

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER		PAGE 1 OF 44 Pages		
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE: March 19, 2021	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Timothy Gulley			b. TELEPHONE NUMBER (no collect calls) 202-220-3700		8. OFFER DUE DATE 5:00 p.m. Local Time May 14, 2021	
9. ISSUED BY Medicare Payment Advisory Commission (MedPAC) 425 I Street, NW, Suite 701 Washington, DC 20001			CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET-ASIDE <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONSMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-BUSINESS NAICS: 541910 SIZE STANDARD				% FOR <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(a)
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/A		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATED: Not Rated		
15. DELIVER TO Medicare Payment Advisory Commission (MedPAC) 425 I Street, NW, Suite 701 Washington, DC 20001				16. ADMINISTERED BY Same as block 9				
17a. CONTRACTOR/OFFEROR		CODE	FACILITY	18a. PAYMENT WILL BE MADE BY				CODE
TELEPHONE NO.				SEE SCHEDULE				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DEFFERENT AND PUT SUCH ADDRESS IN OFFER.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM.				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	(Use Reverse and/or Attached Additional Sheets as Necessary)							
	The Contractor shall provide all the personnel, supervision, labor, materials, and supplies necessary to perform services to complete the range of identified project types on health care financing and Medicare in accordance with the terms and conditions specified herein.							
	SEE ATTACHED CONTINUATION							
	(Use Reverse and or Attach Additional Sheet as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA TIN: _____ DUNS: _____					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT. REF. _____ OFFER ON DATED _____ YOUR OFFERON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)				
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED		
				Timothy Gulley		March 19, 2021		

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

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

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

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

1.2 Period of Performance

The period of performance for this contract has a base period of one (1) year and five (5) one-year option periods. The period of performance, including all options is as follows:

Base Period	October 1, 2021 through September 30, 2022
Option Period 1	October 1, 2022 through September 30, 2023
Option Period 2	October 1, 2023 through September 30, 2024
Option Period 3	October 1, 2024 through September 30, 2025
Option Period 4	October 1, 2025 through September 30, 2026
Option Period 5	October 1, 2026 through September 30, 2027

1.3 Rate/Price Schedule for Base and Option Periods

As noted above, offeror shall propose fully-loaded hourly rates for all personnel potentially assigned to tasks under this contract. Fully-loaded hourly rates should be included in Volume II: Business Management and Cost/Price Proposal (see "C. Business Proposal Format and Instructions" below) along with the offeror's indirect rates (fringe benefit, overhead, and G&A expenses) and any profit or fee. Each offeror's labor rates will depend on how personnel and

positions are classified within each offeror's human resources structure. However, offerors may use the following labor categories as general guidance on how individuals could be classified to facilitate MedPAC's review of proposals:

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

The offeror may propose other labor categories consistent with their organization's human resources classification system.

2.0 PERFORMANCE WORK STATEMENT (PWS)

2.1 PURPOSE

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

2.2 AGENCY BACKGROUND

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

MedPAC's deliberations and recommendations emanate from Commissioners expertise and staff research. This research can be quantitative (e.g., primary data analysis) or qualitative (literature reviews, collecting first-hand information via site visits, *et cetera*). The Commission has facilitated such information gathering through a variety of mechanisms including: convening panels of experts; conducting structured interviews, focus groups, and site visits; preparing literature reviews, research papers, and policy analyses; completing focused data analyses; and fielding surveys. MedPAC meets publicly to discuss policy issues and formulate its recommendations to the Congress. During these meetings, commissioners consider the results of staff research, presentations by policy experts, and comments from interested parties.

2.3 **DESCRIPTION OF SERVICES**

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

2.4 **OBJECTIVE**

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

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

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

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

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

Attachment B contains detailed criteria by which proposals will be judged. The decision to pursue any of the identified project types will be made solely by the Commission's staff during the contract. The Commission cannot predict its needs far in advance. Accordingly, MedPAC

cannot guarantee that each individual and entity awarded a contract under this RFP will in fact be chosen to complete a project under the contract. Contractors will be selected based on the type of project at hand and the contractor's demonstrated expertise. A contractor may refuse a project if it is unavailable to complete the tasks within the required time frame. A delivery schedule and estimated budget will be established upon selection of one of the group of awardees for completion of a requested project under the contract.

2.5. DISCUSSION OF PROJECT TYPES AND TASKS

2.5.1 Expert Panels

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

The meetings follow a set agenda and are run by a convener who helps identify and invite potential participants, prepares and distributes background materials, organizes travel arrangements for participants (if applicable), moderates the discussion, and drafts a document reflecting the panel's discussion. (Note: MedPAC pays participants' travel costs directly; the contractor is obliged only to assist with arrangements. MedPAC also pays panel participants' honoraria directly.) The contractor selected to arrange and conduct a particular panel discussion will work with MedPAC staff to refine meeting objectives, identify salient issues, and select individuals who will be invited to participate in the panel discussions. Expert panel meetings that are convened in person will be held at the MedPAC office, 425 I Street, NW, Suite 701, Washington, DC 20001.

