GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES					1.REQ	QUISITION NUMB	ER	PAGE			
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### 1. SCOPE

The District of Columbia Health Benefit Exchange Authority (HBX) has awarded a task order to Mercer US Inc. (Contractor) to provide actuarial rate review services with respect to qualified health plans offered for sale through DC Health Link. The task order award is issued against the Contractor's GSA contract 47QRAA21D004A.

## 2. **STATEMENT OF WORK-**SEE ATTACHMENT A

## 3. PRICE SCHEDULE-SEE ATTACHMENT B

### 4. **PERIOD OF PERFORMANCE**

The performance period of this Task Order is from date of award until one (1) year thereafter.

## 4.1 OPTION TO EXTEND TERM OF THE TASK ORDER

- 4.2 HBX may extend the term of this Task Order for four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Task Order; provided that HBX will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the Task Order expires. The preliminary notice does not commit HBX to an extension. The exercise of an option is subject to the availability of funds. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Task Order.
- 4.3 If HBX exercises an option, the extended Task Order shall be considered to include this option provision.
- 4.4 The price for the option period shall be as specified in the Task Order.
- 4.5 The total duration of this Task Order, including the exercise of any options under this clause, shall not exceed five (5) years.

### 5. <u>CONTRACTING OFFICER (CO)</u>

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address and telephone number of the Contracting Officer for this Task Order is:

Kenneth Wallington
Contracting Officer
DC Health Benefit Exchange Authority
1225 "I" Street, NW. 4<sup>th</sup> Floor
Washington, D.C. 20005
Email: Kenneth.Wallington@dc.gov

Phone (202) 679-5952

# 6. <u>CONTRACT ADMINISTRATOR (CA)</u>

The CA is responsible for the technical administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is

responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this Task Order is:

Health Benefit Exchange Authority
Kathryn Dzurec, Contract Administrator/Attorney Advisor
1225 Eye Street, N.W.
Washington, D.C., 20005
Kathryn.Dzurec@dc.gov

It is understood and agreed that the CA shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract. Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## 7. ORDERING CLAUSE

Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders, task orders, or purchase orders by the CO. Such orders may be issued during the term of this contract.

All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a purchase order and this contract, the contract shall control.

No work under this contract shall exceed the value of the purchase order.

Orders may be issued by facsimile or by electronic commerce methods.

## 8. INSURANCE REQUIREMENTS

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template

provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insured for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured

Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

- Automobile Liability Insurance The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- 3 Workers' Compensation Insurance The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- 4 <u>Employer's Liability Insurance</u> The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.
- Cyber Liability Insurance The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
- Professional Liability Insurance (Errors & Omissions) The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

### B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for nonconstruction related contracts.
- **D.** LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.
- E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- **F.** MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- **H.** CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of

Insurance shall be submitted to:

Kenneth Wallington Contracting Officer DC Health Benefit Exchange 1225 I (Eye) Street, NW, 4<sup>th</sup> Fl Washington, DC 20005 kenneth.wallington@dc.gov

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency)

### 9. MANDATORY VACCINATION REQUIREMENT

The following DCHBX mandatory vaccination policy is incorporated into this task order by reference.

District of Columbia Health Benefit Exchange Authority COVID-19 Vaccination Policy for Contracts, Purchase Orders, and Grants, October 13, 2021; (and FAQs).

Available at: https://hbx.dc.gov/publication/dchbx-policies-and-procedures

### 10. <u>COMPENSTION AND PAYMENT</u>

The District will make payments in accordance with the terms of the Task Order upon the submission of proper invoices or vouchers less any discounts, allowances or adjustments provided for in this Task Order. The Contractor shall provide all back up documentation to support the total invoice amount. The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### 11. INVOICE SUBMITTAL

The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <a href="https://vendorportal.dc.gov">https://vendorportal.dc.gov</a>

To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

## 12. <u>ATTACHMENTS</u>

The following list of attachments is incorporated into the task order by reference:

Attachment A- Statement of Work

Attachment B - Price Schedule

Attachment C- HBX Mandatory Vaccination Requirement and FAQs

Attachment D- HIPPA Compliance Requirement

Attachment E- HBX Standard Contract Provision

## 13. INCORPORATED DOCUMENTS

Contractor shall perform under this task order pursuant to the terms of the following documents that are hereby incorporated by reference and made a part of this contract, which in the event of conflict shall be resolved by giving precedence in the order or priority listed below:

- 1. An applicable court order, if any
- 2. This task order and Attachments
- 3. Contractor's Bid
- 4. The Contractor's GSA Federal Supply Schedule

# ATTACHMENT A-STATEMENT OF WORK (SOW)

#### 14. **SCOPE**

The District of Columbia Health Benefit Exchange Authority (HBX) is seeking a Multiple Award Schedule (MAS), Category 541611 GSA contractor to provide actuarial rate review services with respect to qualified health plans offered for sale through DC Health Link.

