

Responses to Vendor Comments/Suggestions

C 1 Section C.8, CDC Strategic Information System Directions.

While this section lays out the IT and IS strategies it does not link these strategies to CDC's overall business strategic plan. A better description of how the IT and IS strategic visions support the CDC's business vision would allow the prime contractor to develop a better management plan to ensure that their efforts to implement the IT and IS vision remain consistent with CDC business goals.

Response:

CDC's mission of promoting health and quality of life by preventing and controlling disease, injury, and disability continues to be increasingly dependent on IT, electronic communications, and digital media. Detecting health events and assessing health status trends in populations in a timely, comprehensive, reliable, and cost-effective manner is only possible through IT. CDC is positioned to provide a leadership role in developing a national public health and prevention research information infrastructure and integrated public health information and surveillance systems to promote the health and well-being of the public, facilitate public health decisions, take appropriate public health action, and provide relevant information to individuals to make health-related choices. Information resources management and information technology will play catalytic and enabling roles in achieving these goals. CDC's IRM Strategic Plan is closely aligned and integrated with CDC's vision, mission, goals, and strategic plan for public health. This plan can be found at <http://www.cdc.gov/irmo/stplans.htm>.

C 2 Section H.18, p. 19, Organizational Conflicts of Interest Special Clause

The draft RFP states, "*The contractor shall be ineligible to participate in any capacity in CDC contract, subcontracts, or proposals therefore (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract.*" We generally accept the concept of such a provision with the understanding that the Government will provide ample notice of which specific projects we would be precluded from to support informed decisions regarding the pursuit of opportunities. Interpretation of this sentence, especially with the length and scope of the CITS contract, appears exceptionally broad and may not be in the best interest of the Government. We suggest removal of this sentence or clarifications as to what future work may be prohibited.

Response:

This provision specifically relates to a conflict of interest that would come about as a result of the contractor or subcontractor working, under a CITS Task Order, on a requirement the results of which would ultimately result in a procurement. Under these circumstances, the contractor who performed the work under the CITS Task Order would be precluded from participating in the procurement. CDC will review the language in this provision and determine if different or clarifying language is appropriate.

C 3 General Comments—Section C

Regardless of the outcome on the Small Business Administration's (SBA's) approval for bundling of several small business contracts into CITS, it is recommended that the scope of the CITS contract remain consistent with that which is contained in the draft RFP. This will provide the Government with maximum flexibility for obtaining services during the CITS period of performance, while maintaining the Government's timeline for award.

Response:

See Answer 1 on the Question/Answer document.

C 4 Section J - Attachment 1 Section B – Time and Materials Matrix for Loaded Hourly Rates, covers the distribution of hours for T&M. We recommend that section B (Section J attachment) include a similar chart for the distribution of CPFF hours, and that this be included in the Evaluation of Price (Section M)

Response:

The entire contract will not be priced as a T&M type contract. We will be awarding the overall contract as a cost plus fixed fee type contract that can accommodate firm fixed price, cost plus fixed fee, and time and materials task orders. CDC believes the preponderance of the work will be cost plus fixed fee. The final RFP will be clearer and the level of effort attachments will be broken into cost plus fixed fee, time and materials and firm fixed price estimated levels of effort. .

C 5 Section E.1, Inspection and Acceptance
We suggest the insertion of FAR Clauses with provisions for the acceptance of supplies to clarify the inclusion of FAR Clause 52.246-16, Responsibility for Supplies.

Response:

The final RFP will include all pertinent FAR clauses.

C 6 Section G.2, Negotiated Overhead Rates, page 8
It is recommended that the above referenced clause be removed from the contract in favor of the Allowable Cost and Payment FAR clause (52.216-7). It is requested that contractors who have negotiated rate agreements with DCAA or other Government Audit Agencies be allowed to use those rates in favor of negotiating separate annual rates for this contract. Further, Section C.6 states the contract is not a requirements contract, consequently to estimate actual levels of expense and revenue to develop indirect rates may result in the under/over payment to the contractor, which will not be in the best interest of either party.

Response:

The referenced clause will not be included in the Final RFP.

C 7 Section L.17 Business Proposal Instructions, "Other Administrative Data" requires the offeror to state that the proposal is firm for a period of 287 calendar days. This seems to be an inordinate amount of time for a firm offer.

Response:

CDC does not believe this timeframe is overly long for the amount of work that is required to be performed from receipt of proposals to award of the contracts.

C 8 In response to the inclusion of a T&M matrix in the draft RFP, we strongly recommend that the CDC solicit cost plus type contracts and subcontracts. It is our experience that the individual labor categories in the statement of work each cover a broad range of specific technical skills (programming languages, hardware types, etc.) having wide and varying costs. Therefore a T&M or Fixed Price type contract severely limits the contractor's ability to recruit and retain personnel across all of the technical skills sets. This then limits CDC's options with respect to the best personnel filling their technical requirements.

With a cost plus type contract the contractor and subcontractor are able to present a broader range of candidates to fill positions within the budgetary requirements of the individual task orders. This allows for more rapid fulfillment

of labor requirements, increased flexibility in the scope of skills and greater retention of candidates. The net result is the most cost effective execution of the CDC task orders.

Response:

The Government will award an ID/IQ cost plus fixed fee type contract because cost plus fixed fee type work is the type work CDC believes to be where the preponderance of the task orders will fit. However, there are scopes of work which may well be accomplished the best using firm fixed price or time and materials type pricing structures; therefore CDC allows for task orders to be cost plus, T&M and firm fixed price.

C 9 L.2 FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates a single award ID/IQ cost plus fixed fee type contract. All funding will be committed under negotiated task orders. Task Order Statements of Work will be written by the Government; and depending on the statements of work, task orders will be negotiated as either cost plus fixed fee, firm fixed price, or time and materials.

Response:

The Government will award an ID/IQ cost plus fixed fee type contract because cost plus fixed fee type work is the type work CDC believes to be where the preponderance of the task orders will fit. However, there are scopes of work which may well be accomplished the best using firm fixed price or time and materials type pricing structures; therefore CDC allows for task orders to be cost plus, T&M and firm fixed price.

C 10 Section L.2 FAR 52.216-1, p. 55, Type of Contract (Apr 1984)

The Notice to Offerors cover letter accompanying the draft RFP states “5. *CDC believes that some of the work that will be performed in this contract is compatible with performance based contracting techniques.*” To support the potential use of performance based contracting techniques over the duration of the contract it would be in the best interest of the Government to ensure that contract types and associated FAR Clauses beyond cost plus fixed fee (CPFF), firm fixed price (FFP), and time and materials (T&M) are available for task orders under this contract. Ultimately, the best contract type for a performance based contract depends on how the Government wants the contractor to be measured and to what extent the contractor will have control over the approach taken to realize the Government’s final expected objectives. If the Government is interested in cost reimbursable contract types and wants to have a performance based agreement, then cost plus award fee (CPAF) and/or cost plus incentive fee (CPIF) contract types should be available. This would allow the Government to retain a degree of control over how the contractor performs the SOW and an agreed to performance based system would dictate the fee awarded to the contractor. This kind of arrangement would also be a natural fit for rewarding a contractor for cost controls. It is also recommended that the Government include provisions for having a Fixed Price with Incentive Fee contract type available for task orders to provide the Government additional options on fixed price contract type task orders.

Response:

The Government will award an ID/IQ cost plus fixed fee type contract because cost plus fixed fee type work is the type work CDC believes to be where the preponderance of the task orders will fit. However, there are scopes of work which may well be accomplished the best using firm fixed price or time and materials type pricing structures; therefore CDC allows for task orders to be cost plus, T&M and firm fixed price.

CDC also believes that performance based contracting can be accomplished using any of the aforementioned task order types. Accordingly, we will not consider award fee or incentive fee task orders.

C 11 The traditional equal weighting of the Technical and Cost Proposals generally supports the potential to award a low cost contractor on a cost plus fixed-fee (CPFF) basis and provides no assurances that CDC will receive the highest quality services at a realistic and reasonable price. By allowing offerors flexibility in their offers, you will be able to procure the “best value” from the contractor.

The first step towards a best-value procurement is to utilize a cost plus award-fee (CPAF) ID/IQ task order contract. A CPAF contract would reward the contractor for performance above minimum acceptable levels. As part of their proposal, the offeror would recommend performance criteria or appropriate service levels with a clear definition of the measurements of performance. Upon contract award, a detailed performance evaluation plan would be developed jointly by CDC and the contractor. The plan would identify the specific criteria to be applied under each major performance category selected for evaluation, as well as the approach for evaluating actual performance against these criteria. Service Level Agreements can be included in the overall contract and negotiated on a task by task basis as best fits the needs of the customer and type of tasking.

Response:

CDC's experience with technical and cost being approximately equal is that it gives the Agency the maximum flexibility to award the contract to that offeror who best meets our needs taking into consideration both technical and cost.

C 12 Procurement approach - Several significant aspects of the selected procurement approach are clear in their intent but not in all details. Examples include provisions for performing work under both cost and fixed price tasking, how the role of subcontractors and the subcontracting agreements will be evaluated, and the combination of current contract requirements with desktop support tasks.

Response:

The final RFP will be more clear and the level of effort attachments will be broken into cost plus fixed fee, time and materials and firm fixed price estimated levels of effort. The entire contract will not be priced as a T&M type contract. It is clear that CDC believes the preponderance of the work will be cost plus fixed fee. We will be awarding the overall contract as a cost plus fixed fee type contract that allows for firm fixed price, cost plus fixed fee, and time and materials task orders. Finally, CDC believes that the subcontracting portion of the Draft RFP is clear as written.

C 13 (Section B, Attachment J-1) Section B does not currently provide an equitable adjustment of fixed fee based on the level of effort actually provided.