Specific tasks are as follows:

- a. Assist MedPAC staff in:
 - 1) identifying and discussing potential panelists
 - 2) finalizing topics or questions for discussion, and
 - 3) discussing advance materials to be sent to panelists.
- b. Develop discussion guide and submit to MedPAC staff for review.
- c. Submit packet of materials to be sent to panelists for Commission staff review.
- d. Arrange for logistical details relating to panel, for example:
 - 1) invite potential panelists,
 - 2) send advance materials to panelists
 - 3) make travel arrangement and hotel reservations for panelists, as warranted
 - 4) arrange for notes of the panel proceedings.
- e. Moderate panel discussion on the day of the event.
- f. Summarize findings from the panel discussion and provide briefing slides for review.

2.5.2 Structured Interviews

Structured interviews involve a process whereby MedPAC staff work with contractor staff to identify potential participants and to craft an appropriate list of interview questions. The contractor then contacts possible participants, carries out the interviews, and prepares a written synopsis of their findings for staff and Commission use. Structured interviews generally will be conducted via telephone or online, unless the selected individuals are available in the contractor's locale.

Specific tasks are as follows:

- a. Assist MedPAC staff in:
 - 1) identifying and discussing potential interviewees, and
 - 2) finalizing topics or questions for discussion.
- b. Develop interview script and submit to MedPAC staff for review.
- c. Contact potential interviewees to discuss project.
- d. Conduct structured interviews with participants.
- e. Summarize findings from interviews and provide briefing slides for review.

2.5.3 Focus Groups

Focus groups involve convening discussions about select Medicare policy issues among small groups of beneficiaries, providers, or other individuals. The contractor would work with MedPAC staff to identify categories of individuals whose perspective would help inform us about an issue in question, develop a list of questions relevant to each category of group, select locations where participants live or work, and make arrangements for convening the groups. The contractor should be capable of making logistical arrangements to hold focus groups either in person or virtually. During the focus groups, the contractor facilitates the discussion and prepares a written synopsis of findings for staff and Commission use. For in-person focus groups, the contractor makes their own travel arrangements but would be accompanied by MedPAC staff. However, note that MedPAC reimburses travel directly for its staff participating in focus groups. Specific tasks are as follows:

- a. Meet with MedPAC staff to define goals for the focus groups, categories of groups, and target sites.
- b. In response to MedPAC needs defined during initial meeting, draft questions and a discussion guide relevant to each category of focus group.
- c. Contract with recruitment companies and facilities or IT vendors in the targeted sites to schedule the focus groups and recruit participants.
- d. For in-person focus groups, coordinate travel logistics to selected sites and arrange accommodations for MedPAC staff and 1-2 contractor staff for each visit. Number of MedPAC staff attendees will be determined at the initiation of the project.
- e. Convene and complete the focus groups.
- f. Provide MedPAC with a written summary of the focus group discussions.

2.5.4 Site Visits

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

Specific tasks are as follows:

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

2.5.5 Literature Review/Research Paper

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

Specific tasks are as follows:

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

2.5.6 Policy Analysis

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

Specific tasks are as follows:

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

2.5.7 Quantitative data analysis

Data analysis projects will consist of analytical tasks to answer focused research questions using Medicare or other data files that are publicly available (e.g., cost reports) or made available to MedPAC staff. MedPAC will strive to make federal and non-federal data available free of charge (contingent on a data use agreement), while access to data that cannot be obtained in this manner will be negotiated on a case-by-case basis. Contractors should (1) be able to store, process, and analyze Medicare claims, encounter, and other administrative and survey data; (2) have knowledge of these data sources and their limitations; (3) have experience using these data to analyze spending, use, quality, and other key metrics; (4) be able to perform a range of analyses, including descriptive analyses, survey data analysis, econometric analyses, actuarial analyses, and micro simulation modeling.

Specific tasks are as follows:

- a. Meet with MedPAC staff to define goals of project and data files to be analyzed.
- b. Prepare an analytic plan with specifications for file construction, variables of interest, and analytic approach, including a summary of any limitations and proposed mitigation plan and submit to MedPAC staff for review and comment.
- c. Complete analysis according to specifications in analytic plan and produce interim deliverables for review by MedPAC staff as needed.
- d. Provide MedPAC with results of analysis in requested form (tables, graphs, written summary and interpretation, data files in SAS, *et cetera*), including a description of methods.
- e. Provide MedPAC with a copy of all analytic data files generated during the study, accompanied by documentation of file construction.

The contractor shall store source and analytic files used for MedPAC in a secure and climate-appropriate environment with access (physical and virtual) limited to contractor staff assigned to MedPAC projects. As custodian of the data files, the contractor will be required to sign data use agreements for many of the data files to ensure the security and confidentiality of the data. The contractor shall maintain a catalog of all source files, programs, and analytic documentation so

files can be readily identified and accessed when needed and data use agreements renewed before expiring.

In managing and storing MedPAC data, the contractor must comply with applicable Federal information security (IS) policies. Compliance means the contractor must:

- Implement their own IS program that adheres to Federal IS policies, standards, procedures, and guidelines, as well as industry best practices;
- Participate and fully cooperate with MedPAC IS audits, reviews, evaluations, tests, and assessments of contractor systems, processes, and facilities;
- Provide upon request results from any other audits, reviews, evaluations, tests and/or assessments that involve MedPAC information or information systems;
- Report and process corrective actions for all findings, regardless of the source, in accordance with Federal or other applicable procedures (i.e., HIPAA or requirements of federal or private data use agreements);
- Document its compliance with Federal security requirements and maintain such documentation in the systems security profile;
- Prepare and submit an incident report to MedPAC of any suspected or confirmed incidents that may impact MedPAC information or information systems.

