

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 60RRBH20R0002
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Hasael Roman		b. TELEPHONE NUMBER (No collect calls) 312-751-4397		6. SOLICITATION ISSUE DATE 11/07/2019
9. ISSUED BY Acquisition Management U.S. Railroad Retirement Board Acquisition Management Division 844 North Rush Street Chicago, IL 60611-1275		CODE	ACQMGMT	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR		
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		
				NAICS: 621111 SIZE STANDARD: \$12,000,000		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS <input type="checkbox"/>		13b. RATING
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO U.S. RAILROAD RETIREMENT BOARD MANAGEMENT SERVICES (PEMS/OP) 844 N RUSH ST, 6TH FL. SW CHICAGO, IL 60611		CODE	021	16. ADMINISTERED BY U.S. RAILROAD RETIREMENT BOARD ACQUISITION MANAGEMENT 844 N. RUSH ST., 9TH FL. CHICAGO, IL 60611		CODE 039
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY U.S. RAILROAD RETIREMENT BOARD FISCAL OPERATIONS 844 N RUSH ST., 5TH FLOOR CHICAGO, IL 60611		CODE
Telephone No.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
See Lines					

25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)	
				31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 02/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
I	Introduction	4
	OVERVIEW	4
II	Schedule of Supplies and Services	4
	Instructions for completing Section II - Schedule of supplies and services above, and Section II B & C below.	4
III	Statement of Work	5
	SOW	5
IV	General Terms and Conditions	8
	52.224-1 Privacy Act Notification (Apr 1984)	8
	52.224-2 Privacy Act (Apr 1984).....	8
	RRB.B.02 B. Security Provisions-1. Privacy Or Security Safeguards (AUG 1996) FAR 52.239-1 (with RRB Fill-ins)	8
	RRB.B.01 B. Security Provisions-1.Security Information.....	9
	RRB.A.04 A. General RRB Provision-4.Conflicts of interest	10
	52.217-8 Option to Extend Services (Nov 1999).....	10
	RRB.A.05 A. General RRB Provision-5.Post award meeting	10
	52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)	10
	52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Aug 2019)	10
	52.217-9 Option to Extend the Term of the Contract (Mar 2000)	16
	52.216-1 Type of Contract (Apr 1984)	16
	RRB.A.01 General RRB Provision 1. Technical Direction	16
	52.232-19 Availability Of Funds For The Next Fiscal Year (Apr 1984).....	16
	RRB.B.03 B. Security Provisions-3.Additional Security Requirements	17
	Conflict of Interest RRB Supplement	17
	RRB.A.07 A. General RRB Provision-7.The Role of Government Personnel and Responsibility for Contract Administration.....	17
V	Proposal Submission Instructions	18
	Instructions to Offerors RRB Supplement	18
VI	Evaluation and Award.....	20
	52.212-2 Evaluation - Commercial Items (Jan 1999)	20
VII	List of Attachments	22

Section I - Introduction**OVERVIEW**

A. Agency Information: The U.S. Railroad Retirement Board (RRB) is an independent federal agency that administers a retirement and survivor benefit program for railroad employees and their families. The RRB was established by the Railroad Retirement Acts of 1937 and 1974. Its benefit program was the forerunner of the more familiar social security system. The Railroad Retirement System is unique inasmuch as it is the only federally administered benefit program covering a single private industry. The RRB also administers the Railroad Unemployment Insurance Act which provides unemployment and sickness benefits to railroad employees. The RRB's headquarters and the RRB's Office of the Inspector General are located in Chicago, Illinois. The RRB also has 53 field offices, nationwide.

B. Objectives: The RRB seeks to procure Quality Assurance - Case Review services for initial disability determinations performed by the RRB, as specified in Sections II., and Section III, Statement of Work (SOW) below.

C. Questions pertaining to this solicitation must be submitted in writing and received by this office in sufficient time to allow the timely transmission of written answers by solicitation amendment. To ensure this, the RRB will only answer questions received in this office no later than 2:00 PM Central Standard Time (CST), November 18, 2019. Questions pertaining to this solicitation must be submitted to: proposals@rrb.gov or hasael.roman@rrb.gov, and the e-mail subject line must reference the RFP number of this solicitation.