Recommendation: The Government should consider including an equitable adjustment of fixed fee clause in Section B in the event that the performance of work requires less than 90% or more than 110% of the stated estimated effort for these line items. Any equitable fixed fee adjustment to reduce or increase the fixed fee for these line items should be based upon the difference between 90% or 110% of the stated estimated effort and the effort actually performed.

Rationale: As previously noted, the Government is interested in pursuing performance-based contracting methods when possible. Adopting metrics to measure contractor performance with CPFF/LOE contracts can be challenging. However, by providing an equitable adjustment of fixed fee based on the effort actually performed, the contractor will be incentivized to maintain cost control and deliver the full estimated level of effort. That is, the contractor would be penalized if less than 90% of the stated estimated effort is actually performed, and likewise benefit if the contractor delivers greater than 110% of the stated estimated effort through adjustment in the fixed fee.

Response:

CDC will award an overall ID/IQ cost plus fixed fee type contract because that is the type work CDC believes will cover the preponderance of the task orders. However individual scopes of work may be issued under cost plus fixed fee, firm fixed price or time and materials type task orders. Standards for performance as well as fee will be addressed in each of the individual task orders. Section B is included in the RFP to provide offerors CDC's best estimate, by labor category, for the overall level of effort required under the contract.

C 14 Paragraph L.17: Business Proposal Instructions/ Escalation Factor

Paragraph L.17 provides specific training and travel amounts to facilitate normalization of the evaluation. To further facilitate normalization of the evaluations, please consider prescribing specific escalation rates for use by all bidders for the seven option periods.

Response:

We decline to adopt this recommendation. CDC believes that an offeror's escalation rates provide some information of their knowledge of the IT marketplaces for the work to be performed under this contract in the areas where the work under the contract will be performed.

C 15 (Section H.20) Applying this clause would put our company in violation of our published employee benefits package. The wording in this section implies that the contractor would have to change its employee benefits package in some cases, even for employees in its own facilities. We recommend that this clause be applicable only for contractor personnel that are essential to Government operations or deleted entirely, leaving Section H.21 applicable for personnel that are full-time at a Government site.

Response:

H.20 will not be part of the final RFP.

C 16 (Section J.2 – Attachment C.17) The Government correctly addresses that contractor employees must have good interpersonal skills to ensure that no justified complaints are received about conduct. We suggest that the Government include a clause protecting contractor employees from inappropriate Government employee conduct as well.

Response:

The Federal Government has standards of conduct and processes in place relative to Federal Government employee behavioral issues. A CDC contract is not the place for language relative to Federal Government employee behavior.

C 17 The draft RFP addresses the concept of "best value" yet the technical and cost evaluation criteria appear to be weighted equally. Typically, in a best value procurement the evaluation criteria weight the technical scores higher, and sometimes much higher (e.g., 60/40 or 65/35), than the cost criteria in order to allow the Government to award the contract to an offeror with a higher ranked technical proposal, but perhaps with a slightly higher cost. We recommend that the Government consider giving the technical proposal a higher weight than the cost proposal.

Response:

Award will be made to the offeror whose proposal provides the best combination of features, both technical and cost, and the greatest overall value to the Government. CDC does not intend to change the RFP wording to place more weight on either the technical or cost criteria.

C 18 "Best value" evaluation – When technical and cost proposals are equally important (per Section M.4), our experience indicates that the award may be driven to the lowest cost offeror among technically qualified offerors. This is particularly true because (based on the draft RFP), the Government may not have enough information to perform a thorough cost realism assessment. We have provided suggested language intended to allow CDC to perform true best value analysis among CITS offerors.

This language was provided by the offeror in a separate document.

Response:

The government believes that the final RFP will require the information necessary to perform a thorough cost realism assessment.

C 19 Section M.4, No page number, Relationship Between Cost or Price and Technical Strength.

The RFP States, "Offerors are advised that in the evaluation process technical proposals and cost or price will be of approximately equal importance." We believe this language is unduly restrictive for the Government and a "best value" source selection. We recommend replacing this sentence with the following paragraph used by the U.S. Air Force in its "best value" acquisitions. It provides the Government with greater flexibility in judging the technical performance/cost trade-offs.

"Basis For Award. The contract will be awarded to that responsible Offeror(s) whose proposal is judged, by an integrated assessment using the criteria identified below, to be the best value to the Government. The Government will compare differences in the value of technical proposals with differences in cost or price to the Government. In making this comparison, the Government is more concerned with obtaining a superior technical proposal than with making an award at the lowest cost or price to the Government. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The Government reserves the right to make award to other than the lowest price Offeror or to the Offeror with the best Technical Proposal rating, if the Contracting Officer determines that to do so would result in the greatest value to the Government."

Response:

Section M.4 (draft RFP page 82) in the penultimate paragraph, states –

"Therefore, offerors are reminded that award will be made to the offeror whose proposal provides the combination of features that offers the greatest overall value to the Government."

CDC is satisfied that the current RFP wording in Section M.4 gives the government sufficient flexibility in judging the technical performance/ cost tradeoffs.

C 20 CDC should encourage proposals that provide insight into the offeror's understanding of what is required, including the level of effort and associated price of the offeror's services.

If the contractor has sufficient historical data based on successful past performance they should be able to propose the labor categories and amount of hours for each geographic location and functional area. The offeror should be required to explain their qualifications/expertise for performing the work outlined in the major SOW functional areas with the proposed level of effort and labor categories. This requirement could read:

"The offeror shall demonstrate an understanding of the work and recommend an appropriate labor mix required for each of the major functional areas of the SOW. Describe for each proposed labor category your company's qualifications and experience requirements."

This would further allow each contractor to demonstrate their unique management and technical expertise.

Furthermore, for each of the major functional areas, the offeror should be required to address why the proposed technical approach and strategy is the most advantageous to the Government in terms of ensuring consistently high quality services. The offeror should also be required to include a discussion of its approach for managing subcontractor effort. CDC will use the results of this portion of the technical evaluation to assess the reasonableness and realism of the offeror's technical proposal.

We recommend that CDC perform either cost or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, we recommend that CDC evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of the solicitation.

Response:

CDC imagines it will be difficult for offerors to propose based on historical data by labor category and hours for each geographic location and functional area. Offerors at this point have no specific knowledge of how or where CDC will issue tasking under the upcoming contract. That is why CDC is providing in the RFP its best estimates for

what offerors should anticipate. It is expected that any offeror who seriously wishes to be considered, will explain their qualifications and demonstrate their understanding of the work within the framework of their proposals.

Proposal requirements and evaluation criteria will be addressed under sections L and M of the final RFP.

C 21 Require the inclusion of metrics to indicate the Offeror's experience in successfully managing large GWAC contracts.

Response:

This is not a GWAC procurement. This recommendation will not be adopted.

C 22 (Section L.16, page 63, Technical Proposal Instructions – Past Performance and Historical Metrics) The CITS Contract is an IT support services contract supporting a Public Health Institution. The draft Technical Evaluation Criteria that reference public health experience are restrictive and not consistent with the requirements outlined in Section C (Statement of Work), labor category titles/descriptions, and in general throughout the Draft RFP.

As it is currently written, the first bullet under the past performance evaluation is specially limiting to potential bidders, thus limiting CDC's ability to choose from across industry's "best-of-the-best" in information technology capabilities.

Recommend CDC delete the second sentence which reads: "The hierarchy of relevance from highest to lowest is: public health; healthcare or clinical health services; other related health information such as health information products, computerized patient records, health insurance or medical billing data; medical research; other scientific research."

In its place, recommend that CDC replace the wording with something to the effect: Demonstrated expertise in supporting large Federal IT integrated service contracts (500+ staff), the ability to integrate and tailor those IT capabilities to support all aspects of public health while meeting your subcontracting goals (SB, SDB, WOB, HUBZone etc.). In doing so, CDC benefits from innovative and cost effective solutions that might not be offered otherwise.

Response:

The final RFP will include clarifying language so that offerors clearly know what type of contract CDC is pursuing. CDC is however, absolutely interested in firms which can and have provided public health services. In addition, the hierarchy will be clarified in the final RFP. CDC does not believe the public health experience language is restrictive or inconsistent with the SOW.

C 23 CDC should encourage and seek innovations and efficiencies in offeror cost proposals and develop specific evaluation criteria.

By providing this opportunity, CDC will encourage "out of the box" thinking and benefit from its inclusion and application in the contract. Evaluation criteria should be developed to score the proposed innovations and efficiencies based on proven and demonstrated application on previous contracts.

Response:

CDC certainly doesn't intend to discourage offerors from highlighting proposed innovations and efficiencies that may be included in their proposals. However, it believes the framework of the existing evaluation criteria is sufficient to measure such "out of the box" thinking.

C 24 Section M.3, Proposal Evaluation Criteria, Technical Proposal Evaluation, page 79 Section M does not include any provision or criterion for the Government to evaluate offerors on how they intend to market this ID/IQ vehicle to other Centers, Institutes, and Offices during the life of this contract.

Consider adding specific evaluation criteria on offerors capabilities of managing and marketing large Government-wide acquisition (GWAC) and ID/IQ contracts.

The Government should include specific evaluation criteria to underscore the importance of this aspect of the contract. Specific evaluation factors for award might include:

- Proven program management processes for managing and marketing large ID/IQ, GWAC, and MAIQ contracts and task orders;
- State specific performance metrics for existing large ID/IQ, GWAC, and MAIQ contracts, including # of task orders awarded; total dollar volume of orders awarded, and rank among all vehicle holders;
- Demonstrable commitment to full partnership with CDC in making CITS a highly successful ID/IQ at CDC
- Validate the Offeror's reputation for fairness to, and use of, subcontractors on ID/IQ contracts.

Additionally, the Government may want to consider heavily weighting this factor (e.g., 200+ points) consistent with other key elements of the solicitation (e.g., Past Performance and FAR Part 19 Adherence). This would clearly articulate the Government's insistence on the prime contractor's program management capabilities and underscore the commitment to making CITS a highly successful ID/IQ.