2.5.8 Small scale surveys

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

Specific tasks are as follows:

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

2.6 HUMAN RESOURCE MANAGEMENT

2.6.1 Personnel Qualifications

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

2.6.2 Personnel Maintenance for Active Task Orders

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

2.6.3 Replacement/Substitution for Active Task Orders

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

2.6.4 Financial Management

2.6.4.1 Cost Controls

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

2.7 TASK ORDER REQUIREMENTS

2.7.1 General Information

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

2.7.2 Content

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

2.7.3 Changes/Deviations

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

2.8 DELIVERABLE SCHEDULES

In consultation with the contractor, MedPAC's task-order project manager will establish a timetable for deliverables in the statement of work. The project manager will also lay out expectations for how frequently she or he will expect to receive regular progress reports from the contractor. The contractor is expected to provide progress reports and deliverables in a timely manner.

2.9 PERFORMANCE MEASURES

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

Performance metric	Required service	Performance indicator	Acceptable quality level (AQL)	Monitoring method	Incentives/ disincentives (for meeting / not meeting the AQL)
Accuracy / completeness / technical proficiency	All work products must be complete, accurate, and conducted with techniques commensurate to the task. Analytic exercises and literature reviews must be free of errors; accounts of site visits, interviews, and expert panels must accurately reflect content of proceedings. Logistical arrangements (e.g., site visits, panels, <i>et cetera</i>) must be conducted without disruptions.	Draft and final work products are complete and accurate, and conducted in a technically-competent and appropriate manner.	100%	MedPAC project officer review of work products; may include external peer review of analytic findings.	See below.
Timeliness	All work products – both interim and final - must be completed on schedule in order for MedPAC to use them most effectively.	Contractors deliverables are provided on the schedule indicated in the task order contract, unless modified with MedPAC concurrence.	100%	MedPAC contracting officer and project officer review of task's deliverables with respect to schedule defined in task order.	See below.
Responsiveness	The contractor shall be responsive to requests for clarifications on submitted work products, or refinements to the task work based on changing needs of	Contractor is able to provide requested information or make adjustments in task work without	100%	MedPAC project officer review of / satisfaction with contractor's ability to adjust task work in response to changing conditions, needs, and unexpected	See below.

Performance metric	Required service	Performance indicator	Acceptable quality level (AQL)	Monitoring method	Incentives/ disincentives (for meeting / not meeting the AQL)
	MedPAC (within the scope of work).	undue delays.		circumstances.	
Communication	The contractor shall proactively keep MedPAC apprised of all issues related to the conduct of the task, including, but not limited to, progress of work, any issues that affect the contractor's ability to meet schedule or budget requirements, unforeseen logistical issues, changes to the contractor's internal operations (e.g., personnel changes) relevant to the work, <i>et cetera</i> .	The contractor provides both regular updates on the progress of work under the task order, and also notifies the project officer of any unanticipated circumstances that affect either the analytics / logistics of the project, the project schedule, or the project budget.	100%	MedPAC project officer reviews both regular and ad hoc status reports on the applicable task order. MedPAC project officer is able to brief MedPAC's executive staff on the status of his/her task order project, at any point in the conduct of the work.	See below.
Cost	The contractor shall ensure that work conducted under the task order is done within the limits of the specified budget, unless otherwise negotiated with and approved by the MedPAC project officer and contracting officer.	Work is completely and accurately performed within budget.	100%	MedPAC project officer and contract officer will regularly jointly review progress toward final deliverables at each significant milestone in the task order work, to ensure that the project's expenditures are commensurate with each stage of work.	See below.

Incentives: Exercise of each Option Year. MedPAC will automatically exercise the next option year for contractors with no tasks in a given year so long as contractors follow the requirements described in section 4.4.

Disincentives:

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

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

2.9.1 Unsatisfactory work

Performance by the contractor to correct defects found by the Government as a result of quality assurance surveillance and by the contractor as a result of quality control, shall be at its own expense and without additional reimbursement by the government. Unless otherwise

negotiated, the contractor shall correct or replace all non-conforming services or deliverables not later than the time and date granted by the Project Officer.

2.9.2 Quality Control

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

2.9.3 The QCP shall include the following minimum requirements:

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

The Government will evaluate the contractor's performance of this contract following the method of surveillance specified herein. When an observation indicates less than satisfactory performance, the CO or other designated Representative will immediately notify the Contractor, in writing, of such finding(s) and will request correction of noted discrepancy. Any action taken by the CO as a result of surveillance will be according to the terms of the contract.

2.9.4 Problem Resolution

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

3.0 INSPECTION AND ACCEPTANCE

3.1 Inspection and Acceptance

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

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

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

4.0 DELIVERIES OR PERFORMANCE

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

4.1 Administrative Progress Reports

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

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

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

c. Administrative Progress Reports shall be submitted monthly, by the 10th working day of each month. One copy shall be submitted to the Project Officer and a copy of the transmittal letter shall be forwarded to the Contract Manager.

4.2 Delivery of all items via email

All items/deliverables generated under each task order assignment shall be emailed to procurement@medpac.gov.