D. Offers are due no later than 2:00 PM (CST), December 9, 2019 and must be submitted to proposals@rrb.gov, and *the e-mail subject line must reference the RFP number listed on the solicitation.*

Section II - Schedule of Supplies and Services

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	Medical- Other	72.000000	EA		
	Period of Performance: 01/14/2020 - 09/30/2020				
	Description: QUALITY ASSURANCE REVIEW: INITIAL DISABILITY DETERMINATION (See Section III, SOW). INITIAL CONTRACT TERM.				
0002	Medical- Other	72.000000	EA		
	Period of Performance: 01/11/2021 - 09/30/2021				
	Description: QUALITY ASSURANCE REVIEW: INITIAL DISABILITY DETERMINATION (See Section III, SOW). OPTION TERM 1.				
0003	Medical- Other	72.000000	EA		
	Period of Performance: 01/10/2022 - 09/30/2022				
	Description: QUALITY ASSURANCE REVIEW: INITIAL DISABILITY DETERMINATION (See Section III, SOW). OPTION TERM 2.				
0004	Medical- Other	72.000000	EA		
	Period of Performance: 01/09/2023 - 09/30/2023				
	Description: QUALITY ASSURANCE REVIEW: INITIAL DISABILITY DETERMINATION (See Section III, SOW). OPTION TERM 3.				
0005	Medical- Other	72.000000	EA		
	Period of Performance: 01/08/2024 - 09/30/2024				
	Description: QUALITY ASSURANCE REVIEW: INITIAL DISABILITY DETERMINATION (See Section III, SOW). OPTION TERM 4.				

Instructions for completing Section II - Schedule of supplies and services above, and Section II B & C below.

A. Offerors must provide a Firm-fixed price quote, in the blocks entitled *Unit Price & Total* above for **CLINS 0001 thru 0005, to provide all labor, material, supervision, management, and administrative support required to perform case review services for approximately seventy-two (72) initial disability determination findings as specified in this solicitation. Offerors must also, complete the *fill ins* (Sections II. B, & C) indicated below.**

B. Price quotation is valid thru ____ / ____, 2020. (60 days from the date of offer, unless otherwise stated.)

C. Contractor Information for Order Administration:

1. Order address _____

2. Business Size _____

3. Federal Tax ID # _____
 Submit on IRS Form W9 with offer

4. DUNS No. _____

5. Remit Address _____

6. GSA MAS Contract Number _____
 Please attach (or E-Mail) a copy of contract.

Effective dates _____ - _____

OR OPEN MARKET OFFER – Yes [] No []

7. Authorized representatives:

	Business	Technical
Name:	_____	_____
Phone #:	_____	_____
Fax #:	_____	_____
E-Mail:	_____	_____

8. System for Award Management (SAM) FAR 52.204-7 (Oct 2018) registration completed*:

Yes [] No []

* Offeror must be properly registered, including business size annotation, in the System for Award Management (SAM) to be eligible for award of a Federal contract or order. (See www.sam.gov)

PERIOD OF PERFORMANCE

ITEM	START	END
0001	01/14/2020	09/30/2020
0002	01/11/2021	09/30/2021
0003	01/10/2022	09/30/2022
0004	01/09/2023	09/30/2023
0005	01/08/2024	09/30/2024

Section III - Statement of Work

SOW

III. STATEMENT OF WORK**Quality Assurance Review: Initial Disability Determinations****A. Description of Quality Assurance Review Services**

Claims Related Services - The Contractor shall provide licensed physicians who are knowledgeable and conversant with the many and varied fields of medicine. The contractor shall organize and train physicians and staff for all functions under this contract.

1. The contractor shall provide an assessment of the appropriateness of limitations [Residual Functional Capacity] or severity impairment [Listing Level] based on objective medical evidence, along with supporting medical exams and opinions included in the applicant's record.

a. The Contractor shall review each disability case file material to determine if the limitations[Residual Functional Capacity] or severity impairment [Listing Level] used in the initial disability decision is supported by medical evidence of record. The Contractor shall review all medical evidence received in support of the disability application.

b. The Contractor shall review a stratified sampling of seventy-two cases including:

(1) Occupational cases – **31** grant decisions and **1** denial decisions

(2) Total cases –**24** grant decisions and **5** denial decisions

(3) Widow(er) cases - **4** grant decisions and **1** denial decisions

(4) Children cases - **5** grant decisions and **1** denial decisions

c. Each individual review case will be assigned a unique ID case number. The assigned case numbers will range from number 1 through 72. The Contractor will receive up to three (3) pdf documents for each case, including: 1. the disability application 2. medical evidence, and 3. vocational reports.

d. The Contractor must complete the required Access data entry form for each case reviewed. See **Attachment A** for the information that is required for each case reviewed by the Contractor. The RRB will provide the Access database will be provided to the Contractor via secure email.

e. The Contractor's assigned reviewer cannot have previously worked on or handled (i.e., provided a medical exam or opinion) for any of the seventy-two selected cases for review.