Rationale: The successful offeror must not only be able to meet the requirements of the core set of contract tasks to be performed (e.g., IS and programming support, user information/help desk, LAN/MAN/WAN support, etc.), but they must be able to address the additional task order support requirements. The ID/IQ portion of this contract is a particularly important part of this contract and Section M should reflect the Government's commitment to success. This single award, 7-year contract and may well define the long-term success of this contract in delivering high quality services and satisfying customer requirements over the life of this contract.

Response:

This is not a GWAC and marketing is not an evaluation consideration for the CDC. The CDC has no problem with the Contractor marketing the contract however the CDC does not feel marketing abilities are key to the success of this contract and therefore do not plan to associate evaluation points to this activity.

C 25 Section L.16.3, p. 64, Past Performance and Historical Metrics, Past Performance

The draft RFP states "*Offerors shall provide past performance information on contracts or tasks of similar scope, size, complexity, and subject matter active within the last three years.*" This is an important criteria and offerors and their subcontractors could have a significant number of contracts that meet this criteria. It is suggested that the Government provide a minimum number of citations required (e.g., seven) for the past performance section so that the Government has a solid representative view of our past performance.

Response:

The final RFP will reflect no minimum but a maximum number of five (5) such citations.

C 26 (Section L.16.(c).3. Past Performance and Historical Metrics and M.3 Proposal Evaluation Criteria, Criterion 3 – Past Performance and Performance Metrics) 30% of the total evaluation (300 out of 1000 points) is based on past performance. This evaluation is based on performance on contracts that are similar in size, scope, and complexity and subject matter. There are very few contracts with the Federal Government that meet this criterion, especially if you eliminate those contracts that are multiple award. This criterion, as stated, would seem to favor the very largest companies, and may cause mid-size and smaller companies that could do an excellent job to decide not to bid.

Response:

It is true that past performance is the single largest evaluation criterion in this procurement. CDC has 15 years of experience with contracting for this type of work and Agency growth in its reliance on IT. CDC believes its pursuit of a firm that has the breadth of experience in IT commensurate with the Agency's growing needs is imperative to contract success.

C 27 General Comments—Section L

The Technical Proposal requirements are germane and provide a solid description of the technical evaluation criteria. The Technical Proposal requirements in the Understanding of the Work and the three primary factors outlined for Past Performance are especially critical in identifying experienced contractors who have the depth and breadth required to provide the full spectrum of services for CDC. Experience in delivering comparable services for the Public Health System and in similar environments such as the health industry (public and private), the Department of Health and Human Services, and state and local health projects provide a solid reference point for the CDC. The Offeror would also suggest inclusion of performance based contracting experience as a criteria within the Technical Proposal.

Response:

The final RFP will clarify the government's requirements for PBSC. It is the government's intention to incorporate some PBSC requirements in the contract and others at the task order level. We will not specify performance based contracting experience as a criterion to be included in offeror's proposals. This decision, however, does not preclude offerors from describing their performance based contracting experience, if they so choose, within the proposal.

C 28 (Section H.17) We suggest that the Government allow these qualification requirements to be negotiable, such that there is opportunity to waive or substitute particular skills and experience or education in special circumstances. Our experience has shown that in certain cases, the program and the Government would benefit strongly from a particular candidate, although he or she may not fit the exact position requirements.

Response:

The CDC no longer has established minimum qualification requirements.

C 29 Reference: M.3—Proposal Evaluation Criteria

"To achieve the full credit for an element, the proposal must go well beyond the requirement by offering exceptionally innovative or particularly well thought out or insightful methods, procedures, solutions or new opportunities for major improvements."

We recommend that CDC modify the RFP before release to allow the bidder to suggest value-added services that go beyond the current SOW. These services could facilitate the CDC IT strategy while still helping CDC achieve their overall mission. If accepted, these areas would be incorporated into the contract as options along with optional pricing.

Response:

Offeror proposed services that the offeror considers value added will be evaluated by the government. If these services are quantifiable and meritorious they will be defined as value added and evaluation credit will be given. If the government either does not like the offeror's value added services and/or the government cannot quantify them, or they are too expensive, the services will not be defined as value added and will not be taken into consideration.

C 30 Section L.17(b) Cost and Pricing Data, page 68 requires the submission of the Standard Form 1411.

The Standard Form 1411 is obsolete; please delete the reference.

The Government may require cost or pricing data for this solicitation. Cost or pricing data shall be submitted in the format contained in FAR 15.408, Table 15-2, Instructions for Submitting Cost/Price Proposal When Cost or Pricing Data Are Required.

Response:

The final RFP will delete references to Standard Form 1411.

C 31 Section L.17(b), Page 68, Business Proposal – Cost or Pricing Data. The draft RFP has requested that each Offeror submit a Standard Form 1411 along with their cost proposals with supporting data. Given that this is anticipated to be a competitive procurement, not only at the prime level but also at the subcontract level, certification appears superfluous. We recommend that CDC, if they anticipate adequate cost or price competition, request only the data required to support the cost realism analysis.

Response:

The final RFP will delete references to Standard Form 1411. However, the government will not remove its right to request and receive certification for offeror's cost and pricing data.

C 32 Section F.1 references the addresses of the Co-Project Officers in Section G. Section G does not provide the addresses of the Co-Project Officers.

Response:

The required information will be included in the contract document.

C 33 We note that sections L and M are in draft form, however, they are put together in a manner that provides no clarity of intent, only confusion. Incorporating the responses to the draft RFP into the final RFP may provide "surplus" information that could cause confusion. May we ask that particular care be taken in ensuring that responses are clear in their intent so as not to cause additional confusion.

Response:

It is in CDC's best interest to assure that the final RFP eliminates confusion in all sections and every attempt will be made to do so.

C 34 (Section J.1 – Attachment B). The labor category name is missing for the first entry in the hours table for Option year 3.

Response:

This correction will be made in the final RFP.

C 35 In F.4, locations are identified in Section J.7 rather than J.3 as indicated in the draft RFP.

Response:

This reference will be corrected in the final RFP.

C 36 Section L.17, Page 68, Business Proposal. To adequately address all of the requirements stated in Section L.17, including cost or pricing data for the prime contractor and each of its subcontractors, the limit of 200- pages is insufficient. We recommend the page number limitation for the Business Proposal be expanded or eliminated in its entirety to allow Offerors sufficient ability to provide the necessary supporting data.

Response:

CDC will remove the 200 page limit for the Business Proposal. However, additional language will be found in the final RFP addressing the information to be contained in the Business Proposal.

C 37 Specific Requirements

We recommend that the CDC consider increasing the page limitation from 100 to 150 pages, and the limitation not include the Security Plan, Table of Contents, and the compliance matrix.

Response:

The Technical Proposal page limit will remain 100 pages. The Security Plan, resumes of Key Personnel, the Table of Contents, the List of Tables and Drawings, and the Cross Reference Matrix will not be included in the page count. The Executive Summary will be included in the page count.

Tabs that contain no other information than the section name and/or number will not be included in the page count.

C 38 Section G.15, Small Disadvantaged Business (SDB) Participation, page 12 states the requirement to report by SIC Major Group. Reference Section K.3, Small Business Program Representations, page 48, mentions the SIC codes for the procurement as 7371 and 7378.

Given recent regulation changing the requirements from SIC to NAICS, recommend the Government consider revising the RFP to agree with current regulation.

Response:

This change will be made in the final RFP.

C 39 Section C.8.F(14), Page 24, Contractor Damage to Government-Owned Equipment. This provision does not appear to be consistent with FAR 52.245-5, Government Property (Cost Reimbursement, Time and Material, or Labor Hour Contracts (Jan 1986). We recommend deleting this section and allowing the prescribed FAR 52.245-5 to apply.

Response:

This provision will not be included in the final RFP.

C 40 Section L.16.3, p. 65, Past Performance and Historical Metrics, Historical Metrics

In the introduction of this subsection the first sentence of the draft RFP states: "*The following metrics and statistics should be provided specifically for the contract(s) identified above.*" This appears to contradict the remaining sentences of the introduction. Also, in several of the numbered components of Historical Metrics (1 through 8) the draft RFP requests information for "*your company*" defined in 3 as "*refers to that portion of the company that is proposing on this contract and which deals with providing information system services.*" It is recommended that the first introductory sentence be deleted since a broader base for the requested historical metrics is more reflective of a company's (i.e., corporation or portion of the company) business practices and will provide more insight to the past performance of a company.

Response:

CDC has received a number of comments and suggestions which have a bearing on the evaluation criteria. We have reviewed this input and the final RFP will contain the results of our assessment.

C 41 Past Performance and Historical Metrics

We recommend that CDC request that the offeror define its historical metrics based on the corporate entity that is proposed to perform the CITS work. It is our belief that larger prime contractors can inflate and improve metrics based on company-wide analysis. What we feel is important to the performance at CDC are Metrics as they relate to the business entity that will be responsible for the execution of the contract.

Response:

CDC has received a number of comments and suggestions which have a bearing on the evaluation criteria. We have reviewed this input and the final RFP will contain the results of our assessment.

C 42 We fully support the innovation and research demonstrated in requiring Historical Metrics (p. 65). We recommend that metrics 2 through 8 be applied company-wide and not to isolated contracts or tasks. This would serve to provide the most accurate portrayal of the offeror's stability, commitment to employee growth and longevity, and ability to meet the requirements of all customers within the CDC.

Response:

CDC has received a number of comments and suggestions which have a bearing on the evaluation criteria. We have reviewed this input and the final RFP will contain the results of our assessment.

C 43 Section L.16, Technical Proposal Instructions, Paragraph 3., Past Performance and Historical Metrics, page 65. The Draft RFP requests that a series of defined metrics be provided "specifically for the contracts identified above" (in the past performance section). Company-wide statistics may be provided if contract specific statistics are not available.

