

## **GENERAL QUESTIONS**

**Q1: Standard Form 33**

Is Standard Form 33 (Solicitation, Offer and Award form) a required part of the business proposal? If so, please provide specific instructions for completing the form.

**A1:** Yes, the SF 33 is to be signed and returned with the proposal submission. It is signed in Block 14 to acknowledge receipt of solicitation amendments, and in Blocks 15A and 16 to identify the offeror's name and address and authorized signator.

**Q2:** Can a listing of current non-allowable expenses be provided?

**A2:** No. For-profit offerors are directed to FAR Part 31 and non-profit offerors are directed to OMB A-122.

**Q3:** Many of the attachments in J-4, J-5, etc., that are referenced in the SOW7 are not attached. Without these documents, it will not be possible for QIOs to accurately estimate the effort and costs associated with the tasks to which the attachments apply. When does CMS intend to make a complete set of reference documents available?

**A3:** Missing sections and pages were an oversight in the duplication of the RFP. A complete Section J is provided as an attachment to this amendment.

**Q4:** Blank data and information fields are found in several places throughout the document. Does CMS intend to complete this information later or does CMS intend for QIOs to provide it? If the latter, does CMS intend for the QIOs to submit back to CMS the entire RFP with the blank data fields (and similar ones throughout the document) filled in? If the former, when does CMS intend to complete the missing information?

**A4:** Currently blank data fields that cannot be addressed until after award will be handled then; since CMS is not sure to which fields you are referring, this question cannot be addressed in further detail.

**Q5:** Is there a list of core training expectations (topic, location, length) to be used for budgeting purposes?

**A5:** No.

## SECTION B

**Q6: Section B.2., page 5**

Please define “hybrid” in terms of how this varies from the CPFF and CPAF definitions in FAR.

**A6:** Hybrid, in this case, as in the 6<sup>th</sup> scope, means that this contract is a combination of both types of contracts as defined in FAR, Part 16. Per the RFP, the FAR can be downloaded from the website provided in Section I for additional information on contract types.

**Q7: Section B.5., page 7, Decrement of Fee**

Since much of the work required in the RFP is new work with unknown outcomes, and, since we know that the scope of work will change over the course of the contract, what is the rationale for this section given that the ability to move funds among tasks currently and appropriately exists.

**A7:** The decrement of fee section provides an incentive for a contractor to remain diligent in its use of resources. In addition, it is a tool which allows CMS to ensure that fee is not provided for unspent funding resulting from a Contractor escalating its figures for negotiation purposes.

**Q8: Section B.6.C., page 9**

Since Indirect and Fringe Benefit cost rates for the second year of the 6<sup>th</sup> SOW contract will likely not be determined in time for the submission of the proposal by round 1 QIO's and the third year of the 6<sup>th</sup> sow contract will not be determined until well after the 7<sup>th</sup> sow contracts have started for the round 1 QIO's, and since the rates could change dramatically between the first and third year of the 6<sup>th</sup> sow contract, what rate should be used for proposal purposes since current provisional rates may not be sufficient to recover current indirect costs?

**A8:** Offerors should provide their latest experienced rates with their proposal. The first year rates will be used to establish the ceilings which incorporate 5% escalation to cover unknown business situations that may occur.

**Q9: Section B.6.B., page 8 and Attachment J-12, page A-7**

Section B.6.B of the RFP details medical record photocopying/pass-through expenses. Attachment J-12, page A-7 indicates postage costs as an example of pass-through costs. Are postage costs also a pass through expense? What are additional examples of pass-through costs?

**A10:** Yes. CMS considers providers' first class postage costs for mailing medical records as a pass-thru expense.

**Q11: Section B, Chart**

Please clarify if Task 4 ("Special Studies") will be entitled to any type of fee since the Award and Fixed Fee is exclusive of Task 4.

**A12:** Task 4 is entitled to Fixed Fee of 3%, established at the time a Special Study is incorporated into the contract.

**Q13: Fee Structure**

Is CMS willing to consider a modification (enhancement) of the proposed fee structure to more adequately address the following issues?

**A13:** No, the fee structure established in the RFP shall remain.

**Q14: Sections B.3.A., B.3.C. Pages 5 & 6**

Subsections A. and C. contain blank data fields. In Section L.7.F. QIOs are instructed to complete the chart in subsection B.3.B., but there are not instructions regarding the missing information in subsections A. and C. What are CMS' instructions to the Offerors for these sections?