4.3 Period of Performance

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

4.4 Option to Extend the Term of the Contract and IDIQ Personnel Maintenance

MedPAC may, at its discretion, extend the period of performance of this contract for up to five additional, one (1)- year periods. The Contracting Officer may exercise such option by sending written notice to the contractor at least sixty (60) days prior to the contract expiration date. As a condition for awarding each one (1)-year option, the IDIQ contractor must notify the Commission's Contracting Officer no later than thirty (30) days prior to the contract expiration date of any departures or additions of personnel who fall under labor categories 1 through 3 in

section 1.3 above, or equivalent categories under the contractor's own classification of personnel and positions. If MedPAC exercises such options, the total duration of this contract, including the option years, shall not exceed 72 months.

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

4.5 Option to Extend Services

The Government may require the continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provisions may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

5.0 CONTRACT ADMINISTRATION DATA

5.1 Designation of Project Officer

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

Medicare Payment Advisory Commission
425 I Street, NW, Suite 701
Washington, DC 20001
Telephone Number: 202/220-3700

b. The Project Officer is responsible for the development, technical monitoring, and evaluation of this Contractor's technical performance under the contract. The Project Officer shall determine if the deliverables meet the requirements as MedPAC has set forth in this contract. The Project Officer is not authorized to make any changes that affect the contract amount, terms, or conditions.

5.2 Designation of Contracting Officer/Manager

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

Medicare Payment Advisory Commission
425 I Street, NW Suite 701
Washington, D.C. 20001
Telephone Number: (202) 220-3700

b. Contracting Officer is responsible for:

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

3) All payment inquiries.

5.3 Indefinite Quantity

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

5.4 Budget Estimates for Projects

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

5.5 Submission of Invoices

a. A pdf version of invoices or vouchers, including required supporting statements or certifications and prominently identified in accordance with Section 5.5 (c) shall be submitted by the Contractor via email to accountreceivable@medpac.gov, with a copy to the Commission's Chief Financial Officer, Mary Beth Spittel, at mbspittel@medpac.gov.

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

b. The following information shall be contained on all invoices submitted for payment:

- (1) Contractor Tax Identification Number
- (2) Contractor Mailing Address
- (3) Contractor Phone Number (in case of questions)
- (4) Date of Invoice
- (5) Contractor Invoice Number
- (6) MedPAC Contract / Order Number
- (7) MedPAC Contract Line Item Number (CLIN) or item number (if applicable)
- (8) Description of services performed for or merchandise provided to MedPAC
- (9) Date(s) of services performed or merchandise provided to MedPAC

c. The contractor must submit a separate invoice for every MedPAC contract / Order Number. The invoice must identify the specific Contract Line Item Number (CLIN) or item number for which the contractor is seeking payment under the contract or order. If the invoice covers multiple CLIN or item numbers, the invoice must identify specific amounts and activity applicable to each.

d. MedPAC aims to reimburse vendors on the 30th calendar day after a proper and valid invoice is officially received by the Agency. Invoices submitted without required information are not considered proper. If the invoice is disputed / rejected by MedPAC, the Contracting Officer's Technical Representative (COTR) appointed to the contract or order will notify the contractor of the dispute within seven (7) calendar days of the MedPAC invoice receipt date. The COTR's dispute / rejection notice will identify the specific invoice items and amounts being disputed, reason the items or amounts are disputed, a reference to the specific terms of the contract which supports the government's dispute and a request for an immediate explanation and / or corrected invoice.

- e. Contractor inquiries concerning an invoice payment may be made to the COTR at any time or to MedPAC's Financial Officer thirty (30) calendar days after a proper invoice has been submitted. The contractor may make payment inquiries to the address identified above in paragraph (b) or to 202-220-3700.
- f. Contractors must inform MedPAC of any changes in banking information using the address identified above in paragraph (b) or by calling 202-220-3700.

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

5.6 Invoice Payment

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

5.6.1 Method of Payment

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

5.7 Contractor Project Director and Key Personnel*

- a. The Contractor shall designate key personnel necessary to the successful performance of work under task order assignments resulting from this contract. The Contractor agrees to

assign these persons to the performance of work under the contract and shall not replace or substitute for such personnel without written authorization from the MedPAC Contracting Officer.

b. MedPAC reserves the right to disapprove any successor to this individual.

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

5.8 Technical Direction

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

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

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

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

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

5.8.4 If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is not within one of the categories defined in (a) through (d) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five working days after receipt of any such instruction or direction, and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that the technical direction is within the scope of this clause and does not constitute a change under the "Changes"* clause of this contract. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of an instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes."

6.0 SPECIAL CONTRACT REQUIREMENTS

6.1 Consulting Services

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

6.2 Procurement of all Materials, Data, and Services

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

6.3 Project Performance

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

7.0 CONTRACT CLAUSES

Clause 1 Rights in Data

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

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

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

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

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

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

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

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

Clause 2 Changes

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

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

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

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

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

Clause 3 Termination for the Convenience of the Government

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

Clause 4 Disputes and Protest

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

Clause 5 Stop Work Order

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

Clause 6 Notice Regarding Late Delivery

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

Clause 7 Inspection and Audit

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

Clause 8 Audits and Records

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

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

the contract or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.

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

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

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and

(2) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are disposed of.

