

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 14

2. AMENDMENT/MODIFICATION NO. 0003 3. EFFECTIVE DATE 02/19/2009 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE Federal Communications Commission
445 12th Street, SW
Washington, DC 20554 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
ALL PROSPECTIVE OFFERORS 9A. AMENDMENT OF SOLICITATION NO. (X)
SOL09000002 9B. DATED (SEE ITEM 11)
11-20-08 X 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 11)

CODE FACILITY CODE 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

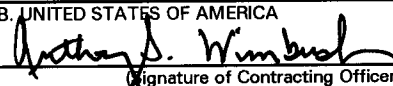
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
This Amendment serves to provide responses to questions received subsequent to the release of the solicitation and to extend the Closing Date of the Solicitation. Accordingly, see attached pages.

The Closing Date of the solicitation is hereby extended to March 31, 2009. There are additional questions that will be responded to in a subsequent solicitation amendment. Sufficient time for all prospective offerors to receive the Government's responses and submit respective responsive proposals to the RFP, as amended, will be granted. Information concerning the pre-bid/pre-proposal conference will also be provided in a subsequent amendment. prospective offerors may contact Mr. Tony Wimbush @202-418-0932 with questions or concerns regarding this matter.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anthony S. Wimbush, Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 02/19/2009

Questions and Responses (Amendment 3)

Q1: (AMENDMENT 3)

With regards to the subject solicitation, when do you anticipate that you will hold the Pre-Bid/Pre-Proposal Conference, currently indicated as "TBD" in the current RFP? Will this be posted as an amendment on FBO?

R1: A date and location for the pre-bid conference has not yet been determined. Once the date and location has been determined, prospective offerors will be notified in a subsequent amendment. Also See Amendment 1, R 4.

Q2: (AMENDMENT 3)

RFP p. 35, Item B(2) reads, in part, "The Contractor shall provide written certification by one of its officers that it is in compliance with the neutrality criteria set forth in the FCC Orders and rules identified in Paragraph 1 above" However, Paragraph 1 on p. 35 references no such orders or rules. Please advise.

R2: Clause H.3, Confidentiality and Conflict of Interest and Neutrality Requirements, Paragraph B, Conflict of Interest and Neutrality Requirements, Pg. 35, has been updated to reflect the following. Accordingly, see attached Replacement Page 35 which reflects this change in Clause H.3. Also see attached Attachment 1.5, Neutrality Criteria Certification, which is to be used for neutrality certification purposes. Lastly, see attached Replacement Page 49, Part III – List of Documents, Exhibits and Other Attachments, that is updated to include Attachment 1.5.

B. CONFLICT OF INTEREST AND NEUTRALITY REQUIREMENTS

1. The Contractor is committed to providing high quality service to the Commission that is free from bias, personal and organizational conflicts of interest, unprofessional conduct, and is otherwise in compliance with the FCC's specified neutrality requirements. During the period of contract performance, the Contractor shall refrain from providing services to any person or entity that would result in an actual or potential conflict of interest with the performance of this contract with the FCC or otherwise be in conflict with the neutrality criteria.

2. During the period of contract performance, the Contractor shall refrain from providing services to any person or entity that would result in an actual or potential conflict of interest, or raise the appearance of impropriety, with respect to the subject matter of this contract and the services provided there under or would conflict with any of the neutrality criteria. During the period of contract performance, the Contractor shall further refrain from providing services to any person or entity with respect to any matter indirectly relating to this contract without first providing a detailed written explanation of the proposed services to be rendered and obtaining the express written consent of the

Contracting Officer in connection therewith. Furthermore, for a period of twelve (12) months following the termination date of the contract, the Contractor agrees that it will not perform services for any individual or entity that may raise an actual or potential conflict of interest (including circumstances that may raise the appearance of impropriety) with respect to work performed for the FCC under this contract without first obtaining a written consent of the Contracting Officer, whose consent will not be unreasonably withheld. (The termination date is defined as the date on which final payment by the United States is made on the contract.) These provisions apply to all Contractor personnel, subcontractors, consultants, representatives and any other individuals who have been engaged to perform any aspect of the contract work or who have been given access to any confidential/proprietary data.

3. The duties and responsibility of the Administrator include, but are not limited to, the collection of payments from telecommunication service providers and the distribution of payments to providers of interstate TRS and other entities designated by the Federal Communications Commission. Because a relationship with any such entities could result in an actual or potential conflict of interest (or, at a minimum, create the appearance of impropriety), the Administrator may not be an affiliate of any of the entities from which it collects or distributes payments.

