

**Addendum 4 to RFP No. CEF-567818**  
**For DSN O&M**  
**April 10, 2003**

This addendum provides clarifications. No substantive changes have been made to the RFP package released on March 6, 2003. Addendum 4 consists of the items listed below.

1. Questions and Answers
2. Updated Specimen Contract

Please acknowledge receipt of Addendum No. 4 in your proposal (i.e., Attachment A-1, ACKNOWLEDGMENT, Item 8).

Question 1.

Re: Exhibit 4, WBS.

Per Exhibit 4, the second level of the WBS (the reporting level) 1.0, Management, is indicated as Level 2. Is the WBS item 1.1, Contract Management, level 3?

Answer 1.

Yes.

Question 2.

Re: WBS and TDD, Section 3.1.1.2, Option to Relocate NOCC and Data Systems Operations Monitor Functions.

Since the offeror is required to price according to the WBS elements, is it JPL's intent that the offerors price WBS 3.1.1.2?

Answer 2.

No.

Question 3.

Re: Addendum 3, Question 5.

The question referred to the 150,000 hours per year allocated to the Directed Efforts and Tasks (TDD para. 2.4). Please clarify over what period of performance the 150,000 hours is to be allocated.

Answer 3.

For planning purposes, the average will be 15,000 hours per year.

Question 4.a.

Re: RFP Specimen Contract Article 5, para. 4.1 Service Contract Act Adjustment

The current CBA is due to expire six months after the contract is awarded. When negotiation of the renewed CBA is completed, will the issuance of a modification to the contract that incorporates the Wage Determination with the new CBA be held in abeyance until the exercise of an extension or will the Wage Determination be issued immediately after the renewed CBA is negotiated?

Answer 4.a.

Please see the AGP entitled Service Contract Act of 1965, as amended – long form, para. C.3.

Question 4.b.

Re: RFP Specimen Contract Article 5, para. 4.1 Service Contract Act Adjustment

Will the contractor be authorized to invoice for the impact of the renewed CBA once it has been negotiated with the government or will the contractor have to wait until the exercise of an extension to invoice for the renewed CBA's impact?

Answer 4.b.

JPL will process in a timely fashion a contract modification in response to either or both a new wage determination or new collective bargaining agreement. Since this is a Cost Contract, the actual allowable costs paid, including benefits, by the Contractor due to the Collective Bargaining Agreements are reimbursable.

Question 4.c.

Re: RFP Specimen Contract Article 5, para. 4.1 Service Contract Act Adjustment

If the adjustment of wage rates and fringe benefits as a result of the renewed CBA will not be made until the exercise of an extension, this could conceivably mean that two and one-half years could elapse after renewal of the CBA and the contractor would be required to carry those costs without benefit of reimbursement for two and one-half years. Further the RFP is silent on escalation for wages other than those governed by the Service Contract Act or the Collective Bargaining Agreement, as well as silent on Other Direct Costs. Is it JPL's position that these items should be escalated in our proposal?

Answer 4.c.

Service Contract Act minimum wages should not be escalated. Collective Bargaining Agreements and professional wages should be escalated consistent with the proposer's approach for managing these costs.

Question 5.

Re: TDD Section 5, Directed Efforts/Tasks

Please confirm that the 150,000 annual hours required to support Section 5 of the TDD, Directed Efforts/Tasks lie outside the staffing and resources the offeror is expected to propose to implement the support requirements of Sections 1-4 of the TDD. That is, confirm that any labor and materials required to support directed efforts and tasks will be in addition to those required to support the basic DSN O&M efforts identified in TDD Sections 1 through 4. Is it possible to identify any directed tasks and the level of effort associated with directed tasks that are currently being performed by the core CSOC contract staff on the CSOC contract? JPL's response to this question is important in that all offerors clearly propose staffing and resources against the same baseline.

Answer 5.

The 150,000 hours are not annual but are over the potential 10 years of the contract. These hours and costs are in addition to those required by TDD Section 1 through 4. This labor pool is established to provide for any short-term technical activity required due to unforeseeable changes in requirements on the DSN. Because the existing CSOC contract is not a JPL contract, we have no current examples.

Question 6.

Please clarify the term of the contract.

Answer 6.

JPL's intention is for the contract to begin October 1, 2003, and assume responsibility for operation and maintenance of the DSN on January 1, 2004.