**A14:** The blanks in Section B.3, pages 5 and 6 will be filled in by CMS prior to award after negotiations have been finalized.

**Q15: Section B.3.B Sample Chart Page 6**

No estimates are provided. Will the estimates be provided?

**A15:** No, each offeror must determine what are reasonable estimates based upon its technical approach to the statement of work and its experiences in the areas of work identified in the contract.

**Q16: B.4.A, Reallocation of Costs**

No estimates are provided. Will the estimates be provided?

**A16:** Estimates in B.4.A are not necessary and will not be provided.

**Q17:** “The QIO shall be advised of the following scenarios are applicable to funding for Task 4 Special Studies only....” Please clarify the intended meaning. Do you mean that the QIO shall advise the listed officers if the following scenarios apply, or that CMS will advise the QIO (or some other meaning)?

The second alternative, triggering the need to advise CMS, states that it will occur “[i]f the QIO is under spending (based on the funded amount for the study.)” What are the objective criteria for a QIO to be “under spending” (i.e., timing and magnitude requiring notice)?

**A17: \_** As stated in B.4.A, reallocation of costs in Task 4 cannot take place without the prior consent of the Contracting Officer. The contractor will need to make such a request to the Contracting Officer in order to receive consent. Section B.4.B does note that the contractor will need to notify the Contracting Officer and Government Task Leader and Project Officer simultaneously if any of the scenarios noted in this section are taking place. There are no objective criteria for a determination of “under-spending.”

**Q18: Section B.5, Decrement of Fee**

What is the basis for a “unilateral determination” to “make a downward adjustment in the fixed-fee amount for the tasks”? The FAR states that a fixed-fee amount may be adjusted only as a result of changes in the work to be performed under the contract. (FAR 16.305(a) states that “[t]he *fixed fee amount does not vary with actual costs*, but may be adjusted as a result of changes in the work to be performed under the contract.”)

**A18:** While the interpretation of the FAR is correct, the legislation does allow CMS to deviate from FAR. This was the same scenario under the 6<sup>th</sup> round contract. Both parties (each QIO and the CMS) came to agreement on this term of the contract. It is proposed again under 7<sup>th</sup> scope.

**Q19: B.6.B Medical Records Photocopying Page 8**

Please clarify the reimbursement rate for each specific provider, for example home health, rehab and psychiatric hospitals, nursing home, etc.

**A19:** The reimbursement rate for photocopying is stated in contract section B.6.B. Due to variations around the nation, it is the responsibility of the QIO to determine the reimbursement methodology (i.e., PPS vs non-PPS) used for the providers in your State.

**Q20: HINNs**

Overnight mailing expenses are allowable costs for review of Hospital Issued Notices of Non-Coverage (HINNs). Are overnight mailing expenses also allowed for immediate review of Notice of Discharge and Medicare Appeal Rights (NODMARS)?

**A20:** Yes, this provision will be revised to reflect that change.

**Q21: B.6.C Indirect Cost Rates, Page 9**

Indirect Cost Rates provides "TBD" in the fields for the ceilings on the indirect rates. Are we to disregard this section or are there additional instructions?

**A21:** Each offeror shall propose based upon its most recent audit-approved provisional billing rates. This field will be completed by CMS after negotiations.

## SECTION G

### **Q22: G.1. Accounting and appropriation data, page 50**

This section contains a table with blank data cells. What is the purpose of this matrix? Are QIOs expected to address it in their proposals?

**A22:** The purpose of this matrix is the same as G.1. in the current contract – it will list the accounting data off of each Purchase Requisition that is used to provide the funds for that specific contract. No, QIOs are not expected to address it in their proposals. This information will be filled in at contract award.

### **Q23: G.2.A.2 Invoicing and Payment Information, page 52**

Reference in the last paragraph of this section is made to the PROD6 system being down for more than 1 day, the QIO may submit its monthly voucher via SDPS. Since the new PROD system is on the SDPS system and not resident on QIO computers, this would not be feasible if the PROD system is down. Please indicate if there is another alternative.

**A23:** The solicitation and subsequent contract will be corrected to read that when SDPS is down for more than one day, the QIO may submit its monthly voucher via Internet to the attention of the Contracting Officer.

