

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	1. REQUISITION NUMBER	PAGE 1 OF 44 Pages
7. FOR SOLICITATION INFORMATION CALL:		a. NAME James E. Mathews		5. SOLICITATION NUMBER MedPAC-11-R-0011	6. SOLICITATION ISSUE DATE: June 27, 2011

b. TELEPHONE NUMBER (no collect calls) (202) 220-3700		8. OFFER DUE DATE 12:00 p.m. Local Time July 22, 2011
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9. ISSUED BY Medicare Payment Advisory Commission (MedPAC) 601 New Jersey Avenue, NW, Suite 9000 Washington, DC 20001	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR NAICS: 541910 SIZE STANDARD	<input type="checkbox"/> SET-ASIDE <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONSMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-BUSINESS	% FOR <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(a)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS N/A	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATED: Not Rated	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO Medicare Payment Advisory Commission (MedPAC) 601 New Jersey Avenue, NW, Suite 9000 Washington, DC 20001	16. ADMINISTERED BY Same as block 9
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17a. CONTRACTOR/OFFEROR TELEPHONE NO.	18a. PAYMENT WILL BE MADE BY SEE SCHEDULE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DEFERENT AND PUT SUCH ADDRESS IN OFFER.	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM.
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attached Additional Sheets as Necessary)				
	The Contractor shall provide all the personnel, supervision, labor, materials, and supplies necessary to perform services to complete the range of identified project types on health care financing and Medicare in accordance with the terms and conditions specified herein. SEE ATTACHED CONTINUATION (Use Reverse and or Attach Additional Sheet as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA TIN: _____ DUNS: _____	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input 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 type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.	ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT. REF. _____ OFFER ON DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)
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30b. NAME AND TITLE OF SIGNER (Type or Print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)	31c. DATE SIGNED
		James E. Mathews	June 27, 2011

1.0 Supplies or Services and Prices/Cost**1.1 Contract Type**

This is an Indefinite Delivery Indefinite Quantity (IDIQ), firm fixed priced (FFP) contract subject to task order assignments. Cost-plus-fixed-fee (CPFF) task orders may be also issued under this contract when conditions warrant their issuance. The Contracting Officer will determine task order type on a case-by-case basis. Services will be defined and priced on individual task orders. In the performance of task orders designated as FFP, the contractor shall propose firm fixed hourly rates for labor categories in accordance with 1.3 below. Cost reimbursement Material costs associated with efforts under the materials contract line item number(s) (CLINs) must be supported by an invoice. No fee or profit will be paid. Contractor furnished-domestic travel required in support of CLINs will be reimbursed at actual cost, in accordance with Federal Travel Regulations (FTR) and supported by invoice. Per diem will be reimbursed in accordance with the General Services Administration's (GSA) per diem rates. No fee or profit will be paid on reimbursements for travel and per diem. In the performance of task orders designated as CPFF, the contractor shall propose a total cost estimate and a fixed fee in accordance with instructions furnished in the individual task order assignment request.

In order to facilitate the negotiation of task orders, the contractor shall propose a FFP rate for each labor category proposed. The rates shall be fixed for the base period and each option period. In order to aid the Government in its evaluation of the proposed rates, all offerors shall provide cost and pricing data to demonstrate how the rates were determined. Travel expenses shall not be included in any rates that are proposed as part of the establishment of the base IDIQ contract(s). Travel costs will not be requested or considered until the task order stage, and at that time shall be based on the rules outlined within the Federal Travel Regulations (41 Code of Federal Regulations (CFR), Chapters 300-304). Travel awarded in association with any future task order will be at a Not-to-Exceed amount and only actual and allowable travel expenses incurred by the Contractor will be reimbursed.

All work will be performed at the Contractor's site except when the task requires work at specific locations (e.g., site visits, expert panels, *et cetera*).

1.2 Period of Performance

The period of performance for this contract has a base period of one (1) year and four (4) one-year option periods. The period of performance, including all options is as follows:

Base Period	October 1, 2011 through September 30, 2012
Option Period 1	October 1, 2012 through September 30, 2013
Option Period 2	October 1, 2013 through September 30, 2014
Option Period 3	October 1, 2014 through September 30, 2015
Option Period 4	October 1, 2015 through September 30, 2016

1.3 Rate/Price Schedule for Base and Option Periods

As noted above, offeror shall propose fully-loaded hourly rates for all personnel potentially assigned to tasks under this contract. Each offeror's rates will depend on how personnel and positions are classified within each offeror's human resources structure. However, offerors may use the following labor categories as general guidance on how individuals could be classified to facilitate MedPAC's review of proposals:

- (1) Project Manager. Person responsible for day-to-day management of the project and direction of project staff. The Project Manager shall have a minimum of five years' experience in the management of contracts of this type, which involve multiple tasks, changing priorities, and quick response.
- (2) Supervising Programmer/Analyst /Lead Investigator. Programmer/Analyst/Research Scientist with at least ten years of relevant experience and at least five years of experience as the manager or supervisor of other programmers / analysts / researchers. Researchers should have an advanced degree in a directly relevant field, and a proven track record researching Medicare issues.
- (4) Senior Programmer/Analyst/Research Scientist. Computer programmer / policy analyst / researcher, with at least five years' experience, of which at least three years must involve work directly relevant to Medicare.
- (5) Programmer. Mid-level computer programmer with at least three years data processing experience; experience with Medicare data preferred.
- (6) Junior Programmer. Entry-level computer programmer with one year of data processing experience or a four-year degree in mathematics, statistics, computer science, or a social science research discipline.
- (7) Policy Analyst. Mid-level policy analyst, with Master's degree or higher, and at least three years' experience conducting policy research and analysis related to Medicare.
- (8) Research Assistant. Entry-level analyst, typically with bachelor's degree in public policy, economics, statistics, or related discipline, with less than 5 years' work experience.
- (9) Senior IT Specialist. Information technology specialist with at least 10 years of experience in information technology software and computer support services.
- (10) IT Specialist. Information and technology specialists with at least three years of experience in information technology and computer support services.
- (11) Clerical. Clerical staff.

The offeror may propose other labor categories consistent with their organization's human resources classification system. Offerors may consult Attachment A for examples of other labor categories as defined by the U.S. Department of Labor.

Base Year: 10/01/2011 through 09/30/2012

CLIN	Labor Category	Unit	Unit Price/Rate
0001			
0002	Cost Reimbursement Materials		
0003	Cost Reimbursement Travel		

Option Year One (1): Period of Performance: 10/01/2012 through 09/30/2013

CLIN	Labor Category	Unit	Unit Price/Rate
1001			
1002	Cost Reimbursement Materials		
1003	Cost Reimbursement Travel		

Option Year Two (2): Period of Performance: 10/01/2013 through 09/30/2014

Contract Item Number	Labor Category	Unit	Unit Price/Rate
2001			
2002	Cost Reimbursement Materials		
2003	Cost Reimbursement Travel		

Option Year Three (3): Period of Performance: 10/01/2014 through 09/30/2015

Contract Item Number	Labor Category	Unit	Unit/Price Rate
3001			
3002	Cost Reimbursement Materials		
3003	Cost Reimbursement Travel		

Option Year Four (4): Period of Performance: 10/01/2015 through 09/30/2016

Contract Item Number	Labor Category	Unit	Unit/Price Rate
4001			
4002	Cost Reimbursement Materials		
4003	Cost Reimbursement Travel		

2.0 PERFORMANCE WORK STATEMENT (PWS)**2.1 PURPOSE**

The purpose of this contract is to provide the Medicare Payment Advisory Commission (MedPAC or the Commission) with a fast and flexible mechanism for undertaking defined projects on a potentially wide range of topics relating to Medicare.

2.2 AGENCY BACKGROUND

MedPAC is an independent Congressional agency established by the Balanced Budget Act of 1997 (P.L. 105-33) to advise the U.S. Congress on issues affecting the Medicare program. The Commission's statutory mandate is quite broad. In addition to advising the Congress on payments under Medicare's traditional fee-for-service program as well as private health care plans participating in Medicare, MedPAC is also tasked with analyzing access to care, quality of care, and other issues affecting Medicare. Occasionally MedPAC will analyze data on costs, payments, utilization, and quality of care using data from other (private or government) payers for purposes of making specific comparisons to Medicare.

MedPAC's deliberations and recommendations emanate from Commissioners expertise and staff research. This research can be quantitative (e.g., primary data analysis) or qualitative (literature reviews, collecting first-hand information via site visits, *et cetera*). The Commission

has facilitated such information gathering through a variety of mechanisms, including: convening panels of experts; conducting structured interviews and site visits; preparing literature reviews, research papers, and policy analyses; completing focused data analyses; and fielding surveys. MedPAC meets publicly to discuss policy issues and formulate its recommendations to the Congress. In the course of these meetings, commissioners consider the results of staff research, presentations by policy experts, and comments from interested parties.