This Section, as currently written, implies that CDC prefers statistics on a by contract-specific basis. However, many of the metrics apply more appropriately to the company at large, e.g. turnover rates, labor relations experience, gross revenue, net worth, technical training, etc.

For clarity, and to provide a better picture of the company-at-large, we strongly recommend that CDC require the metrics be reported on a corporate or business sector basis. On an optional basis, and when the data is available, the Offeror may also address contract-specific performance metrics.

Rationale: By allowing the reporting of metrics such as labor relations experience, technical training, and SDB plan, as they relate to only specific contracts, the Offeror has the latitude to paint a picture that may be dramatically different than that for the company or Business Sector at-large. The metrics you are requesting are wonderful benchmarks for assessing the quality of the Offeror's firm. Allowing Offerors to report these metrics on a contract-by-contract basis dilutes the value and intent of your well-conceived approach.

Response:

CDC has received a number of comments and suggestions which have a bearing on the evaluation criteria. We have reviewed this input and the final RFP will contain the results of our assessment.

C 44 Section H.7, Minimum Insurance Required, page 16. This Section requires the Certificate of Insurance to provide an addendum for asbestos abatement.

This is not an item that is typically covered in a Certificate of Insurance. Given that the CITS contract Statement of Work does not require asbestos-related work, recommend that the provision relating to asbestos be deleted from the final RFP.

Response:

The note at the bottom of Section H.7 begins "If work under this contract includes asbestos abatement . . ." (emphasis supplied). Because the CITS contract SOW does not include asbestos abatement, we shall remove the notation from the final RFP.

C 45 Section I.10, Section I.10, FAR 52.228-13, Alternative Payment Protections, page 42, and Section I.11, FAR 52.237-7, Indemnification and Medical Liability Insurance, page 32. These two sections address insurance requirements for construction contracts and health care delivery service, respectively. Given that the CITS procurement does not encompass any of those service areas, we recommend that these clauses be deleted from the Final RFP.

Response:

Neither of these clauses will be in the Final RFP.

C 46 Section I.11, FAR 52.237-7, Page 31, Indemnification and Medical Liability Insurance. Upon review of Paragraph I.11, FAR 52.237-7, Indemnification and Medical Liability Insurance, and after reading the FAR prescription for the clause 37.403, there is concern that the Government would request a Contractor providing IT services to indemnify the Government for medical judgments, diagnosis, or specific medical treatments. We recommend deletion of the clause. There does not seem to be a direct correlation between the indemnification and the scope of work in the draft RFP.

Response:

This clause will not be in the Final RFP.

C 47 Section L.16.5, p. 68, Key Personnel Resumes and L.16.2, p. 63, Proposed Resources and Technical Approach, Personnel
Section L.16.5 states *“Provide the resumes of the Key Personnel identified in Section H.9 not to exceed two pages each.”* Prior questions/clarifications for Section H and L have requested the identification of three labor categories as key (Program Director, Program Manager, and Task Manager) and that the Key Personnel Resumes be excluded from the page limitation of the Technical Proposal. Section L.16.2 requests information on related personnel topics and the Offeror’s approach to managing staff requirements. We acknowledge the importance of the availability and quality of the proposed personnel to the Government and believes this expands beyond the Key Personnel and the CDC-Wide Network and Desktop Central Support pool referenced in the draft RFP. It is recommended that the Government request additional information on the full range of proposed staff (e.g., profile of personnel with healthcare experience) and permit representative resumes of staff in non-key labor categories outside of the page limitation of the Technical Proposal.

Response:

No. If the offeror is interested in this approach and provides information and/or resumes for other than those designated as Key Personnel, those pages will be counted in the 100 page Technical Proposal limit.

C 48 Based on previous announcements concerning this contract from CDC and in reading the requirements closely, it appears that this contract will support a number of management studies or projects examples of which would include; financial studies, business process re-engineering studies, developing performance standards, etc. Given these types of studies we would suggest that the labor categories which are almost exclusively IT oriented be expanded to include general consulting categories and financial analyst categories.

Response:

CDC appreciates the suggestions we received regarding labor categories. Not all recommendations were adopted but some changes to the labor categories and their descriptions will be reflected in the final RFP.

C 49 Section B, Labor Categories. The labor category descriptions provided in the draft RFP appear to be heavily concentrated toward network support. However, the Statement of Work (SOW) leads us to believe that the work will not only focus on network support but will also include scientific and general programming support. We recommend that the following changes, modifications, and additions be made to the labor category descriptions to place equal emphasis on scientific and general programming support.

New Labor Category. Based on a reading of the SOW (Section C), a labor category and associated hours for a Cost Analyst appear to be needed. Section C.8.B.1 discusses the requirements to conduct cost/benefit or other element/benefit analyses and economic analyses. However, there does not appear to be a labor category that provides for an individual with these skills. The following labor category description is presented as an example:

Cost Analyst: Performs Functional Economic Analysis (FEA) to evaluate the costs of alternative ways to accomplish functional objectives. The Cost Analyst states investment costs, benefits, and risks as a net change to the functional baseline cost, the cost of doing business now and in the future. The Cost Analyst ensures that cross-functional, security, and other integration issues are addressed. This position requires six (6) years of general experience, a degree in economics, business or related field, and two (2) years direct related experience.

Response:

See Answer to C.48 above.

C 50 Labor Category: Description and Basic Qualifications. The draft does not specify minimum qualifications for labor categories. This type of specification is critical to ensuring cost realism, ability to compare cost proposals against a standard, and responsiveness to CDC's needs. For example, one offeror may propose an individual with 3 years of experience to fulfill the requirements of a systems analyst II and a second offeror may fill that same labor category with an individual with 7 years of experience. The labor rate for the individual with 7 years of experience would most likely be higher than that for an individual with 3 years of experience. By specifying the degree requirements and years of experience for each labor category, CDC can be assured that individuals are truly qualified for the positions in which they are proposed and that cost proposals can be fairly compared between competitors. Appendix A provides suggested degree requirements and years of experience for each labor category in the draft RFP.

Response:

The CDC no longer identifies minimum qualifications for contractor employees. The Contractor is responsible for providing experienced and competent people necessary for the adequate and proper staffing of the contract. The Government reserves the right to agree or disagree with the Contractor's selections on a case by case basis.

C 51 Section B of the RFP provides staffing categories, levels of effort, and labor category definitions for Time and Materials (T&M) type task orders. We assume that the labor categories and the corresponding levels of effort are indicative of the support that CDC might want under the new contract. We note that the list includes only one category for public health support and the corresponding level of effort is minimal. There are a few other categories listed that would be appropriate for providing a broader level of support in the public health area.

Our preference is a contract mechanism that allows us to provide the mix of staff that is appropriate for the program being supported. However, to the extent that CDC uses a T&M schedule, we recommend that the public health support categories be expanded and the level of effort increased for each of the categories. An expansion could include categories such as Public Health Analyst I, II, and III. Other categories for which better pricing could be supported include Scientific Data Manager (we propose I, II, and III) and Biostatistician (I, II, and III). We also recommend that CDC add labor categories for Data Collection Specialist (I, II, III, and IV). CDC may also want to consider additional labor categories for epidemiologists, nursing and public health medicine (physicians), and national subject-matter experts.

Rationale. Based on information provided in the draft SOW and the Technical Evaluation Criteria, we anticipate that CDC may want access to a broad range of public health expertise under the contract. This expertise will be needed for a variety of programs, including the requirement to update and integrate public health surveillance systems. An expansion of the Public Health Analyst labor category that includes three levels of expertise (I, II, and III) will

provide the contractor with an opportunity to target the staffing that is appropriate to the task. For example, a task order that requires the assistance of a public health physician to assist with the updating of a public health surveillance system could be more realistically priced if there are three labor categories for Public Health Analyst. As another example, a task aimed at developing a new surveillance system with a requirement to collect public health literature and reports for documenting the data management system would need to be priced with junior public health analysts to provide a fair cost to the Government.

As stated in the SOW, data collection, data preparation, data transcription, and other activities have been included in the RFP (C.8-B-Item 22, page 13). New labor categories that correspond with these specific technical activities in C.8 (such as Data Collection Specialists) would be appropriate in the final RFP. We recommend at least four categories because of the range of labor rates that are involved in this support area. Data collection staff members (e.g., interviewers) are priced at a considerably lower level than the junior, mid-level, and senior survey support staff who implement and manage surveys. We believe that CDC needs to include survey support in the final RFP SOW for a variety of reasons, including the need to obtain information from local and State health departments before a surveillance system is initiated, updated, or changed.

Response:

See Answer to C.48 above.

C 52 Section H.19, Automatic Data Processing Equipment (ADPE) Leasing, page 19,

(a) If the Contractor leases ADPE equipment for use under this contract the Contractor shall include a provision in the rental contract stating that the Government shall have the unilateral right to exercise any purchase option under the rental contract between the Contractor and the ADPE equipment vendor and to realize any other benefits earned through rental payments.

(b) The Contractor shall furnish a copy of the rental contract to the Contracting Officer.

Given that lease and rental agreements are different, we recommend that the final solicitation clarify the terminology for acquiring ADPE equipment either through leasing agreements or rental agreements or both.

We recommend replacing the current Draft RFP language with the following:

(a) All ADPE Equipment that is leased will be for a term of a 24 month period. If for any reason the contract ends prior to completion of lease payments the Government will assume obligation for the remaining lease payments. Upon fulfillment of lease payments the 'Contractor' will provide a 'buyout' clause so that the Government may purchase the equipment.

(b) In the event of a Rental of ADPE by the Contractor, the Contractor will request a buyout option of the equipment, premised upon the end date of the Rental Agreement.

(c) The Contractor shall furnish a copy of the Lease or Rental Agreement to the Contracting Officer prior to acquisition of material.