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

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

Clause 9 Subcontracts

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

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

Clause 10 Assignment of Claims

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

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all

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

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

Clause 11 News Releases/Endorsements/ Advertising

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

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

Clause 12 Compliance with Laws

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

Clause 13 Patent and Copyright Infringement

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

Clause 14 Travel

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

Clause 15 - Service Contract Act

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

Clause 16 – System for Awards Management (SAM) Registration

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

8.0 LIST OF ATTACHMENTS

- | | |
|--|---------------------|
| 8.1 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS | ATTACHMENT A |
| 8.2 EVALUATION FACTORS FOR AWARD | ATTACHMENT B |

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

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

II. INSTRUCTION TO OFFERORS

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

A. GENERAL INSTRUCTIONS

1. Any resultant contract shall include the Contract Clauses (Section 7.0) applicable to the selected offeror's organization and type of contract awarded.
2. The proposal shall be in two parts a "technical proposal" and a "business management and cost/price proposal." Each of these parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal shall not contain reference to costs; however, resource information such as data concerning labor hours and categories, materials, subcontracts, *et cetera*, shall be contained in the technical proposal so that the offeror's understanding of the Statement of Work may be evaluated. The technical proposal must disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions. Page limits specified for each section are binding; font size is not prescribed but should be sufficiently large as to permit ease of reading.
3. Potential respondents to this RFP should submit a nonbinding intention to bid by email no later than 5:00 PM Eastern on Friday, April 2, 2021. Questions regarding this RFP should also be submitted by this deadline.
 - a. Email nonbinding intention to bid and all questions to procurement@medpac.gov
 - b. MedPAC will post responses to questions on Friday, April 16, 2021.
4. Proposals must be submitted by email no later than 5:00 PM Eastern on Friday, May 14, 2021. Technical proposals should be submitted in PDF and Word formats. Cost proposals should be submitted in PDF format. Additional copies of tables in the cost proposal may be submitted in Excel format.
 - a. Proposals should be submitted to procurement@medpac.gov. Proposals received after the time and date due will be deemed late and not considered for award.
 - b. The proposal shall be signed by an official authorized to bind your organization.
5. MedPAC shall evaluate proposals in accordance with the evaluation criteria set forth in Attachment C of this RFP.
6. Offerors' proposals must disclose the technical approach in as much detail as possible, including, but not limited to, the requirements specified in the Technical Proposal

Instructions, Paragraph B.3. In addition, offerors must comply with the requirements of the Business Proposal Instructions, Paragraph C.

7. It is understood that your proposal shall become part of the official contract file.
8. The RFP does not commit MedPAC to pay any cost for the preparation and submission of a proposal. In addition, the Executive Officer is the only individual who can legally commit MedPAC to the expenditure of public funds in connection with this proposed acquisition.

B. TECHNICAL PROPOSAL FORMAT

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

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

Appendix: Resumes for all proposed professional personnel (a maximum of two pages per resume).

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

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

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

1. Section 1.0 Executive Summary

This section shall consist of a brief (two pages maximum) summary of the major elements of the offeror's proposal.

2. Section 2.0 Proposed Personnel Qualifications

This section, together with the Appendix (resumes), shall contain sufficient evidence to permit evaluation of the qualifications of the proposed project staff. For additional information, consult Attachment B, Evaluation Criteria for Award. The offeror must identify which staff members would work on which project types and which subject matter areas. The list of personnel for this section should be comprehensive, but it does not need to identify every staff member or contractor who may work on a project. There is no limit on how many staff can be identified or page limit for this section other than the limit of two pages per resume (in an appendix).

a. In this section, the offeror shall discuss the qualifications of the proposed personnel; describe their experience, education, specific scientific or technical accomplishments, highlighting how their skills would align with the needs of the particular project types proposed and the relevant substantive areas. This information shall be provided for the project team members and, if included in the project, the additional personnel identified in (b) below. The proposal shall include (in an appendix) resumes identifying the professional personnel that shall be employed to perform the contract as well as a skills matrix as shown below that displays appropriate personnel proposed for relevant task types:

Task-order types and key personnel with relevant experience		Staff #1	Staff #2	Staff #3	etc.
Moderating and organizing expert panels					
Developing interview protocols and conducting structured interviews					
Organizing and leading site visits with health care organizations					
Preparing literature reviews and research papers					
Preparing Medicare policy analyses					
Experience conducting data analyses	Analyzing Medicare claims data				
	Analyzing Medicare cost report data				
	Analyzing relevant survey data				
	Conducting health econometric analyses				
	Developing and using microsimulation models				
	Conducting financial or actuarial analyses				
Designing and conducting surveys					

b. The offeror shall describe and submit resumes for additional personnel and consultants, if any, that are required for any item of work. The offeror shall indicate the technical areas, character, and extent of consultant activity.

c. The offeror shall discuss the anticipated availability of proposed personnel and how staff

would be chosen/assigned to projects under the contract.

3. Section 3.0 Technical Approach

a. This section shall describe the skills and techniques the offeror would use to perform the project types and associated tasks described in the PWS (Section 2.5) that the offeror proposes to provide under the contract with respect to the range of Medicare issues. Depending on the specific requirements, projects typically do not exceed one year unless agreed to by MedPAC.

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

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

Offerors should use the hypothetical example described in Section 5.0 (Hypothetical Project Proposal), to demonstrate how they would perform specific tasks, and describe how their approach to these tasks would specifically address the applicable research questions. For example, if the offeror proposes to conduct data analysis, the offeror's response to Section 5.0 should specifically identify a question (or questions) from among those posed on page 30, and describe specific datasets that it would use to address the question(s), specific quantitative analyses it would conduct, describe limitations of the data or analytic methods or other caveats that would affect the results, *et cetera*. It should also include a description of their capabilities and expertise.

