

RAPID III DRAFT RFP NNG09207304J QUESTIONS AND RESPONSES  
QUESTIONS 67-120

Topic Area	Quest #	RIII Doc	Sect.	Page	Question - Issue	GSFC Action Items and Response
Launch delay liability	67	RFP	H.12	33	For the contractor to assume the liability for 30-day launch delays will result in increased cost to cover this risk. Would the Government consider removing the 30-day delay from this clause to lower contractor submitted NTE price? <a href="#">Contractor Recommendation:</a> Delete 30-day delay from H.12 Launch Delay.	Yes. The Government will remove the 30 Day launch delay requirement from the baseline in the final RFP. The Launch Delay Clause (H.12) will be applicable only at the DO level.
Page limitation	68	RFP	L.22.2(a)	86	In order to effectively address SOW elements 4.3.1 and 4.3.2, will the government accept a separate Program Management Plan and System Engineering Plan as attachments to the Technical Volume and not included in the page count restriction?	Yes. We will allow the submittal of offerors' Program Management Plan (PMP) and System Engineering Plan (SEP) as attachments to the Technical Volume and they will not be included in the page count restriction. RFP, Section L.22.2 will be amended to ensure clarity.
Missing form	69	Attach. D	DID for CDRL #1	11	In Attachment D on page 11 in the DID for CDRL 1, it states "Complete EXCEL Spreadsheet "CDRL 1 enclosure.xls" provided as Enclosure 1 to this DID" When will this attachment be provided? <a href="#">Contractor Recommendation:</a> Provide the file in the final RFP.	A copy of this document will be released on NAIS with this response and will also be included in the final RFP. In addition, a copy has been posted to the RSDO website as of 8-25-09. See Part 1, Observatory Level Performance and Part 2, Core Spacecraft Major Systems Performance.
SC Title	70	RFP	E.7	13	Paragraph (a) of Section E.7 states: "Title to the spacecraft furnished under this contract shall pass to the Government upon final acceptance, in accordance with Clause I.87, regardless of when or where the Government takes physical possession, unless the contract or delivery order specifically provides for earlier passage of title." We infer this to mean that future delivery orders may be changed (if desired by the government) to allow for acceptance of the spacecraft at other points in time, such as intentional ignition of the launch vehicle, or delivery to the launch site, or at demonstration of a final on-ground comprehensive performance test. Is this interpretation correct?	Final acceptance criteria in I.87, Acceptance and Final Payment for Spacecraft will not be changed (acceptance after successful on-orbit checkout is complete). Alternate terms for final acceptance may be specified in the mission specific delivery order.

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Final 10%	71	RFP	E.7	13	<p>The RAPID III DRFP NNG09207304J document makes no mention of reimbursement of funds or spacecraft replacement in the event the spacecraft is not accepted by the government after the on-orbit checkout period.</p> <p>Furthermore, the contractor is being funded by performance payment and according to Section I.86 Performance-Based Payment Events and Completion Criteria, the total percentage of payments proposed for all events, both interim and major, shall not exceed 90%. This infers the final payment of 10% is made after acceptance and title of the spacecraft passing to the government. If the spacecraft fails to meet the final acceptance criteria and title does not pass to the government, is the contractor at risk for reimbursement of the full value of the RSDO Delivery Order (DO) value to the government, or is the contractor at risk of not being paid/funded the final 10% of the delivery order value</p>	<p>You are correct. There is no "Refund or Replacement" clause in the Rapid III RFP.</p> <p>The inference that up to 90% is covered under Section I.86, Performance-Based Payment Events and Completion Criteria is correct. In accordance with Section I.87 Acceptance and Final Payment for Spacecraft, following final acceptance, the contractor, may submit a final invoice for the unliquidated price of the spacecraft.</p>