4. The Contractor certifies that it is in compliance with the neutrality criteria set forth in the FCC Orders and rules identified herein and that it has submitted any information required by the Commission to demonstrate such compliance. The Contractor recognizes that the failure to disclose any actual or potential conflict of interest or other information affecting its compliance with the neutrality criteria to the satisfaction of the FCC may render it ineligible for award or, if necessary, subject to contract termination.

5. The Contractor shall provide written certification by one of its officers that it is in compliance with the neutrality criteria set forth in the FCC Orders and rules identified herein and that it has submitted any information necessary to demonstrate such compliance. The contractor recognizes that the failure to disclose any actual or potential conflict of interest or other information affecting its compliance with the neutrality criteria to the satisfaction of the FCC, may render it ineligible for award, or, if necessary, subject to termination.

Q3: (AMENDMENT 3)

RFP p. 20, 2nd para. reads, in part, "The administrator will also request, as necessary, data from the States." What data, specifically, would the Administrator obtain from state government agencies?

R3: State data is required by the Administrator to calculate rates pursuant to the MARS Plan. See *In the Matter of Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, CG 03-123, Report and Order and Declaratory Ruling, 22 FCC Rcd 20140 (2007).

Q4: (AMENDMENT 3)

RFP p. 22, Item K – Shall the Administrator maintain the TRS web pages on its own web site, as the current Administrator does?

R4: The Administrator should maintain its TRS web pages in an efficient manner that allows it to perform its functions and provides necessary information to users and the public as appropriate.

Q5: (AMENDMENT 3)

RFP pp. 58-59, Sections B(1) and B(2)

Section B(1) reads, in part, "Offerors are required to describe their recent and relevant *funds management past performance history* on contracts of similar size, scope, and complexity to the current requirement" (*ital. added*). Section B(2) reads, in part, "Offerors are required to describe their corporate *funds management experience* on contracts of similar size, scope, and complexity to the current requirement (*ital. added*). Offerors shall describe their recent and relevant corporate experience that is similar to the current requirement."

How, specifically, do these requirements – B(1) vs. B(2) – differ? Are proposers required to provide three references or six references, in total?

R5: Past performance is what you have done before, how much, and for how long. Past experience refers to how well you performed, usually as indicated by a customer review or evaluation. Prospective offerors are to provide up to three (3) comparable efforts each for the two (2) respective criteria. It is conceivable that a prospective offeror may include the same reference in both criteria.

Q6: (AMENDMENT 3)

Attachment A, p. 18, Section 1.5.0 (Audit Compliance) – Should independent auditors' fees be included in vendors' price proposals?

R6: Independent auditor's costs/fees shall not be included in the proposed pricing submission. Costs/fees associated with independent audits will be invoiced separately and paid from the TRS fund.

Q7: (AMENDMENT 3)

Attachment A, p. 9, Section 1.3.2 – Will the current Administrator (NECA) be required to file the annual Interstate Telecommunications Relay Services Fund Payment Formula and Fund Size Estimate by May 1, 2009 for the July 1, 2009 to June 30, 2010 period?

R7: The entity that performs the calculations for the upcoming fund year depends on when the contract is awarded. The procurement provides for a ninety-day transition period to facilitate the change of Administrators. It is possible that the transition will overlap the fund year preparations.

Q8: (AMENDMENT 3)

RFP p. 24, 3rd item (Audits of Administrator) – What are "audits of administrator," if not audits of providers and contributors?

R8: The FCC is requiring as part of this contract that the Administrator procure an independent audit of the Fund as part of its adherence to the contract. The cost of this audit will be paid directly from the Fund. The procurement of the audit firm will be subject to the review and approval of the FCC.

Q9: (AMENDMENT 3)

FedBizOpps regarding SOL09000002 – The column along the right side of this webpage shows a response date of February 13, 2009; however, the solicitation itself indicates a response date of January 30, 2009. Please advise.
<https://www.fbo.gov/index?s=opportunity&mode=form&id=78c9199ced068e20bb33b68d886d0dc9&tab=core&cvview=1&cck=1&au=&ck>

R9: The FBO website page has been updated to reflect the extended response date of March 2, 2009. Also see Amendment 2 and Question #28.