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

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

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

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

f. This section shall not exceed a total of 15 pages. Please limit descriptions of technical approaches for literature reviews/research papers and expert panels to one-half page each. There is no page limit for descriptions of other tasks except for the overall 15-page limit.

4. Section 4.0 Management Plan

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

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

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

d. This section shall not exceed 5 pages.

5. Section 5.0 - Hypothetical Project Proposal

This section should include an abbreviated proposal in response to the hypothetical project described below. The proposal should include a brief background discussion that addresses the significance of the selected topic, the proposed technical approach for up to three project types listed below (choosing from among those the offeror proposes to provide under contract), personnel qualifications, and management plan.

In addition to an overview of no more than 3 pages, describe an analytical approach that includes up to 3 project types (up to 3 pages per project type so that the entire proposal totals no more than 12 pages) that the offeror would propose to use under the hypothetical project. The offeror should include a brief cost proposal (including indirect costs, overhead, and profit, if applicable) for each of the project types it includes in its proposal. **For purposes of preparing the business cost proposal for the hypothetical project, offerors that bid to perform expert panels, structured interviews, focus groups, or site visits should assume that the hypothetical project would be carried out virtually.** The cost proposal for the hypothetical project should be included in a separate volume from the technical proposal (see "C. Business Proposal Format and Instructions"). In the technical proposal, the offer should include personnel, time commitments of key personnel, and estimated time needed to complete the task. You may cross reference as needed to Section 2.0 (Proposed Personnel Qualifications), Section 3.0 (Technical Approach) and Section 4.0 (Management Plan).

Offerors should assume this hypothetical contract was awarded January 4, 2021 and that a final deliverable date for your findings is no later than November 4, 2021. Your hypothetical project should be completed in the shortest time feasible for the approach you propose. In general, MedPAC issues task orders for the shortest amount of time feasible to complete a given project, not to exceed one year from date of issue of the task order.

Impact of Medicare regulatory changes in response to COVID-19

More than 200 Medicare legislative and regulatory changes were made in response to the COVID-19 pandemic in 2020. (Offerors may wish to consult the summary for the Commonwealth Fund available at <https://www.commonwealthfund.org/blog/2021/ongoing-regulatory-changes-medicare-response-covid-19>.) Most changes applied to hospitals and post-acute care providers, but nearly all categories of Medicare providers or suppliers have been

affected. While many of these policies were enacted to improve access to care, some waived important program safeguards to protect beneficiaries, prevent overuse of services, or control payments in excess of providers' costs. Most of these changes (e.g., those related to post-acute care provider criteria) were temporary.

The Commission seeks to better understand the effect of important Medicare legislative and regulatory changes made in response to the COVID-19 pandemic on providers, patients, and the Medicare program. Offerors should select one or a subset of legislative or regulatory changes made in response to COVID-19 and develop a proposal to assess the effects of those policies using the approaches that best address the subject and the research questions you specify. In developing the approach, offerors may consider any stratifications that should be explored, including the rationale for them. Offerors should also consider interactions with other policies, either temporary or permanent and any potential unintended consequences.

What follows are general questions the offeror could include that are often of interest in the Commission's work. However, offerors are not limited to this list of questions. If the offeror does select from the questions below, please further specify and supplement questions as needed to evaluate the impact of the policy change.

- How did the policy change affect:
 - Medicare utilization?
 - Medicare program spending?
 - quality of care for Medicare beneficiaries?
 - beneficiary out-of-pocket spending?
- How did the policy change affect Medicare providers':
 - costs and payments?
 - delivery of care?
- If this policy were made permanent after the public health emergency period has ended, what would the impact be on
 - Medicare beneficiaries' access to care?
 - Medicare program spending?

The offeror should clearly identify the policy or set of policies being analyzed and choose up to three of the following project types to address the research questions for the selected policy or policies. Selected tasks should be taken from those project types that the offeror has proposed to complete under this contract. For example, if the offeror intends to compete to convene expert panels, then the offeror should describe how it would plan and conduct an expert panel to collect information to answer the research question.

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

Structured interviews. The offeror should describe why structured interviews would be the most appropriate approach to specific questions raised in the hypothetical project. The offeror should describe its approach to working with MedPAC staff and developing a list of interviewees to discuss the issues relevant to the selected project. The offeror should describe how it would

determine the issues that need to be examined and develop protocol that examines those issues. The offeror should identify the kinds of interviewees most appropriate to illuminating this issue, and describe the range of interviewees it would approach, the number of interviewees, and any need for geographic or other diversity among interviewees. Offeror should discuss its logistical capacity for conducting virtual structured interviews, and its plan for qualitatively evaluating the interview responses for purposes of compiling a report to MedPAC staff.

Focus groups. The offeror should describe the information that could be obtained by convening focus groups and why this project type is appropriate for answering the research questions. The offeror should identify specific categories of individuals whose perspectives could provide relevant information to address the policy issue. The offeror should describe how it would collaborate with MedPAC staff to develop lists of questions for each category of focus group, the number of focus groups to hold, and select site locations. Offeror should discuss its logistical capacity for conducting virtual focus groups, and its plan for compiling a discussion summary for MedPAC staff.