(d) The Contractor shall provide this rental option, only on equipment specifically requested for use with this contract. This rental option shall not apply to standard office equipment, billed as a part of the Contractor's standard Computer Billing Charge.

Response:

Section H.19 will be removed from the final RFP and FAR Clause 52.207-5 will become a part of the FAR Clauses located in Section I.

C 53 (Section C.4, page 4) We suggest that in addition to listing the State Health and Vital Statistics Offices, lists of the "source data" and "partners" used in CDC's public surveillance program also be provided.

Response:

Thank you for your suggestion; however, CDC declines. The locations listed in the contract will remain Federal Government sites.

C 54 We have a general recommendation that the Government consider funding a management task order that is continuous throughout the life of the program. This management task order would allow the prime contractor and key subcontractors to implement the necessary management and administrative infrastructure to effectively manage the program with continuity, consistency, high quality, and responsiveness. This would also eliminate the need for the prime contractor to “build in” a layer of management costs into each task order that result in a disincentive for program staff to use the contract. This approach would also serve to reduce the additional cost burden placed on subcontractor costs by the primes.

Response:

Necessary consideration has been given to the structure of the contract, to include, a management task order. CDC has a management task order on the current CISS contract and anticipates having one for the CITS contract.

C 55 Section L.15 Oral Presentation Instructions, page 60

On-line system demo.

We recommend that CDC reconsider approach to location of oral presentation or further define expectations of the potential on-line system demo.

If CDC’s desire is to actually view the on-line system, CDC should consider visiting a contractor-selected site in the Atlanta-area to view this system. Demonstration at the contractor’s site enables all demo equipment (computer, client software, and printer) to be ready and fully operational for demonstration. It would remain the contractor’s responsibility to ensure operational equipment.

Response:

The government will require the online demo to be conducted at the government’s facility as part of the Oral Presentation. The final RFP will clarify exactly what is to be demonstrated. The offeror will be allowed to furnish their own presentation equipment. The final RFP will provide the make and model number of the video projector which will be provided for offeror use during the presentation. In addition, CDC will provide an overhead transparency projector for offeror use.

C 56 Sections C.20(c), p. 36 of 39, Reporting Requirements; and L.15, 3rd paragraph, p. 60, Oral Presentation Instructions

These sections refer to the on-line reporting system used for task management. We suggest that any proposed/demonstrated reporting system be compliant with the architectural guidelines, foundations, and principles expressed by the Project Management Institute (PMI) as described in the Project Management Body of Knowledge (PMBOK). Our belief is that effective project management is best accomplished by following established practices that are promulgated by recognized standards organizations such as PMI.

Response:

It is the government’s intention that the offeror demonstrate the project management system that they currently use and describe how specific CDC personnel will have access to the CDC-related data. The final RFP will clarify exactly what is to be demonstrated.

C 57 Section L.15, Oral Presentation Instructions, page 60

In order to better define the conditions associated with the competitive oral presentations, we recommend that CDC consider providing further guidelines for oral presentations. Such guidelines may include:

- Submitted presentation materials must match the content displayed by the contractor during orals.

- Contractors are not permitted to integrate sound, video, or other multi-media components in their presentation.
 - The use of automated transitions is permitted as long as total slide appears on submitted copy.
- Etc.

Response:

The government does not plan to restrict the offerors' presentation format other than to restrict the use of video in place of live presentations by the key personnel.

C 58 Section L.15 "Oral Presentation Instructions" requires "all proposed Key Personnel of the prime contractor and the senior most proposed member of the subcontractors...participate in the presentation." Proposal evaluation Criterion 4 –FAR Part 19 Adherence states that "Offerors who conduct competitive procurements and who do not require exclusive subcontract agreements, pre-award, will receive a higher evaluation..." Because a prime contractor may have a non-exclusive agreement with subcontractors, we suggest that subcontractors be excluded from the oral presentations or be excused after introductions and readmitted to the room only to give their portion of the presentation to protect competition-sensitive and company-proprietary information. Another alternative we suggest is that Section L.15 state "senior most proposed member of any major subcontractors (those whose total estimated subcontract cost is 30 percent or more of the total estimated contract cost) participate in the presentation."

Response:

The offeror's key personnel are expected to conduct the oral presentation. It is up to the offeror to determine what part each of the key personnel will have. The government's intention is to determine the key personnel's familiarity with the proposal and their ability to communicate. It is up to the offeror to determine what part personnel from subcontractors will play in the oral presentation.

C 59 Section L.15, Oral Presentation Instructions, page 61. The draft RFP limits presentation participation to the Offeror's proposed staff and requires attendance of the senior-most proposed member of the subcontractor(s) to participate in the presentation. We recommend allowing bidders to have additional personnel in attendance (e.g. contracts specialist, pricing analyst, etc).

Response:

The offeror's oral presentation team may include individuals other than those designated as key personnel. It is expected that these individuals will not have a major role in the presentation but will be able to answer questions specific to their area of expertise.

C 60 (Section L.15) The Government states that the prime contractor should have the "senior most proposed member of the subcontractors" participate in oral presentations. This poses a very difficult conflict for subcontractors, given the Government's stated desire to have subcontractors not restricted to one prime contractor. Under this scenario, it is quite conceivable that the subcontractor would be asked to send representation to more than one oral presentation for prime contractors, causing awkward situations for both subcontractors and primes. Though we agree that subcontractor representation is desirable, and even necessary, we suggest the Government rethink its position on how this should be handled. Perhaps a subcontractor bidding with more than one prime simply makes a choice as to which prime they prefer to support at the time.

Response:

The offeror's key personnel are expected to conduct the oral presentation. It is up to the offeror to determine what part each of the key personnel will have. The government's intention is to determine the key personnel's familiarity with the proposal and their ability to communicate. It is up to the offeror to determine what part personnel from subcontractors will play in the oral presentation.

C 61 It is our recommendation that subcontractors be required to participate in the oral presentations if they are part of the proposed team (Page 61). Inclusion of subcontractors in the oral presentation will give the CDC an opportunity to evaluate the team collectively, and more importantly, to evaluate the cohesiveness of the team. This assures CDC that the presentation is consistent with the proposed effort and that responses to questions are uniform and agreed to among team members.

If subcontractors do not participate in the orals, then representation by the prime may later prove to be objectionable to the subcontractors. This may result in discord among the team and less than optimum performance from the standpoint of CDC.

Response:

The offeror's key personnel are expected to conduct the oral presentation. It is up to the offeror to determine what part each of the key personnel will have. The government's intention is to determine the key personnel's familiarity with the proposal and their ability to communicate. It is up to the offeror to determine what part personnel from subcontractors will play in the oral presentation.

C 62 L.15 Oral Presentation Instructions

We recommend that CDC expand the list of attendees for the oral presentation to include the senior most corporate executive responsible for CITS execution for the prime contractor. This individual will become a key player in the management of the contract, though not billable or contractually considered Key personnel. The Senior Executive should have the opportunity to address how they will support the CITS project, delegate authority to the contractors PM, and assure that CDC will receive full attention from the corporation. In addition, Oral presentations allow CDC to build a relationship with corporate officers.

Response:

The offeror's oral presentation team may include individuals other than those designated as key personnel. It is expected that these individuals will not have a major role in the presentation but will be able to answer questions specific to their area of expertise.

C 63 Our experience is the slides/materials for orals are due with the proposal. The obvious concept is that everyone has the same time i.e. no advantage. CDC should consider requiring orals slides and proposal material to be presented at the same time.

Response:

The government's intention is to revise the final RFP so that each offeror in the competitive range will have an equal amount of time for preparation of oral presentations and materials. The submission of oral presentation materials will not be required at the same time as the Technical and Business proposals.

C 64 L.14 Proposal Format

This section requests that the Offerors submit Oral Presentation Materials at the time of Proposal submission. L.15 requests that materials be submitted at the time of Oral presentations. We recommend that Oral Presentation Materials not be requested at the time of proposal submission. This allows offerors to refine their strategies during the proposal process, and does not add to the burden of evaluation until Oral presentation are requested and presented.

Response:

The submission of oral presentation materials will not be required at the same time as the Technical and Business proposals.

C 65 (Section J.2 – Attachment C.19) The draft RFP describes an ordering process whereby the Contractor provides written affirmation accepting all specifications in a task order. We suggest that the Government will benefit greatly if it allows open dialog between program and contractor staff to define and scope a task, with the written affirmation statement following this dialog.

Response:

Thank you for your suggestion. However, the Agency has specific internal processes in place that govern the ordering procedures.

C 66 Section G.2, Negotiated Overhead Rates - Fixed, page 7. This section states that, “When the application of the negotiated fixed rates against the actual bases during a given fiscal period produces an amount greater or less than the indirect costs determined for such period, such greater or lesser amount(s) will be carried forward to a subsequent period.”

Our assumption is that the Government will not pay any cost in excess of the negotiated fixed indirect rate for the applicable period(s) to bases agreed upon by the parties. Is this assumption correct.

If this assumption is correct, recommend deleting the last sentence of paragraph (a) on page 7.

Response:

Section G.2 (a) will not be included in the Final RFP.

C 67 Section L.17, Paragraph d., “uncompensated overtime”

we recommend the “NOTE:” be revised to read as follows:

Offers must be priced based on a 40-hour workweek for all personnel proposed to perform as a direct charge to the contract. That is, the direct labor rates from Section B.1 on which cost estimates for offerors (prime and subcontractors) are based and the fixed hourly rates for offerors (prime and subcontractors) from Section B.2 must be derived by dividing employees’ weekly salaries by 40 hours. The Government will not consider any proposals wherein direct labor rates are derived from hours worked in excess of 40 per week.

Response:

The final RFP will be revised to clarify the government’s position on uncompensated overtime.

See final answer to Q&A #176.