B. Case Review Schedule

1. The schedule of review:

		Performance begins with a kick off meeting	Case Review Begins	Case Review End Dates	After the 72 case review is completed the Contractor must be available for follow up case discussion as needed.
Base Period	FY 2020	1/14/2020	1/27/2020	3/27/2020	
Option Period 1	FY 2021	1/11/2021	1/25/2021	3/26/2021	
Option Period 2	FY 2022	1/10/2022	1/24/2022	3/25/2022	

Option Period 3	FY 2023	1/09/2023	1/23/2023	3/24/2023	
Option Period 4	FY 2024	1/08/2024	1/22/2024	3/22/2024	

2. The Contractor shall complete a minimum of eight quality assurance reviews each week. Eight cases per week for nine consecutive weeks.

3. On a weekly basis (each Friday by 6:00pm CST) the Contractor shall provide a current copy of their Access database to the RRB COR via encrypted e-mail, with the case review elements for all cases reviewed.

4. The contractor shall complete all 72 cases within nine weeks of the date the RRB assigns the contractor the first eight cases. Please see due dates based on the Case Review End Date in the Schedule of Review chart shown in Section II.B. #1.

5. The contractor shall meet the weekly quota of completed cases. (See B.2 & 3 above)

C. Location and Manner of Performance of Claims Related Services

1. The RRB will supply Pdf documents for each case to the contractor electronically, via PDF files on encrypted discs. The RRB will provide the password and encrypted key.

2. The Contractor shall ensure the privacy confidentiality and safety of the electronic files while they are in their in his/her possession and shall not remove, alter, copy or otherwise damage the pdf material. Data is encrypted during transit and at rest using FIPS 140-02 approved product in accordance with OMB M-07-016.

3. The Contractor shall designate a primary contract liaison, and an alternate, to coordinate activities, resolve day-to-day problems, and answer questions from RRB staff. The contract liaison shall be available during RRB core business hours of 9:00 a.m. to 3:00 p.m. central time.

4. The Government reserves the right to perform inspection of the contractor's off-site facility.

D. Medical Staff Qualifications

1. The contractor shall ensure that all physicians performing services under this contract shall (a) be currently licensed in the State in which contractual services are rendered and shall (b) have training and experience necessary to perform the required contractual function.

2. The Contractor shall provide physicians conversant with the various regulations, policies and guidelines related to disability based benefits under the Railroad Retirement Act and the Social Security as each of those Acts are currently stated and as each Act may change during the lifetime of this contract.

a. The RRB will provide the contractor with the various regulations, policies and guideline required for contract performance.

3. No physician performing services under this contract shall have served as a witness in a lawsuit either against or for a railroad employer, or be an employee of a railroad, of the RRB, or subcontractor of an RRB contractor for disability related examinations services. In addition, no physician shall perform services under this contract for any case where they have provided medical exams, opinion or RFC assessments as a treating or consulting physician.

4. The Contractor shall not employ, under this contract, the services of any individual or entity who is excluded, suspended, or otherwise barred from participating in Medicare, Medicaid or any other Federal or Federally-assisted program.

E. Quality Control Plan – The Contractor shall maintain an ongoing quality control plan to ensure that the requirements of this contract are satisfied. The plan shall include methods for identifying, resolving and preventing deficiencies in the quality and timeliness of services performed under this contract to ensure the level of performance meets the contract requirements.

F. Quality Assurance Plan – The RRB shall use the following methods to ensure that the RRB receives the quality of service specified in the contract.

1. Timeliness of case review: The RRB will measure the timeliness of the Contractor's review of the disability cases based on the time frame listed below. The Contractor shall meet the timeliness requirements listed below in 100% of the cases as specified in III.B.w.,3.,4., and 5.

2. Quality of case review: The RRB will ensure the quantity of the contractor's case review in that all fields in the Access database file

are completed, and fulfills the spirit and Letter of Structure cited in III.D.

- b. The Contractor must complete the weekly quota of review cases and the Access data collection document.

Section IV - General Terms and Conditions

52.224-1 Privacy Act Notification (Apr 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

52.224-2 Privacy Act (Apr 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

RRB.B.02 B. Security Provisions-1. Privacy Or Security Safeguards (AUG 1996) FAR 52.239-1 (with RRB Fill-ins)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(d) Each agency has its own rules regarding privacy and security of data. The RRB's rules are summarized in the following publications:

(1) Privacy Act Information

<http://www.rrb.gov/ThePrivacyActAndTheRRB/Overview>

(2) RRB's Privacy System of Records

<http://www.rrb.gov/SystemsOfRecord>

(3) Internal Revenue Service's (IRS) Publication 1075, Tax Information and Security Guidelines for Federal, State and Local Agencies

<http://www.irs.gov/pub/irs-pdf/p1075.pdf>

(e) The contractor shall provide the following privacy safeguards:

(1) **Access to RRB data.** The contractor shall only have access to RRB data that is required for the performance of the contract. The contractor shall not provide RRB data to any other entity, other than necessary sub-contractors.

