

Addenda to RFP No. JPL-TPF-2000 updated 2/1/00

Add. No.	Question/Issue		Response/Explanation	
	Date		Date	
01	1/10/00	I assume that the technical format that you laid out in the TPF draft still applies. But it is no longer available at the web site.	1/18/00	The technical format defined in the TPF draft statement of work no longer applies. Refer only to the current RFP in the development of your proposal.
02	1/17/00	In the Specimen Contract attachment to the TPF RFP under Paragraph 1.15.14 in Article 1, Statement of Work is "Other observatory systems identified as relevant during the study." Does this mean other observatories other than TPF or does it mean other subsystems within TPF?	1/18/00	That should be read as "1.5.14 Other observatory subsystems identified as relevant during the study"
03	1/17/00	In volume II – Cost Instructions, delete paragraph 2.2 and substitute: 2.2 The cost information requested in paragraph 1. above. (NOTE: If the price of a purchased item is based on adequate price competition as defined in FAR Part 15, the cost elements supporting data addressed in paragraph 1 is not required for that item.)	1/18/00	This revision revises incorrect paragraph references in 2.2 from paragraphs 2 and 3 to paragraph 1.
04	1/14/00	According to the general instructions provided with the TPF RFP, the oral presentations shall begin during the week of Feb. 14th 2000. In order to reserve the best conference room for this important meeting, could you could inform us which day of the week JPL plans to schedule the oral briefings?	1/18/00	At this point a specific schedule for oral proposals has not yet been determined. However, proposers will be informed of the schedule as soon as one is established.

05	1/25/00	<p>Reference the General Provisions from the Fixed-Price Research and Development Contract, page 35, provision entitled "Subcontracts".</p> <p>></p> <p>> The reference provision states: "No subcontract shall be made by the Contractor with any other party for furnishing any of the completed or substantially completed articles or work herein contracted for, without the written approval of JPL as to sources."</p> <p>></p> <p>> Question: Is it correct to assume that JPL will only approve the sources to be subcontracted and not the subcontract itself (as in a traditional prior consent arrangement)? If so, the proposer suggests that its proposed subcontractors (as listed in the proposal) be identified in the TPF prime contract and if JPL issues an award to a proposer it has also granted approval of their named subcontracts. This will prevent any delay in getting subcontractors on contract once the TPF prime contract is issued. Please let us know your interpretation of the stated clause.</p>	1/26/00	<p>In accordance with GP-35, JPL will approve the sources to be subcontracted and not the subcontract itself.</p> <p>Additionally, the proposer may submit the anticipated subcontractor sources in their proposal for JPL approval. Accordingly, should a proposer be selected for negotiations JPL approval of the proposed sources from the TPF proposal will be made to avoid delay in getting subcontractors on contract upon issue of the TPF prime contract/s.</p>
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06	1/26/00	<p>1. Does JPL want potential contractors to fill out the specimen contract (TBDs and name) and return it with the proposal?</p> <p>2. In the A Attachments there is a reference to a Health Programs form (JPL 2885) but there is no associated box for this- is this something that needs to be filled out?</p>	1/27/00	<p>1. No. The specimen contract was included as a basis to prepare your proposal. It is not necessary to fill in the TBDs of the specimen contract and return it with your proposal.</p> <p>2. The reference in the “A” Attachments to “Health Programs form (JPL 2885)” was an oversight and should be deleted from this RFP.</p>
07	1/26/00	<p>In the RFP under Article 3, para. 2.0 is a table of the Cumulative Maximum Liability. It lists 27% for FY 2000 and 73% for FY 2001.</p> <p>Should that be 100% for FY 2001 rather than 73%? In a cumulative table I would expect the last number to be 100%. Or is the description wrong and it should just say "incremental liability"</p>	1/27/00	<p>Paragraph 2.0 should be corrected to show a cumulative amount of 100% thereby indirectly indicating funding availability of 27% for FY 2000 and 73% for FY 2001.</p>

