACT OR AGREEMENT?

ATTENTION

(PLEASE READ THE FOLLOWING PARAGRAPHS BEFORE SIGNING THIS FORM)

I UNDERSTAND THAT A FALSE ANSWER TO ANY OF THE ITEMS LISTED ON MY
 RESUME MAY BE GROUNDS FOR NOT RECEIVING OR TERMINATING MY BLANKET
 PURCHASE AGREEMENT. I FURTHER UNDERSTAND THAT FEDERAL LAW 18 U.S.C.

1101 PROVIDES THAT MAKING FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS ON THIS RESUME IS PUNISHABLE BY FINE OR IMPRISONMENT.

I HAVE COMPLETED THIS RESUME WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY AND ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO VERIFICATION, AND CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY PROFESSIONAL CAPABILITIES AND BACKGROUND BY EMPLOYERS, EDUCATIONAL INSTITUTIONS AND OTHER PERSONS TO THE CONTRACTING OFFICER.

CERTIFICATION

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

SIGNATURE

DATE

EXHIBIT F
STATEMENT OF PROFESSIONAL QUALIFICATIONS
(VOCATIONAL EXPERT)

Region:
HO Code:
HO:
BPA:

SOCIAL SECURITY ADMINISTRATION
OFFICE OF DISABILITY ADJUDICATION AND REVIEW
INSERT STREET ADDRESS
INSERT CITY AND STATE
INSERT PHONE NUMBER

STATEMENT OF PROFESSIONAL QUALIFICATIONS (VOCATIONAL
EXPERT)

NAME

ADDRESS:

TELEPHONE: _____ SOCIAL SECURITY NO:

(daytime)

BIRTHDATE: _____ EMPLOYER IDENTIFICATION

NO: _____

1. EDUCATION: School:

State: _____ Year of Masters Degree: _____

2. EDUCATION: School:

State: _____ Year of Masters Degree:

STATE LICENSE/CERTIFICATION HELD: Year: _____ State: _____ No.:

TYPE OF PRACTICE: PLACE OF PRACTICE

DATES OF POST-GRADUATE SUPERVISED EXPERIENCE AS.A VOCATIONAL
EXPERT IN HEALTH SERVICE:

From: To:

NUMBER OF YEARS OF VOCATIONAL EXPERTISE:

ARE YOU LISTED IN THE NATIONAL REGISTER OF HEALTH SERVICE PROVIDERS?: Yes: ___ No: ___

ARE YOU CERTIFIED BY A PROFESSIONAL ORGANIZATION? Yes: ___ No: ___
IF YES, LIST ORGANIZATION(S) BELOW:

OTHER: (Please provide other information related to your clinical experience in the diagnosis, treatment and evaluation of mental disorders; e.g., Hospital affiliations)

Year of Masters Degree:

If a graduate of a foreign medical school, please indicate the Educational Commission Foreign Graduate Number: _____

NOTE: THE REVERSE OF THIS FORM MUST ALSO BE COMPLETED

Are you an employee-of the Federal Government? Yes: _____ No: _____

Do you have a contract with the Federal Government. Yes: _____ No: _____

If "Yes", what is the nature of this contract?

Is any relative an employee or officer of the Social Security Administration? Yes _____
No _____

If "Yes", what is the relationship?

* Have you ever been convicted of fraud or any other felony?

- **Have you ever** been decertified, disqualified, or suspended from practicing medicine by a State licensing authority or medical treatment facility? Yes: _____ No: _____
- Have you ever been disqualified, suspended, or debarred from appearing before any component of any Federal Agency? Yes: _____ No: _____

AN AFFIRMATIVE ANSWER TO ANY OF THESE QUESTIONS REQUIRES THAT YOU PROVIDE DETAILS IN A SUPPLEMENTAL STATEMENT WHICH YOU MAY ATTACH TO THIS FORM.

Please read the following paragraphs before signing this form.

I understand that a false answer to any of the items listed on my resume may be grounds for terminating my Blanket Purchase Agreement. I further understand that Federal Law (18-U.S.C. 1001) provides that making false or fraudulent statements or representations in conjunction with my application is punishable by fine or imprisonment.

I have completed this resume with the knowledge and understanding that any and all items contained herein may be subject to verification, and consent to the release of information concerning my professional capabilities and background by employers, educational Institutions and other persons to duly authorized officers or employees of the Office of Disability Adjudication and Review.

CERTIFICATION

I certify that all of the statements made by me are true, complete and correct to the best of my knowledge and belief, and are made in good faith.