(2) **Encryption.** OMB Memorandum M-07-016, *Safeguarding Against and Responding to the Breach of Personally Identifiable Information*, requires all Federal Data that contains Personally Identifiable Information (PII) be encrypted, using a FIPS 140-2 validated product during transit and at rest.

(3) **Database Encryption.** All databases containing RRB PII shall be encrypted. MS SQL databases shall use Transparent Data Encryption (TDE) utilizing a FIPS 140-2 validated encryption module. Non-MS SQL databases shall use an equivalent to TDE. A backup copy of encryption keys shall be provided to the RRB. The TDE requirement applies regardless of database storage location (i.e. internal RRB network or external hosting/vendor site).

(4) **Portable/Removable Media.** The use of portable and/or removable media to store RRB owned data is not authorized. Exceptions must be approved in writing by the Chief Privacy Officer.

(5) **Breach Notification.** The contractor is required by OMB Memo M-07-016, to notify the contracting officer's representative within 30 minutes of determination of any actual or potential breach of RRB data. The RRB has an additional 30 minutes to prepare and submit the appropriate breach report to Department of Homeland Security, US-CERT.

(6) **Breach Responsibility.** If it is determined that the contractor is responsible for a breach of RRB data, they are responsible for all breach related costs (notification, credit monitoring, legal settlements, etc.) The RRB shall determine if the contractor is responsible for any breach of RRB's data.

(7) **Security.** The contractor must meet or exceed all Federal requirements for physical and logical security for RRB data as stated in the RRB Security clauses and in Federal requirements for sensitive data rated with a 'moderate' risk rating.

(8) **Training.** All contracting staff (including any sub-contractors), shall coordinate with the contracting officer's representative to receive privacy awareness training, and if necessary, remote access privacy and security training from RRB Privacy staff.

(9) **Disposal.** Upon completion of the contract, the contractor shall return any RRB data. Media that was used to store RRB electronic data shall be securely *purged*. Hard copy media that contains RRB data and was not returned will be *destroyed*. The sanitization method used shall meet or exceed National Institute of Science and Technology (NIST), Special Publication, SP 800-88, *Guidelines for Media Sanitization*. The contractor shall provide a written certificate of destruction for any RRB data that they sanitize. See NIST SP 800-88 for definitions of *purge(d)* and *destroy*.

(10) **Ownership of Mass Storage Devices.** Electronic media mass storage devices (i.e. hard drives) are the property of the RRB. Storage devices that are replaced due to failure/technical difficulties or at end of life the system shall be turned over to the RRB for proper sanitization and destruction.

RRB.B.01 B. Security Provisions-1.Security Information

The RRB is a social insurance agency. Privileged information for railroad employees and dependent beneficiaries is accessible from all mainframe terminals, terminal sessions on desktop PC workstations, and virtual LAN (VLAN)/wide area network (WAN) servers. Privileged information is also available in paper form, data disks, and data tapes throughout the Chicago headquarters facility and remote offices. Access to, and use of, this information is covered under the Privacy Act of 1975 and other U.S. Codes. The provision of the Federal Acquisition Regulation (FAR) section 52.239-1, Privacy or Security Safeguards (Aug 1996), is hereby incorporated by reference.

No copies of railroad employee or beneficiary information can be removed from a RRB site or retained by any member of the con-

tractor staff in any transferable media, be that paper or electronic.

With the exception of cellular/digital telephones owned and used by the Contractor staff, no communications line other than those analog lines and data links installed and approved by the RRB will be allowed.

RRB.A.04 A. General RRB Provision-4.Conflicts of interest

The offeror agrees not to have any direct or indirect financial or familiar interest, or engage in any activity, which conflicts substantially, or appears to conflict substantially, with the offeror's duties under this contract. The offeror further agrees that the RRB shall have the exclusive right to determine whether such a conflict of interest exists, and whether it is substantial. Failure of the offeror to adhere to this provision will, at the discretion of the RRB, result in the immediate termination of the contract without any further liability of the RRB.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

RRB.A.05 A. General RRB Provision-5.Post award meeting

In order to codify the implementation and procedural issues attendant upon contract performance, a post-award meeting will be held at the RRB headquarters facility in Chicago, IL or via a conference call no later than five calendar days after contract award. The Contractor must attend this conference and be prepared to discuss the requirements of the contract. The Contractor will be responsible for all costs related to attending this meeting.