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Acceptance Criteria	72	RFP	I.87	52-54	<p>The government's proposed Acceptance Criteria for Acceptance and Final Payment contains language which duplicates information or adds additional criteria to the completion of the Acceptance Event. The majority of items which comprise the criteria for Acceptance are in the completion of CDRLs which are already defined in the SOW. In addition, other ambiguous criteria have been added which confuses what is required for final acceptance.</p> <p>We recommend the Acceptance Criteria to be rewritten as follows:</p> <p>Acceptance Criteria – The acceptance of each spacecraft shall occur after the Contractor demonstrates that each spacecraft meets all of the following:</p> <p>(a) The spacecraft, its subsystems, components, piece parts, and materials meet all of their specifications, both individually and collectively as defined by the delivery order, and this compliance has been confirmed by Government approval of the Observatory Pre-Shipment Review (PSR) <i>as defined in CDRL 15F</i></p> <p>(b) The spacecraft has completed 30-day (or a different period as defined in the delivery order) on-orbit check-out testing as defined in the delivery order.</p> <p>(c) The contractor has completed the Observatory (Post-Launch) Acceptance Review (OAR). and this compliance has been confirmed by Government approval of the OAR as defined in CDRL 15G</p> <p>(d) The Contractor has provided an acceptable End Item Data Package in compliance with CDRL MA 16-1 (which should be placed in the SOW).</p> <p>(e) All other requirements of the delivery order have been satisfied.</p>	<p>Changes will be made in final RFP, Clause I.87, Criteria for Acceptance and Final Payment, which will incorporate some of your suggested changes. See below for specific changes which will be included in revisions to I.87 in the RFP.</p> <p>(a) Added “after successful completion” before “of the Observatory...” Add “as defined in CDRL 15F”</p> <p>(b) Removed I.87 (b) in its entirety. Also removed our words “The Spacecraft:” (c) becomes (b) and other (no.) changed accordingly. Added the words “successfully” prior to “completed.” Removed all words after checkout.</p> <p>Used the following words “The contractor has successfully completed the Observatory (Post Launch) Acceptance Review (OAR) as defined in the SOW.”</p> <p>(d) The reference to CDRL item MA 16-1 is in the SOW (page 13).</p> <p>(e) No change from our existing wording.</p>

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Variances due to MAR	73	RFP	L.22: 2.C.3	87	<p>Section L.22: 2.C.3, 2nd paragraph, states: “The offeror shall provide a description and rationale for any “box-level” variances between the proposed spacecraft design and the heritage spacecraft design...”. However, Section L.22: 2.c.2 of the Draft RFP states “..The offeror shall apply the MAR to either a heritage spacecraft design or a spacecraft design comprised of heritage components/subsystems..” Since the RFP does not require a proposal for a full heritage bus (it allows heritage subsystems and components to comprise the proposed bus). What is the intent of Section L.22, 2.C.3?</p> <p>If the offeror chooses to propose a spacecraft design composed of heritage components/subsystems (i.e. all components have not flown on some mission, just not on a single mission together), there is, by definition, no "heritage spacecraft design" (as defined by L.22.2.c.2) to reference it to. How would the L.22.2.c.3 requirement apply in this situation?</p> <p>For example, if the Offeror previously produced a selectively redundant spacecraft with X watts of Solar Array power and the offeror wanted to modify that design to place in the Rapid III catalog by upgrading the design to make it fully redundant and then increasing the power capability to X+Y watts of Solar Array power and a battery using previously flown hardware, the offeror would not have to “provide a description and rationale for any “box level” variances between the proposed spacecraft design and the heritage spacecraft design” because the as proposed spacecraft is already a heritage design (since all components flown has flight heritage as defined in (c ) (2) a. on page 86 of the RFP). Is this reasoning correct?</p>	<p>Q.1: The intent of Section L.22.2C3 is for the offeror to provide a written/pictorial description of the Heritage Spacecraft Design Overview, the Core Spacecraft Variances, and the Core Spacecraft Systems Overview.</p> <p>Q.2: This question is no longer applicable since the “spacecraft design composed of heritage components/subsystems” has been deleted.</p> <p>Q. 3: Any design variance resulting from obsolescence or from adhering to the MAR must be described in the technical response.</p> <p>Heritage designs can be altered as long as the offeror provides sufficient rationale for the core spacecraft performance and associated risk of the change.</p> <p>Section L.22.2.C.2 will be revised in the final RFP to agree with L.22.2.C.3 in order to clarify intent and avoid conflict described.</p>