2.3 **DESCRIPTION OF SERVICES**

The contractor(s) under this project shall be able to organize and implement the listed types of projects on behalf of the Commission. A description of the Commission's experiences with and expectations related to these types of projects is contained in section 2.5 below. Contractors completing any task under this contract may be asked to present the project results to Commissioners at one of MedPAC's public meetings.

2.4 **OBJECTIVE**

MedPAC seeks to identify and contract with one or more organizations, each of which possesses the skills and knowledge to complete the range of identified project types on the wide variety of topics we address on health care financing and Medicare. Offerors may propose on one, several, or all of the projects referenced in Section 2.5 below. Offerors must indicate in their proposals each type of project they are proposing to provide and address each of the identified tasks under that project.

MedPAC's goal is to assemble a stable of groups possessing complementary knowledge and skill sets to facilitate access to a range of expertise commensurate with the range of issues that the Commission must address.

MedPAC will choose entities to complete specific projects based upon the types of tasks identified in their proposals as well as the qualifications of the individual(s) included in the proposal. Entities will only be considered for those project types they identify. We strongly encourage qualified individuals and organizations to submit proposals.

Organizations may consider subcontracting with outside individuals to strengthen their skill sets and substantive offerings. However, we are equally open to having individual researchers and small research shops directly participate in our task order process.

All proposals must demonstrate sufficient understanding of the role of MedPAC and the political and regulatory context in which it operates. Based upon the types of tasks in which the offeror has identified an interest, proposals must demonstrate that the offeror has the requisite substantive knowledge, technical capacity and experience to complete such tasks. Substantive knowledge and technical expertise can be in any, or all areas relating to Medicare policy. Where quantitative skills are necessary (e.g., conducting data analysis, sampling for surveys), proposals must demonstrate that ability. Likewise, for projects where qualitative skills are more relevant, (e.g., convening expert panels, setting up site visits) relevant abilities and experience must be shown.

Attachment C contains detailed criteria by which proposals will be judged. The decision to pursue any of the identified project types will be made solely by the Commission's staff during the course of the contract. The Commission cannot predict its needs far in advance. Accordingly, MedPAC cannot guarantee that each individual and entity awarded a contract under this RFP will in fact be chosen to complete a project under the contract. Contractors will be selected based on the type of project at hand and the contractor's demonstrated expertise. A contractor may refuse a project if it is unavailable to complete the tasks within the required time

frame. A delivery schedule and estimated budget will be established upon selection of one of the group of awardees for completion of a requested project under the contract.

2.5. DISCUSSION OF PROJECT TYPES AND TASKS

2.5.1 Expert Panels

The Commission has sponsored expert panels on a variety of defined topics, including: Medicare data and information needs for policymakers; performance measures to evaluate the Medicare prescription drug benefit, hospital quality measures; physician efficiency measures, home health process measures; changes in medical practice and care delivery; and paying for new technology. These events have consisted of day-long face-to-face meetings of approximately 8-20 experts in a relevant field.

The meetings follow a set agenda and are run by a convener who helps identify and invites potential participants, prepares and distributes background materials, organizes travel arrangements for participants, moderates the discussion, and drafts a document reflecting the panel's discussion. (Note: MedPAC pays participants' travel costs directly; the contractor is obliged only to assist with arrangements. MedPAC also pays panel participants' honoraria directly.) The contractor selected to arrange and conduct a particular panel discussion will work with MedPAC staff to refine meeting objectives, identify salient issues, and select individuals who will be invited to participate in the panel discussions. Expert panel meetings will be held at the MedPAC office, 601 New Jersey Avenue, NW, Suite 9000, Washington, DC 20001. Specific tasks are as follows:

Assist MedPAC staff in:

- a. identifying and discussing potential panelists
- b. finalizing topics or questions for discussion, and
- c. discussing advance materials to be sent to panelists.

2.5.1.1 Develop discussion guide and submit to MedPAC staff for review.

2.5.1.2 Submit packet of materials to be sent to panelists for Commission staff review.

2.5.1.3 Arrange for logistical details relating to panel, for example:

- a. invite potential panelists,
- b. send advance materials to panelists
- c. make travel arrangement and hotel reservations for panelists, as warranted
- d. arrange for notes of the panel proceedings.

2.5.1.4 Moderate panel discussion on the day of the event.

2.5.1.5 Summarize findings from the panel discussion and provide briefing slides for review.

2.5.2 Structured Interviews

Structured interviews involve a process whereby MedPAC staff work with contractor staff to identify potential participants and to craft an appropriate list of interview questions. The contractor then contacts possible participants, carries out the interviews, and prepares a written synopsis of their findings for staff and Commission use.

Structured interviews generally will be conducted via telephone, unless the selected individuals are available in the contractor's locale. Specific tasks are as follows:

Assist MedPAC staff in:

- a. identifying and discussing potential interviewees, and
- b. finalizing topics or questions for discussion.

- 2.5.2.1 Develop interview script and submit to MedPAC staff for review.
- 2.5.2.2 Contact potential interviewees to discuss project.
- 2.5.2.3 Conduct structured interviews with participants.
- 2.5.2.4 Summarize findings from interviews and provide briefing slides for review.

2.5.3 Site Visits

Site visits involve a collaborative process between MedPAC staff and the contractor to identify appropriate sites and draft a list of interview questions relevant to the topic of interest. The contractor may be expected to conduct background research on the specific topic as it affects the relevant locales. The contractor makes all travel arrangements (note: MedPAC reimburses travel for its staff participating on site visits directly), accompanies staff on site visits, participates in interviews, and then prepares a written synopsis of the meetings.

Specific tasks are as follows:

- a. Meet with MedPAC staff to define goals of site visits and target sites.
- b. In response to MedPAC needs defined during initial meeting, draft substantive agenda to guide discussions/information gathering for site visits.
- c. Contact facilities/individuals in the targeted sites to schedule site visits.
- d. Coordinate travel logistics to selected sites and arrange accommodations for MedPAC staff and 1-2 contractor staff for each visit. Number of MedPAC staff attendees will be determined at the initiation of the project.
- e. Complete site visits.
- f. Provide MedPAC with a written summary of the information gathered on the site visit(s). Depending upon the nature of the project and number of sites involved, the contractor may also be asked to provide a written analysis of the overall similarities and differences across sites, to be submitted to MedPAC after the completion of the final site visit as specified in the task statement of work.

2.5.4 Literature Review/Research Paper

Literature reviews and research papers will be completed in defined topic areas, as needed by Commission staff. The contractor will meet with Commission staff to discuss the goals of these products, complete the required research, and draft the review or paper on the topic.

Specific tasks are as follows:

- a. Meet with MedPAC staff to discuss topic of literature review and goals of the project.
- b. Develop work plan for completing literature review/research paper, including discussion of staffing and oversight and sources to be consulted.
- c. Submit annotated bibliography/outline to MedPAC staff.
- d. Methodically review and critically evaluate the research literature. Draft documents. Submit literature review/research paper to MedPAC staff.

2.5.5 Policy Analysis

Policy analyses will consist of focused discussion of particular policy areas as needed to further staff work.

Specific tasks are as follows:

- a. Meet with MedPAC staff to discuss topic and goals of the project.
- b. Develop work plan for completing policy analyses, including discussion of staffing and oversight and sources to be consulted.
- c. Submit outline of paper to MedPAC staff for review and feedback.
- d. Submit draft paper for MedPAC staff for review and feedback.
- e. Submit final policy analysis.

2.5.6 Data analysis

Focused data analysis projects will consist of analytical tasks run on Medicare or other relevant data files. This will generally involve analyses of publicly available data sets or existing data files made available to MedPAC staff. The analyses would need to be performed in a limited time frame. Contractors will meet with staff to define the project goals and then complete the required analyses. Contractor should be able to perform a wide range of analyses, ranging from claims analyses to actuarial analyses and micro simulation modeling.

Specific tasks are as follows:

- a. Meet with MedPAC staff to define goals of project and data files to be analyzed.
- b. Prepare draft analysis specifications and submit to MedPAC staff for comment.
- c. Complete analysis.
- d. Provide MedPAC with results of analysis in requested form (tables, graphs, written summary and interpretation, data files in SAS, *et cetera*).

2.5.7 Small scale surveys

MedPAC may seek to pursue surveys, including quick turn-around surveys, of individuals/entities regarding a defined topic either nationally or in several localities.

Again, projects will begin with a meeting between MedPAC and the contractor to define project goals. In consultation with staff, the contractor will determine the relevant sample, develop a survey protocol and data collection instrument (e.g., in-person interviews, telephone surveys, web-based or mail surveys), and conduct the survey. Finally, the contractor may, depending on the parameters of the task as defined by MedPAC, be asked to draft a report on the survey results.