_____ (Signature/Date)

SECTION F – SUPPLEMENTAL PROVISIONS

F-1 NON-GOVERNMENT EMPLOYEE CERTIFICATION

In accordance with FAR 3.6, "Contracts with Government Employees or Organizations Owned or Controlled by Them," the contracting officer shall not knowingly award a contract to a Government employee or to a business concern or other organization owned or substantially owned or controlled by one or more Government employees. This policy is intended to avoid any conflict of interest that might arise between the employees' interest and their Government duties and to avoid the appearance of favoritism or preferential treatment by the Government toward its employees. Therefore, the offeror is required to complete the certification below:

CERTIFICATION (TO BE COMPLETED ONLY BY OFFERORS WHO ARE INDIVIDUALS OR WHO ARE BUSINESS CONCERNS OWNED OR SUBSTANTIALLY OWNED OR CONTROLLED BY ONE INDIVIDUAL)

I hereby certify that I am not an employee with any U. S. Government agency. Furthermore, I also certify that, if awarded this contract, I will inform the contracting officer if I obtain U. S. Government employment during the period of this contract including any option years exercised.

Signature/Date

If Government employee, list name of Government agency and position title:

NOTE: If the offeror is a Government employee or obtains Government employment during the course of this contract, the contracting officer will determine if such employment creates a conflict of interest with this contract. The contracting officer will take appropriate action to deal with any determined conflict of interest including possible termination of the contract.

F-2 LICENSE/CREDENTIALS CERTIFICATION

NOTE: This certification must be completed by the offeror or by the proposed physician(s) if offeror is other than an individual. If the offeror is other than an individual and there are multiple physicians proposed, the offeror shall submit a signed copy of this certification for each proposed physician.

I hereby certify the following:

If applicable, my license to provide health care services has neither been revoked within the last 10 years, nor is it currently suspended by any state licensing authority for reasons bearing on professional competence, professional conduct or financial integrity.

I am NOT currently excluded, suspended or otherwise barred from participation in the Medicare or Medicaid programs or any other Federal or Federally assisted program.

I have NOT currently surrendered my license while formal disciplinary proceedings involving professional conduct are pending.

In addition, I will immediately notify the project officer and/or contracting officer if any of the following situations occur, from submission of proposal through the life of the contract:

My license lapses for any reason or I fail to renew my license when it expires.

My license to provide medical or health care services is revoked or suspended by any state licensing authority for reasons bearing on professional competence, professional conduct or financial integrity.

I am excluded, suspended or otherwise barred from participation in the Medicare or Medicaid programs or any other Federal or Federally assisted programs.

I am asked to surrender my license while formal disciplinary proceedings involving professional conduct are pending.

NOTE: The offeror is hereby informed that, if unable to certify the above information, the offeror will not be considered for award of a contract. You are also informed that giving a false certification will be grounds for termination of any resulting or existing contract.

Signature/Date

SECTION G – INSTRUCTIONS TO OFFERORS**G-1 INSTRUCTIONS TO OFFERORS**

North American Industry Classification System (NAICS) code and small business size standard. If contracting with other than an individual, the NAICS codes and small business size standards for this acquisition are (size standard is based on the most recent 3-year average.)

<u>Category</u>	<u>NAICS Code</u>	<u>Size Standard</u>
Vocational Rehabilitation Services	624310	\$11.0 million

This industry comprises (1) establishments primarily engaged in providing vocational rehabilitation or habilitation services, such as job counseling, job training, and work experience, to unemployed and underemployed persons, persons with disabilities, and persons who have a job market disadvantage because of lack of education, job skill, or experience and (2) establishments primarily engaged in providing training and employment to persons with disabilities. Vocational rehabilitation job training facilities (except schools) and sheltered workshops (i.e., work experience centers) are included in this industry.

Offices of Optometrists	621320	\$7.5 million
--------------------------------	---------------	----------------------

This industry comprises establishments of health practitioners having the degree of O.D. (Doctor of optometry) primarily engaged in the independent practice of optometry. These practitioners provide eye examinations to determine visual acuity or the presence of vision problems and to prescribe eyeglasses, contact lenses, and eye exercised. These practitioners operate private or group practices in their own offices (centers, clinics) or in the facilities of others, such as hospitals or HMO medical centers, and may also provide the same service as opticians, such as selling and fitting prescription eyeglasses and contact lenses.

Offices of Mental Health Practitioners Except Physicians	621330	\$7.5 million
---	---------------	----------------------

This industry comprises establishments of independent mental health practitioners (except physicians) primarily engaged in (1) the diagnosis and treatment of mental, emotional, and behavioral disorders and/or (2) the diagnosis and treatment of individual or group social dysfunction brought about by such causes as mental illness, alcohol and substance abuse, physical and emotional trauma, or stress. These practitioners operate private or group practices in their own offices (centers, clinics) or in the facilities of others, such as hospitals or HMO medical centers.