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Options	74	RFP	L.22: Appen D	91	Appendix D: Options Descriptions: This section allows no more than 4 pages per submitted option (to the core spacecraft being proposed). However, bullet 3 in this section requires the list of changes to the core spacecraft performance specification and systems verification program. Are the pages required to identify the changes to the specification and verification plan considered as part of the 4 pages allocated to each option in this section? We recommend the Government limit the option description and system hardware/software changes to 4 pages, but allow the spec/verification plan list of changes to be unlimited (or some reasonable number to accommodate the data).	We understand that additional pages may be required for bullet 3 and will increase the number of pages.. The page count for Appendix D: Options Descriptions will be increased to 8 pages. The Proposal Content and Page Limitations chart will be revised.
Options	75	RFP	L.22: Appen D	91	Appendix D: Options Descriptions: Are the options limited to the same heritage requirement as the core spacecraft (i.e. must the option have demonstrated flight performance)? For example, if there is an option to add a larger solar array for an additional power option, does an exact previous configuration of the proposed solar array option have to be previously flown?	No, the options are not limited to the same heritage requirement as the core spacecraft. However, the options shall have a basis for performance claims either through analysis or through demonstrated flight history.  In response to the offeror's example, an "exact previous configuration" is not what is required.
Notification POC	76	SOW	4.3.1.1.	8	"The Contractor shall notify the Government Contracting Officer, the Government resident office or the appropriate Government operations organization ...". To avoid miscommunication, we recommend a single POC, the Government Contracting Officer.	The Government does not plan to change 4.3.1.1 since the Government point of contact would depend on the event.
CDRL 14	77	MAR and SOW CDRLs	MAR Appendix D MA 2-3 and CDRL #14	MAR Page 51 CDR L Page 26	The MAR CDRL 2-3 Request for a Deviation or Waiver is redundant with CDRL #14. We recommend the MAR CDRL be deleted	MA2-3 refers to Deviations and Waivers for MRB actions only; and CDRL 14 deals with Deviations and Waivers associated with Class 1 Engineering Change Proposals.

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Two Spacecraft Developments	78	RFP	L.22(2)(c)(5) & M.3(c)(5)	87 & 96	<u>Two Spacecraft Developments</u> DRFP section L.22 (2)(c)(5), section M.3 (C)(5) as well as the DRFP cover letter include text stating that acceptable vendors demonstrate that they have completed two successful spacecraft developments. We wish to express a concern that this text can be misinterpreted to mean that an acceptable vendor has successfully developed two missions per catalog entry in contrast to successfully developing two missions overall (as suggested by later text in section L.22 (2)(C)(5)). We recommend that text clarifying this requirement is consistent throughout the RFP, and unambiguously references the two satellite requirement to corporate history, not catalog entry.	The offeror, as a company, must have a minimum of 2 successful spacecraft developments. Wording in RFP, Section L.22 will be modified.
Prime Contractor / Industry Partner	79	DRFP	L.22(2)(C)(5)		<u>Prime Contractor / Industry Partner</u> DRFP section L.22 (2)(C)(5) requests that the contractor “demonstrate primary responsibility on a minimum of two successful spacecraft developments.” However, the following paragraph requests data “verifying that they have been the prime contractor on a minimum of two successful spacecraft developments.” We suggest that the “prime contractor” language unnecessarily restricts the spirit of the requirement of demonstrating “primary responsibility”. We believe that spacecraft development performed as an ‘industry partner,’ allows for the vendors to still demonstrate primary responsibilities without formally (technically) being named the “prime contractor.” We recommend that the “prime contractor” language in section L.22(2)(c)(5) be replaced with the language used in the previous paragraph, “demonstrate primary responsibility.”	In order to avoid conflict, the RFP, Section L.22(2)(C)(5), the wording will be changed from “primary” to “prime contractor”. The purpose of this statement is to acquire contractors that have been prime contractors and not contractors who have played a primary role on a development contract.

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50 kg / 50 W Minimum Payload Capability	80	DRFP	L.22(2)(C)		<p><u>50 kg / 50 W Minimum Payload Capability</u>                      The DRFP Section L.22 (2)(c)(5) and Section M.3 (C)(6) include a S/C minimum payload mass capability of 50Kg and a minimum payload power capability of 50W. Such a requirement could be interpreted to exclude our bus, which was the basis of a highly successful and on-going NASA MIDEX mission employing a constellation approach to gathering valuable magnetospheric science; we believe that was not the intent of the RSDO in its draft language. We recommend that requiring a minimum payload mass capability alone will meet the objectives of the requirement without removing spacecraft that may have specific science capabilities from the prospective catalog offering pool. For example, a mission seeking to measure electromagnetic fields would require a spacecraft bus that did not influence the planned mission measurements, thus that spacecraft would need to operate with power levels lower than typical spacecraft. We believe that it is to the RSDO's benefit to field a catalog which will provide solutions to a wide variety of prospective missions without burdening the user community with too many choices. We respectfully submit that this can be achieved by limiting the payload minimum capability requirements to mass only and not set a payload minimum power capability requirement. We further recommend a minimum mass capability of 20Kg, as this will exclude any cubesat, but not preclude inclusion of some flight proven platforms.</p>	<p>The 50/50 capability requirement was established to ensure participation of spacecraft of a size that would be procured for NASA missions. Spacecraft submitted under Rapid III may show upgraded capability if the heritage S/C is below these limits.</p>