Specific tasks are as follows:

- a. Meet with MedPAC staff to define the goals of the survey
- b. Submit specific schedule for fielding survey and providing survey results. (One week after meeting with staff.)
- c. Submit draft survey plan, including proposed sample, survey protocol and questionnaire, and analysis plan, including table shells. (Timing to be determined at initiation of project.)
- d. Conduct the survey.
- e. Produce a clean file of survey results in SAS or other electronic format.
- f. Prepare draft report on survey results and submit to MedPAC for comment.
- g. Submit final report on survey.

2.6 HUMAN RESOURCE MANAGEMENT

2.6.1 Personnel Qualifications

Contractors shall provide qualified personnel with all necessary certifications and competencies to perform the requirements as specified in this contract and resulting task orders at performance start date(s).

2.6.2 Personnel Maintenance

Contractors shall ensure continuation of services during personnel absences due to sickness, leave, and voluntary or involuntary termination from employment such that impact to the Government is minimal. When Contractor personnel have been terminated or leave, given notice of resignation to the Contractor, a notification shall be communicated to the Contracting Officer within one (1) business day of employee notice. Contractors shall provide follow-up documentation within 72 hours, describing the management corrective action taken to ensure task mission completion.

2.6.3 Replacement/Substitution

Prior to replacing/substituting personnel performing on task orders under this contract, the Contractor shall notify the Contracting Officer within two (2) weeks in advance of the proposed replacement/substitution. Notice shall include written justification for the change and a sufficiently detailed qualification summary/resume of proposed personnel to permit Government evaluation and acceptance.

2.6.4 Financial Management**2.6.4.1 Cost Controls**

Contractors shall demonstrate effectiveness in forecasting, managing, and controlling contract and task order costs. Contractors shall provide total accountability, accuracy, disclosure, control, forecasting, estimating, and overall management of all non-Firm-Fixed Price efforts at the task order level.

2.7 TASK ORDER REQUIREMENTS**2.7.1 General Information**

Contractors shall provide services and perform tasks in accordance with separately issued task order assignments as specified therein. Contractors shall not start performance on any requirement until the Contracting Officer issues a task order.

2.7.2 Content

Request for task order proposals will be prepared by the Government and include either a detailed description of the goals to be accomplished and desired outcomes, in the form of a Performance Work Statement (PWS); security instructions if any; any required Government inputs; expected completion date(s); a list of deliverables; and additional data, as appropriate, to assist Contractor in understanding the task.

2.7.3 Changes/Deviations

Changes to task contents, estimated costs, schedules and deliverables shall be documented by a revision/modification to the task order or sub-task in the same manner as the basic task order. Only the Contracting Officer may authorize changes to any resulting task order awarded under this contract.

2.8 DELIVERABLE SCHEDULES

Deliverable	Deliverable Timeframe
Quality Assurance Plan	Submitted with proposal for evaluation
Administrative Progress Report	As specified in SOW for individual tasks

2.9 PERFORMANCE MEASURES

Throughout the life of the contract, the Contractor will be evaluated on the basis of the performance measures delineated in each executed task order. Each task order will include a Performance Work Statement (PWS) detailing the services required. There is a 100% Acceptable Quality Level (AQL) for all required services in the Performance Work Statement (PWS) on each task order. The contractor will be evaluated on the performance measures and must meet an acceptable quality level to continue services under the contract. The performance measures are as follows:

Performance metric	Required service	Performance indicator	Acceptable quality level (AQL)	Monitoring method	Incentives/ disincentives (for meeting / not meeting the AQL)
Accuracy / completeness / technical proficiency	All work products must be complete, accurate, and conducted with techniques commensurate to the task. Analytic exercises and literature reviews must be free of errors; accounts of site visits, interviews, and expert panels must accurately reflect content of proceedings. Logistical arrangements (e.g., site visits, panels, <i>et cetera</i>) must be conducted without disruptions.	Draft and final work products are complete and accurate, and conducted in a technically-competent and appropriate manner.	100%	MedPAC project officer review of work products; may include external peer review of analytic findings.	See below.
Timeliness	All work products – both interim and final - must be completed on schedule in order for MedPAC to use them most effectively.	Contractors deliverables are provided on the schedule indicated in the task order contract, unless modified with MedPAC concurrence.	100%	MedPAC contracting officer and project officer review of task's deliverables with respect to schedule defined in task order.	See below.
Responsiveness	The contractor shall be responsive to requests for clarifications on submitted work products, or refinements to the task work based on changing needs of MedPAC (within the scope of work).	Contractor is able to provide requested information or make adjustments in task work without undue delays.	100%	MedPAC project officer review of / satisfaction with contractor's ability to adjust task work in response to changing conditions, needs, and unexpected circumstances.	See below.
Communication	The contractor shall proactively keep MedPAC apprised of all issues related to the conduct of the task, including, but not limited to, progress of work, any issues that affect the contractor's ability to meet schedule or budget requirements, unforeseen logistical issues, changes to the contractor's internal operations (e.g., personnel changes) relevant to the work, <i>et cetera</i> .	The contractor provides both regular updates on the progress of work under the task order, and also notifies the project officer of any unanticipated circumstances that affect either the analytics / logistics of the project, the project schedule, or the project budget.	100%	MedPAC project officer reviews both regular and ad hoc status reports on the applicable task order. MedPAC project officer is able to brief MedPAC's executive staff on the status of his/her task order project, at any point in the conduct of the work.	See below.
Cost	The contractor shall ensure that work conducted under the task order is done within the limits of the specified budget, unless otherwise negotiated with and approved by the MedPAC project officer and contracting officer.	Work is completely and accurately performed within budget.	100%	MedPAC project officer and contract officer will regularly jointly review progress toward final deliverables at each significant milestone in the task order work, to ensure that the project's expenditures are commensurate with each stage of work.	See below.

Incentives: Exercise of an Option.

Disincentives:

- (1) Payment less than 100% (up to 5%) may be deducted for less than full compliance of the AQL. Contractors will have an opportunity to correct nonconforming services at the expense of the contractor, within a time period specified by the Project Officer, before the Government makes an equitable adjustment to the contract.
- (2) MedPAC reserves the right to refuse deliverables of work product that is deemed to be deficient in one or more areas specified in the above measures.
- (3) MedPAC reserves the right to obtain remuneration from the Contractor for work deemed to be truly abysmal. While extremely rare, MedPAC have experienced occasions that warranted refusal of product delivery.

NOTE: Written acceptance, conditional acceptance or rejection will be sent to the contractor via email or by Fax transmission.

2.9.1 Unsatisfactory work

Performance by the contractor to correct defects found by the Government as a result of quality assurance surveillance and by the contractor as a result of quality control, shall be at its own expense and without additional reimbursement by the government. Unless otherwise negotiated, the contractor shall correct or replace all non-conforming services or deliverables not later than the time and date granted by the Project Officer.

2.9.2 Quality Control

The contractor shall submit a Quality Control Plan (QCP) governing all potential tasks performed under this contract that contains, as a minimum, the items listed below to the CO for acceptance along with its proposal. If applicable, the QCP should be cross-referenced in responses to RFPs for specific tasks. The CO will inform the contractor upon notification of contract award of acceptance or required modifications to the plan. The contractor shall make appropriate modifications and obtain MedPAC acceptance of the plan within thirty (30) calendar days from the date of contract award.

2.9.3 The QCP shall include the following minimum requirements:

- a. A description of the inspection system to cover all major services and deliverables. The description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title of inspectors.
- b. A description of the methods to be used for identifying and preventing defects in the quality of service performed.
- c. A description of the records to be kept to document inspections and corrective or preventative actions taken.
- d. All records of inspections performed shall be retained and made available to the Government upon request throughout the contract performance period, and for the period after contract completion, until final settlement of any claims under this contract.

The Government will evaluate the contractor's performance of this contract following the method of surveillance specified herein. When an observation indicates less than satisfactory

performance, the CO or other designated Representative will immediately notify the Contractor, in writing, of such finding(s) and will request correction of noted discrepancy. Any action taken by the CO as a result of surveillance will be according to the terms of the contract.

2.9.4 Problem Resolution

The contractor shall bring problems, or potential issues, affecting performance to the attention of the CO or Project Manager as soon as possible. Verbal reports will be followed up with written reports when directed. This notification shall not relieve the Contractor of its responsibility to correct problems for which they are responsible. The Contractor will work cooperatively with the Government to resolve issues as they arise.

3.0 INSPECTION AND ACCEPTANCE

3.1 Inspection and Acceptance

The Contracting Officer or the duly authorized representative shall perform inspection and acceptance of materials and services to be produced.

For the purpose of this section, the designated MedPAC Project Officer is the authorized representative of the Contracting Officer.

The terms of inspection shall be in accordance with the "Inspection" clause.

