

Medicare Payment Advisory Commission REQUEST FOR QUOTATION - INTERNET WEB SITE REDESIGN TO IMPROVE SITE USABILITY AND APPEAL

The Medicare Payment Advisory Commission (MedPAC) is seeking a creative, qualified, experienced and professional consultant to redesign MedPAC's current Internet website to improve functionality, usability, and appeal.

1.0 Background

MedPAC recognizes its website as a vital communication tool that provides the Congress and the general public with information about MedPAC 24-hours a day, 7 days a week. MedPAC's web site connects citizens, press, and government and serves as a tool for MedPAC to receive feedback from its constituency. MedPAC's current website contains large quantities of analytic material in the form of intramural and extramural reports, congressional testimony, and informational documents. However, it is limited in its functionality, particularly with respect to permitting users to find systematically organized information on topics that make up MedPAC's work, and with respect to allowing end users to search the MedPAC documents stored on the website. We seek to improve this communication tool to increase usability and engage its users to repeat visits to the site.

The current website and content management system is written in ColdFusion. The business model back-end is a Microsoft SQL database.

1.1 The Project

The current MedPAC website (<http://www.medpac.gov/>) contains comprehensive information regarding MedPAC's research areas, publication, and news releases and informational links. Although navigation has been improved since its inception, further enhancements are needed. MedPAC is looking for the following attributes to increase site use (appeal) and provide users quick access (usability) to the information they seek:

- *Content Management*
 - o Deliver relevant, high-quality content
 - o Enhance workflow capabilities.
 - o Appropriate amount of information
 - o Timely and current information
 - o Consistent themes
 - o Proper links within and outside of web page
- *Ease of Use*
 - o Prioritize content
 - o Clear structure
 - o Navigation
 - o Enhanced search capabilities

2.0 Scope of Work

The selected consultant will perform the following tasks in conjunction with MedPAC's Information Systems Manager:

- Plan organizational structure of the site
- Update visual design and layout of the site
- Enhance site functionality and content management

Publishing the site

In performing each of these tasks, the consultant must work closely with MedPAC's information systems manager, and provide training as needed, in order to ensure that the IT manager is an integral partner in the development process and able to document all code.

Task 1. Plan organizational structure of the site

- 1a. Consultant will familiarize him/herself with the layout and organization of MedPAC's current website. This will include understanding the current organization of web pages, how the website links to the underlying content database, and how entries in the database are coded. MedPAC staff will provide the general flow of information contained on the site, desired information improvements and will look to the consultant to make recommendations for improvement.
- 1b. Consultant will make recommendations on software (Microsoft-based products) associated with creating or upgrading the site.
- 1c. Consultant will develop an alternate structure of the site through which information will be better organized and easily accessible to end users. The alternate structure should include a logical ordering of pages within the website, the efficient use of top or sidebar menus, and other enhancements to improve site navigation and usability.

Task 2. Updating visual design of the site

- Consultant will suggest three (3) alternate visual designs of the website. Such designs may incorporate appropriate use of animation, video and sound, using strictly Microsoft approved products, such as Macromedia/Adobe. Such alternate designs should maintain the current MedPAC logo and color scheme to ensure at least some continuity of the "look and feel" of MedPAC's current website.

Task 3. Site functionality and content management

- 3a. Consultant will maintain or improve the following functional aspects of MedPAC's current website: customer feedback opportunities such as mailing list signup, content management workflow, and the ability to provide comments on public meetings. New functionality could include enhancements such as providing users with proper warning

for things such as long downloads, or navigation away from the MedPAC website. The consultant needs to make such suggestions, modifications and implementations; incorporating Microsoft products, capabilities and compatibilities on the back end and open platform on the front end. MedPAC requires the use of Advanced Server Pages (ASP) (when needed) versus jsp, cgi or perl.

- 3b. Consultant will improve the functionality of the search function allowing users to access material in the database underlying the site. Currently, MedPAC's website's search function allows users to search by document type, year, and topic area. Additional enhancements would include permitting more detailed search criteria, and better organization of the results returned from a website search.