### **Q24: G.2.B Payment of Invoices/Vouchers, page 53**

Regarding the payment schedule, please clarify the reimbursement basis. Please indicate if payment will be made within 15 days after the receipt of an acceptable voucher. Note the reference to: "...no later than 15 days after the close of the month."

**A24:** Payment vouchers will be received only **electronically** and shall be paid off of the electronic version only as opposed to the 1 original and 3 copies sent via hardcopy to the Accounting Office in the current and previous contracts. Payment shall be made within 15 days of the close of the previous month. In accordance with the Ominbus Reconciliation Act of 1985, the assumption is made that acceptable vouchers will be submitted by a contractor within 15 days of the close of the previous month.

### **Q25: Section G.2.B.1.**

Please define the timeframe for payment. If a QIO submits an invoice on, say, September 15<sup>th</sup> for August expenses, does this mean that the QIO will not get paid until after the end of September and possibly up to the 15<sup>th</sup> of October? The current process for the 6<sup>th</sup> SOW works well.

**A25:** Please refer to A3 for this answer.

**Q26: G.3. Indirect Costs, C. Indirect Cost Rates, page 52**

This section contains a matrix with TBD in the data cells. What is the purpose of this matrix? Are QIOs expected to address it in their proposals?

**A26:** “TBD” stands for: “To Be Determined” and the purpose is the same as Section G.3. of the current contract – to list the QIO’s current experienced rate at the inception of the contract. Throughout the life of the contract, this section will be modified to reflect revised provisional rates and final rates as they are approved. Offerors should submit their proposal using their current experienced rates. Offerors should not fill in the blanks in this section; they will be filled in at contract award.

**Q27: G.3. Indirect Costs, E. Final Rate, page 53, Second paragraph**

The last sentence states, “The ceilings in B.6 is/are inclusive of the 5% fluctuation factor noted above.” There is no data provided in B.6. Does CMS intend to provide this data in time for QIOs to include the information in their business proposals? If not, please explain the purpose of including the blank data fields in B.5.

**A27:** See Q5 for an understanding of the rates in G.3. At no time should an offeror use the 5% fluctuation factor in its proposed rate structure. The 5% is at the discretion of the Contracting Officer and is used as a ceiling in Section B.

**Q28: Section G.3.E, 2<sup>nd</sup> para, page 53**

The language indicates a possible variance to one’s provisional rate of 5%. Shouldn’t this read 5 percentage points and not 5%? Also, once a final rate has been determined through DCAA audit for a particular fiscal year, isn’t the government obligated to honor this rate?

**A28:** The solicitation and the subsequent contract will be modified to read 5 percentage points.

Once a final rate has been established by a DCAA audit, that rate will be honored as long as it does not exceed any ceiling in the contract.

**Q29: G.6. Key Personnel, B.3.**

This section states that the CEO is responsible and accountable for all work performed under the contract. What then is the purpose of clause D. under G.9 Contracting Officer which states the CO may conduct status conferences with members of the QIO Board of Directors, the QIO CEO/Executive Director, or QIO staff at any time during the period of performance?

**A29:** It is the discretion of the Contracting Officer to meet and deal with any Board of Director person or staff person on the contract.

**Q30: G.6. Key Personnel, B.1., page 54, First paragraph**

The name and title of the CEO is left blank. Is this intentional?

**A30:** Yes, this is intentional. This section will be completed upon award.

**Q31: G.6. Key Personnel, B.4, page 54**

Please explain what Medicare contract “reviews” are being referenced.

**A31:** The term “reviews” means monitoring.

**Q32: G.6.A.**

Can staffing levels by type and number of FTE’s for the 6<sup>th</sup> Scope of Work be supplied for the current Illinois program?

**A32:** No, staffing levels will not be provided.

**Q33: G.6. Key Personnel, B. Chief Executive Officer (CEO)/Executive Director/ Equivalent Position, point 2**

“The CEO shall be responsible for all staff employed by the QIO organization, including consultants paid for work under this QIO contract.” Some QIOs which have been in existence for more than 30 years have corporate level board policies under which the CEO and the Corporate Medical Director report equally, but separately to the Board. The CEO supervises all other staff. If we continue with this structure, what assurances would CMS need that the contract is well served?