C 68 Delete all of the material under the heading “IDENTIFICATION OF UNCOMPENSATED OVERTIME (JANUARY 1992)”

Rationale for recommendations:

It is our understanding based on discussions with CDC personnel that task orders for full-time support are uniformly written based on no more than 40 hours per week. As such, we do not believe that it is realistic to anticipate that the professional workforce will average significantly more than 40 hours per week.

In a CPFF environment, the Government assumes the risk of cost growth associated with a contractor’s failure to deliver on the hours in excess of 40.

If the Government feels it necessary to allow offerors to bid labor rates based on more than 40 hours per week, then allow them to do so only for the Fixed Hourly Rates for Section B.2, where they will assume any risk associated with failure to deliver the hours in excess of 40 per week.

Response:

The final RFP will be revised to clarify the government’s position on uncompensated overtime.

See final answer to Q&A #176.

C 69 Section L.17, Page 70, Uncompensated Overtime – Note. The second paragraph appears to conflict with the remaining instructions in this section. We recommend that the Government either change the second paragraph to indicate that pricing should be based on the Contractor’s policy for uncompensated time or delete the paragraph entirely.

We also recommend that the Government release Attachment J.27 prior to the final RFP so that contractors can review and understand and/or ask questions regarding the cost format.

Response:

The final RFP will be revised to clarify the government’s position on uncompensated overtime. Level of effort tables will be in the final RFP but located with Section B attachments.

C 70 In the Past Performance section:

Separate the “subject matter content” from the IT services areas as elements of past performance evaluation. The draft may limit competition as it is currently written because it groups past performance in public health and healthcare together with the ‘major service area’ requirements. It is past performance of the major service area requirements that is most important for guaranteeing CDC success in an IT services job of this magnitude. At this time, those service areas do not include public health directly. We recommend that subject matter content and IT Support Service experience requirements be considered separately to get the full depth and breadth of experience. Create a separate requirement for “Related Previous Experience” which could cover the relevant subject matter areas, and add in previous experience in Performance Based Contracting (PBC). Reword the 30 percent threshold for including subcontractor past performance (and by extension, Previous Related Experience) to indicate that information should be provided for subcontractors supporting major areas of work.

Response:

Past performance has been clarified in the final RFP so that appropriate language for public health experience is placed commensurate with its hierarchy in the solicitation.

CDC is declining to create another evaluation criterion for Related Previous Experience. Offerors are challenged to show CDC that it understands our requirements and brings the best team to the CDC within the limits of the current evaluation criteria.

CDC further declines to expand on the information thresholds for subcontractors.

C 71 We recommend that the final RFP not include PBC data, but it could incorporate a statement that CDC will discuss PBC techniques with the successful offeror and incorporate them in the contract, as appropriate.

Response:

The final RFP will clarify the government’s requirements for PBSC. It is the government’s intention to incorporate some PBSC requirements in the contract and others at the task order level.

C 72 We suggest the CDC consider the implementation of performance-based contracting at the task order level on CITS and request that prospective offerors be invited to propose how they will partner with the CDC to successfully identify and implement performance-based tasking opportunities over the seven year span of the CITS contract.

Response:

See Answer C.71.

C 73 Section C.8 – Activities B-G and I, might lend themselves to more of a performance based contract approach.

Examples would include;

- Changing the typical standards for response times for help desk activity to customer satisfaction standards and/or computer or LAN up time standards.

Instead of specifying a training facility configuration, results could be specified i.e. customer satisfaction, test results, convenience (travel time...)

Response:

See Answer C-71.

C 74 At a conceptual level, PBC directly ties the contractor's performance and profitability to components of the agency's mission. This symbiotic relationship clearly demonstrates that we are "both in this together" which tends to result in a win-win relationship between the agency and the contractor. In our experience, most highly successful large IT support contracts are characterized by the ability of the agency and the contractor to work together in a peer-to-peer relationship. Other specific advantages of PBC include:

Users must state requirements in the form of quantifiable outcomes or results.

Establishes clear expectations in advance for both the Government and the contractor.

Government rewards results, not effort or process.

More objectivity and less subjectivity in the determination of a contractor's compensation.

When properly implemented, PBC does not result in any disadvantages. However, our experience is that there are three potential problem areas. (1) Not all work is suitable for PBC. When that is the case, even the best-intentioned parties will not be able to make it work. (2) The parties must not try to measure every conceivable result no matter how minor. This approach will result in more resources devoted to administering the contract than can be justified by the results. (3) The Government should not tell the contractor how to perform the work. Any adjustments to the contractor's performance required by the Government need to be expressed as a change to the results required not the manner in which the work is performed.

Response:

See Answer C.71. The government recognizes the 3 potential problem areas associated with PBSC identified by the offeror.

C 75 PBC use an award fee plan to establish an incentive for meeting/exceeding performance goals. A "sliding scale" is developed ranging from maximum award fee for exceeding the goals to no fee for failing to meet them. In certain circumstances, it may be appropriate to develop a "share-in-savings" model wherein the contractor does not bid profit but rather shares in a percentage of the Government savings attributable to their work.

Response:

See Answer C.71. Also, CDC will not consider award fee or incentive fee task orders.

C 76 We believe that PBC works when the results of a prospective task can be expressed in quantifiable and measurable terms and the contractor has control of the means and manner of performance. In a large contract such as CITS, PBC works best when implemented selectively at the task level. Task Orders may be written in teams of SLAs, which establish quantifiable and measurable results. In instances where elements of PBC are appropriate but the entire task cannot be quantified and measured, we suggest General Service Agreements. General Service Agreements will necessarily lack the specificity of the SLAs but will nevertheless establish the expected results of

the task in as quantifiable a manner as possible. These SLAs or General Service Agreements are then tied to an award fee plan. Finally, the parties should periodically meet to review status of each Performance Based Task Order.

Response:

See Answer C.75.

C 77 Performance-Based Contracting Comments

Our performance based contracting experience suggests that the Government should consider, in addition to the order price, the inclusion of the provisions for incentive fees, which could be earned by the Contractor, given, they meet or exceed the performance metrics that are part of the order.

The incentive fee should be reviewed and payable every 6 months. Additionally, award meetings and awards would be made within 30 days of end of period. The contractor should be given a position on the award fee board to maximize communication.

Lastly, we recommend the use of COTS-based award/incentive fee software. This software enables evaluators to track progress over the entire performance period, instead of trying to remember the pluses and minuses at the end of the award period.

Response:

See Answer C.75.

C 78 With regard to the subject draft RFP, CDC may wish to consider requiring the contractor to provide an integrated team with expertise in public health, epidemiology, and decision support systems to facilitate development of advanced systems for decision and administrative analysis and for program evaluation.

Development of such systems will require subject matter expertise, as well as information systems skills. You may therefore wish to create a labor category for Senior Public Health Specialists with sufficient expertise in public health planning and decision making to guide development of these systems. In addition, you may wish to include Decision Support System Specialists who can provide expertise in the application of management science to the development of these systems. Integrated teams with the requisite subject matter, decision analysis, and information systems skills on board could provide simulation models, geographical information systems (GIS), databases, and decision support systems that are especially well-focused on CDC's needs.

To facilitate development of Web-based training as well as educational Web-sites and CD-ROMs, you may wish to create a labor category for Instructional Designers. These specialists should be capable of designing engaging multimedia approaches to presenting informational content. This should be done on the basis of sound pedagogical principles in order to maximize learning and retention.

The following describes examples of some of the types of systems CDC may wish to develop with the assistance of the personnel described above.

- Administrative and General Decision Support Software. This would help structure and streamline consideration of program options, optimization of levels of resource allocation, and planning and evaluation of programming. It would facilitate simultaneous consideration of policy, administrative, fiscal and clinical concerns, and the interactions between them. The purpose of this software would be to dramatically reduce the calendar-time and staff-time required to consider and select policy options, and to generate output that can be directly used for program planning and analysis. Such software might address a specific program or project and be able to do some or all of the following:
 - Provide demographic or other estimation of need and comparison with specified baselines and benchmarks. This module would incorporate appropriate risk-adjustment capabilities.
 - Simulate the impact on a population of various health and medical programs. Program options and estimates of their efficacy could be drawn from the literature and Federal agency reports.
 - Project the costs and benefits of each program option. Projections would consider direct and indirect costs, overall, and per unit of input, process and/or output.
 - Project the impact of multiple simultaneous interventions (are they synergistic, or do they conflict?)
 - Generate tables and graphics appropriate for policy and budget presentations.
 - Import and export, data to and from other commonly used software packages.

- Such software would be user-friendly, fully documented and useable on a personal computer. It could be developed for direct use and maintenance by CDC, or for the contractor to maintain, service and update on behalf of the agency.
- Program Evaluation Software. This would be software to facilitate comparison of the performance of similar programs serving different geographical areas. A problem frequently faced in making such comparisons is that, because each has unique population characteristics, it would not be reasonable to expect that all would achieve the same level of performance. Software could be developed to take these differences into account and provide a valid basis for comparing programs to each other and to specified baselines and benchmarks in terms of efficacy and cost per unit of output or goal ascertainment.
- GIS-Enhanced Planning and Program Evaluation Software: Geographic Information Systems (GIS) software could be developed to support demographic analysis of need and program performance based on sound epidemiological and statistical principles.
- Multimedia Educational Software. A combination of sound, video, audio, graphics, and text would be used to present engaging and educational material. This software could be accessed via CD-ROM or a Web site.

Clinical Protocol and Quality Assurance Decision Support Software. Software could be developed to enable clinicians to select optimal approaches to preventive services for patients with specified characteristics. In a similar manner, software could be developed to help compare outcomes of care by medications used, physician group, hospital, or health plan, with more complex risk adjustment than is now easily feasible.

Response:

Thank you for your suggestions, however, CDC declines.