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Minimum Order of \$10K	81	DRFP	B.6(a)		<u>Minimum Order of \$10K</u> Provides for a minimum order of \$10,000. We believe that previous RSDO procurements had minimum delivery orders on the order of \$50,000 per catalog offering and was used for the development of spacecraft specification sheets. We highly recommend that \$10,000 is insufficient to produce a quality product data sheet for the catalog purposes, especially for multiple catalog offerings, and may discourage otherwise qualified providers from responding to the Rapid III catalog, in effect stifling competition. We request that the RSDO set a more traditional minimum order of \$50,000 per offering.	The minimum order amount will remain at \$10,000.
Pricing for CLINs 3-16	82	DRFP	L.23 (B)(1)		<u>Pricing for CLINs 3-16</u> The DRFP Section L.23 (B)(1) requests that Not-to-Exceed (NTE) prices for each proposed core system and options be provided in accordance with Section B.1. We interpret this direction to mean that the RSDO only expects proposals to include NTE prices for each spacecraft proposed and additional NTE prices for proposed options. We request confirmation that prices for CLIN numbers 3-16 are not expected to be part of the proposal response.	We expect proposals to include a NTE price for each spacecraft offered and additional NTE prices for each option offered. CLINs 3 – 6 are priced in the mission-specific delivery order (PDO) & CLINs 7 – 16 are included in the Core Spacecraft price and Not Separately Priced (NSP).
Forward Pricing #1	83	DRFP	L.23 (B)(1)		<u>Forward Pricing #1</u> The DRFP Section L23(B)(1) requests that NTE prices for each proposed core system and options be provided in accordance with Section B.1. We request that the RSDO provide guidance for forward pricing through the 5 year ordering period of the contract.	All NTE pricing must cover the entire five year ordering period.
Forward Pricing #2	84	DRFP	L.23 (B)(2)		The DRFP Section L23(B)(2) requests hourly labor rate information be provided for non-standard services in accordance with Section B.5. We request that the RSDO provide guidance for forward pricing through the 5 year ordering period of the contract.	Offerors shall provide loaded direct labor rates by labor category for each contract year.

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Delivery Schedule	85	DRFP	Section F.5		The DRFP Section F.5 specifies a system delivery schedule of 36 months ARO. The RFP could be interpreted to define the delivery schedule as inclusive of the Observatory Acceptance Review as suggested in SOW section 4.3.1.4.7 Paragraph 5. We recommend that the delivery schedule terminate at the conclusion of the Observatory Pre-Ship Review	The 36-month ARO is given as an example (i.e., the e.g. in the 1 <sup>st</sup> column). For the master contract, delivery schedule terminates after successful completion of on-orbit checkout & OAR, followed by signing of DD-250.
Timeframe for Government Approval	86	SOW			Numerous sections within the SOW refer to documents, plans, procedures, engineering change proposals, deviations, and waivers requiring government approval. There is no timeframe provided by which the government provides necessary approvals. See CDRL TABLE 1 in Attachment D for the specific SOW sections impacted. This undefined timeframe potentially undermines the validity of FFP estimates and potentially jeopardizes milestone payment schedules. Section 1.5 of the RAPID III MAR states that the Program Office will respond within 2 weeks. We request that Program Office response timeframe language be included in the applicable SOW sections.	The timeframe is identified In the SOW, Attachment D, CDRL, Section 1.2 e), which indicates Government approval is 14 days.
H.12 Launch Delay	87	Draft RFP	H.12	33	For a maximum cumulative period of 30 days per spacecraft, and regardless of fault, each party shall be responsible for and bear any and all of its respective increases in costs associated with launch delays in this provision. <u>Comment or Question:</u> Since the delay could occur at any time at the launch base, and the costs could be substantial (both launch base and mission operations staff while on travel), the contractor is faced with uncertain scope within a Firm Fixed Price contract. Moreover, the potential impacts are possibly within Government control, and by definition, out of contractor control. Given this we recommend the Government remove ambiguity by specifying the level of no-cost support or as a compromise set a shorter period, such as 7-14 days to accommodate launch delays.	The 30 Day launch delay requirement will be removed from the baseline. Therefore, the "Launch Delay", RPF Section H.12 will be applicable only at the DO level.