**A33:** CMS doesn’t believe that the contract is best served by continuing with a structure where the CEO is not responsible for all staff employed by the QIO. However, this language will be modified in the subsequent contract to eliminate this requirement.

**Q34: G.7. Project Officer, B. 6 Responsibilities, page 58:**

**Recommendation:** Add the italicized words to the following sentence in B.6: “The Project Officer does not have the authority to *and shall not* issue any technical direction which:”

**A34:** Thank you.

**Q35: G.9.D Contracting Officer, Status Conferences, page 59**

What is the basis for a CO to unilaterally conduct a status conference with those other than key personnel (Section G.6.B.3, Key Personnel)?  
*CEO/Executive Director at any time during the period of performance.”*

**A35:** The basis is as needed. The CO shall have the discretion to contact any personnel under the QIO contract.

**Q36: Section G.13.C.**

Does this mean that prior consent is only required for subcontracts or other labor hour agreements that, on an individual basis, exceed \$100,000? Is this an individual total, a one year total or a contract total?

**A36:** Prior consent is required for any subcontract that is cost reimbursement, time and materials, labor hour. In addition, prior consent is required for any fixed price subcontract over \$100,000.

**Q37: G.14. Past Performance Registration, page 59**

Is CMS expecting QIOs to respond to this item in their proposals (e.g., attesting to their registration) or is this section simply informing QIOs of the requirement?

**A37:** Yes, existing QIOs should state in their proposals whether they are registered or not. New QIOs will be given a reasonable amount of time to register after contract award.

**Q38: G.14, Past Performance Registration**

When is this registration required to be made?

**A38:** Existing QIO’s were notified by the Contracting Officer via March 16, 2001 letter that HCFA would be using this system and requested their registration at that time; therefore all current QIO organizations should already be registered. New QIO organizations effective after August 1, 2002, will be given a reasonable amount of time to register after contract award.

**Q39: G.15.**

Section G.15. specifically refers to SPDS providing a budget to the QIO for de-identification of data. Does the QIO reimburse the SDPS for all data provided in accordance with the schedule in J-5 or only for data de-identification purposes?

**A39:** No, the J-5 Attachment is a provision by CMS through the SDPS contractor as a regular part of their contract duties. De-identification data is no part of their regular contract duties and for that, the QIO will need to reimburse the SDPS contractor.

**Q40: Section G.17.D, page 61**

Shouldn't the Special Study deliverable schedule be incorporated into Section F instead of or in addition to Section J?

**A40:** The primary reason we've chosen to keep both the SOW and the deliverable sections of each Special Study in Section J-19 is because often the periods of performance are different than that of the basic contract as well as differ from Special Study to Special Study. Since the number and name of Special Studies are unique from QIO to QIO (basically a contract within a contract or a subset of the basic contract), this keeps all information in one place for each study. Also, the deliverables at Section F are the basic contract requirements for each and every QIO and best if changed primarily when all QIOs are affected.

**Q41: G.19.**

Can the most recent wage determination for the Illinois program be provided?

**A41:** The wage determination must be extracted by a State as well as County for which the QIO is physically located. There isn't just one wage determination for each State and therefore cannot be provided as part of the RFP.

## SECTION H

### **Q42: H.2. Contractor Independence, page 64**

This is a new clause. What is its purpose?

**A42:** This clause is in Section C; it was repeated in Section H.2. H.2 will be removed at contract award.

### **Q43: H.4.A. page 63**

Is any preference given to in-state organizations?

**A43:** No preference is given for an in-state QIO once we are involved in a competition.

### **Q44: H. 5. Non-Renewal of a QIO Contract, page 66**

Several of the evaluation criteria used to evaluate a QIO have been eliminated from the requirements of the 7<sup>th</sup> Scope (e.g., PEPP). Additionally, various appeal procedures were afforded some but not all QIOs and it is unclear what standards were used in granting the appeals.

**A44:** The process for renewals under the 7<sup>th</sup> round contract is as stated in the RFP.

### **Q45: H.6. Performance Evaluation Criteria, page 66**

Why is the evaluation not subject to disputes?

**A45:** The legislation affords CMS the authority to determine that neither the evaluation criteria nor the application of such is subject to the Disputes Clause.

### **Q46: H.9, page 68**

The RFP reflects no information on special projects that are to be carried forward into the 7<sup>th</sup> SOW. Should costs for the projects we anticipate are going to be carried forward be included in the proposal? If not, how are these costs to be proposed?