Offices of Physical, Occupational and Speech Therapists, and Audiologists	621340	\$7.5 million
--	---------------	----------------------

This industry comprises establishments of independent health practitioners primarily engaged in one of the following: (1) administering medically prescribed physical therapy treatment for patients suffering from injuries or muscle, nerve, joint, and bone

disease; (2) planning and administering educational, recreational, and social activities designed to help patients or individuals with disabilities regain physical or mental functioning or to adapt to their disabilities; and (3) diagnosing and treating speech, language, or hearing problems. These practitioners operate private or group practices in their own offices (centers, clinics) or in the facilities of others, such as hospitals or HMO medical centers. *Example: Audiologists*

Offices of All Other Miscellaneous Health Practitioners **621399** **\$7.5 million**

This industry comprises establishments of independent health practitioners (except physicians; dentists; chiropractors; optometrists; mental health specialists; physical, occupational, and speech therapists; audiologists; and podiatrist.) These practitioners operate private or group practices in their own offices (centers, clinics) or in the facilities of others, such as hospitals or HMO medical centers. *Examples: Registered or licensed practical nurses; Denturists' offices; Dieticians' offices; Inhalation or respiratory therapists' offices.*

G-2 Submission of offers.

DO NOT SEND QUOTES/RESPONSES TO LINDA WASHECK, DENITA PATTERSON, OR CAROLYN WILLIAMS. YOU MUST SUBMIT YOUR RESPONSES TO THIS REQUEST FOR QUOTE TO THE SSA/ODAR OFFICE WHICH IS CLOSEST TO YOUR PHYSICAL PLACE OF BUSINESS ADDRESS. SEE ATTACHMENT 4 OF THIS DOCUMENT FOR THE SSA/ODAR LOCATIONS.

Vendor shall submit responses either electronically or mail. Please respond to the applicable email or street address closest to your place of business (see the attached list of addresses (Attachment 4) in your geographical area.

Note: Only one response will be accepted. A contractor will not be awarded multiple BPA's. Contractor may be allowed to work in other geographical areas.

The following documents should be signed, dated and returned to the office by the closing date indicated on the cover sheet.

<u>Technical Submission</u>	<u>RFQ Section</u>
(1) Signed SF-18 Form (completed with names, address, telephone number, e-mail address, DUNS Number)	Cover Page
(2) Blanket Purchase Agreement Form (signed and dated)	Section A
(3) A completed copy of the Notice of Availability (for the individual who will provide the services)	Exhibit D
(4) A completed copy of the Resume and Statement of	

Personal Qualifications (for the individual who will provide the services)

Exhibit E&F

- (5) Completed copy of the licensure and non-government certification forms (for the individual who will provide the services)

Section F

Data Universal Numbering System (DUNS) Number. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

Vendor must register on FedConnect website

<https://www.fedconnect.net/FedConnect>.

Registration is required in order to receive solicitation and/or award documents. Future solicitation documents and amendments will be published on this website.

G-3 ELIGIBILITY FOR AWARD/SUBMISSION OF INFORMATION ON EXPERIENCE

Offerors shall submit information regarding its experience and qualifications in the area of vocational rehabilitation. Information should include a brief description of the related experience, including dates of the experience and a point of contact including name and telephone number (if applicable.) To be eligible for award, offerors should, at a minimum, possess the following credentials and/or experience. Exhibits E and F are provided for submission of information.

- A. Current and extensive experience obtained from being actively engaged as a principal, employee or private consultant in counseling and the actual job placement of adult handicapped people;
- B. Up-to-date knowledge of, and current experience with, industrial and occupational trends and local labor market conditions;
- C. Current knowledge and use of a variety of vocational reference sources; and,
- D. An offerer who is teaching in the vocational rehabilitation field at the university or college level or administrators in the field of rehabilitation should also possess the required credentials or qualifications.
- E. Persons who have retired or left the field of vocational rehabilitation are not eligible for award.

SECTION H – EVALUATION OF QUOTATIONS

H-1 Offers will be evaluated for award solely on the basis of the offeror's qualifications and experience. If the offeror is a company, the qualifications and experience of the individual who will provide the services will be evaluated. The determination of whether or not the credentials and/or experience are relevant to the services to be provided rests solely with the Government.

This solicitation will remain open continuously through 12/31/2015; however, the government reserves the right to establish multiple future cutoff dates for receipt of quotes as the need arises. The solicitation will be amended as new cutoff dates are established and/or changes are made to the solicitation.

Note: See cover sheet for the current cutoff date.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding agreement without further action by either party. Before the offer's specified expiration time, the Government may accept an offer whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.