### 15. **DEFINITIONS**

SHOP- Small Business Health Option Program

MAAA- Member of American Academy of Actuaries

FSA- Fellow of the Society of Actuaries

ACA -Affordable Care Act

QHPs-Qualified Health Plans

**HBX-** Health Benefit Exchange Authority

**DISB-**Department of Insurance Securities and Banking

### 16. BACKGROUND

The DC Health Benefit Exchange Authority (HBX) was created by DC Council effective March 2. 2012, through adoption of the *Health Benefit Exchange Authority Establishment Act of 2011* (Exchange Act). The Exchange Act required HBX to establish an exchange and adopted requirements for the HBX's operations to ensure its compliance with the Affordable Care Act (ACA). Under the Exchange Act, the Authority makes decisions concerning the certification of Qualified Health Plans (QHPs). While the Department of Insurance, Securities and Banking (DISB) has final rate approval authority, both the ACA and the Exchange Act confer upon HBX the authority to determine independently the appropriateness of rates charged for a QHP sold through the exchange. In carrying out this authority, HBX hires an actuarial firm to perform an independent review of rate filings related to QHPs sold through the exchange, both in the individual and the Small Business Health Option Program (SHOP) markets. HBX also requires other actuarial services from time to time.

## 17. **REOUIREMENTS**

- 17.1 The Contractor shall review rate filing against 15 items which are required to be examined by states as part of an effective rate review program (45 CFR 154.301) and shall consider the District specific requirements.
- 17.2 The Contractor shall provide rate review services with respect to qualified health plans offered for sale through DC Health Link. Such services shall include an independent review of carrier assumptions in a rate filing and a determination whether those assumptions are justified, and associated professional actuarial services commonly performed when conducting a rate review on behalf of a state.
- 17.3 The Contractor shall provide DCHBX and the Department of Insurance Securities and Banking (DISB) with questions to the carriers to provide additional support for assumptions and shall review the responses and determine if they are adequate. Carrier questions may spill into several

- rounds of back-and-forth questions and answers.
- 17.4 The Contractor shall provide professional health actuarial services on other subjects as requested.
- 17.5 The Contractor shall provide the identity of staff that will be performing requested services with the resumes of each including relevant education and work experience.
- 17.6 The Contract shall disclose its commitment, at the company and staff level, toworking with HBX to meet appropriate timetables.
- 17.7 The Contractor shall have familiarity with the Affordable Care Act.
- 17.8 The Contractor shall be independent of DISB to perform actuarial rate reviews for HBX.

## 18. **QUALIFICATIONS, SKILLS AND EXPERIENCE**

- 18.1 The Contractor shall demonstrate a minimum of five (5) years for the professional qualifications and experience of the contractor firm including staff necessary for satisfactory performance of the required services.
  - a. The Contractor shall have at least five (5) years of relevant regulatory exposure in five or more states:
  - b. The Contractor shall have MAAA professional designation; and
  - c. The Contractor shall at least have one FSA professional designation
- 18.2 The Contractor shall provide three (3) examples for which the vendor has performed services on similar projects within the last three years. For each of these, please provide:
  - i. Name of client information
  - ii. Time period for the project
  - iii. Description of the project
  - iv. Current commitment to the project
  - v. Any other information regarding the project that would assist the Department
  - vi. evaluating the vendor's experience.
- 18.3 The Contractor shall demonstrate the ability in the area of pricing and reviewing major medical insurance rate filings, including a detailed description of the proposed review process.
- 18.4 The Contractor shall demonstrate experience and ability to review and evaluate proposed Qualified Health Plans (QHPs), under the Affordable Care Act, including experience reviewing rate filing against 15 items which are required to be examined by states as part of an effective rate review program (45 CFR 154.301).
- 18.5 The Contractor shall demonstrate the experience of the firm and staff in the area of conducting regulatory rate reviews.
- 18.6 The Contractor shall provide a description of the company, including years in business and scope of experience with private and public entities.

## **ATTACHMENT B- Price Schedule**

B.1 The DC Health Benefit Exchange Authority requires the Contractor to provide rate review services with respect to qualified health plans offered for sale through DC Health Link, and other actuarial services upon request.