**A46:** L.7.D shall be amended to reflect that no Special Study costs shall be proposed. Supplemental budgets will be requested for Special Studies once CMS makes a determination regarding which Special Studies will be continued.

**Q47: H.9. Special Studies, page 71**

The data cells provided in the table are blank. Does this mean that CMS has not approved of any special studies for this contract? Is this information to be provided later, and, if so, by whom?

**A47:** The RFP is generic to all contractors, thus the cells are blank. This information will be provided to each contractor individually. Once a Special Study is incorporated into the contract, the chart will be completed.

**Q48: H.10, page 68**

What is the rationale for the recommendation that the CEO/Executive Director should not be a member of the Board of Directors?

**A48:** This was presented as an example only for RFP purposes. This example will be removed from any resultant contract.

**Q49: H. 10. Diversity for QIOs, page 71**

**A49:** See response to Q7 above.

**Q50: H 11. Organizational Conflict of Interest, page 72**

It appears that the definitions of conflict of interest language in TOPS 2001-04 is not in agreement with H.11.

**A51:** The H clause supercedes any TOPS.

**Q52: H.11.G.3, page 71**

Should the referenced section be H.11.F vice H.9.F?

**A52:** Yes, this will be corrected in the contract.

**Q53: H.11.G.4.(i), page 71**

Should the referenced section be H.11.G vice H.9.G?

**A53:** Yes, this will be corrected in the contract.

**Q54: H.11.I, page 72**

Should the referenced section be H.11 vice H.9?

**A54:** Yes, this will be corrected in the contract.

**Q55: H.11.G, page 74**

The QIO is required to submit current conflict of interest information with its proposal. Should this be included in the Business Proposal as part of the information required under Section L.7.A.1, which requires a self-assessment of conflict of interest? If not, where should it be included?

**A55:** Yes, the self-assessment of conflict of interest should be provided as a part of the business proposal.

**Q56: H. 12. CMS-Directed Subcontracts/Special Study Lead QIOs  
B. QIO Liability, first paragraph, page 75**

In addition to holding the QIO harmless for any performance problems/delays attributable to any of the “above named subcontractors/Lead QIOs,” will you add CMS.

**A56:** No, the clause stands as written.

**Q57: H.12.A, page 73**

Can the standard subcontract for Clinical Data Abstraction Centers (CDACs), Standard Data Processing System (SDPS), and Telecommunications (PIC-TEL) Contractor be supplied? Can a listing of services currently provided by these subcontractors to the Illinois QIO be provided? What is total cost paid to these subcontractors for the Illinois program? Who is the current PIC-TEL contractor?

**A57:** There is no standard subcontract. The SDPS and CDAC subcontracts are paid through other CMS contracts with the SDPS and CDAC contractors. For proposal assumption purposes only, the PIC-TEL subcontracts are \$8,500 per QIO.

**Q58: H. 13. Severance Pay/Termination Costs, [Page 76 – unpaginated]**

This section states that within sixty (60) days of the effective date of this contract, each QIO shall submit its severance plan. There is no timeframe stated for CMS to review and approve/deny the severance plan.

**A58:** CMS shall review and approve the severance plans in a timely manner.

## Section K

### **Q59: K. 2 Certification of Proposal Preparation, Page 87**

What is the basis for requiring an additional certification when laws like the Federal Acquisition Streamlining Act of 1994 and the Federal Acquisition Reform Act of 1995 specifically asked the FAR Council to remove unnecessary certifications and requirements?

**A59:** The additional certification informs CMS who assisted the QIO in the proposal development.

## Section L

### **Q60: L.8. B. Written Technical Proposal, Page 108**

The section states that the QIO should submit list of activities for each of the subtask identified in Section C using the formatting template. What should be considered a subtask? For example, should a separate template be prepared for each topic (acute myocardial infarction, heart failure, pneumonia and preventing surgical infections) under Task 1c – Hospital Quality Improvement?

**A60:** Any subtask specifically identified in the Statement of Work (1a, 1b, 1c, 1d, 1e, 1f, 2a (do not submit activities for 2a), 2b, 2c, 3a, 3b, and 3c (do not submit activities for Task 4). The Task 1c matrix should present the combined Task 1c strategy.

