# QUOTE INSTRUCTIONS

# GENERAL INSTRUCTIONS

# The Offeror shall respond to all aspects of the Retroactive Processing and Payment Validation Requirements Statement of Work (SOW) as presented in the Request for Quote (RFQ).

CMS intends to award a Firm Fixed Price (FFP) Task Order for this effort. The anticipated period of performance is an optional Transition-In period, one-year base period, three (3) one-year option periods, and one ten (10) month option period. However, the Contracting Officer retains the right to award any other type of Contract/Task Order.

The following documents should be submitted, separated by Volume, as outlined below:

Volumes shall be organized and labeled according to the section and sub-section designations explained in this document. Each volume shall be organized such that an extensive search of required documents is not necessary to review the quote.

# Volume I: Technical Quote

# Section A: Technical Understanding and Approach

# Section B: Management Approach, Quality Assurance and Staffing Plan

# Section C: Personnel Qualifications

# Volume II: Business Quote

# Volume III: Business Ethics, Conflict of Interest, and Compliance Program (Attachment – not counted towards page limit)

**Electronic Submission:** The Offeror shall electronically submit its quote via email to Contract Specialist at Kelli.King@cms.hhs.gov. The Offeror shall include the Request for Quote number (RFQ#230536) on all pages of its quote including the cover letter, front cover, and table of contents. A Microsoft Excel version of any financial charts provided with the business quote should be included with your submission. All files submitted should be in PDF or a Microsoft Office-compatible file format. If file size necessitates, use a utility such as WinZip to compress all files into a single archive (ZIP) file.

**Formatting:** Page size shall be 8 ½ by 11 inches. The pages shall each be consecutively numbered for each page using the “page X of X” format (e.g., page 1 of 20). Body text shall be set in 12-point with a single space between lines and double spacing between paragraphs. Margins shall be one inch. Graphs and tables shall be no less than 10-point type and single-spaced. The Contracting Officer, at his/her discretion, has the authority to waive minor deviations from the above specifications.

**Separate and Complete Volumes:** Each volume shall be separate and complete, so that the evaluation of one may be accomplished independently of the evaluation of the other.

**VOLUME I: TECHNICAL QUOTE INSTRUCTIONS**

The written technical quote shall describe the offeror’s approach to meeting the requirements of SOW. In order to facilitate technical quote review and evaluation, the offeror must adhere to the following format and page limitations:

Section A: Technical Understanding and Approach

Section B: Management Approach, Quality Assurance and Staffing Plan

Section C: Personnel Qualifications

The total page limit for the Technical Volume is **25 pages**. Technical content counts toward the page limit but any appendices do not. Individual and company resumes must be no longer than two (single-sided) pages each and shall be included as an appendix; they do not count toward the page limit. No material in excess of the page limits will be read or evaluated.

**A. Technical Understanding and Approach**

The written quote shall provide a statement of the technical understanding and approach in the Offeror’s own words. The Offeror shall demonstrate a complete understanding of the Statement of Work (SOW), including:

* Medicare, Medicare Advantage programs, and Medicare Prescription Drug Plans
* Enrollment Policy Operations
* Payment Validation Process
* Medicare claims data systems (MBD, MARX)
* Data analysis

The Offeror shall provide a clear and concise explanation of the technical approach chosen for the contract. This shall be complete and cover all aspects of the scope of work. Although a complete and detailed design for the project will be developed subsequent to contract award, the Offeror shall, nevertheless, provide sufficient detail in the proposal to indicate technical understanding of, and capability of performing the requirements of the scope of work.

The technical approach shall be specific, detailed, and complete enough to clearly and thoroughly demonstrate that the Offeror understands and can respond to the intent of the statement of work.

**B. Management Approach, Quality Assurance and Staffing Plan**

The quote shall describe how the project will be organized and managed, how tasks will be sequenced, including time frames, and the management control and coordination mechanisms that will be utilized to assure the timely and successful conduct of this project.  The management plan shall address the procedures to be employed in handling a number of different tasks that are proceeding simultaneously.  The proposed management plan shall specify resource allocation and milestone measures by tasks and subtasks.  This shall include a matrix of days committed to the project by person by task.  The management plan shall indicate if any of the tasks of the contract will be subcontracted and how any subcontractor work will be monitored.

**C. Personnel Qualifications**

This portion of the limited written quote shall describe the educational background, professional experience, and special qualifications which directly relate to the task order of all professional personnel to be involved in this task order.  When consultants or subcontractors are to be used, their special qualifications, educational background, and experience shall be included. The quote shall specify how the personnel employed under this contract will be integrated organizationally and what their responsibilities and percentage of time under the task order will be.