Site visits. The offeror should describe the rationale for how site visits would be appropriate for addressing any of the above questions. The offeror should describe how it would work with MedPAC staff to develop candidate locations. The offeror should identify any relevant subgroups that should be approached to address this issue and describe a sample agenda for site visits. The offeror should describe its logistical arrangements for conducting virtual site visits, from initial outreach to consolidating notes from site visits into a report for MedPAC staff.

Literature review/research paper. If the offeror chooses this approach as part of its response to the hypothetical task, it should specifically address how a literature review/research paper could address the specific research question. Offeror should submit an outline of topics the literature review/research paper would address.

Quantitative data analysis. The offeror should identify data sets that would be used to analyze the effect of the policy change. The offeror should describe its IT infrastructure, its ability to work with applicable datasets, and the specific quantitative approach it would use, along with the strengths and potential weaknesses of that approach.

Small-scale survey. The offeror should describe how a small-scale survey would help assess the impact of the selected policy. The offeror choosing this approach in its response to the hypothetical project should outline a brief questionnaire and identify the kinds of respondents to whom the survey would be directed. The offeror would describe how it would ensure that respondents were representative of the population being studied.

Policy analysis. The offeror should describe how it would prepare an analysis of the policy options available to Congress and CMS to extend the policy beyond its end date. The options should consider what is possible under current law or whether changes to law might be necessary. The offeror would identify the advantages and disadvantages of each proposed option while providing a sense of their relative importance.

6. Section 6.0 - Organizational Qualifications and Recent Past Performance

This section shall describe the offeror's organizational experience with the skills and techniques and substantive areas required to successfully complete the work described in this RFP. The offeror should also discuss their recent past performance (i.e., within the past two years) with other government-related projects. General background, experience, qualifications, and past

performance of the offeror shall be furnished. In particular, examples of previous relevant experience, especially that involving the offeror's staff who would be involved in performing work under MedPAC task orders, shall be furnished to demonstrate the offeror's capacity to fulfill the objectives of the Statement of Work. Projects similar in scope and content to the proposed projects should be highlighted. This information shall include the names, addresses and phone numbers of contract and technical supervision officers. Experience may have been with federal or state government, commercial and/or nonprofit organizations. Computer hardware and facilities to be used in fulfilling this contract should be described. If the offeror proposes to use facilities under a contractual arrangement, the terms of that arrangement should be specified.

There is no minimum or maximum number of projects that may be described, but this section shall not exceed 10 pages.

7. Section 7.0 - Additional Information to Be Furnished

a. Resource Requirements

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

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

b. Key Personnel

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

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

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

C. BUSINESS PROPOSAL FORMAT AND INSTRUCTIONS

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

C.1 General Instructions

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

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

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

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

C.2 Organization of Volume II: Business Management and Cost/Price Proposal

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

- (1) Table of Contents; Glossary of Abbreviations and Acronyms
- (2) Fully Burdened Labor Rate Schedule (see "Fully-loaded hourly rates" table below) and statement of government approved indirect rates for fringe, overhead and G&A expenses
- (3) Business Cost proposal for hypothetical project (see "Example Business Cost Proposal Table Shell for Hypothetical Project" below, and Section 5.0 of "B. Technical Proposal Format")
- (4) Financial Responsibility Statements
- (5) Exceptions/Assumptions and Rationales

Fully-loaded hourly rates (including all indirect costs and fee) by personnel category and contract year. See section 1.3 for a description of labor categories

Labor Category	Base period (10/01/2021- 09/30/2022)	Option 1 (10/01/2022- 09/30/2023)	Option 2 (10/01/2023- 09/30/2024)	Option 3 (10/01/2024 - 09/30/2025)	Option 4 (10/01/2025 - 09/30/2026)	Option 5 (10/01/2026- 09/30/2027)
Project Manager						
Supervising Programmer / Analyst / Lead Investigator						
Senior Programmer / Analyst / Research Scientist						
Programmer						
Junior Programmer						
Policy Analyst						
Research Assistant						

Fully-loaded hourly rates (including all indirect costs and fee) by personnel category and contract year. See section 1.3 for a description of labor categories

Labor Category	Base period (10/01/2021-09/30/2022)	Option 1 (10/01/2022-09/30/2023)	Option 2 (10/01/2023-09/30/2024)	Option 3 (10/01/2024 - 09/30/2025)	Option 4 (10/01/2025 - 09/30/2026)	Option 5 (10/01/2026-09/30/2027)
Senior IT Specialist						
IT Specialist						
Clerical						