# **B.1.1** INDEFINITE DELIVERY-INDEFINITE OUANTITY (IDIO)

- **B.1.2** This is an Indefinite Delivery-Indefinite Quantity (IDIQ) Contract, with a fixed price component, for the Actuarial Services specified in Section C and effective for the term of the contract in section 7.
- **B.1.3** For each IDIQ contract to be awarded, the minimum guaranteed contract amount for the Base year and for each Option Period is \$500.
- **B.1.4** Delivery of performance under the CLINs Nos. 001 to 009 shall be made only as authorized by Task Orders or delivery orders issued in accordance with the Ordering Clause at Section 10. There is no limit on the number of orders that may be issued. There is no guarantee on the number of orders that the successful contractor(s) will receive or the amount of money beyond the minimum order guarantee set forth in Section B.1.2.
- B.1.5 The base year contract amount shall not exceed \$175,000.00.

# **B.2** BASE YEAR (Date of Award- September 30, 2022)

Contract Line Items (CLINS)	Labor Categories	Price per hour	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
001	Partner	Hour	1	\$487.70	1500	\$731,550.00
002	Principal II	Hour	1	\$422.14	1500	\$633,210,00
003	Principal I	Hour	1	\$342.41	1500	\$513,615.00
004	Senior Associate II	Hour	1	\$289.65	1500	\$434,475.00
005	Associate II	Hour	1	\$249.91	1500	\$374,865.00
007	Senior Analyst	Hour	1	\$143.30	1500	\$214,950.00
800	Analyst	Hour	1	\$107.72	1500	\$161,580.00
Grand Tota	als			\$2,042.83		\$3,064,245.00

# B.2.1 OPTION YEAR ONE (October 1, 2022- September 30, 2023)- Not to exceed \$175,000.00.

Contract Line Items (CLINS)	Labor Categories	Price per hour	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
101	Partner	Hour	1	\$493.80	1500	\$740,700.00
102	Principal II	Hour	1	\$427.42	1500	\$641,130.00
103	Principal I	Hour	1	\$346.69	1500	\$520,035.00
104	Senior Associate II	Hour	1	\$293.27	1500	\$439,905.00
105	Associate II	Hour	1	\$253.04	1500	\$379,560.00
107	Senior Analyst	Hour	1	\$145.10	1500	\$217,650.00
108	Analyst	Hour	1	\$109.07	1500	\$163,605.00
Grand Tota	als			\$2,068.39		\$3,102,585.00

# B.2.2 OPTION YEAR TWO (October 1, 2023- September 30, 2024)-Not to exceed \$175,000.00

Contract Line Items (CLINS)	Labor Categories	Price per hour	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
201	Partner	Hour	1	\$506.15	1500	\$759,225.00
202	Principal II	Hour	1	\$438.10	1500	\$657,150.00
203	Principal I	Hour	1	\$355.36	1500	\$533,040.00
204	Senior Associate II	Hour	1	\$300.60	1500	\$450,900
205	Associate II	Hour	1	\$259.37	1500	\$389,055.00
207	Senior Analyst	Hour	1	\$148.72	1500	\$223,080.00
208	Analyst	Hour	1	\$111.79	1500	\$167,685.00
Grand Tota	als			\$2,120.09		\$3,180,135.00

# B.2.3 OPTION YEAR THREE (October 1, 2024- September 30, 2025)- Not to exceed \$175,000.00

Contract Line Items (CLINS)	Labor Categories	Price per hour	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
301	Partner	Hour	1	\$518.80	1500	\$778,200.00
302	Principal II	Hour	1	\$449.05	1500	\$673,575.00
303	Principal I	Hour	1	\$364.24	1500	\$546,360.00
304	Senior Associate II	Hour	1	\$308.12	1500	\$462,180.00
305	Associate II	Hour	1	\$265.84	1500	\$398,760.00
307	Senior Analyst	Hour	1	\$152.44	1500	\$228,660.00
308	Analyst	Hour	1	\$114.58	1500	\$171,870.00
Grand Tota	ıls			<u>\$2,173.07</u>		\$3,259,605.00

# B.2.4 OPTION YEAR FOUR (October 1, 2025- September 30, 2026)- Not to exceed \$175,000.00.

Contract Line Items (CLINS)	Labor Categories	Price per hour	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
401	Partner	Hour	1	\$531.77	1500	\$797,655.00
402	Principal II	Hour	1	\$460.27	1500	\$690,405.00
403	Principal I	Hour	1	\$373.35	1500	\$560,025.00
404	Senior Associate II	Hour	1	\$315.83	1500	\$473,745.00
405	Associate II	Hour	1	\$272.50	1500	\$408,750.00
407	Senior Analyst	Hour	1	\$156.25	1500	\$234,375.00
408	Analyst	Hour	1	\$117.46	1500	\$176,190.00
Grand Tota	als			\$2,227.43		\$3,341,145.00