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Acceptance and Final Payment for Spacecraft	88	Draft RFP	I.87	52	<p>Acceptance of each spacecraft shall be accomplished by the Contracting Officer's signature on the DD Form 250. The Government may reject the spacecraft if it fails to meet any of the performance and technical requirements of this contract and delivery order</p> <p><u>Comment or Question:</u> See attached writeup "Comments and Recommendations on I.87, Acceptance and Final Payment for Spacecraft"</p> <p>As an alternative, the Government could also specify that all vendors assume a specific insurance rate (e.g. 5%) for the purpose of a given DO proposal with the understanding that there would be a on-time adjustment a few months prior to launch.</p>	<p>RFP Section I.87 will be revised in the final RFP. See responses to Questions 70, 72, and 85.</p> <p>The Government will not specify that vendors assume a specific insurance rate. Insurance is an offerors business decision.</p>
Proposal Preparation, General Instructions	89	Draft RFP	L.20	81	<p>Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b)(1) above). In addition, the Price volume of your proposal is not page limited However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.</p> <p><u>Comment or Question:</u> We recommend that acronym and abbreviation lists also be made exempt from the page count limitation.</p>	<p>We agree that acronym and abbreviation lists should be exempt from the page count limitation and the Table in the RFP, Section L.20(b), Proposal Content and Page Limitations, will be changed accordingly.</p>
TECHNICAL VOLUME Two SC	90	Draft RFP	L.22	87	<p>Contract award shall be limited to spacecraft offerors that can demonstrate primary responsibility on a minimum of two successful spacecraft developments.</p> <p><u>Comment or Question:</u> Since this is an offeror-level requirement, we recommend that it be removed from the 20 page Technical Description and placed in another part of the Technical Volume. We note that this requirement would be identical for each spacecraft offered by a single offeror.</p>	<p>We note that this requirement in the Technical Volume could lead to duplication if more than one spacecraft is proposed by an offeror. However, this requirement will remain in the Technical Volume. See responses to Questions 78 and 79.</p>
TECHNICAL VOLUME SDB & page limit	91	Draft RFP	L.22	88	<p>Small and Disadvantaged Business Contracting Plan</p> <p><u>Comment or Question:</u> We recommend that this be removed from the 20 page Technical Description.</p>	<p>The Government concurs. Changes will be made to remove this from the Technical Volume page limitation.</p>

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TECHNICAL VOLUME S&H Plan	92	Draft RFP	L.22	88	Safety and Health Plan <u>Comment or Question:</u> We recommend that this be removed from the 20 page Technical Description.	The Government concurs. Changes will be made to remove this from the Technical Volume page limitation.
Core Spacecraft Performance Specification	93	Att D CDRL list	Section 3 DID 1	11	EXCEL file "CDRL 1 enclosure.xls" <u>Comment or Question:</u> Please provide CDRL 1 enclosure.xls	See response to Question 69.
RFP	94	RFP			How will the Excel spreadsheets we need for the Core Spacecraft Performance Spec (CDRL 1 Enclosure) be provided	See response to Question 69.
RFP	95	RFP	Section L.14		Requires submission of a Safety and Health plan. Is this part of the Core Proposal submittal? Is this referring to Section 3 of the MAIP or to a separate deliverable?	The Safety and Health Plan is to be submitted with the Core Proposal. See DRFP Clause L.22(c)(8). This is a separate deliverable from the MAIP.
RFP	96	RFP	Section L.18		<i>"This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer."</i> Does this imply that there may be Core Proposal deliverables listed in the provisions but not called out in the Section L proposal instructions?	All deliverables are identified in RFP Clause B.1.
RFP/MAIP	97	RFP	Section L.22 (1.)		Indicates the need for a risk matrix. Is this required in the Technical description (20-pager) or is this referring to Section 7 of the MAIP?	A risk matrix is not required. Section 7 of the MAIP covers Risk Management Planning in MA 7-1 and a Risk List in MA 7-2.  The technical description should include any specific risks associated with the development of the offerors' Core System Spacecraft and will be included in the Technical Volume page limitation.  There are no specific Government identified risks that the offeror must address in the technical description.