### **Q61: L.8. B. Written Technical Proposal, Page 108**

Are there explicit instructions for developing narratives in RFP responses from non-competitive states? The J-12 Sub-task Strategy Matrix suggests using that template with a limit of four pages per subtask. Should QIOs submit narratives in addition to the matrix templates? The RFP stipulates that failure to follow the instructions regarding proposal preparation will be held against you. Is there a desired page format for the matrix (i.e., margins, etc)? Do QIOs have to submit a diskette with the template? Is there any instance by which a QIO would submit a narrative? When? The instructions indicate that the template does not have to be submitted for Tasks 2A or 4 -- Does this mean that renewal QIOs are not supposed to submit a listing of proposed Task 4 Special Study projects?

**A61:** Non-competitive QIOs should not submit narratives in addition to the Subtask Strategy Matrix and the required business proposal justification outlined in the Business Proposal Instructions. QIOs should submit a diskette with the template and the business proposal forms. Additionally, QIOs (renewal and competitive bidders) should not change the formatting of the Strategy Matrix with the exception of adding page numbers and changing margins. Finally, QIOs should not submit Task 4 Special Study projects with your proposal.

Competitive QIOs should follow the instructions in Section L, narratives are required of competitive bidders.

### **Q62: L. 8. C. Oral Presentations, Page 112**

If a QIO is prepared to incur the costs itself, can the oral presentation be made in person?

Are QIOs required to develop a communication policy for dealing with CMS Central Office and Regional Office personnel? Is the question pertaining to "potential impediments to successful performance" also meant to bring in information on external environmental factors?

**A62:** No, face-to-face oral presentations via picture-tel shall be used for renewal QIOs.

The Communication Plan defined in Section C of the RFP deals with external communications. While there is no specific requirement for a communication plan for dealing with CMS, it would seem to be a good business practice. However, it is not a contract requirement.

**Q63: L.9.B. Formatting Instructions, Page 111**

In the table describing which SoW task should be placed with each tab in the proposal, sub-task 1-f has been left out. Will CMS revise the proposal instructions to include task 1-f?

**A63:** Bidders should renumber Tab 1 as follows: (Tab 1a- Task 1a, Tab 1b- Task 1b, Tab 1c – Task 1c, Tab 1d – Task 1d, Tab 1e – Task 1e, Tab 1f – Task 1f, Tab 1g – Task 2b, Tab 1h – Task 2c, Tab 1i – Task 3a, Tab 1j – Task 3b, Tab 1k – Task 3c).

**Q64: L.10.A, Proposal Delivery**

Although L.10.A is addressed to both competitive and renewal contracts, this question relates primarily to competitive bidders, who would otherwise suffer disqualification if a competitively bid contract proposal is received late.

**A64:** The Federal Acquisition Regulation shall be used for all competitive proposals in terms of assessing timeliness of proposal submission.

**Q65: L.2., page 103**

Can the total contract value for the current Illinois program be provided?

**A65:** Yes, an interested party may submit a Freedom of Information Act (FOIA) request to the following address: Philip Brown, Division of Freedom of Information and Privacy, 7500 Security Boulevard, MS N2-20-16, Baltimore, MD 21244.

**Q66: L.7.E, page 101**

Is there a preference or requirement for the use of subcontractors?

**A66:** It is a requirement that each QIO submit a subcontracting plan (sample provided in J-10) Each QIO is also required to enter into subcontracting arrangements with the SDPS contractor, the CDACs and the Picture-Tel contractor.

**Q67: Section L.8.B, page 108**

How many copies of the technical proposal should be submitted to CMS by renewal QIOs? Should a diskette be included?

**A67:** Same as business proposal 5 hardcopies , 1 diskette, See L.9. A

**Q68:** Task 1(f) and Task 2(a) are not included in the listing of Tabs to be included in the technical proposal. Should the technical proposal also address both of these areas? Task 2(a) was significantly modified from the draft scope of work. Can additional detail be provided as to CMS' intent with regards to this task?

**A68:** The technical proposal should address Task 1(f). However, the technical proposal shall not address Task 2(a). See also answer #4. CMS is not requiring any work on Task 2(a) at this time. However, in the future we may modify the contract to add task 2(a) requirements. CMS will provide additional details if the contract is modified.