08	1/28/00	We are unable to access the B-2 Attachment to the RFP Cost Instructions, Summary Work Breakdown Structure, via the Internet sites reflected in the RFP.	1/28/00	<p>SUMMARY WORK BREAKDOWN STRUCTURE</p> <ul style="list-style-type: none"> 1.0 Total Program (summary) 1.1 Program Management 1.2 Systems Engineering 1.3 Command and Data Handling Subsystem 1.4 Telecommunications Subsystem 1.5 Attitude and Articulation Control Subsystem 1.6 Power Subsystem 1.7 Thermal Subsystem 1.8 Structure, Mechanisms and Harness 1.9 Propulsion Subsystem 1.10 Software Design and Development 1.11 Integration and Test 1.12 Quality Assurance and Quality Control 1.13 Ground Support Equipment 1.14 Spacecraft Test Laboratory 1.15 Launch Operations 1.16 Mission Operations <p>Each report item shall be expanded into subtasks. The proposer shall submit labor estimates for each of the expanded subtasks. A representative subtask format is as follows:</p> <ul style="list-style-type: none"> 1.7 Thermal Subsystem <ul style="list-style-type: none"> 1.7.1 Requirements 1.7.2 Design 1.7.3 Fabrication 1.7.4 Test
09	1/28/00	What is the schedule for oral proposals?	1/28/00	<p>We are currently planning to conduct oral proposals on various dates during the period from 2/17/00 through 3/1/00. Upon receipt of the proposals we will notify each proposer individually of their proposal presentation date. Please refer to section 3.0 SCHEDULE OF ORAL PRESENTATIONS on page 1 of the RFP General Instructions for further clarification.</p>
10	1/28/00	The TPF proposal is due to you next Fri. Feb. 4th. If I were to deliver the proposal could I personally deliver it to you so that we might meet?	2/1/00	<p>Proposals must be logged in through the JPL Visitor Control building. We are advised to not meet with proposes prior to pre-established meetings as part of the evaluation and selection process.</p>

11	1/28/00	<p>Under the Additional General Provisions, PROGRESS PAYMENTS page 3 para</p> <p>(g) Reports and Access to Records, the last sentence " Also, the Contractor shall give the Government or JPL reasonable opportunity to examine and verify the Contractor's books, records and accounts" It seems that in several other places within the Ts&Cs, JPL is very specific to state that when reviewing Contractor records it is only the Contracting Officer , who is an employee of the Government who has access to such financial reports. It seems contrary to the general flavor that in this clause JPL shall now want the right to review? Is this in error?</p>	2/1/00	<p>This question was discussed with the JPL Acquisition Support and Information Section (ASIS) who confirmed that this is <u>not</u> an error.</p>
12	2/1/00	<p>The RFP does not require a Small Disadvantaged Business Plan, however, under the General Provisions there is a requirement for one listed under "Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan". Does this plan need to be submitted with the proposal?</p>	2/1/00	<p>A Disadvantaged Business Plan is not required as part of the proposal. However, a detailed Disadvantaged Business Plan must be submitted by the successful contractor/s for the definitive contract in the time-frame specified by the negotiator if the contractor is not a small business and the effort has subcontracting possibilities.</p>

13	1/28/00	<p>In accordance with standard industry practices for non-government Contracts if a contractor were to ask for the following addendum to the Limitation of Liability clause, would it be acceptable to JPL? Under the Fixed Price -R&D terms, Limitation of Liability page 24 add para.</p> <p>(e) The contractor shall not be liable for any special, indirect, incidental or consequential damages, however causes, whether by the contractor's sole or concurrent negligence or otherwise, (including, without limitation, damages for lost business, lost profits or damages to business reputation), regardless of how such damages arise and regardless or whether or not the contractor was advised such damages might arise.</p>	2/1/00	<p>It is highly unlikely this suggested revision to the JPL Fixed Price -R&D terms and conditions article, Limitation of Liability would be acceptable. Additionally, it should be pointed out that any nonstandard change (of which this would classify) to any of JPL's terms or conditions requires the approval of ASIS, Caltech and NASA.</p>
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