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RFP	98	RFP	Section L.22 (2)c		<p>Provides the Technical Acceptability Standards in the description of the 20 page Technical Description. We are unclear if NASA GSFC intends to include the two heritage S/C information, Small Business, and Safety and Health Plan in the 20 pager.</p> <p>Where should these requested items be provided in the proposal?</p> <p>Please clarify the required items to be included in the 20-pager.</p>	<p>See responses to Questions 91 and 92 for clarification of what is excluded from the Technical Volume page limitation. The Technical Volume page limitation will be increased to 25 pages. Section L.22 will be revised in the final RFP to exclude both the Small Business Plan and Safety and Health Plan. However, spacecraft heritage information will be included in the Technical Volume page limitation.</p>
Export control	99	RFP	H.2		<p>We are unsure as to why export licenses could/would be needed in the case of an RSDO catalog buy.</p>	<p>This clause is required by the NASA FAR Supplement in all solicitations due to the possibility of foreign involvement.</p>
Performance Incentives	100	RFP			<p>Will performance incentives be used for every DO? What about in the case of a 'direct buy'?</p>	<p>The decision to use Performance Incentives will be made on a mission specific basis and will be identified in the each Delivery Order RFO, including any cases of a "direct buy."</p>
	101	RFP	Section B.5		<p>Last paragraph – States that the government reserves the right to unilaterally determine the amount of the credit. The RFP states <i>"non-standard services shall be ordered in accordance with the ordering procedures."</i></p> <p>In the case of a sole source non-standard services delivery order, how will the government unilaterally determine the credit?</p> <p>Will good faith negotiations be allowed to establish the credit/de-scope?</p>	<p>There is no pre-planned formula for how a credit would be determined. Any credit would be determined on a case by case basis for the specific DO. Unilateral decisions will be determined by the Government only when good faith negotiations could not be concluded.</p>
Latent defects	102		E.2 (k)		<p>How long will the Contractor be held liable for latent defects?</p>	<p>Until end of mission life as defined in the DO.</p>

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	103		E.7b		<p>Unless specified otherwise, risk of loss or damage to spacecraft shall remain with the contractor until, and shall pass to the Government, upon final acceptance by the Government. However, the remedies available to the Government regarding failures of the satellite on-orbit while the Contractor holds risk of loss are undefined. This type of risk may require the contractor to purchase insurance, at a substantial cost, if the remedies are not clearly defined.</p> <p>Please clarify. We suggest a change - that this term be decided at the DO level and not carried in the NTE price.</p>	<p>In accordance with RFP, Section E.7b, the risk of loss or damage to the spacecraft shall remain with the contractor until final acceptance by the Government. In accordance with RFP, Section I.87, on-orbit checkout must be successful in order for the contractor to be allowed to invoice for the unliquidated price of the spacecraft.</p>
	104		F.5		<p>If the government orders a "specific core system" will the price be negotiated? This seems inconsistent with B.2. Also, in the case of a multiple S/C order, how will the number of months be affected? Will the Contractor be required to deliver multiple S/C's all within the delivery schedule?</p>	<p>The delivery schedule provided in DRFP, Clause F.5 is "e.g." (for example). As stated in DRFP, Clause B.2, the firm fixed price is to be negotiated on each Delivery Order. The number of months for any core system would be specified in the Delivery Order, which would include multiple spacecraft.</p> <p>See also response to Question 85.</p>
	105		G.2		<p>It is stated here that the government does not have to compete an order, but makes no mention to how it will be priced.</p>	<p>The Government intends to provide all awardees a fair opportunity to be considered. However, the Government reserves the right to make award on a sole source basis following the procedures identified in the DRFP, Section G.2, Ordering Procedures.</p>
	106		H.12		<p>Is a Government delay in providing the instrument to the Contractor for integration covered under this clause?</p>	<p>No. The RFP, Section H.12 deals only with Launch Delay. Instrument delays will be covered in mission specific delivery orders.</p>
	107		I.83		<p>If the government "issues orders requiring delivery to multiple destinations," will a delivery schedule be negotiated?</p>	<p>Yes. Destinations for any multiple deliveries would be identified in the Delivery Order.</p>
	108		I.85 (g)		<p>Contractor shall bear risk of loss before delivery and to acceptance unless the Government expressly assumes the risk. When does the Contractor re-assume risk of loss after intentional ignition? (i.e. does the contractor assume risk of loss after separation from the launch vehicle? After placement in the planned orbit?)</p>	<p>Contractor bears the risk of loss prior to Government acceptance as indicated in RFP, Section I.87, paragraph 3.</p>