4.0 DELIVERIES OR PERFORMANCE

In addition to any other reports required elsewhere in the contract, the Contractor(s) shall be required to complete the following report(s):

4.1 Administrative Progress Reports

a. During the period in which a Contractor is planning and conducting a project under this contract, the contractor may be required to submit monthly progress reports covering all work accomplished during the reporting period. The initial report shall cover the period from the effective date of the contract to the first reporting month.

b. Reports, in brief, informal, narrative form, shall include:

1. contract number;
2. a quantitative description of overall progress for each of the major tasks;
3. a discussion of results obtained;
4. an indication of any current problems that may impede performance and proposed corrective action;
5. a discussion of the work to be performed during the next reporting period; and
6. a statement relating the overall progress being made up through the period of performance.

c. Administrative Progress Reports shall be submitted monthly, by the 10th working

day of each month. One copy shall be submitted to the Project Officer and a copy of the transmittal letter shall be forwarded to the Contract Manager.

4.2 Place of Delivery

All items/deliverables generated under each task order assignment shall be shipped f.o.b. destination to the designated Project Officer at:

Medicare Payment Advisory Commission (MedPAC)
601 New Jersey Avenue, NW
Suite 9000
Washington, DC 20001

4.3 Period of Performance

The period of performance under this contract is 12 months from the date of award, plus four optional extension periods, as defined in Section 1.2, for one year each, after completion of the basic contract period.

4.4 Option to Extend the Term of the Contract

MedPAC may, at its discretion, extend the period of performance of this contract for up to four additional, one (1)- year periods. The Contracting Officer may exercise such option by sending written notice to the contractor at least thirty (30) days prior to the contract expiration date. If MedPAC exercises such options, the total duration of this contract, including the option years, shall not exceed 60 months.

Notwithstanding any provision contained herein, MedPAC is not precluded from negotiating the rates downward for the option periods. MedPAC will consider the contractor's performance under this contract as a factor in its decision to exercise any option pursuant to this Paragraph.

4.5 Option to Extend Services

The Government may require the 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 provisions may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

5.0 CONTRACT ADMINISTRATION DATA

5.1 Designation of Project Officer

a. A MedPAC Project Officer will be designated upon the issuance of individual task order assignments and can be contacted at the following address:

Medicare Payment Advisory Commission
601 New Jersey Avenue, NW, Suite 9000
Washington, DC 20001
Telephone Number: 202/220-3700

b. The Project Officer is responsible for the development, technical monitoring, and evaluation of this Contractor's technical performance under the contract. The Project

Officer shall determine if the deliverables meet the requirements as MedPAC has set forth in this contract. The Project Officer is not authorized to make any changes that affect the contract amount, terms, or conditions.

5.2 Designation of Contracting Officer/Manager

a. James E. Mathews is hereby designated as the MedPAC Contracting Officer under this contract and can be reached at the following address:

Medicare Payment Advisory Commission
601 New Jersey Ave., NW Suite 9000
Washington, D.C. 20001
Telephone Number: (202) 220-3700

b. Contracting Officer is responsible for:

1. The overall contract administration.
2. The Contracting Officer is authorized to make bilateral and unilateral changes to the contract that may result in extending the contract period of performance; making changes requested by the contractor: scope of work, contract price, quantity, quality, and delivery schedule by modification.
3. All payment inquiries.

5.3 Indefinite Quantity

This is an indefinite quantity contract for the services specified and effective for the period stated, in Section 1.2. The quantities of services will be specified in each individual task order.

5.4 Budget Estimates for Projects

Each time a contractor is chosen to complete a project under this task order contract, the contractor will be asked to complete a financial proposal detailing the expected cost/price of the project.

5.5 Submission of Invoices

a. An original and two (2) copies of invoices or vouchers, fully assembled into sets, including required supporting statements or certifications and prominently identified in accordance with Section 5.5 (c) shall be submitted by the Contractor to:

Medicare Payment Advisory Commission
601 New Jersey Avenue, N.W.
Suite 9000
Washington, D.C. 20001
Attn: Reda Broadnax

b. All vouchers shall be prepared and submitted in accordance with the instructions set forth herein: Invoices shall be submitted on a timely basis upon the completion of all services or the delivery of all items required by the contract or order. For contracts or orders requiring services or the delivery of items over several months, the contractor shall invoice on a monthly basis. All official invoices must be sent directly to the MedPAC.

The contractor may also submit an official invoice via electronic email to the following email address:

accountreceivable@medpac.gov

- c. The following information shall be contained on all invoices submitted for payment:
- (1) Contractor Tax Identification Number
 - (2) Contractor Mailing Address
 - (3) Contractor Phone Number (in case of questions)
 - (4) Date of Invoice
 - (5) Contractor Invoice Number
 - (6) MedPAC Contract / Order Number
 - (7) MedPAC Contract Line Item Number (CLIN) or item number (if applicable)
 - (8) Description of services performed for or merchandise provided to MedPAC
 - (9) Date(s) of services performed or merchandise provided to MedPAC
- d. The contractor must submit a separate invoice for every MedPAC contract / Order Number. The invoice must identify the specific Contract Line Item Number (CLIN) or item number for which the contractor is seeking payment under the contract or order. If the invoice covers multiple CLIN or item numbers, the invoice must identify specific amounts and activity applicable to each.
- e. MedPAC aims to reimburse vendors on the 30th calendar day after a proper and valid invoice is officially received by the Agency. Invoices submitted without required information are not considered proper. If the invoice is disputed / rejected by MedPAC, the Contracting Officer's Technical Representative (COTR) appointed to the contract or order will notify the contractor of the dispute within seven (7) calendar days of the MedPAC invoice receipt date. The COTR's dispute / rejection notice will identify the specific invoice items and amounts being disputed, reason the items or amounts are disputed, a reference to the specific terms of the contract which supports the government's dispute and a request for an immediate explanation and / or corrected invoice.
- f. Contractor inquiries concerning an invoice payment may be made to the COTR at any time or to MedPAC's Financial Officer thirty (30) calendar days after a proper invoice has been submitted. The contractor may make payment inquiries to the address identified above in paragraph (b) or to 202-220-3700.
- g. Contractors must inform MedPAC of any changes in banking information using the address identified above in paragraph (b) or by calling 202-220-3700.

Note: Invoices that are not properly submitted, or that contain incorrect data, will be returned for revision.

5.6 Invoice Payment

Payment shall be made on this contract as close as possible to but not later than 30 calendar days after an invoice containing the information set forth herein is received in the payment office designated in this contract.

5.6.1 Method of Payment

- a. Payments under this contract will be made by the Government by Electronic Funds Transfer (EFT) through the Automated Clearing House (ACH), unless it is determined that other payment methods are more advantageous. If not already submitted to MedPAC, the Contractor shall complete the ACH Vendor/ Miscellaneous Payment Enrollment Form, Standard Form 3881 (to be furnished at contract award). The sections to be filled out are "Payee/ Company Information" and "Financial Institution Information". After the vendor has completed the form, it should be mailed to MedPAC Office of Financial Officer (see above address). If the Contractor declines use of EFT, the Contractor must submit to the Contracting Officer a written statement citing the reasons for such. The Government reserves the right to mandate payment by EFT, if the reasons provided are not acceptable to the Government.
- b. By no later than 14 days before an invoice of contract financing request is Submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Contracting Officer utilizing Oracle Federal Financials Supplier Request Form, as directed by the Contracting Officer.
- c. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using Electronic Funds Transfer procedures, a revised Oracle Federal Financials Supplier Request Form must be received and provided to the Contracting Officer at least 30 days prior to the date such change is to become effective.
- d. The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the authorized official that is providing it, as well as the Contractor's name and contract number.
- e. The Contractor's failure to properly designate a financial institution or to provide the appropriate payee bank account information may delay payments of amounts that are otherwise due.

5.7 Contractor Project Director and Key Personnel*

- a. The Contractor shall designate key personnel necessary to the successful performance of work under task order assignments resulting from this contract. The Contractor agrees to assign these persons to the performance of work under the contract and shall not replace or substitute for such personnel without written authorization from the MedPAC Contracting Officer.
- b. MedPAC reserves the right to disapprove any successor to this individual.

*** To be completed at time of contract award.**

5.8 Technical Direction

Performance of task order assignments under this contract shall be subject to the technical direction of the Project Officer. The term "Technical Direction" is defined to include, without limitation, the following:

- a. The issuance of task requests to perform work as described in the PWS.

- b. Directions to the Contractor which redirect the contract effort, shift work emphasis between project areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual work.
- c. Provision of information to the Contractor which assists in the interpretation of specifications or technical portions of the work described.
- d. Review and, where required by the contract, approve technical reports, specifications, and technical information to be delivered by the Contractor to MedPAC, under the contractual terms and conditions.

5.8.1 Technical direction must be within the limits of the PWS stated in the contract.

5.8.2 The Project Officer does not have the authority to and may not issue any technical direction which (1) constitutes an assignment of additional work outside the general scope of the contract; (2) constitutes a change as defined in the contract clause entitled "Changes"; (3) in any manner causes an increase or decrease in the total estimated contract performance; or (4) changes any of the expressed terms, conditions, or specifications of the contract.