**Project Director:** Significant experience in government contracting and experience managing government contracts covering nationwide services.  Ability to manage contract compliance, operations and IT projects.  Authority to commit company resources and respond to special projects.

**Project Manager:**  Significant experience managing operations under large volume verification, data entry, and reporting type government contracts, as well as experience managing a customer service department.  In depth knowledge and experience of CMS enrollment policies and procedures, risk adjustment factors, Medicaid dual eligible and other special enrollment transactions based on prior experience with Medicare enrollment process.

**IT/Data Analysis Manager:**  Manager with experience in managing secure data connections, very large database administration, independent data analysis techniques, system lifecycle development requirements, data security [including Protected Health Information (PHI) and Personally Identifiable Information (PII)], user testing, and SQL reporting.

**Key Personnel:**

The Project Director, Project Manager and IT/Data Analysis Manager shall be noted as Key Personnel.  The Offeror may designate other staff as key personnel as deemed necessary.

For key personnel:

1.         Describe functions and duties with respect to the task order

2.         Describe relevant training and experience

1. Specify percent of time in person-years to be allocated to this project
2. Provide (in an appendix) a current resume indicating relevant specific experience and education.  Resumes shall be a maximum of 2 single sided pages each and will not count against the written quote page limit.

## VOLUME II: BUSINESS QUOTE INSTRUCTIONS

Your business quote shall set forth your proposed price for this task order on a Firm-Fixed Price (FFP) basis. Categories and amounts for labor, materials, travel, computer time and other direct costs are required. The number of pages for the business quote is not limited; however, the business quote should be clear and concise. The business quote shall segregate costs for each task, as well as provide a table that reflects a comprehensive view of total costs associated with all tasks. Please provide an overall summary of the total proposed costs, as well as a separate breakout of costs for the base period and each option period. The anticipated period of performance is shown below:

•Transition period (if applicable): May 3, 2023 through July 2, 2023

•Base period: July 3, 2023 through July 2, 2024

•Option Period 1: July 3, 2024 through July 2, 2025

•Option Period 2: July 3, 2025 through July 2, 2026

•Option Period 3: July 3, 2026 through July 2, 2027

•Option Period 4: July 3, 2027 through May 2, 2028

•Transition Out (Optional): May 3, 2028 through July 2, 2028

At a minimum, the business quote shall contain the following information:

**GSA Schedule Contract:** Submit a copy of your full GSA Multiple Award Schedule (MAS), including all significant contract terms and conditions. The Government is requesting a discount off proposed GSA pricing. Contractor shall highlight the percentage of discount off each labor category and/or product.

**Labor:** GSA labor categories, hours, rates, and total costs are required. To the extent that subcontractors are being incorporated into the offeror’s GSA MAS labor rates, subcontractor direct labor shall be shown in the same manner, under a subcontract line item. The hours and rates shall be appropriate for the labor category/position title of each individual proposed. GSA labor rates are expected to be discounted for this task order. If your rates change for each contract year, please clearly describe what those rates are for each contract year.

**Subcontractors:** Subcontractor costs must be clearly delineated, and a separate detailed breakout of subcontractor costs must be submitted, for each proposed subcontractor. Subcontractor labor rates shall follow those outlined in their GSA Schedule with any proposed discounts. If a proposed subcontractor does not have a GSA Schedule, their labor rates shall be aligned with those of the prime contractor. The Offeror shall provide a breakout of labor hours, labor rates, and costs for each subcontractor that shows the percentage of the total labor hours (including the prime), the percentage of the total costs for each subcontractor, including any indirect rates applied to subcontractor costs. A thorough description of any proposed subcontractor costs must be provided, to include:

The subcontractor analysis shall contain:

(A) Appropriate cost or price analyses to establish the reasonableness of proposed subcontract prices.