C 79 Section C.8 of the SOW in the draft RFP addresses the contract tasks to be performed under the new contract. Broad topical areas include:

- Transition and start-up
- Information systems and programming support
- Data entry and key-punching services
- User information/help desk
- Local area and other networks and support
- Microcomputer CDC-wide requirements
- Microcomputer hardware
- Microcomputer software
- Additional support
- Training facilities

None of the major SOW support areas directly address program needs in the area of public health support.

Recommendation. CDC may want to consider a change in the SOW that specifically includes a requirement for providing public health support. The agency will have considerably more flexibility under the new contract if the SOW includes a requirement for assistance in conducting public health surveys, collecting public health data, interpreting health information, developing disease and health outcome prevention strategies, and conducting analyses of public health data and samples.

Rationale. A key aspect of nearly all public health activities undertaken by CDC involves the collection, management, and dissemination of public health data and information. The SOW points out in Section C.4 that an important underpinning of the next contract is the need to support CDC's efforts to update and integrate the nation's public health surveillance systems. These systems encompass a broad range of public health topics such as birth defects, infectious disease, cancer, and injuries, and will require not only programming and systems expertise, but also the assistance of epidemiologists, biostatisticians, nurses, physicians, and others if they are to be properly updated and integrated. CDC may require special public health surveys to adequately prepare and implement the updated (or new) surveillance systems. Furthermore, during the 7-year period of performance CDC may require contractor assistance on such emerging public health issues as bioterrorism, where the needs are not known or cannot be predicted at this time. The new contract provides an excellent opportunity for CDC to incorporate flexibility into its support services needs and to address all of the areas of expertise that it takes to manage the data that the agency collects and disseminates to health officials and the public.

It appears that the intent of CDC is to select a contractor that provides sufficient public health support based on language found elsewhere in the draft RFP. For example, the Technical Evaluation Criteria states:

“While some of CDC’s IT service needs are generic, i.e., are common IT services such as desktop support, network administration, and data center operations, the majority of the services require subject matter domain expertise in the areas of public health, healthcare, and health information and data.”

A stronger emphasis on providing public health support under the next contract provides CDC with:

IT support that has partners and advisors who will understand the rationale for the collection and management of public health data

Another level of sensitivity for current public and healthcare issues on topics such as the protection, privacy, and confidentiality of medical and health information

A needed broker and liaison between local, State, and Federal public health officials on the large and complex surveillance systems that will be updated

The ability to respond in a timely fashion to emerging public health issues

Response:

See Answer to C.78.

C 80 We suggest CDC provide an area (reading room) allowing all submitting contractors to review referenced government documentation listed within the draft RFP. This area will allow research of CDC regulations, requirements, as well as internal CDC information germane to a proper RFP response.

Response:

The government’s intention is to have all referenced material available to the offeror online.

C 81 Section G.6, Page 10, Payments (Jul 1999) (To be Included in Cost Reimbursement Task Orders). Because some task orders are likely to span multiple years of the contract, we believe that CDC retaining 15% of the total task order value is excessive. We suggest a maximum of 5%.

Response:

This provision prescribes that CDC will retain 15 percent of the fixed fee, not 15 percent of the total task order value. No change is necessary.

C 82 (Section G.10.b) We are concerned about the two-week timeframe listed for a response by the Contractor of potentially out of scope direction. Pressure is always on the contractor to deliver service and a two-week lag could result in a claim or even a feeling that the contractor is non-responsive to the Government. We would suggest that this timeframe be 5 business days with a required Government response within 5 business days following receipt of a letter to the Contracting Officer. We would further suggest that this paper flow could be expedited by use of e-mail, with hardcopy documentation to follow.

Response:

CDC is satisfied with the language as written. The Contractor is not required to wait two weeks prior to notifying the appropriate people of the problem.

C 83 (Section J.2 – Attachment C.8) Regarding the transition period, the draft RFP notes an anticipated transition period of 90 calendar days. We request that the Government consider stating that this would be a guaranteed minimum transition period. In transitioning more than a dozen contracts for the Government over the last 10 years, we have almost never been given the full transition period announced in the RFP. In all cases this has put the program and the contractor at risk.

Response:

It is not the government's intention to change to wording of the RFP to reflect a different transition schedule. The final RFP will require the offeror to include a transition plan with their proposal.

C 84 (Section L.12: Paragraph L.12 on page 58) requires submission of each offeror's systems security and practices, which includes the requirement in (a) for "a description of the facility(ies) that will be used during the project and the physical security of the facility(ies)." We assume that this requirement applies to contractor-supplied facilities and not to facilities provided by the Government. Based on information provided elsewhere in the DRFP, approximately 20% of the support provided under the contract will be performed in contractor space in Atlanta. Based on the full level of effort in the draft, that will amount to a staff of as many as 125. This will require an office facility that probably exceeds the current excess capacity in the Atlanta area of any of the offerors, with the possible exception of the current incumbent.

Suggestion: Change the requirement to a description of the offeror's proposed or standard physical and system security procedures and practices, which can be revised to be more specific and submitted for approval after award, within a time period specified by the Government.

Response:

The final RFP will require the offeror to describe the offeror's proposed or standard physical and system security procedures and practices, which can be revised to be more specific and to submit these procedures for approval after award, within a time period specified by the government.

C 85 Section L.5 "FAR 52.237-1 Site Visit (Apr 1984)" urges and expects offerors to inspect the site where services are to be performed. The draft RFP does not provide any other information concerning contacts, times, or a process for scheduling inspections. Given the potentially large number of offerors and subcontractors, this could become a significant burden on the sites. We suggest a formal schedule for site visits be released to prospective offers.

Response:

CDC does not plan to conduct site visits. This provision will be removed from the final RFP.

C 86 (Section H-24) Suggest that a statement be added that if any software is purchased for use on this contract that all rights and license go to the government.

Response:

The final RFP will state that that if any software is purchased for use on this contract that all rights and license go to the government.

C 87 Specific Instructions in Section L.16 (page 61), we recommend that if subcontracting agreements have not been finalized, then neither the prime contractor nor any of the other subcontractors should be allowed to begin work. This is consistent with the CDC's recommendation that contingent subcontracts be in place at the time of submission and assures CDC that the prime contractor will not make last minute changes in the make-up of the contracting team. It also gives all parties an incentive to finalize contracts in a timely manner.

Response:

While CDC appreciates the merits of this suggestion, it will hold the prime contractor responsible for the work to be performed and will refrain from specifying requirements that may hinder the prime contractor in complying with its responsibilities in a timely manner. Accordingly, discussions regarding these type issues are between the prime contractors and the subcontractors.

C 88 Under the current wording prime contractors can use the ability to start work without the subcontractor as leverage in negotiations. Large prime contractors also can afford to assume the personnel and tasks that were to be assigned to a small business subcontractor in order to start work. This gives an unfair advantage to the prime during finalization of contracts with subcontractors. Therefore we recommend that all negotiations be complete before any work begins.

Response:

See Answer C.87.

C 89 Prime contractors should not be allowed to unilaterally make subcontractors formally re-bid to retain work in option year periods, except in unusual circumstances. This should occur only when a) the CDC requests the prime contractor to bid for option years or b) if the team composition is substantially changing (due to a failure to perform by one or more subcontractors, change in SDB status of a subcontractor, etc.). Formal bids for retention of option year work imposes a non-recoverable cost burden on subcontractors.

Response:

Terms and conditions of subcontracts are the responsibility of the parties involved. In this instance the relationship is between the prime and the subcontractors. Therefore, if a prime contractor does not offer a subcontract that is favorable to the subcontractor, then the subcontractor is responsible for either negotiating a subcontract that is satisfactory, or not signing the subcontract. There may very well be times when a prime contractor decides to do a competitive subcontract procurement during the performance of the contract. That is allowable so long as the prime is complying with the terms and conditions of the subcontract.

C 90 It is recommended that the Government require a non-exclusivity provision in all teaming arrangement between prime contractors and subcontractors. This will ensure that each prime contractor has equal opportunity to secure the best-qualified subcontractors, thus ensuring that the CDC receives the best available services. Therefore, it is respectfully suggested that the Government state the following in the final RFP: "To ensure that the Government has the broadest access to SDB contractors to join the CITS team, CDC requires a non-exclusivity clause in each prime-subcontractor agreement that in no way binds subcontractors to a single team. Should the prime contractors fail to adhere to this non-exclusivity agreement, primes who do so will be severely penalized and could be rejected."

Response:

This is an unrestricted procurement and while the government encourages free and open competition at all levels, adopting this suggestion would not necessarily be in CDC's best interests. Furthermore, we consider imposing such a requirement to be beyond the limits of CDC's authority. Offerors shall remain free to propose or to team for a proposal as they deem appropriate so long as the resulting proposal is in accordance with stated RFP instructions.

C 91 We recommend that the CDC consider increasing the targeted level of small business participation on the CITS program if the Microcomputer Support Services program is bundled in. Assuming that the targeted level of small business participation would remain at 30% (including SDB and HUB-Zone) on the CITS program, then the opportunity for small businesses would be greater if the MSS contract remained a separate small business set-aside.

Response:

The Microcomputer Support Services program is not being bundled in with the CITS procurement.

C 92 We recommend that CDC specifically allow subcontractors to participate in all aspects of project management. Small business contractors should be selected for talents and capabilities among which may be project management skills. It is our belief that certain potential subcontractors will bring specific center experience as well as experience and relationships developed at CDC through prior and ongoing contracts. As participating team members they should be afforded the opportunity to gain direct experience with management of the project and access to senior CDC personnel. This adds value to the overall team and should be afforded to the CDC.

Response:

The term “all aspects of project management” is quite broad. While CDC is unaware of any RFP language that would preclude subcontractor participation in project management activities, it will look to the prime contractor for overall project management responsibility. Below the level of Key Personnel (which require CDC approval regardless), any discussions regarding the either the nature or the degree of subcontractor participation should be decided solely between the prime and the sub.