5.8.3 The Contractor shall proceed promptly with the implementation of all technical directions duly issued by the Project Officer in the manner prescribed by this clause and within the authority of the provisions of this clause.

5.8.4 If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is not within one of the categories defined in (a) through (d) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five 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 the technical direction is within the scope of this clause and does not constitute a change under the "Changes" clause of this contract. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of an instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes."

6.0 SPECIAL CONTRACT REQUIREMENTS

6.1 Consulting Services

The Contractor agrees to determine whether or not any consultant to be used under this contract has an agreement in effect with the Federal Government for similar services at a lesser consultant rate than that offered under this contract and, if so, to advise the Contracting Officer accordingly, prior to formalizing an agreement for consultant services.

6.2 Procurement of all Materials, Data, and Services

Except as otherwise provided herein, procurement of all materials, data and services necessary for performance under the terms of this contract shall be the responsibility of the Contractor.

6.3 Project Performance

The activities and deliverables outlined in the PWS shall serve as the mechanism by which the Contractor's performance shall be measured. Any changes to the deliverable completion dates must be approved, in writing, by the Contracting Officer.

7.0 CONTRACT CLAUSES

Clause 1 Rights in Data

(a). Data, information, or analysis generated or derived by research or other activities funded by this contract shall be used only for the purposes of the contract. Such data, information or analysis shall not be used or disclosed for any purpose other than to fulfill the requirements set forth in this contract. All research materials, except the contractor's own notes, compiled by the contractor in the performance of this contract are the sole property of MedPAC and shall be returned to it at the conclusion of the project.

(b). Where data and other information provided by MedPAC to the Contractor comes from the Centers for Medicare and Medicaid Services (CMS), or any other Federal or State entity, the Contractor agrees to abide by, and when requested by MedPAC to execute, applicable data use agreements (or comparable documents).

(c). Research and analysis funded under this contract may be published by MedPAC, in its discretion, as an official MedPAC report. An official government report is a work of the United States Government and, under the terms of 17 U.S.C. 101,105, not eligible for copyright protection.

(d). MedPAC is the sole owner of any intellectual property arising or resulting from the performance of this contract. MedPAC grants to the contractor a royalty-free, non-exclusive license to utilize any such intellectual property and to publish any analysis or interpretation of such intellectual property in scientific, technical or professional journals, consistent with the requirements of paragraphs e and f below. Nothing in this agreement is intended to limit the contractor's right to seek copyright protection, consistent with Federal law, for such publication.

(e). The contractor agrees not to disclose, verbally or in writing, any data, information or analysis generated or derived by research or other activities funded by this contract for the period beginning with the issuance of the initial task order through June 30th following completion of the project without prior MedPAC approval. The contractor must provide MedPAC information necessary for it to approve disclosure.

(f). After June 30th following completion of the project, the contractor may publish or otherwise disclose any analysis or interpretation of data, information, or analysis generated or derived from research or other activities funded by this contract. Prior to publishing or otherwise disclosing such analysis or interpretation, the contractor shall notify MedPAC of its intent to do so.

(g). If MedPAC so requests, the Contractor shall include the following acknowledgment of MedPAC support as part of any written publication of research funded by this contract:

The research underlying this [article] was completed with support from the Medicare Payment Advisory Commission. The findings, statements, and views expressed are those of the authors and do not necessarily represent those of the Commission.

Clause 2 Changes

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes and additions within the general scope of this contract including but not limited to any one or more of the following: (i) topics to be covered; (ii) methodology to be employed including travel and interviews; (iii) method of presentation of results including oral presentations in any place; and (iv) number of copies of reports required.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms or conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must submit any "proposal for adjustment" (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost clause of this contract.

Clause 3 Termination for the Convenience of the Government

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. In the event of such termination, the Government shall pay the Contractor (i) the amount stated in the contract payment provisions for completed work accepted by the Government, or (ii) an amount agreed upon by the Contractor and Contracting Officer for the partially completed work which is accepted by the Government. Failure to reach an agreement as per (ii), above, shall constitute a "dispute" under the Disputes and Protest Clause.

Clause 4 Disputes and Protest

All claims by a Contractor against MedPAC relating to this contract shall be in writing and shall be submitted to the Executive Director for a decision. The Executive Director shall issue a decision in writing, and shall mail or otherwise furnish a copy of the decision to the Contractor. The decision shall state the reasons for the decision reached, and shall inform the Contractor of his or her rights as provided in the contract.

Clause 5 Stop Work Order

The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of up to 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and

take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

Clause 6 Notice Regarding Late Delivery

In the event the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, the Contractor shall immediately notify the Contracting Officer and Project Officer thereof in writing, giving pertinent details, including the date by which he expects to complete performance or make delivery; provided, however, that this data shall be informational only in character and that receipt thereof shall not be a waiver by the Government of any contract delivery schedule or date, or any rights or remedies provided by law or under this contract.

Clause 7 Inspection and Audit

MedPAC, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate, the work performed or being performed hereunder either at MedPAC or on the premises on which it is being performed, at the election of MedPAC.

Clause 8 Audits and Records

(a) **Examination of costs.** If this is a cost reimbursement, incentive, time and materials, labor hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain, and the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit, books, records, documents, and other evidence and accounting procedures and practices, regardless of form (e.g., machine-readable media such as disk, tape, *et cetera*) or type (e.g., databases, applications software, database management software, utilities, *et cetera*), sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(b) **Cost or pricing data.** If, pursuant to law, the Contractor has been required to submit cost or pricing data in connection with pricing this contract or any modification to this contract, the Contracting Officer or representatives of the Contracting Officer who are employees of the Government shall have the right to examine and audit all books, records, documents, and other data, regardless of form (e.g., machine-readable media such as disk, tape, *et cetera*) or type (e.g., data bases, applications software, database management software, utilities, *et cetera*), including computations and projections, related to proposing negotiating, pricing, or performing the contract or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.

(c) **Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or representatives of the Contracting Officer who are employees of the Government shall have the right to examine and audit books, records, other documents, and supporting materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(d) **Availability.** The Contractor shall make available at its office at all reasonable times the materials described in paragraphs (a) and (b) above, for examination, audit, or reproduction, until 3 years after final payment under this contract. In addition:

(1) 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; and (2) 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 disposed of.

(e) The Contractor may transfer computer data in machine readable form from one reliable computer medium to another. The Contractor's computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original data. The contractor's choice of form or type of materials described in paragraphs (a), (b), and (c) of this clause affects neither the Contractor's obligations nor the Government's rights under this clause.

(f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (f), in all subcontracts over \$10,000 under this contract, altering the clause only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

Clause 9 Subcontracts

(a) The Contractor shall not enter into any subcontract, purchase order to accomplish work required under this contract or work related to that required under this contract without the prior written approval of the Contracting Officer.

(b) Authorized subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the Government. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this contract.

Clause 10 Assignment of Claims

(a) The Contractor, under the Assignment of Claims Act, as amended; 31 U.S.C. 203, 41 U.S.C. 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

Clause 11 News Releases/Endorsements/ Advertising

(a) The Contractor agrees that in the release of information concerning, or resulting from, this contract such release shall include a statement to the effect that the project is sponsored by MedPAC and, if deemed applicable by MedPAC, a disclaimer that views expressed do not necessarily represent that of MedPAC.

(b) The Contractor agrees not to refer to this contract or MedPAC, in advertising, promotional or any other materials, in such a manner as to state or imply that the products or services provided are endorsed or preferred by MedPAC or are considered by MedPAC to be superior to other products or services. No news release, press conference, or advertisement pertaining to this contract will be distributed or broadcast without prior written approval by MedPAC.

Clause 12 Compliance with Laws

The Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations applicable to its performance under this contract. The Contractor further agrees to hold MedPAC harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by the Contractor of goods or supplies or the furnishing of services that do not meet the requirements of any applicable laws or regulations.

Clause 13 Patent and Copyright Infringement

The Contractor warrants that the products, in the form delivered to MedPAC, are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of the Contractor are free from any valid claim for copyright or trademark infringement and agrees to save and hold harmless and indemnify MedPAC against such infringement liability based upon MedPAC's possession thereof without alteration.

Clause 14 Travel

The Contractor shall take necessary steps to restrict travel under this contract to the minimum required for effective performance of the work. Travel outside of the Washington Metropolitan area shall not be undertaken without the Project Officer's prior written approval. Government reimbursable policy shall apply at the rates established in Joint Travel Regulations.

Clause 15- Service Contract Act

Service contracts over \$2,500 shall contain mandatory provisions regarding minimum wages and fringe benefits, safe and sanitary working conditions, notification to employees of the minimum allowable compensation, and equivalent Federal employee classifications and wage rates Under 41 U.S.C. 353(d).