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov
www.acquisition.gov/far

[Insert one or more internet addresses]

(End of provision)

(a) The following federal acquisition regulation (FAR) solicitation provisions are hereby incorporated by reference:

52.204-13, System for Award Management Maintenance (JUL 2013).
52.212-1, Instructions to Offerors (APR 2014).
52.212-2, Evaluation- Commercial Items (OCT 2014).
52.212-3, Offeror Representations and Certifications - Commercial Items (MAR2015).
52.212-4, Contract Terms and Conditions – Commercial Items (FEB 2014).
52.217-8, Option to Extend Services (NOV 1999)
52.233-1, Disputes (MAY 2014)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Aug 2019)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved].

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Nov 2016) of 52.219-9.
- (v) Alternate IV (Aug 2018) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages--Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.
- X (29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- (ii) Alternate I (July 2014) of 52.222-35.
- X (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- (ii) Alternate I (July 2014) of 52.222-36.
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of com-

mercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

(38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Oct 2015) of 52.223-13.

(39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(44) 52.223-21, Foams (Jun 2016) (E.O. 13693).

(45)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(ii) Alternate I (Jan 2017) of 52.224-3.

(46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

(47)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.

(48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

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

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

(iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

X (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required

to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(viii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiv) X(A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xix) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days *[60 days unless a different number of days is inserted]* before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (months)(years).

(End of clause)

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed-Price contract resulting from this solicitation.

(End of provision)

RRB.A.01 General RRB Provision 1. Technical Direction

Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR). The term "technical direction" is defined to comprise the following:

(a) Directions to the contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual statement of work.

(b) Provisions of information to the contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

(c) Review and, where required by the contract, approve technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under this contract.

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

The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this Section and within his authority under the provisions of this Section. If, in the opinion of the Contractor, any instruction or direction issued by the COR is within one of the categories as defined in (1) through (4) above, the Contractor shall not proceed but shall notify the Contracting Officer within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his opinion, the technical direction is within the scope of this Section and does not constitute a change under the Changes article of the contract. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract article entitled "Disputes."

52.232-19 Availability Of Funds For The Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond 09/30/2020. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 09/30/2020, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

RRB.B.03 B. Security Provisions-3.Additional Security Requirements

Contractors shall indicate and list in their proposals the proposed staff for these services that have previously completed through other Federal Government Agencies the procedures required to meet the 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.

1. Encryption – Contractor information systems. If contractor information systems are used to store RRB data they must:

- a. Use FIPS 140-2 approved whole drive encryption,
- b. Cannot store RRB data on portable media (i.e. Flash drives, external hard drives, etc.), and
- c. Upon completion of the contract must securely sanitize and certify in writing to the RRB contracting officer, that all RRB data using a (draft) NIST SP 800-88, Rev 1, *Guidelines for Media Sanitization* approved sanitization method.

2. Encryption – Data Exchange. The contractor shall exchange electronic data containing personally identifiable information using FIPS 140-2 approved encryption. The RRB can provide secure electronic data exchange using Secure File Transfer Protocol (SFTP). The RRB can either host or be a client for SFTP electronic exchanges.

3. Breach Reporting and Responsibility Requirements as required by OMB Memo M-07-016:

- a. The contractor agrees to report any potential or actual breaches of RRB data within one hour of detection or notification of breach to the RRB, and
- b. If the contractor is responsible for the breach, they are liable for all breach related costs and actions.

4. Training: All contractor staff that have access to RRB PII data must receive complete RRB provided privacy awareness training and certify that they've completed the training.

Conflict of Interest RRB Supplement

These instructions supplement RRB clause RRB.A.04.

Conflict of Interest

a. Contracts involving advisory and assistance services shall not generally be awarded to contractors that would evaluate or otherwise advise the Government concerning their own products or activities without proper safeguards to ensure objectivity and protect the Government's interests.

The Contracting Officer has determined that this particular acquisition involves a significant potential organizational conflict of interest and that Federal Acquisition Regulation (FAR) Subpart 9.5 shall apply to this procurement action.

b. This solicitation requires the successful offeror to -

1. Review medical evidence received in support of disability-based claims, and initial disability determinations;
2. Provide opinion of whether or not the limitations [Residual Functional Capacity] or severity impairment [Listing Level] used in the initial disability decision is supported by the medical evidence of record.

RRB.A.07 A. General RRB Provision-7.The Role of Government Personnel and Responsibility for Contract Administration

(a) Contracting Officer - The Contracting Officer (CO) has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to: amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions on disputed deductions from contract payments for convenience or default; issue final decisions regarding contract questions or matters under dispute. The CO may, however, delegate certain other responsibilities to his authorized representatives. The contracting officer shall make all such delegations in writing.