(B) Include the results of these analyses in the form of a subcontract negotiation memorandum reflecting:

* The principal elements of the subcontract price negotiations
* The most significant considerations controlling establishment of initial or revised prices
* The reason cost or pricing data were or were not required
* The extent, if any, to which the Contractor relied on the subcontractor’s cost or pricing data in determining the price objective and in negotiating the final price
* The extent to which it was recognized in the negotiations that the subcontractor’s cost and pricing data were not accurate, complete or current; the action taken by the Contractor and the Subcontractor; and the effect of any such defective data on the total price negotiated and
* The reasons for any significant difference between the Contractor’s price objective and the price negotiated
	1. A description of the extent to which price competition was obtained, or justification for its absence.
	2. Statement as to whether the proposed subcontractor is on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
	3. The offeror shall submit a breakdown of its total labor vs. the total labor of all subcontractors/consultants to verify it meets the standards set forth under **FAR 52.219-14, Limitations on Subcontracting.**

***Each Offeror must certify its business size under NAICS code* 541611 *and verify its status as a small business as a part of its quote submission.***

**Other Direct Costs (ODCs):**

1. The Offeror shall provide an explanation and basis for each item of ODCs proposed including:

1. Item Description: The Offeror shall provide a short description of the part or product or service being proposed, including manufacturer and part/product number, if applicable.

2. The description shall include the following details:

• Quantity

• Unit Cost

• Indirect Costs (e.g., separately identified applicable Overhead, G&A, Material & Subcontract, Material Handling, etc., and profit/fee)

• Total Cost (the total cost for the item including the direct cost and the application of any indirect rates)

**IMPORTANT: The government anticipates that order level materials (OLMs) will be included in quotes received in response to this solicitation. GSA Schedule contractors should refer to GSAR 552.238-115 – Special Ordering Procedures for the Acquisition of Order-Level Materials (OLM), to ensure proper understanding of OLM procedures. Fee may not be applied to proposed OLMs. Offerors are instructed to confirm that OLMs are authorized on their schedule contract. Offerors are reminded that “Special Ordering Procedures for the Acquisition of Order Level Materials, specifically 552.238-115(d)(7)(i) for price reasonableness of order level materials contractor proposing must obtain at minimum 3 quotes for each order level material above the simplified acquisition.” These quotes should be provided in the offerors quote response to support the proposed prices as fair and reasonable.**

**Travel:**

While travel is not currently anticipated, the following will apply if travel is needed and authorized by the COR. The Offeror shall provide a basis of estimate for any proposed travel. The basis of estimate shall include the number of trips, destination/arrival, number of people travelling, days of stay, costs for airfare, car rental/mileage reimbursement, hotel stay, and meal per diem. Any proposed non-local travel must also be justified and accompanied with a rationale in the narrative. Non-Local travel must also be approved on a case-by-case basis by the COR. Local travel, defined as travel within 50 miles, will not be reimbursed.

**VOLUME III: BUSINESS ETHICS, CONFLICTS OF INTEREST AND COMPLIANCE QUOTE SUBMISSION INSTRUCTIONS (OCT 2020)**

To the extent that the Offeror (including proposed subcontractors) identify any pre-award organizational or personal business, investment or other interest that could give rise to an Organizational/Personal Conflict of Interest (hereinafter collectively or individually referred to as COI) on the contract resulting from this solicitation, the Offeror (including proposed subcontractors) shall explain the actions it intends to use to address such COIs, e.g., by submitting a mitigation plan and/or accepting a limitation on future contracting. Discretion rests with the Contracting Officer to determine whether a COI exists and whether it has been adequately addressed.

If the Offeror believes that a COI must be disclosed, it shall refer to Attachments 4, for guidance, as identified in **Section 10 CONFLICTS OF INTEREST (OCT 2020)**

**IV. EVALUATION CRITERIA & BASIS FOR AWARD DETERMINATION**

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**Basis for Award Determination**

The Government will conduct a comprehensive evaluation of each quote utilizing the “tradeoff” process to determine which quote offers the best combination of technical capabilities and estimated cost/price to the Government. The Government reserves the right to award based upon initial quote receipt if it is in the Government’s best interest. The Government also reserves the right to conduct exchanges with fewer than all Offerors. Therefore, the initial quote should contain the offeror’s best terms.

Award will be made to the Offeror whose quote contains the combination of criteria which offers the “best value” to the Government. All evaluation factors, other than cost or price, when combined, are significantly more important than cost or price. However, as the degree of technical equality increases between quotes, cost/price will become more important. The task order resulting from this RFQ will be awarded to the Offeror whose quote, conforming to the solicitation, is determined to provide the “best value” to the Government. Such an offer may not necessarily be the quote offering the lowest price or receiving the highest technical rating. The combined price for the base and option periods (and any optional items) will be used in determining the “best value.”

**Award on Initial Responses**: The Government anticipates selecting the best-suited Offeror from initial responses, without engaging in exchanges. As such, Offerors are strongly encouraged to submit their best technical solutions and price in response to this RFQ.