Clause 16 - Central Contractor Registration

Prospective contractors shall be registered in the CCR database prior to award of a contract or agreement.

8.0 LIST OF ATTACHMENTS

- | | |
|--|---------------------|
| 8.1 DEPARTMENT OF LABOR WAGE DETERMINATION | ATTACHMENT A |
| 8.2 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS | ATTACHMENT B |
| 8.3 EVALUATION FACTORS FOR AWARD | ATTACHMENT C |

ATTACHMENT A

DEPARTMENT OF LABOR WAGE DETERMINATION

***** THIS WAGE DETERMINATION WAS REPLACED 06/22/2010 *****
 WD 05-2103 (Rev.-9) was first posted on www.wdol.gov on 06/15/2010

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
 Director Wage Determinations

Wage Determination No.: 2005-2103
 Revision No.: 9
 Date Of Revision: 06/09/2010

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince
 George's, St Mary's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
 King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17

12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88

16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19

23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41

30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.19
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C) (vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT B**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****I. SINGLE OR MULTIPLE AWARDS**

The Government may elect to award a single delivery order or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar services to two or more sources under this solicitation. The awards are dependent on the quality of the proposals. There is no predetermined number of qualified applicants the Government will select.

II. INSTRUCTION TO OFFERORS

The following instructions establish the acceptable requirements for the format and content of proposals. Your special attention is directed to the requirements for technical and business proposals to be submitted with paragraphs B and C of these instructions.

A. GENERAL INSTRUCTIONS

1. Any resultant contract shall include the Contract Clauses (Section 7.0) applicable to the selected offeror's organization and type of contract awarded.
2. The proposal shall be in two parts a "technical proposal" and a "business management and cost/price proposal." Each of these parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal shall not contain reference to costs; however, resource information such as data concerning labor hours and categories, materials, subcontracts, *et cetera*, shall be contained in the technical proposal so that the offeror's understanding of the Statement of Work may be evaluated. The technical proposal must disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions. Page limits specified for each section are binding; font size is not prescribed but should be sufficiently large as to permit ease of reading.
3. The proposal shall be signed by an official authorized to bind your organization. An original plus six (6) copies of your technical proposal and an original plus six (6) copies of your business management and cost/price proposal (in separate sealed envelopes or other packaging) shall be submitted. Proposals shall be either hand delivered or mailed to the following address:

Medicare Payment and Advisory Commission (MedPAC)
601 New Jersey Avenue, NW
Suite 9000
Washington, DC 20001
Attention: James E. Mathews

Proposals shall be conspicuously marked with the RFP number and delivered to MedPAC prior to the closing date and time set in the RFP letter for receipt of proposals.

4. MedPAC shall evaluate proposals in accordance with the evaluation criteria set forth in Attachment C of this RFP.

5. Offerors' proposals must disclose the technical approach in as much detail as possible, including, but not limited to, the requirements specified in the Technical Proposal Instructions, Paragraph B.3. In addition, offerors must comply with the requirements of the Business Proposal Instructions, Paragraph C.
6. It is understood that your proposal shall become part of the official contract file.
7. The RFP does not commit MedPAC to pay any cost for the preparation and submission of a proposal. In addition, the Executive Officer is the only individual who can legally commit MedPAC to the expenditure of public funds in connection with this proposed acquisition.

B. TECHNICAL PROPOSAL FORMAT

To facilitate technical proposal evaluation, the offeror shall submit a separate enclosure entitled, "Technical Proposal," and shall mark it "Volume I." To expedite evaluation of submitted proposals, each offeror's technical proposal shall contain the following major sections in the order listed:

- 1.0 Executive Summary
- 2.0 Proposed Personnel Qualifications
- 3.0 Technical Approach
- 4.0 Management Plan
- 5.0 Hypothetical Project Proposal
- 6.0 Organizational Qualifications and Past Performance
- 7.0 Additional Information
- 8.0 Summary of Deviations/Exceptions in the Technical Proposal

Appendix: Resumes for all proposed professional personnel.

Authors of the proposal shall be indicated for each section (excluding the appendix).

The technical proposal should address the offeror's proposed general approach to each of the types of projects described in the PWS (Section 2.5) that the offeror is proposing to complete. However, in addressing the hypothetical project presented in Section 5.0 below, offerors should give a detailed description of their proposed approaches for the project types (up to three) that the offeror would use in conducting work specific to the hypothetical project. (If the offeror describes a project type in detail for the hypothetical project, the offeror may refer to this discussion in Section 2.5.)

To assist in preparing each section of the proposal, offerors are furnished the following information:

1. Section 1.0 Executive Summary

This section shall consist of a brief (2 pages maximum) summary of the major elements of the

offeror's proposal.

2. Section 2.0 Proposed Personnel Qualifications

This section, together with the Appendix (resumes), shall contain sufficient evidence to permit evaluation of the qualifications of the proposed project staff. For additional information, consult Attachment C, Evaluation Criteria for Award. The offeror must identify which staff members would work on which project types and which subject matter areas. There is no page limit for this section.

- a. In this section, the offeror shall discuss the qualifications of the proposed personnel; describe their experience, education, specific scientific or technical accomplishments, highlighting how their skills would align with the needs of the particular project types proposed and the relevant substantive areas. This information shall be provided for the project team members and, if included in the project, the additional personnel identified in (b) below. The proposal shall include (in an Appendix) resumes identifying the professional personnel that shall be employed to perform the contract.
- b. The offeror shall describe and submit resumes for additional personnel and consultants, if any, that are required for any item of work. The offeror shall indicate the technical areas, character, and extent of consultant activity.
- c. The offeror shall discuss the anticipated availability of proposed personnel and how staff would be chosen/assigned to projects under the contract.

3. Section 3.0 Technical Approach

- a. This section shall describe the skills and techniques the offeror would use to perform the project types and associated tasks described in the PWS (Section 2.5) that the offeror proposes to provide under the contract with respect to the range of Medicare issues.

The offerors should discuss their general approach to these projects including their analytic approach, knowledge of Medicare and other relevant data, knowledge of research methods, and ability to conceptualize relevant policy issues. For example, if an offeror chooses to bid on "site visits" the offeror should describe in the technical approach section its applicable logistical infrastructure, dedicated staff, *et cetera*, that would be brought to bear in conducting site visits. Please indicate in as much detail as possible, the approach you would take in responding to each of the types of projects that you propose to provide under the contract. The description of the technical approaches should be specific, detailed and complete enough to clearly and fully demonstrate that the offeror thoroughly understands the intent of the PWS.

Proposals that merely offer to conduct a program in accordance with the requirements of the MedPAC's Performance Work Statement shall not be eligible for award. The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

Offerors should use the hypothetical example described in Section 5.0 (Hypothetical Project Proposal), to demonstrate how they would perform specific tasks, and describe how their approach to these tasks would specifically address the applicable research questions. For example, if the offeror proposes to conduct data analysis, the offeror's response to Section 5.0 should specifically identify a question (or questions) from among those posed on pages 36-37, and describe specific datasets that it would use to address the question(s), specific quantitative analyses it would conduct, describe limitations of the data or analytic methods or other caveats

that would affect the results, *et cetera*. It should also include a description of their capabilities and expertise.

b. Responses must demonstrate the offeror's understanding of how such projects can further MedPAC's role and responsibilities as a nonpartisan congressional commission, including needs for accountability, transparency, timeliness, clarity and impartiality.

c. In addition to a general description, responses should include a list of key analytic and technical issues to be addressed in doing each of the proposed project types.

d. Please identify the obstacles and/or challenges inherent in completing each type of project you propose to complete and how you would overcome them. Offeror may use examples from previous work. For example, the offeror could discuss how to gain cooperation of a targeted provider group or how best to work with flawed data files.

e. Stating that the offeror understands and shall comply with the PWS, or paraphrasing the PWS, or parts thereof, is considered inadequate. So are phrases such as "standard procedures shall be employed" and "well known techniques shall be used."

f. This section shall not exceed 15 pages.

4. Section 4.0 Management Plan

a. This section shall describe how the offeror plans to use project staff and corporate resources to complete task requests.

b. As appropriate, the offeror should describe the organization and management methods you will use in the technical management of the proposed project types under the contract. Similar to the technical approach, your description of this facet of the work should demonstrate an understanding of the nature of the tasks and their potential problems and how you shall identify issues in a timely manner and at the proper level of authority. Further, the management plan should describe the offeror's approach for working with MedPAC staff and how any consultants, if used, will be effectively integrated into a project.

c. The offeror's proposal should include a discussion of those processes and systems that will ensure valid deliverables (that is, results that soundly reflect the consensus of the appropriate scientific community) that are satisfactorily completed within a project's time and cost projections.

d. This section shall not exceed 5 pages.