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Milestone Payments	109	RFP	1.86	49	Will milestone payment percentages be provided in Final RFP?	No. The total percentage of payments proposed for all events, both interim and major, shall not exceed 90%. On mission specific delivery orders a funding profile and suggested milestone payments will be provided by the Government.
RFP/MAR	110		1.87		<i>"The Government may reject the spacecraft if it fails to meet any of the performance and technical requirements of this contract and delivery order."</i> Further text indicates that spacecraft may be rejected if any piece-part doesn't meet it's specifications. Piece-part performance should not be a cause for spacecraft rejection – rather system level performance and/or margins should be the criteria. We strongly recommend that system-level mission-success criteria be defined for spacecraft acceptance, not piece-part requirements.	Agree that piece-part performance should be removed from this statement. The words "piece-parts" will be removed from the final RFP 1.87 (a).  See responses to Question 72.
Government Insight and Surveillance	111	SOW	4.3.1.1		<b>Review comment</b> The government wants us to understand that they want insight without authority. That insight can be provided in a number of ways. 3 <sup>rd</sup> Paragraph states that the specific insight will be included in the "Mission Specific DO". So the cost of the "Core Spacecraft" will not have a cost associated with it for DCMA involvement. In addition the MAIP will clearly state that there is no DCMA mandatory source inspection or in-process inspections required.	In accordance with SOW, 4.3.1.1, "Government Insight and Surveillance," insight will be defined in the mission specific Delivery Order and should not be priced at the master contract level.
Government Insight and Surveillance	112	SOW	4.3.1.1		<b>Review comment</b> Originally was concerned that "...shall notify...of operations or tests...needed more clarification. After more thought we accomplish this through a variety of communication including Program Monthly review, providing master schedules and Government participation in meetings. No further action required	No further action is required.

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NDA	113	SOW	4.3.1.2		Presumably this applies during a competitive phase, as in AO's prior to final down select. However it leaves undefined "improper dissemination" and provides no limits on the period of protection. It is suggested that a sentence like the following be added: "Specific protection requirements will be documented in a non-disclosure agreement (NDA) as appropriate between the Contractor and Principal Investigator."	The Government does not coordinate NDAs.  See RFP, Section G.4, "Additional Ordering Procedures for Contingent Orders", and Clause I.89, "Access to Sensitive Information."
Tracking Changes	114	SOW	4.3.1.4		Specifies tracking changes to design parameters (such as weight, power profile, communications, system performance, etc.) and tracking resource allocations and margins (e.g. telemetry, commands, power, weight, data storage, processor capability, etc.). Tracking all of these on a monthly basis is inefficient and unwarranted. Suggest that instead these should be updated at least every three months or when "significant" changes are made.	No change will be made in this wording in the SOW, 4.3.1.4, "Spacecraft Project Reviews."  Mission specific delivery orders may specify different review criteria.
SC Payback	115	Contract	I.85 I.87		Please clarify the Spacecraft Payback/Replacement obligations as it relates to the following clauses in the Draft RFP:  <ul style="list-style-type: none"> <li>• I.85 52.232-32 Performance-Based Payments</li> <li>• I.87 Acceptance and Final Payment for Spacecraft</li> </ul>	There is no Payback/Replacement clause. See response to Question 71.
NTE item ident	116		L.23, para. (1)	92	It is not clear what documents (or Appendices?) are being referred to for the NTE price.  Can specific CDRL numbers or Appendix letters be used to identify what items to include in the NTE Price?	This will not be changed in the RFP, Section L.23(1).  See RFP, Section L.22.2(d), Appendices A, B and C; and SOW, 4.1.1, Core Spacecraft.