Publishing

- Consultant will assist with publishing site to external host and verify correct security permission on external host.

3.0 INSPECTION AND ACCEPTANCE

All work described in the statement of work to be delivered under this contract is subject to final inspection and acceptance by an authorized representative of the Government.

The Project Officer is responsible for the, technical monitoring, and evaluation of the Contractor's technical performance. The Project Officer shall perform inspection and acceptance to determine if the deliverables meet the requirements as MedPAC has set forth in this contract. Such approval will indicate acceptability to MedPAC performance in accordance with the requirements of the Scope of Work and the terms and conditions of this contract and will be subject to applicable warranties. MedPAC reserves the right to perform any inspections and audits as deemed necessary to assure that the Contractor's services conform to prescribe requirements.

4.0 DELIVERIES OR PERFORMANCE

I. PLACE OF DELIVERY

The place of delivery shall be located at Medicare Payment Advisory Commission, 601 New Jersey Ave, NW, Suite 9000, Washington, DC 20001

II. PERIOD OF PERFORMANCE

The Estimated Period of Performance shall be from date of award through June 1, 2011.

5.0 CONTRACT ADMINISTRATION DATA

I. DESIGNATION OF PROJECT OFFICER AND TECHNICAL DIRECTION

Paula Crowell is hereby designated as the MedPAC Project Officer under this contract and can be contacted at the following address:

Medicare Payment Advisory Commission
601 New Jersey Ave., NW Suite 9000
Washington, D.C. 20001
Telephone Number: (202) 220-3711

II. DESIGNATION OF CONTRACTING OFFICER

Eloise Plater is hereby designated as the MedPAC Contracting Officer under this contract and can be contacted at the following address:

Medicare Payment Advisory Commission
601 New Jersey Ave., NW Suite 90000
Washington, D.C. 20001
Telephone Number: (202) 220-3714

6.0 CONTRACT CLAUSES

Contract Type

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

Option to Extend Services

MedPAC may require continued performance of any services within the limits and at the rates specified in the contract. Such options shall be exercised by the contracting officer, with written notice to the contractor at least thirty (30) days prior to the contract completion date.

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 MedPAC. The Contractor shall stop performing services on the date specified in such notice. In the event of such termination, MedPAC shall pay the Consultant for hourly work performed prior to the date on which such notice directed Consultant to stop work.

Disputes & Protest

All claims by a Consultant 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 Consultant. The decision shall state the reasons for the decision reached, and shall inform the Consultant of his or her rights as provided in the contract.

Compliance with Laws

The Consultant shall comply with all applicable Federal, State, and local laws rules and regulations applicable to its performance under this contract. The Consultant 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 Consultant of goods or supplies or the furnishing of services that do not meet the requirements of any applicable laws or regulations.

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.

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.

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, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.), 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, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.), 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.

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.

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).

Central Contractor Registration

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

Allowable Cost and Payment

(a) Final payment.

(i) The contractor shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but not later than one year (or longer, as the contracting officer may approve in writing) from the completion date. Upon approval of that invoice or voucher, and upon the contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(ii) The contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the contractor has been reimbursed by the Government. Reasonable expenses incurred by the contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the contracting officer.

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.

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.

7.0 INSTRUCTIONS TO OFFERORS

Offerors shall follow the instructions below for the format and content of proposals.

A. General Information

1. The purpose of this Request for Proposal (RFP) is to provide interested offerors with sufficient information to enable them to prepare and submit proposals for consideration by MedPAC.
2. Proposals should be e-mailed to procurement@medpac.gov. Any questions regarding this RFP should be e-mailed to procurement@medpac.gov, with a cc to Eloise Plater (eplater@medpac.gov). The RFP closing date is November 5, 2010 at 11:59pm.