(b) Contracting Officer's Representative (COR) - The Contracting Officer may designate a COR to assist the Contracting Officer in the discharge of day-to-day responsibilities pertaining to this contract and the monitoring of Contractor performance. The specific responsibilities and limitations of COR authority are set forth in the "Technical Direction." Provision in section IV.

(c) Contract Administrator (CA) - The Contracting Officer may designate an individual to monitor contract performance, review contract funding, billing and payments, prepare supplemental agreements and change orders, and conduct negotiations and discussions on behalf of the Contracting Officer

Points of Contact

Contracting Officer: Paul T. Ahern, (312) 751-7130, Paul.Ahern@rrb.gov

Contracting Officer's Representative: Jennifer Sawyer, (312) 751-4388, Jennifer.Sawyer@rrb.gov

Contract Administrator: Karen Haskins-Brewer, (312) 751-4615, Karen.Haskins-Brewer@rrb.gov

Section V - Proposal Submission Instructions

Instructions to Offerors RRB Supplement

A. Offerors shall prepare and submit their proposals as specified in FAR 52.212-1 Instructions to Offerors- Commercial Items (incorporated by reference) and in these instructions in section V.A and V.B below. An Offeror must be registered and in active status on the Federal Government's System for Award Management ("SAM") website, www.sam.gov, at the time of RFP Response submission in order to be considered for award for these requested services.

B. *Business/Price Proposal and a Technical Proposal shall be submitted as separate documents/files* (electronically) by the Offeror by 2:00 PM Central Standard Time (CST) on December 9, 2019. Offerors shall submit proposals via email to proposals@rrb.gov. Offerors may submit questions regarding this RFP to proposals@rrb.gov by 2:00 PM (CST), November 18, 2019.

1 Proposal documents shall be in either MS Office 2010 or later format document format or Adobe PDF file format. All timelines must be submitted as adobe PDF documents and NOT as Microsoft Project (.mpp) files.

C. Business/Price Proposal –

1. The offeror must submit one (1) signed and dated offer, electronic submission only, to proposals@rrb.gov, at or before the exact time specified in this solicitation. Offers must be submitted on the SF-1449, page 1 of the RFQ, with blocks 17(a), 17(b), 30(a), 30(b), & 30(c) completed. Offeror must complete Price Schedule, Section II (*providing firm fixed unit pricing*), and fill-ins, Sections II. B, & II.C.

2. Offeror must complete Contractor Information for Order Administration (See section II. C), Offeror Representations and Certifications, and System for Award Management (SAM) registration to be considered for award.

3. Signed copies of any amendments issued for this solicitation.

Note: Offeror Representations & Certifications may be completed in conjunction with SAM registration at www.sam.gov.

D. Technical Proposal –

As described in and related to Section III, SOW, above: *Technical proposals that are unrealistic in terms of commitment, lack competence, or are indicative of failure to comprehend the complexities of the solicitation requirements will be rejected.*

The technical proposal shall not make any reference to cost or pricing data. Offerors shall submit an electronic copy of their Technical Proposal with sections in the same order as the following outline and shall be titled the same.

1. Introduction (5 pages or less)

The contents of the proposal introduction shall be determined by the offeror but should include the following:

- a. A management summary that provides a general background and organizational table of the company (corporate or business name, administrative address, appropriate business licenses or certifications) and any impending, current or recent litigation or sanctions that the offeror has been involved in which might have an impact on this contract;
- b. A general statement and discussion of the Contractor's responsibilities as understood by the offeror; and
- c. A statement and discussion of the contractor's approach and any anticipated major difficulties and problem areas, in meeting the prescribed time frames, and establishing adequate safeguards.

2. Claims-Related Services

Each offeror shall include in its proposal a comprehensive plan for performing all functions outlined in Section III.A. This plan shall include:

- a. How the offeror will plan to review the railroad retirement disability cases;
- b. How the offeror will plan for reviewing medical evidence in the disability cases;
- c. How the offeror will plan to determine if the Limitations [Residual Functional Capacity] or severity impairment [Listing Level] used in the initial disability decision is supported by medical evidence of record ;
- d. How the offeror will recruit and maintain qualified physicians in the variety of fields of medicine;
- e. How the offeror will train these physicians in policy, regulations and guidelines under the Railroad Retirement and Social Security Acts and as they may change during the lifetime of the contract;
- f. How the offeror will complete the Access database;
- g. How the offeror will satisfy or better the time frames for completing the quality assurance review for each disability case Sections III.B.1, B.3, and B.4;
- h. How the offeror will plan for availability of follow-up discussions after the case review is complete.

3. Claims Handling and Security

Offeror's shall provide the address(es) of the off-site location(s), where the services will be provided. The offeror shall also furnish a detailed plan which would address the following topics.