5. Section 5.0 - Hypothetical Project Proposal

This section should include abbreviated proposals in response to the hypothetical project described below, including a brief contextual discussion, proposed technical approach for up to three project types listed below, personnel qualifications, and management plan, choosing from among those the offeror proposes to provide under contract. In general, MedPAC issues task orders for the shortest amount of time feasible to complete a given project, not to exceed one year from date of issue of the task order.

In addition to a 3-page overview, each individual project description should not exceed 3 pages.

You may cross reference as needed to Section 2.0 (Proposed Personnel Qualifications), Section 3.0 (Technical Approach) and Section 4.0 (Management Plan).

Factors Influencing Medicare spending for Dual Eligible Beneficiaries

On average, Medicare expenditures for beneficiaries dually eligible for Medicare and Medicaid are considerably higher than expenditures for other beneficiaries. Although they comprise 16 percent of Medicare beneficiaries, they account for 27 percent of spending. In 2006, average total spending - which includes Medicare, Medicaid, supplemental insurance, and out-of-pocket spending across all payers - for dual eligible was about \$26,800 per beneficiary, just under twice the amount for other beneficiaries. In the case of drug spending, average monthly expenditures for LIS enrollees (those qualifying for the low-income subsidy including dual eligibles) is more than double that of non-LIS enrollees and the difference is increasing over time.

Much of the differences in spending can be attributed to the population's high rate of disease burden, including multiple chronic conditions. Dual-eligible beneficiaries are more likely to report poorer health status than other beneficiaries. They are also more likely to be under age 65 and disabled. However, some differences may be attributed to differences in the quality of the health care they receive, the financial incentives they and their providers face, and the lack of coordination of care they receive.

This project aims to understand how these factors influence Medicare expenditures for dually eligible beneficiaries. Ideally, we would like to assess the independent role of these factors in order to consider policy options that could address them. Policies that address quality of care, coordination of care, access to care, and beneficiary incentives would also be relevant for the Medicare population generally.

Questions could include:

- Are there systematic differences in the places that dually eligible beneficiaries receive care? Are there differences in the quality of care provided in these settings?
- To what extent is beneficiary access to care limited by their dual eligible status?
- What is the best way to measure the quality of care received by dually eligible beneficiaries compared to other beneficiaries?

- Most dually eligible beneficiaries are in fee-for-service Medicare. Are there differences in the care received by those dual eligibles compared to those enrolled in Medicare Advantage plans? If so, are these differences reflected in outcome measures?
- How do Medicare Advantage plans coordinate care for dually eligible beneficiaries? Do care coordination activities raise the quality of care beneficiaries receive? Do the care coordination activities lower Medicare spending?
- Many dual eligible beneficiaries take multiple drugs daily. Experts report that use of inappropriate drugs, medications taken at the wrong dosage, and interactions between drugs account for many hospital admissions each year. What measures are available to measure the quality of drug regimens prescribed for dual eligible? Does quality differ by setting, e.g., community, post-acute care facilities, and long-term care facilities?
- Dual eligible beneficiaries face little or no cost-sharing for Medicare services. Economists report that cost-sharing reduces use of necessary and unnecessary services. How does nominal cost-sharing affect use of care by dual eligibles?
- How does end of life care differ for dual eligibles compared to other beneficiaries? What factors influence these differences?

The offeror should choose up to three of the following project types to discuss in relation to this project. Selected tasks should be taken from those project types that the offeror has proposed to complete under this contract. For example, if the offeror intends to complete the convening of expert panels, then the offeror should describe how it would plan and conduct an expert panel to discuss quality measures for care provided to dual eligible beneficiaries, and whether, and how, to risk adjust them. The offeror should include a brief cost proposal (including indirect costs, overhead, and profit, if applicable) for each of the project types it includes in its financial proposal. In the technical proposal, the offer should include personnel, time commitments of key personnel, and estimated time needed to complete the task.

Expert panel. The offeror should describe why an expert panel would be relevant to the questions raised in the hypothetical project, and identify specific questions the panel would address. The offeror should discuss how it would identify potential panel participants (and may identify specific individuals to the extent it is able). The offeror should prepare a draft agenda for the hypothetical expert panel that would include specific subject areas the panel would address. The offeror should discuss its logistics for arranging and conducting an expert panel, including initial outreach, providing for administrative support at the panel meeting, and processes for finalizing a report on the proceedings of the panel for MedPAC staff.

Structured interviews. The offeror should describe why structured interviews would be the most appropriate approach to specific questions raised in the hypothetical project. The offeror should describe its approach to working with MedPAC staff to develop a list of interviewees **specifically to discuss appropriate prescribing within Part D, especially as it affects dually eligible beneficiaries.** The offeror should describe how it would develop an interview script, placing special emphasis on the problems of polypharmacy and the tools available to improve the quality of prescribing, including medication therapy management programs. The interview should also consider barriers to improved prescribing and medication adherence. The offeror should identify the kinds of interviewees most appropriate to illuminating this issue, and describe the range of interviewees it would approach, the number of interviewees, and any need for geographic or other diversity among interviewees. Offeror should discuss its logistical capacity for conducting structured interviews, and its plan for qualitatively evaluating the interview responses for purposes of compiling a report to MedPAC staff.

Site visits. The offeror should describe the rationale for how site visits would be appropriate for addressing any of the above questions. The offeror should describe how it would work with MedPAC staff to develop a list of hospitals, other providers, and health plans that consistently demonstrates that they provide high-quality care to dually eligible beneficiaries. The purpose of the visits would be to develop an understanding of best practices to care for this population. The offeror should identify specific types of providers that should be approached to address this issue, and describe a sample agenda for site visits to each type of provider. The offeror should describe its logistical arrangements for conducting site visits, from initial outreach to providers, to consolidating notes from site visits into a final draft report for MedPAC staff.

Literature review/research paper. If the offeror chooses this approach as part of its response to the hypothetical task, it should specifically address how a literature review / research paper could address the specific question of why dually eligible beneficiaries are less likely to enroll in hospice than other beneficiaries. The offeror should describe how it would provide a critical analysis of the literature on hospice enrollment and how it relates to dually eligible beneficiaries, including its corporate resources or staff expertise in this area. Offeror should submit an outline of topics the research paper would address.

Data analysis. The offeror should identify data sets that could be used to assess whether quality of care differs for dually eligible beneficiaries compared to other beneficiaries. The analysis should consider the extent to which observed differences

are due to differences in beneficiary characteristics compared to characteristics of facilities where beneficiaries are treated. The offeror should describe how it would measure quality of care, examine the variation in expenditures, and report results to MedPAC staff. The offeror should describe its IT infrastructure, its ability to work with applicable datasets, and specific quantitative analyses it would conduct.

Small scale survey. The offeror should describe how a small-scale survey would help assess access to care by dually eligible beneficiaries. The offeror choosing this approach in its response to the hypothetical should outline a brief questionnaire, and identify the kinds of respondents to whom the survey would be directed. The offeror would describe how it would ensure that respondents were nationally representative, including those who counsel rural beneficiaries. Questions would focus on access to physicians and other health care providers.

Policy analysis. The offeror should describe how it would prepare an analysis of the policy options available to Congress and CMS if research demonstrates that the care provided in institutions that serve dual eligibles is lower in quality than other institutions. The analysis would propose policy options aimed at addressing these issues while taking into account the effect of solutions on overall Medicare expenditures. It would identify the advantages and disadvantages of each proposed option.

7. Section 7.0 - Additional Information to Be Furnished

a. Resource Requirements

State whether or not acceptance of a contract for this project shall impact performance of other Government contracts. If "yes," indicate the nature and extent of the impact.

The offeror shall state whether employees on which estimates are based presently are on the offeror's payroll and immediately available for this work. If not, state the number and kind of persons who would have to be hired and the arrangements made to obtain them.

b. Key Personnel

The proposal must contain the names of the key people responsible for the preparation of the proposal (e.g., the offeror's project manager for all tasks issued under the contract, or principals who will likely lead multiple tasks) and their expected time commitment to the working under the contract. (This is distinct from the information requested in Section 2.0, "Proposed Personnel Qualifications," which asks for information on all of the offeror's staff who could be potentially assigned to tasks issued under this contract.)

8. Section 8.0 - Summary of Deviations/Exceptions in the Technical Proposal

For each task type, the offeror shall fully explain any deviations, exceptions or conditional assumptions taken with respect to this part of the RFP. Any exceptions taken to the Performance Work Statement shall have amplification and justification in order to be evaluated. Such exceptions shall not, of themselves, automatically cause any proposal to be deemed unacceptable. A large number of exceptions or one or more significant exceptions not providing any obvious benefit to MedPAC may, however, result in rejection of such proposal(s) as technically unacceptable.

C. BUSINESS PROPOSAL FORMAT AND INSTRUCTIONS

To facilitate proposal evaluation, the offeror shall submit as part of his/her proposal a separate enclosure entitled "Business Management and Cost/Price Proposal" which presents the general proposed cost for completing the hypothetical task discussed in Section 5.0 of the offeror's technical proposal.