**Q69: Section L.7.D., page 107**

This section indicates that special project costs that will carry forward into the 7<sup>th</sup> SOW should be included in the proposal submission. When are the QIO's going to receive information on approved projects going forward and from whom? This can have a substantial effect on indirect rates proposed.

**A69:** L.7.D shall be amended to reflect that no Special Study costs shall be proposed. Supplemental budgets will be requested for Special Studies once CMS makes a determination regarding which Special Studies will be continued.

**Q70: Section L.8.B., page 108**

This section indicates that the only technical proposal information to be submitted for renewal QIO's should take the form of the J-12 schedule entitled Sub-Task Strategy Matrix. Is the J-12 to be included in the business proposal or the technical proposal?

**A70:** For renewal QIOs only, the matrix shall be provided with the business proposal at the technical proposal.

**Q71: L.9.A., page 110**

Please clarify whether headings, graphics, tables, and attachments need to comply with the proposal format requirements of Times New Roman 10 point font, and 1 inch margins on all sides.

**A71:** Yes.

**Q72: L.9.A., page 110**

If we chose to use headers and footers in our document, such as page numbers, can that information be within the one-inch margins?

**A72:** Yes

**Q73: L.9.A., page 110**

Can the electronic format of the technical proposal be submitted in Microsoft Word version 2000?

**A73:** No, MicroSoft Word 97

**Q74: L.9.B. page 111; and L.9.B.4. page 112**

Please clarify the 15 page limitation for Tab 4. It appears that when we include the required content of Tab 4, the Organization chart(s), and the Resumes of sub-task managers, HCQIP Director and CEO, there is little or no allowance left for other attachments we consider necessary.

**A74:** The 15 page limitation for Tab 4 shall be increased to be 20 pages. The RFP shall be amended to reflect this change.

**Q75: L.9.B.1, page 111**

This states that the proposal shall not address Task 2a. When work expectations are clarified, does CMS intend to use the contract .

**A75:** CMS intends to issue a contract modification for Task 2(a) work. QIOs shall not submit any technical information or propose any costs for Task 2(a).

**Q76: L.7.D vs. L9.B.2, 111 vs 115 L.7.D**

L.7.D requires all offerors to include the J-12 attachment in the business proposal; L.9.B.2 requires the J-12 attachments to be included at Tab 2 of the technical written proposal. Please clarify where the J-12 attachments should be presented.

**A76:** For competitive contracts, the business proposal forms and justification shall be part of the Business Proposal and the Sub-Task Strategy Matrix shall be included in Tab 2 of the Technical Proposal. For non-competitive contracts, the business proposal forms and justification shall be part of the Business Proposal and the Sub-Task Strategy Matrix shall be the entire Technical Proposal.

**Q77: L.8.C, 112**

Are the instructions for the oral technical proposal for competitive QIO proposals the same as those set forth for renewal QIO proposals in section L.8.C?

**A77:** QIO's may or may not use oral presentations for competitive award. Specific instruction will be provided during negotiations.

**Q78: L.9.A (1<sup>st</sup> paragraph), 114**

Under what circumstances will an oral technical presentation "be applicable" to a competitive QIO proposal?

**A78:** Only, at the point in time when CMS determines oral presentations will enhance the award process. Orals, if used, will be a part of the negotiation process.

**Q79: L.9.A (3<sup>rd</sup> paragraph), 114**

Please specify whether there are other format instructions. For instance:

- (a) Can headers and footers be within the 1" margin?
- (b) What information must be contained in the headers and footers?
- (c) To more efficiently consolidate and clearly present the information requested, may we use an 11"x17" fold-out page (counting as two 8" by 11" pages) for tables and flow charts?
- (d) May we use a smaller font for labels within embedded graphics?

**A79:** (a) Yes  
(b) This is up to the individual firm preparing the proposal  
(c) No, 8.5 x 11 inches only  
(d) Yes

**Q80: L.9. vs.J-12, 114, Section L.9.A (3<sup>rd</sup> paragraph)**

This section requires that the technical proposal be written in 10-point font, but Attachment J-12 requires 12-point font. Please confirm that Tab 2, Attachment J-12 must be in larger font than Tab 1.