- a. Ensuring the privacy, confidentiality and safety of electronic case files while they are in the possession of the Contractor (ref: Section III.C.2.)
- b. Identification of a contract liaison, and alternate, and their qualifications (ref: Section III.C.3.)

4. Personnel Staffing and Qualifications

Each offeror shall include in its proposal the following: (ref: Section III.D.)

- a. Detailed resumes describing the qualifications of each and every professional employee that would perform the services required under this contract. Resumes submitted with the technical proposal shall describe, in detail, all capabilities, education and experience pertinent to the work required by this solicitation. This shall include explicit experience in reviewing RRA and/or SSA disability cases. This shall also include explicit experience reviewing in reviewing private insurance, workman's comp, or other 3rd party disability cases. This shall include experience related to peer review, evaluation of the individual's ability to function in a work environment, the ability of an individual to communicate medical facts in lay terms and experience and knowledge of the rules and regulations under the RRA and SSA disability programs.
- b. The license of proposed service personnel including the type, status and state in which licensed and the Board Certificate including specialty and source. Also, include any data relating to certification eligibility; and
- c. A discussion of the contract staffing commitments including the names of the personnel who will perform, and assist in the performance of the tasks outlined in Section III.A., as well as the extent and character of their commitment.

d. A discussion of the understanding regarding potential conflicts of interest as well as offeror's planned safeguards to prevent conflicts of interest between the Contractor's physician/employees and any possible medical exam and/or medical opinion provided on behalf of any railroad employee applying for sickness or disability benefits from the Railroad Retirement Board.

5. Quality Control Plan

Each offeror shall include in its proposal a detailed quality control plan (See section III.E) to ensure that the requirements of its quality control review process for the performance requirement specified in Section III.A. are satisfied. The plan shall include methods for identifying, preventing and correcting deficiencies in the quality of service performed under this contract.

6. Corporate Experience/Past Performance

Specific past performance information shall be presented.

a. The offeror shall submit, as part of its proposal, information on a minimum of three (3) previously performed contracts or ongoing contracts performed for Federal, State, or local Government and for commercial firms that are very similar to the services required in this solicitation. The offeror shall describe the scale and extent of their experience to include a description of the solutions and explain how these projects relate to the technical services required in this solicitation in order to demonstrate specific previous experience doing the same type of work. *The information may also include a description of any quality awards earned by the offeror.*

b. The Government will place greater value on experience that is directly related to the requirements of this solicitation including review of Railroad Retirement Disability Cases and/or Social Security Administration Disability Cases. All directly related experience should be discussed. Proven, verifiable, experience that is most directly comparable to the requirements of this solicitation will be considered of greater value to the government. For each project described, the offeror shall:

- 1) Include the contract, task order and/or identification number.
- 2) Task dollar value.
- 3) Customer organization name and location.
- 4) Customer points of contact with phone numbers, emails and titles to allow verification of the information.
- 5) Ensure that the information presented for contact points is accurate and current.

c. Offerors shall have their customer references directly submit to the RRB, Past Performance Questionnaires (PPQ), **Attachment B**, from a minimum of three (3) and maximum of five (5) references. Questionnaires will be used to collect performance information about the offeror from existing and/or prior clients. The references may submit the completed questionnaires via email to proposals@rrb.gov. The RRB may schedule by the due date and time for offers (See section IV.B) a follow up conference call with the references, post PPQ completion, to discuss in greater detail the services provided by the offeror and the references' satisfaction with the services.

d. The Government will not attempt to 'track down' supplied past performance references in cases where inaccurate reference information is provided. Incomplete or inaccurate reference information may lead to a lower evaluation score.

e. The Government may supplement the information you provide with any other information it may obtain from any other source, including its own experience with your firm or information concerning your performance from other reliable sources.

Section VI - Evaluation and Award

52.212-2 Evaluation - Commercial Items (Jan 1999)

A. The Government will award a contract resulting from this solicitation, based on price and technical factors including past performance, to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government.

The Technical evaluation shall be weighted significant greater than the Price evaluation.

The following factors shall be used to evaluate offers:

B. PRICE PROPOSAL EVALUATION -

1. The RRB will evaluate Offeror's Total Evaluated Price (TEP) proposal as the sum of the extended amounts in CLINs: 0001 through 0005 for the services as stated in Section II, Price Schedule. Offers received without pricing for these CLINs shall be considered non-compliant to the solicitation and the RRB shall not further evaluate such proposal.

2. Scoring the TEP: RRB will score the Offeror's total evaluated price (TEP) as follows: Calculation of the price score (100 maximum) will be computed by multiplying the maximum score available by (100) by a fraction representing the ratio of the lowest total evaluated price of all technically acceptable responsive offers received (numerator) by the RRB to the total evaluated price of the given offer being evaluated (denominator). Price Score = $(100) * (\text{lowest offered TEP} / \text{Evaluated Offeror TEP})$.