C.1 General Instructions

(a) These instructions are to assist Offerors in submitting information that is required to evaluate the reasonableness of your proposed cost/price. Compliance with these instructions is mandatory and failure to comply may render your proposal ineligible for an award.

(b) All information relating to Offerors' proposed cost/price must be included in the section of the proposal designated as Volume II, Business Management and Cost/Price. Under no circumstances shall this cost/price data be included elsewhere in the proposal. Data beyond that required by these instructions shall not be submitted, unless it is considered essential to document or support your proposed costs/prices.

(c) Note that unreasonably low or high proposed costs/prices, initially or subsequently submitted, may be grounds for eliminating a proposal from this source selection's competition. The elimination of a proposal will be based on either an Offeror's lack of understanding of the Government's expressed requirement and/or the submittal of unreasonable costs/prices.

(d) List any exceptions taken to the cost/price requirements stated herein and provide any cost/price assumptions. Offerors shall provide complete rationales for exceptions taken and assumptions made.

C.2 Volume Organization

The Business Management and Cost/Price Volume II shall consist of the following sections:

- (1) Table of Contents; Glossary of Abbreviations and Acronyms
- (2) Fully Burdened Labor Rate Schedule
- (3) Exceptions/Assumptions and Rationales

C.3 Pricing Information

(a) The cost/price information for this source selection is limited to the submission of fully burdened Firm- Fixed-Price (FFP) type hourly labor rates against all labor categories identified in the FFP Fully Burdened Labor Rate Schedule (Section 1.3) as well as indirect and profit rates

applicable to Other Direct Costs (ODCs). Note, however, that no fee or profit will be paid on material / travel / per diem costs.

(b) The Labor Categories and Definitions provided in your technical proposal will be considered to meet the minimum labor qualification requirements for this source selection.

(c) Fully burdened labor rates are defined as consisting of hourly base labor rates plus out-year escalations, applicable Home Office type indirect burden costs (Fringe Benefits, Overhead, General & Administrative (G&A)), and profit. All fully burdened FFP labor rates shall be rounded to the nearest cent.

(d) Only one fully burdened FFP labor rate for each labor category shall be inserted per Team (either the prime contractor's rate or a team member's rate) into the Fully Burdened Labor Rate Schedule.

(e) Failure to propose labor rates for all labor categories will render an Offeror's proposal incomplete and the entire proposal will be subject to rejection.

(f) Fully burdened FFP labor rates shall be proposed based on the following assumptions: all labor categories and associated labor rates will be proposed in accordance with the Fully Burdened Labor Rate Schedule anticipated performance periods. The contractual periods of performance will begin October 1 annually and end September 30 annually. Government Fiscal Years (FYs) have been established as contractual periods of performance. The Fully Burdened Labor Rate Schedule anticipates a basic contract performance period to begin within Fiscal Year 2012 (FY12) and continue thereafter through Fiscal Year 2016 (FY16). Only fully burdened FFP labor rates against associated labor categories per FYs shall be proposed. Travel and other expenses will be proposed at the Task Order level on cost-reimbursement basis (no-profit). The indirect rates and profit rates applicable to ODCs will only be used for pricing future Task Orders.

(g) Alterations to the Fully Burdened Labor Rate Schedule are not allowed. Offerors shall only insert their fully burdened FFP labor rates, indirects, profit rates, and labor category nomenclatures (if different than the Government's nomenclatures).

(h) Successful Offerors' fully burdened FFP labor rates, indirects, and profit rates will be incorporated into resulting basic contracts as proposed against this source selection's Fully Burdened Labor Rate Schedule and will be used as maximum rates for pricing future competitive and non-competitive Task Orders.

C.4 Financial Responsibility

(a) Offerors shall provide the last three (3) years of financial statements, and year-to-date financial information through the last quarter available. If audited, reviewed, compiled or certified financial statements are available, these shall be submitted.

(b) The above information shall be provided for the prime. If the offeror is a combination of firms (for example, a partnership or joint venture), discuss the financial responsibilities among the companies. Historical and year-to-date financial data shall be submitted for each company that makes up the offeror, and the ability to fund contract performance shall be addressed.

ATTACHMENT C**EVALUATION FACTORS FOR AWARD**

I. MedPAC will perform separate technical and cost evaluations. The technical evaluation will be conducted in accordance with weighted technical criteria established and approved prior to receipt of proposals. This evaluation produces a numerical score (points). Cost proposals are evaluated to assess the reasonableness of the proposed cost/price and to determine the probable cost to the government. Offerors are advised that paramount consideration will be given to the evaluation of technical proposals, rather than costs or price. To be selected for award, however, a proposal must be fairly and reasonably priced.

II. Proposals will be evaluated to determine the offeror's ability to complete all technical requirements for performance. Any proposal that addresses only part of the technical requirements may not be considered fully responsive to the government's technical needs and may not be accepted.

III. MedPAC will evaluate proposals in accordance with the following technical evaluation criteria:

1. Proposed Personnel Qualifications (25 points)

a. The project director(s) shall have demonstrated capability to manage the chosen types of projects and proven ability to provide technical guidance relevant to the tasks of the projects.

b. The offeror shall demonstrate that its personnel (salaried and consultants) have expert knowledge of Medicare payment policy, including health care delivery, financing, and organization, and knowledge of such issues as related to Medicaid and private insurers.

c. The offeror's combined staff shall have experience in the skills needed to complete the relevant proposed project types, e.g., research and writing for completing research papers and literature reviews; conducting surveys, designing data collection instruments, and analyzing survey results for completing survey tasks; convening meetings and keeping minutes of meetings for holding expert panels; ability to complete policy analyses.

2. Technical Approach (25 points)

a. The offeror's proposal will demonstrate an understanding of the technical and analytic issues in the project types it proposes to provide from those outlined in Section 2.5. Please note that in describing the offeror's proposed technical approach, responses must contain a detailed discussion of proposed technical approach to ALL of the project types that the offeror proposes to complete under the task order contract.

b. The offeror's proposal shall demonstrate an understanding of MedPAC's role and responsibilities as a Congressional advisory commission and how such projects fit into MedPAC's analytic needs and how the proposed approach to completing projects will take MedPAC's needs into account.

c. The offeror's proposal shall identify obvious challenges and obstacles it foresees in completing the proposed project types for MedPAC and provide reasonable mechanisms for overcoming these barriers.

d. The offeror's technical proposal shall be clear and well-organized; the proposal will be considered representative of the written products to be provided under the contract.

3. Management Plan (15 points)

a. The offeror's proposed management plan shall clearly document the lines of authority, the approximate time commitments and responsibilities for each staff member, and procedures for ensuring that tasks and deliverables for the proposed project types will be completed within required time frames.

b. The offeror will present a plan for managing and coordinating tasks, and explain how effective communication and interaction will be accomplished among the involved contractor staff and between the staff and MedPAC. If subcontractors or consultants are to be used, the offeror will describe how they will be managed and effectively integrated into the project(s).

4. Hypothetical Project Proposal (25 points)

a. The offeror shall present its proposed approach for one, two, or three of the project types it proposes to offer under the contract, based on the hypothetical project outlined in Attachment B, Paragraph 5.0, including the project's scope, methodological or data issues, as appropriate, and policy questions to be addressed/explained. The offeror shall explain how the use of its selected project(s) are appropriate for answering the hypothetical project's questions.

b. The offeror's proposed technical approaches will explain how appropriate personnel will complete each discussed task in a timely, efficient and effective manner.

c. The offeror's technical proposal shall be clear and well-organized; the proposal will be considered representative of the written products to be provided under the contract.

5. Corporate Qualifications (10 points)

a. The offeror will show that it has the necessary facilities and equipment to complete the project types it proposes to provide under the contract.

b. The offeror will demonstrate a record of success in the types of projects it proposes to complete, *e.g.*, managing large-scale research projects and writing research reports, conducting health sector surveys, collecting and analyzing financial data reported by health care providers, and convening panels and conferences.

QUESTIONS CONCERNING THE REQUEST FOR PROPOSALS

Questions regarding this Request for Proposal (RFP) must be submitted in writing via email or fax no later than 4:00 p.m. on Friday July 8, 2011. You may email your request to: James Mathews (jmathews@medpac.gov). You may also fax them to (202) 220-3759.

PROPOSAL SUBMISSION

One original and six (6) copies of the technical proposal and one original and six (6) copies of the business management and cost/price proposal under separate cover must be submitted by no later than 12:00 (noon) local time on July 22, 2011 to:

Medicare Payment Advisory Commission (MedPAC)
601 New Jersey Avenue, NW
Suite 9000
Washington, DC 20001
Attention: James E. Mathews

There is no preferred method of delivery.

PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE DEEMED LATE AND NOT CONSIDERED FOR AWARD.