3. The offeror's proposal in response to this Request for Proposal shall be prepared in accordance with these instructions. Offerors whose proposals deviate from these instructions maybe disqualified at the discretion of MedPAC.
4. MedPAC contemplates award of a firm-fixed price contract resulting from this solicitation.
5. MedPAC reserves the right to enter into negotiations with any or all of the offerors as it deems to be in the best interest of MedPAC.
6. MedPAC reserves the right to reject any proposal received at the location after the time and date specified on the cover page of this solicitation.
7. This request does not commit MedPAC to pay any preparation cost nor to make reimbursements for any of the costs associated with a response to this request.
8. Telegraphic proposals, modifications, or withdrawals will not be considered.
9. Facsimile proposals, modifications, or withdrawals will not be considered
10. MedPAC reserves the right to reject any and all proposals received as a result of this request. Non-compliance with the conditions of this RFP may result in disqualification of the offeror
11. MedPAC may reject an offer as non-responsive if it is materially unbalanced as to prices for the requirements. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
12. MedPAC reserves the right to disqualify, or to impose conditions upon an offeror to avoid organizational conflicts of interest which might create the appearance that MedPAC's independent and impartial judgment has been impaired. Offerors may be asked to submit additional information so MedPAC can determine whether such organizational conflicts of interest, real or apparent, exist.
13. MedPAC reserves the right to cancel this solicitation at any time.
14. Selection of semi-finalists and finalists will be at the sole discretion of MedPAC. Offerors should submit an application packet, not to exceed 25 pages, including:
 - Qualifications of consultant
 - Approach to the project, specifically addressing the working relationship with MedPAC staff
 - Proposed scope of services and proposed costs (including incidental rates) to achieve deliverables outlined in scope of work

- Previous experience in internet web page design
- Identification of team members and their role in providing technical assistance and/or their role in this project
- References

A selection committee comprised of MedPAC staff, the committee will review the application packets. If there are several highly qualified applicants, a list of semi-finalists may be selected and interviewed by the committee. Semi-finalists will be asked to make a high-level presentation to the selection committee of your changes, improvements and/or features built in your last project (of your choice).

8.0 EVALUATION CRITERIA

Offerors will be evaluated on the basis of experience and qualifications (both corporate and individual), cost, understanding of the project, and the commitment to providing sufficient collaboration with MedPAC's IT manager as noted above.

The following factors shall be used to evaluate offers:

- 1) Compliance with technical requirements of RFP (**35 points**)
 - a) Offeror's proposal makes use of specified technology (Microsoft-compatible development applications, .Net platform) – 15 points (NOTE: OFFERORS WHOSE PROPOSALS DO NOT MEET THIS CRITERION WILL NOT BE CONSIDERED FURTHER)
 - b) Offeror's proposal reflects a complete understanding of the technical issues involved in transitioning from MedPAC's current website to a new website (reflects appropriate use of specific content management system (CMS) software, et cetera). Offeror's proposal clearly specifies all software and other IT assets that will be used in the development and maintenance of the new website. The score for this evaluation criterion will be based on the following : learning curve of CMS, availability of 24/7 technical support for CMS, access to complete documentation of software, ability to easily find webhost, number of products used, and stability of product. – 20 points
- 2) Technical capabilities / corporate qualifications of offeror (**20 points**)
 - a) Offeror's key staff have directly relevant technical and project management experience, as indicated in resumes and descriptions of past projects - 10 points
 - b) Offeror has substantial corporate experience in developing websites of comparable magnitude, and has provided references who can attest to the offeror's performance

on these projects. References' attestations will contribute to the offeror's score on this criterion – 10 points

3) Management plan (**20 points**)

- a) Offeror's timeline indicates a clear understanding of project milestones that need to be met to ensure project will be completed within the time specified by MedPAC. Tasks are clearly identified, and the specific staff time devoted to each task is commensurate with the task's level of effort. Offeror's proposal clearly lays out options that will be presented for MedPAC's consideration, and indicates how the work will be conducted on an iterative basis. – 10 points
- b) Offeror's proposal clearly indicates how MedPAC's IT staff will be engaged in all technical aspects of the project, and indicates where key MedPAC staff will be involved in major decision points, testing, approvals, et cetera – 10 points

4) Cost (**25 points**)