**A80:** The RFP shall be amended to reflect that the J-12 will now require 10 point font.

**Q81: L.9.B (1<sup>st</sup> paragraph), 115**

Please clarify what front matter to the tabbed sections of the proposal may be submitted (transmittal letter, title page, table of contents, executive summary, compliance matrix, glossary, etc.) and confirm that these are exempt from the page limitations established.

Please confirm that the tabs are not included within the page count for any section.

**A81:** The front matter is up to the individual organization submitting a proposal. These are exempt from the page limitations.

**Q82: L.9.B.1, L9.B.2, 115-116**

For Competitive QIO proposals, section L.9.B.2 requires Attachment J-12 to be completed and presented in Tab 2 of the written technical proposal. However, the first and second indented paragraphs of L.9.B.1 appear to require Tab 1 to include much of the same information (activities, timing, personnel resources, etc.) that is presented on Attachment J-12 in Tab 2. Please distinguish the requirements of the two sections.

**A82:** Attachment J-12 represents a summary of the information provided in Tab 1. In addition, Tab 1 can be utilized to identify potential impediments to successful performance and proposed solutions.

**Q83: L.9.B.4, G.6.B, C.2.B.11, 155-55-16**

G-6.B does not list the subtask managers or the HCQIP Director as key personnel, and C.2.B.11 does not specify that they must be hired by a specific date. But L.9.B.4 requires the inclusion of their resumes in Tab 4. Must a letter of commitment accompany these resumes, or are these resumes meant to be reflective of the qualifications of personnel to be employed?

Conversely, does the RFP require that the persons filling these positions be selected and identified in the proposal?

**A83:** The only key personnel is the CEO. All other personnel need not be identified by name; however, the offeror shall be able to demonstrate that it can obtain qualified personnel. This demonstration may consist of letters of commitment, resumes, position descriptions...etc.

**Q84: L.9.B.3, 116**

Please clarify if there are specific criteria that will be used to evaluate "similar scope and magnitude" so that we may present the most relevant contracts. For instance, must contracts be over a specific dollar value, serve at least a certain number of beneficiaries, include specific services, and/or be similar in any other specific aspect of this RFP?

Is there either a minimum or a maximum number of similar contracts that can be submitted?

Also, are there any time constraints for past performance references; for instance, must they have been active within the last three years?

**A84:** Offeror to submit any information it finds relevant to the requirements of the solicitation. There are no minimums or maximums in terms of time or dollar value of the contracts.

**Q85: L.9.B, page 111**

Task 1(f) for managed care (M+C) is missing from the list of tasks. Please repaginate and consider increasing the page limitation.

**A85:** Revised page limitations are as follows: Tab 1 shall now be 44 pages and Tab 2 shall now be 44 pages.

## Section M

### **Q86: M. 1. Evaluation – General and M. 2 Evaluation Factors - Competitive A. 4. Cost, page 118**

Please confirm that, even though cost is given no evaluation points in M.2.A., CMS will take costs into account when making an award decision based on a cost/technical tradeoff (i.e., the point score produced by the factors in Section A will be balanced against cost). Or will cost not be scored in the evaluation?

**A86:** Costs are not scored, but are evaluated for cost realism in making a determination of best value.

### **Q87: M. 2 Evaluation Factors – Competitive, A., 2. Past Performance Page 119**

Past performance should take into account the totality of a contractor's performance and its relevance to the current scope of work, regardless of a competitive renewal determination.

Several of the evaluation criteria used to evaluate a QIO have been eliminated from the requirements of the 7<sup>th</sup> Scope (e.g., PEPP). Additionally, various appeal procedures were afforded some but not all QIOs and it is unclear what standards were used in granting the appeals. In light of these actions, request that the following language be added to this section: "The non-renewal of a QIO contract does not represent a finding of fault or poor performance by a QIO."

**A87:** Thank you for your comments.

### **Q88: M. 2 Evaluation Factors – Competitive, A., 3. Physician Sponsored, Page 119**

The scoring matrix indicates +2 for physician sponsored. However, the narrative states, "not to exceed" of 5 for physician sponsored. QIOs believe that maximum physician involvement collaborator buy-in is critical to achieving the contract requirements. Physician sponsored bidders should be awarded the maximum 5 points (not just +2).

Are additional points awarded only if a QIO is physician sponsored in the state of the competition, or also if the QIO is physician sponsored in some other state?

**A88:** The RFP will be amended to reflect two (2) points for physician sponsorship.