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T52.246-2-INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)	117	RFP	SEC E.2		While normally this clause is acceptable, many of the provisions do not apply to launched spacecraft/observatories, particularly if acceptance is taken by the Government on-orbit. Is it envisioned that there would be a preliminary acceptance at the Pre-Ship Review. If this is the case, this clause should only apply only to the Satellite prior to launch and to any ground equipment. After launch, the Government's remedies for degraded performance of the Satellite on-orbit are the performance incentives discussed above. In addition, we suggests that the reference under paragraph (k) to latent defects should be deleted for the satellite for the reasons stated in the previous sentence and that a one year standard one-year warranty should apply to any ground products delivered. We also suggests that under paragraph (l) the reference to other "rights and remedies provided at law" should be deleted since all remedies and rights should be specified within the four corners of the contract.	<p>It is not envisioned that there would be a preliminary acceptance at the Pre-Ship Review.</p> <p>Not all DOs will have performance incentives. It is not planned to use performance incentives to remedy degraded spacecraft performance. The Government will decide the use of incentives for each mission specific delivery order and identify in the DO the application of performance incentives.</p> <p>RFP, Section E.2 (k), will not be edited to delete "latent defects."</p> <p>RFP, Section E.2 (l), will not be edited to delete the reference to other "rights and remedies provided at law."</p>
Title to Spacecraft	118	RFP	E.7		We agree that acceptance, title, and risk of loss or damage to the spacecraft could pass after in-orbit testing, however it should be noted that this would require us to purchase launch and in-orbit insurance which could only be priced at the delivery order level and may not be able to be negotiated as firm fixed price until the launch policy is purchased. In addition, title should also pass to the Government at the time in the event of a total loss caused by the Government-furnished launch vehicle or a constructive total loss of the satellite caused either by the satellite or the launch vehicle, in which case, the Government would receive the insurance proceeds. If there is a partial loss of the Satellite, the Government should still accept the satellite and the Government would receive compensation for degraded performance, if any, in accordance with Performance Incentive article. This would be true for Clause I.87, as well.	<p>The Government does not require offerors to purchase insurance.</p> <p>See RFP, Section I.87, "Acceptance and Final Payment for Spacecraft," for loss due to Government furnished launch vehicle.</p> <p>Also see response to Question 70 regarding planned use of incentive clause.</p>

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52.232-32 PERFORMANC E-BASED PAYMENTS (JAN 2008)	119	RFP	1.85		Paragraph (f) regarding title, states that "Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract". We note that this provision is in contradiction with Clause E.7 above. In addition Paragraph (j)(2)(i) states that remedies afforded the Government "(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract". We would request deletion of this subparagraph since all rights and remedies should be specified in the contract, except in cases of fraud or willful misconduct.	Title refers to Right of Ownership vs Acceptance.
Acceptance And Final Payment For Spacecraft	120	RFP	1.87		We agree that acceptance could occur after Observatory (Post-launch) Acceptance Review (OAR), but given the limited ability to correct problems on launched satellites, the Government could not reject the satellites. Instead, as noted in the comments made on Clause E.2 above, the Government would take acceptance and title to satellite which is a partial loss, subject to remedies specified in Clause B.3, Performance Incentives; or, in the case of a total loss or constructive loss of a satellite, the Government would receive insurance proceeds in accordance with the comments made in Clause E.7 above. We also note that it is virtually impossible to verify "all performance and technical requirements" on-orbit; but rather the Satellite would be checked out by verifying a subset of requirements in accordance with a verification plan for on-orbit testing	See RFP, Section I.87, Acceptance and Final Payment for Spacecraft. The Government plans to award contracts with the expectations that the delivered product will meet requirements.  The Government expects that any performance characteristic that is not possible to verify in-orbit shall have been verified at some point in the spacecraft development flow prior to launch.  See response to Question 117. In accordance with RFP, Clause E.2 (f), the Government has the right to either reject or require correction for non-conformance.  Not all DOs will have performance incentives. It is not planned to use performance incentives to remedy degraded spacecraft performance. The Government will decide in the DO the application of technical performance incentives.
Intellectual Property	121				We note that SC vendor would be providing information regarding any data or software deliverables that will be provided to the Government with limited or restricted rights.	Information regarding any data or software deliverables must be provided to the Government in accordance with applicable contract clauses.