**Exchanges with Best-Suited Contractor:** Once the Government determines the Offeror that is the best-suited (i.e., the apparent successful Offeror), the Government reserves the right to communicate with only that Offeror to address any remaining issues, if necessary, and finalize a task order with that Offeror. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best-suited Offeror based on the original analysis and address any remaining issues.

**Exchanges with Fewer than All Offerors:** The Government reserves the right to conduct discussions or exchanges with fewer than all Offerors solicited, if it is in the Government’s best interest.

**Best Value / Tradeoff:** The Government will conduct a comprehensive evaluation of each quote utilizing the “tradeoff” process to determine which quote offers the best combination of technical capabilities and estimated cost/price to the Government.

The technical quotes will be evaluated based on the technical evaluation criteria below, which are listed in descending order of importance.

Factor A: Technical Understanding and Approach

Factor B: Management Approach, Quality Assurance and Staffing Plan

Factor C: Personnel Qualifications

**All evaluation factors, other than cost or price, when combined, are significantly more important than cost or price. However, as the degree of technical equality increases between quotes, cost/price will become more important.** The combined price for the base period and option periods will be utilized in determining the best value.

Quotes that do not comply with the minimum requirements outlined in the RFQ will not be considered further. Quotes should not merely restate the SOW requirements, promising to carry out requested activities without providing substantive descriptions of anticipated approaches to the work. Similarly, quotes that merely present extensive discussion elaborating on general principles (i.e., textbook examples) will be rated accordingly.

**Technical Quote Evaluation**

1. Technical Understanding and Approach

The Offeror is to present in a clear, concise, and sound manner the work to be carried out in the Scope of Work.  The quote shall be responsive to the RFQ in all respects and reflect the ability to comply with all requirements stipulated in the Scope of Work, especially in the following areas:

* Technical quality of the Offeror’s proposed strategies to accomplish the requirement as defined in the work statement—this includes feasibility, efficiency, and degree of uniqueness/innovation displayed by proposed strategies.
* Specific major activities proposed by Offeror in discussion of how strategies will be implemented fit with and support feasibility of proposed strategies.
* The potential interaction of the Offeror’s proposed approach to the project with the Offeror’s probability of successfully accomplishing both the project and meeting the deadlines that the government needs for the quality reporting requirements of the calendar year’s annual payment updates;
* Extent to which Offeror perceived impediments/barriers/challenges to project as identified in proposal are in fact substantial challenges and are correctly classified as project-specific challenges to success; Demonstrated knowledge in the following CMS systems and programs:
* Medicare, Medicare Advantage programs, and Medicare Prescription Drug Plans
* Enrollment Policy Operations
* Payment Validation Process
* Medicare claims data systems (MBD, MARX)
* System security/ protection of personally identifiable information
* Data analysis.

 B. Management Approach, Quality Assurance and Staffing Plan

Project organization is to be reviewed in terms of the specificity and nature of the responsibility and authorities of key personnel.  The management approach is to be comprehensive, specific, and feasible and shall clearly demonstrate that the Offeror is able to complete the tasks within the time lines specified.  If subcontractors are utilized, the management approach should also demonstrate how such subcontracts will be monitored and how costs will be controlled.  CMS also expects the Offeror to indicate how CMS’s standards for high quality work can be met on time, while the Offeror handles competing obligations.  An overview of the Quality Assurance process that will be developed shall also be described

1. Personnel Qualification

The staff proposed shall be competent and experienced in the skills required to accomplish the statement of work.

**BUSINESS QUOTE EVALUATION:**

**VOLUME II – Business Quote**

The Government will evaluate the Offeror’s total proposed price (including all applicable GSA discounts for the base period and option periods) for the entire Period of Performance.

The level of effort for labor, labor categories and rates, and ODC/travel will be considered to determine whether the proposed prices are realistic and reasonable. Submitted rates will be evaluated and compared to the Offeror’s published GSA rates and further price reductions may be considered. ODC and travel will be evaluated to determine that they are reasonable and realistic for the work to be performed. CMS requests a discount on the labor rates proposed for this solicitation.

**VOLUME III - CONFLICT OF INTEREST QUOTE EVALUATION FACTORS FOR AWARD (OCT 2020)**

In accordance with FAR 9.504(e) and Section 10, the Government will evaluate the Attachment 4 “CONTRACTOR/OFFEROR CONFLICT OF INTEREST” as well as other information, as appropriate.  The conflict of interest evaluation will not result in a score/rating as it is only applicable to the apparent successful Offeror.