C 93 Our recommendation is that Key Personnel should also include Subcontractor Key Personnel and is consistent with our recommendation that subcontractors participate in all aspects of project management. (Page 61)

Response:

As stated in the second sentence of Section H.9, “CDC acknowledges that [an offeror] may include subcontractor personnel as Key Personnel.”

C 94 It is our recommendation that the evaluation of the prime contractor’s performance with subcontractors should occur at least every six months with specific corrective actions if they are not performing. In reading section G.15, Paragraph 4 (page 12) it is not clear if performance is evaluated each option period (yearly) or at contract end (seven years). Evaluation of subcontracting performance at the end of seven years has little or no relevance to the ongoing contract. At that juncture there is no opportunity for corrective action or improvement. We recommend evaluation on a twice-yearly basis to allow for corrective actions within a single contract year. This will ensure that prime contractors do not use option year contract budgets as a basis for not making compensating corrective action for prior years under performance with respect to subcontracted effort. By evaluating performance during the option period corrective actions can be made which account for both option year budgets and subcontracting targets.

Response:

The Contractor’s subcontracting performance is measured every 6 months with their submission of their subcontracting analysis to CDC’s Contracting Officer and Small Business Coordinator. G.15 is specifically the Small Disadvantaged Business Participation Targets and Reporting provision and is a separate report altogether.

C 95 We recommend that incentives and penalties for achieving or failing to achieve the subcontracting plan targets be included as part of any Performance Based Contracting clause (cover letter). We believe that customer imposed incentives (and penalties) have a far greater impact on contract performance than do written commitments and proposed internal incentives on the part of the prime contractor.

Response:

Past Performance reviews will suffice for the prime’s subcontracting performance. Poor performance reviews may well affect a contractor’s potential for follow-on work.

C 96 We recommend that any performance-based incentives be structured to allow for flow down to subcontractors in a manner to assure that performance that is under the subcontractors control is measured and rewarded (or penalized). It is our concern that without substantial control or participation in project management, subcontractors may be subject to measurement criteria that they cannot directly control.

Response:

Performance based work incentives will be discussed and agreed upon at the time the performance based work is identified. It is up to the prime and subcontractor to negotiate and reach agreement regarding the flow down of any applicable performance based incentives.

C 97 We believe that the requirement (page 67) that offerors conduct a competitive RFP to select potential subcontractors is too restrictive and counter-productive. We believe that CDC's objective is to assure that the best potential subcontractors appear on as many proposals as possible. However most small businesses do not have the resources to respond to formal RFP type solicitations from multiple prime offerors in the prospective time frame. This requirement minimizes the probability that CDC will get the best subcontractors on the maximum number of bids. Therefore, we believe that the proposal as written will result in the best potential subcontractors appearing on a limited number of prime offers proposals.

We recommend that offerors be allowed to select subcontractors through a combination of negotiation and competitive analysis. To that end we recommend that the wording in bulleted paragraph 2 be changed as follows:

Offerors shall provide evidence that they have conducted a competitive analysis of potential subcontractors. The information required by CDC in the Technical Proposal for these competitive analyses shall include, but not be limited to:

- The evaluation criteria you will use to evaluate the proposals.
- Provide evidence of contacts made to solicit names of companies for these procurements, e.g. the Small Business Administration, etc. Include a copy of each bidders contact list with SDB's in soliciting proposals for competitive analysis. Provide evidence of contacts made and proposals solicited.

Validation of the type of businesses (all designations and/or certifications required by FAR Part 19) proposed.

Response:

It is each company's decision regarding how many proposals will be written for potential prime offerors. CDC does not mandate any specific subcontracting methodology to primes; it does however encourage primes to conduct competitive subcontracting procurements.

C 98 The instructions encourage the prime contractors to continually compete work among small businesses. Why are small businesses being subjected to more competition than the prime contractor? CDC is requiring the small businesses to compete to gain access to a team and then compete again for the work. As a small business our preference would be compete for work one time just as the prime is required to do. The constant competition consumes resources that could be utilized to compete on new opportunities as well as manage existing contracts.

Specifically, FAR Part 19 Adherence is vague with reference as to when the prime can seek new subs. In general we would like this section recognize that as technology changes that small businesses, like large businesses, change also. We would like to see the primes be more committed to the subs, help and mentor the subs if new technology is becomes available etc. Small businesses need and desire long term relationships in the same manner as large businesses.

Response:

The Draft RFP does not encourage continual subcontract competition. Once the contract is awarded, the prime contractor and its subcontractors will parcel the work in whatever way the prime and their subcontractors have

agreed to parcel out the work. It is up to your firm and the primes to which you propose, to write a subcontract document that provides meaningful and realistic work opportunities. CDC is not contemplating nor has it mandated in the Draft RFP post award competition for work.

C 99 Section L.16, Technical Proposal Instructions, Specific Instructions, page 61. The Draft RFP requires that Offerors provide the Contracting Officer fully executed subcontract agreements not later than the Contracting Officer signs the contract.

Subcontract Agreements can be fully executed on a conditional basis, subject to award of the Prime Contract. This would also ensure compliance with FAR 52.244-2, Subcontracts.

We recommend allowing the Prime contractor 30 days to fully execute all subcontract agreements.

Response:

Subcontracts must be fully executed not later than the time the Contracting Officer signs the prime contract. Subcontractors who do not have fully executed subcontracts will not be allowed to participate in contract performance until such time as the subcontract is fully executed. CDC believes there is ample time between receipt of initial proposals and the Contracting Officer signing the contract for the primes to have reached full agreement with all subcontractors and ultimately to present the fully executed documents to the Contracting Officer.

C 100 Section L.17(d) (2) Cost and Pricing Data, page 70 requires a copy of any current approved provisional indirect cost rate agreements including allocation and application of indirect cost rates to this proposal (including major subcontracts) and whether you have established rates for both Government-site and contractor-site performance. Provide an analysis of differences, if any between the proposed indirect rates and the approved rates. Indirect cost rate agreements are proprietary information and the analysis required by the RFP can be performed by the Prime Contractor for the Prime Contractor. Prime Contractors are not provided proprietary financial information from Subcontractors and therefore, cannot submit the analysis to the Government. In order to meet this requirement, the Prime Contractor will need the assistance of the Government to perform an analysis of the major subcontractors' rates.

Response:

That is correct.

C 101 L.16 Technical Proposal Instructions – Specific Instructions

Normal business practices in the Federal IT marketplace include the use of well-defined “Teaming Agreements” that outline the relationship between Prime and Sub Contractors. Typically, Subcontracts are not signed until after prime contract award, allowing all the contractual commitments to “flow down” to the sub. We recommend that CDC request, as an appendix to the proposal, and outside of the page limitations, the Teaming Agreements rather than signed Subcontracts

Subcontracts must be approved by the Contracting Officer. This will allow the government CO a final opportunity to make sure no subcontract includes agreements or language not defined in the teaming agreement and not in the best interest of the government.

Response:

CDC does not intend to ask for Teaming Agreements.

See Answer C.99.

C 102 Require more definitive information on the teaming agreements negotiated with the Prime Offerors bidding this opportunity.

Response:

No.

C 103 Section L.16, Technical Proposal Instructions, Specific Instructions, page 61. RFP requires the submission of a completed subcontracting plan for inclusion in the Business Proposal.

In keeping with the intent and spirit of the draft RFP, we strongly encourage CDC to require submission of all executed Teaming Agreements as an Appendix to the Technical Proposal. In addition, CDC might consider asking all subcontractors to certify that they were not pressured to voluntarily sign exclusive teaming arrangements.

Rationale: The Subcontracting Plan alone will not provide insight into the particular subcontract arrangements negotiated in the pre-award Teaming Agreement. It is the Teaming Agreement document that spells out restrictions, defines a statement of work for the teaming partner/subcontractor, and may specify work allocation percentages, etc. The Teaming Agreement is the central document that binds one company to another in the pre-award phase. It reveals the commitments, promises, and terms of the Prime/subcontractor relationship.

Response:

No.

C 104 Section C—Description/Specification/Work Statement

There appears to be some work areas that are not directly referenced in the SOW, such as Disaster Recovery, Software Configuration Management, and ERP. We suggest that CDC provide for these possibly-missing work areas with a statement that provides for all associated work areas necessary to support successful achievement of CDC's mission. We also suggest that each contractor identify any additional functions necessary to round out the skills and experience necessary to achieve CDC's mission goals.

Response:

CDC believes that the Statement of Work and the current list of contract labor categories adequately covers the anticipated task requirements.

C 105 Section E.1 requires inspection and acceptance of the articles, services, and documentation called for in Task Orders and/or Work Orders. Section I.15 "FAR 52.246-20 Warranty of Services (Apr 1984)" requires the contractor to warrant that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The combination of Sections E.1 and I.15 will require formal written acceptance of Work Order products and services. This will result in significant administrative burden to both the contractor and the Government. We suggest that Section I.15 be stricken and that E.1 state, "Inspection and acceptance of all work performed under this contract shall be made by the Contracting Officer or a duly authorized representative."

Response:

Clause 52.246-20 will remain in the contract but will be applicable only to fixed price task orders.

C 106 Section I.15, FAR 52.246-20, Pages 33-34, Warranty of Services. According to FAR 46.710 the FAR 52.246-20 clause is for use "when a fixed-price contract for services is contemplated." Because this procurement is identified as a Cost-Plus-Fixed-Fee or Time-and-Materials type contract, it appears that this clause is inappropriate. We recommend that this clause be deleted and that FAR clauses 52.246-5 and/or 52.246-6 be inserted pursuant to FAR 46.305 and 46.306.

Response:

CDC plans to include Fixed Price contract clauses in the final RFP for use with fixed priced task orders.

Additional Note: CDC received a great deal of information on Performance Based Service Contracting and on the Evaluation of Cost Realism from several offerors. We have reviewed all the information provided and plan to incorporate some of the suggestions into the final RFP.