C. TECHNICAL PROPOSAL EVALUATION -

In order for offeror's proposal to be considered compliant, the RRB will first review technical proposals for conformance with proposal preparation instructions (ref: Section V.). Proposals which the RRB Contracting Officer deems to be deficient in this area may be rejected without further consideration.

Statements such as "The Offeror understands", "standard procedures will be employed", "well known techniques will be used", and general paraphrasing of the statement of work (SOW) shall be considered inadequate and/or non-compliant. The technical proposal must provide details concerning what the offeror will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed. Offers received that have such above or similarly vague statements shall be rated accordingly.

a. The government will evaluate, conforming to the solicitation, the following factors demonstrating the offeror's ability to successfully perform the requirements of the contract.

b. The RRB will evaluate the Quality Assurance Review Case Services proposals considering the following technical factors in descending order of importance. Subfactors are not listed in descending order of importance.

1. Claims-Related Services

The RRB will evaluate how the offeror plans to render complete disability quality assurance case reviews, including: review of medical evidence, determination if Limitations are supported by the medical evidence, completion of the Access database, and completing case reviews within the prescribed nine week timeframe. Offerors must describe their capability to provide subsequent support for follow-up case discussion after the nine week case review services are completed for a given performance period. Offerors must also describe how they will recruit, maintain and train their medical staff.

2. Claims Handling and Security

The RRB will evaluate how the offeror explains where services will be rendered and its plan to safeguard and monitor the electronic files and their contents while in the offeror's possession. RRB will also evaluate the capabilities of the offeror's to identify a contract liaison and alternate for the daily operation.

3. Personnel Staffing and Qualifications

RRB evaluation will be based on staffing and will include an evaluation of medical personnel and, if off-site, facilities, and an understanding of possible conflicts of interest for any physician who may have provided medical exams and/or medical opinions to any potential beneficiary of the Railroad Retirement Board. RRB will also evaluate the adequacy of medical personnel's credentials will be considered as will the qualifications and experience of key personnel and the amount of their time dedicated solely to this contract. Evaluation will be based on the physician/staff experience reviewing RRA and /Or SSA disability cases. RRB will also consider the physician/staff experience reviewing insurance, workman's comp, and other 3 party disability cases.

4. Quality Control Plan

RRB evaluation will be based on the effectiveness of the offeror's plan to self-monitor the quality of its work and to aggressively identify and correct deficiencies before they negatively impact operations and deliverables.

5. Corporate Experience and Past Performance

(a) RRB evaluation will judge the offeror's corporate experience and will include corporate reputation and experience in administering contracts of similar size, nature and complexity, and past performance of the offeror on similar contracts (the RRB will place greater value on the experience directly related to the requirement of this solicitation, including the review of Railroad Retirement Disability Cases and Social Security Administration Disability Cases) which demonstrate the offeror's capability to meet the agency requirements including:

(1) The Contractor's overall implementation of the contract's requirements, including timeliness and the ability to meet established deadlines,

(2) The Contractor's effectiveness in business relations in interfacing with agency/organization personnel, including billing accuracy and resolving discrepancies, the ability to meet agency/organization security requirements, and the ability to cooperate with and respond to inquiries by agency/organization personnel in an effective manner.

(3) The Contractor's quality of service, including overall technical competence and the accuracy of reports, and the effectiveness and reliability of key personnel and staff.

(b) Information utilized will be obtained from the references listed in the proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any significant subcontractors, and key personnel records.

(c) Evaluation of past performance will often be quite subjective based on consideration of all relevant facts and circumstances. It will include a determination of the offeror's commitment to customer satisfaction and will include conclusions of informed judgement. However, the basis for conclusions of judgement will be documented.

(d) Award may be made from the initial offers without discussions. However, if discussions are held, offerors will be given an opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review the rating. Recent contracts will be examined to ensure that corrective measures have been implemented. Prompt corrective action in isolated instances may not outweigh overall negative trends.

(e) If an offeror, or the proposed employees for the offeror, do not have a past performance history relating to this solicitation, the offeror will not be evaluated favorably or unfavorably on this factor.

D. 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 contract without further action by either party. Before the offers specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Offerors should provide their best initial offer, as the government may award without discussions. However, this desire approach by the government does not preclude the government from conducting discussions.

Section VII - List of Attachments

Identifier	Title	Date	Number of Pages
1	Attachment A Medical Contractor Review Questions	10/30/2019	3
2	Attachment B PPQ	10/31/2019	3