Example Business Cost Proposal Table Shell for Hypothetical Project

Direct Labor (Note 1) (Note 2)	Name (Last, First)	Project Type 1			Project Type 2			Project Type 3			TOTAL	
		Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Cost
Offeror's Labor Category				\$0.00			\$0.00			\$0.00	0	\$0.00
				\$0.00			\$0.00			\$0.00	0	\$0.00
				\$0.00			\$0.00			\$0.00	0	\$0.00
				\$0.00			\$0.00			\$0.00	0	\$0.00
<i>Insert line(s) as needed</i>				\$0.00			\$0.00			\$0.00	0	\$0.00
Total Direct Labor Costs		0		\$0.00	0		\$0.00	0		\$0.00	0	\$0.00
Fringe Benefits (F/B)												
Insert F/B rate title		\$0		\$0.00	\$0		\$0.00	\$0		\$0.00		\$0.00
<i>Insert line(s) & title(s) for any other F/B rates</i>				\$0.00			\$0.00			\$0.00		\$0.00
Total Fringe Benefit Costs				\$0.00			\$0.00			\$0.00		\$0.00
Labor Overhead (O/H)												
Insert O/H rate title		\$0		\$0.00	\$0		\$0.00	\$0		\$0.00		\$0.00
<i>Insert line(s) & title(s) for any other O/H rates</i>				\$0.00			\$0.00			\$0.00		\$0.00
Total Labor Overhead Costs				\$0.00			\$0.00			\$0.00		\$0.00
Subcontracts/Interorganizational Transfer												
Subcontract/Interorganizational Name - #01	<i>Provide written details</i>			\$0.00			\$0.00			\$0.00		\$0.00
<i>Insert line(s) for any additional Subcontractors</i>	<i>Provide written details</i>			\$0.00			\$0.00			\$0.00		\$0.00
Total Subcontract Costs				\$0.00			\$0.00			\$0.00		\$0.00
Other Direct Costs (ODCs)												
Materials/Supplies	<i>Provide written details</i>			\$0.00			\$0.00			\$0.00		\$0.00
Equipment	<i>Provide written details</i>			\$0.00			\$0.00			\$0.00		\$0.00
Travel	<i>Provide written details</i>			\$0.00			\$0.00			\$0.00		\$0.00
<i>Insert line(s) for any other types of ODCs</i>	<i>Provide written details</i>			\$0.00			\$0.00			\$0.00		\$0.00
Total Other Direct Costs				\$0.00			\$0.00			\$0.00		\$0.00
General and Administrative (G&A)												
Insert G&A rate title		\$0		\$0.00	\$0		\$0.00	\$0		\$0.00		\$0.00
<i>Insert line(s) & title(s) for any other G&A rates</i>				\$0.00			\$0.00			\$0.00		\$0.00
Total G&A Costs				\$0.00			\$0.00			\$0.00		\$0.00
Total Estimated Costs				\$0.00			\$0.00			\$0.00		\$0.00
Fixed Fee (If proposing a CPFF contract)	(Note 3)	\$0		\$0.00	\$0		\$0.00	\$0		\$0.00		\$0.00
Total Estimated Costs Plus Fixed Fee				\$0.00			\$0.00			\$0.00		\$0.00

Note 1: Any proposed personnel in the hypothetical project proposal should be identified with their labor category defined in Section 1.3.
Note 2: The contractor should fill in the estimated hours of staff time they anticipate for the hypothetical project. Please note that the total estimated hours is used for evaluation purposes only and does not constitute a MedPAC commitment under the contract.
Note 3: Profit or fee is not allowed on direct costs for equipment, Government entities or cost share contracts.

C.3 Pricing Information

(a) The cost/price information for this source selection is limited to the submission of fully burdened Firm- Fixed-Price (FFP) type hourly labor rates against all labor categories identified in the FFP Fully Burdened Labor Rate Schedule (Section 1.3), or equivalent categories under the contractor’s own classification of personnel and positions, as well as indirect and profit/fee rates applicable to Other Direct Costs (ODCs). Note, however, that no fee or profit will be paid on material / travel / per diem costs.

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

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

(d) Only one fully burdened FFP labor rate for each labor category shall be inserted into the Fully Burdened Labor Rate Schedule. Offeror's may provide separate Fully Burdened Labor Rate Schedules for any subcontractors.

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

(f) Fully burdened FFP labor rates shall be proposed based on the following assumptions: all labor categories and associated labor rates will be proposed in accordance with the Fully Burdened Labor Rate Schedule anticipated performance periods. The contractual periods of performance will begin October 1 annually and end September 30 annually. Government Fiscal Years (FYs) have been established as contractual periods of performance. The Fully Burdened Labor Rate Schedule anticipates a basic contract performance period to begin within Fiscal Year 2021 (FY21) and continue thereafter through Fiscal Year 2027 (FY27). Only fully burdened FFP labor rates against associated labor categories per FYs shall be proposed. Travel and other expenses will be proposed at the Task Order level on cost-reimbursement basis (no-profit). The indirect rates and profit rates applicable to ODCs will only be used for pricing future Task Orders.

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

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

C.4 Financial Responsibility

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

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

ATTACHMENT B**EVALUATION FACTORS FOR AWARD**

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

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

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

1. Proposed Personnel Qualifications (25 points)

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

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

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

2. Technical Approach (25 points)

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

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

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

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

3. Management Plan (15 points)

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

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

4. Hypothetical Project Proposal (25 points)

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

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

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

5. Corporate Qualifications (10 points)

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

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

NONBINDING INTENTION TO BID AND QUESTIONS CONCERNING THIS REQUEST FOR PROPOSALS

- Potential respondents to this Request for Proposal (RFP) should submit a nonbinding intention to bid by email to procurement@medpac.gov no later than 5:00 PM Eastern on Friday, April 2, 2021.
- Questions regarding this RFP must be submitted by email to procurement@medpac.gov no later than 5:00 p.m. Eastern on Friday April 2, 2021. MedPAC will post responses to questions on Friday, April 16, 2021.

PROPOSAL SUBMISSION

- Proposals must be submitted by email to procurement@medpac.gov no later than 5:00 PM Eastern on Friday, May 14, 2021. Technical proposals should be submitted in PDF and Word formats. Cost proposals should be submitted in PDF and Excel formats. The proposal must be signed by an official authorized to bind your organization.

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