Q10: (AMENDMENT 3)

RFP pp. 16-19, Section 5: Please provide samples of the reports described in this section.

R10: Procurement documents specify what information the Administrator must provide in reports. Once awarded, the contractor will have access to current format. Much of the information on reports is covered by 64.604(c)(3)(iii)(I) which states: "The administrator shall keep all data obtained from contributors and TRS providers confidential and shall not disclose such data in company-specific form unless directed to do so by the Commission." In the interim, some forms are available for public inspection at https://www.neca.org/portal/server.pt/gateway/PTARGS_0_0_307_206_0_43/https%3B/prodnet.www.neca.org/source/NECA_Resources_216.asp

Q11: (AMENDMENT 3)

RFP p. 56: Please confirm that proposers who do not plan to use subcontractors are not required to include a subcontracting plan in their proposal.

R11: As stated in the RFQ, if an offeror intends to use subcontractors or consultants to perform any of the TRS administration functions, then the offeror shall submit a subcontracting plan.

Q12: (AMENDMENT 3)

Please provide a copy of the procedures followed by the current Administrator.

R12: Procedures used by the current Administrator are not available.

Q13: (AMENDMENT 3)

[Contractor] requests that the Commission extend the proposal deadline ... to at least 25 days after responses to bidders questions are posted.

R13: The RFP closing date was extended through March 2, 2009 via Amendment 2. Subsequent to addressing all outstanding questions, the Contracting Officer may further extend the RFP closing date to allow sufficient time for prospective offerors to review the Government's responses and to submit responsive proposals to the RFP, as amended.

Q14: (AMENDMENT 3)

RFP p. 14, 3rd bullet: "Maintain all TRS Funds in Federal Investment Securities in accordance with OMB Circular A-1 1." Please clarify: Is the Contractor required to make *all* investments in federal investment securities *and* in accordance with OMB A-11, or, rather, is the Contractor permitted to invest in various securities of which the federal securities are to be made in accordance with OMB A-11?

R14: All invested funds must be in Treasury Securities.

Q15: (AMENDMENT 3)

NECA's website indicates that they have made presentations to NASRA in 2005 and 2008. These presentations would take time and money to prepare and attend.

Can it be assumed that the Administrator will not be required to include in its fixed price the cost of attending any presentations outside of the Advisory Council and Scheduled meetings with the FCC?

R15: Yes. Pricing for only those meetings identified in this solicitation shall be included in your pricing proposal submission.

Q16: (AMENDMENT 3)

Based on our extensive dealings with banks, we know that they arrive at the pricing of their service charges in conjunction with the amount of interest they pay on monies on

deposit. In other words, they price their products looking at the entire banking relationship. We understand that interest earned on the Fund is to be credited to the Fund. It would therefore seem to be a conflict of interest for the Administrator to have to bear the cost of bank charges, given that they are negotiated with the Bank in conjunction with rates of return on surplus funds. The Administrator could easily negotiate zero bank charges, by having the rate of return on surplus funds reduced accordingly. We strongly recommend that the bank charges be borne by the Fund to avoid this conflict of interest. The Administrator would then negotiate with the Bank the best possible combination of rates of return on surplus funds and bank charges.

Can you confirm that bank charges on the TRS Fund accounts are to be borne by the Fund and are not to be borne by the Administrator as part of its fixed price?

R16: The Fund will bear these costs.

Q17: (AMENDMENT 3)

Paragraph 10 of Section 1.3.5 of Appendix A of the RFP notes that the Administrator is required to co-ordinate meetings of the Advisory Council which shall meet a minimum of twice per year. According to Paragraph 11 of the same section, costs for the council members to attend the meetings are to be reimbursed by the Administrator.

Can third party costs (other than Administrator staff time) related to hosting meetings of the Advisory Council be outside of the fixed fee quote? Such costs are beyond the control of the Administrator and should not be included in the fixed fee.

R17: Costs/fees to third parties as identified and associated with Advisory Council meetings are not to be included in the proposed pricing submission. Such Costs/fees will be invoiced separately by the Advisory Council attendees and paid from the TRS fund. Additionally, third party cost/fess related to the hosting of meetings of the Advisory Council will be invoiced separately by the Administrator and paid from the TRS fund.

Q18: (AMENDMENT 3)

47 CFR 64.604(c)(5)(iii)(H) notes that the Advisory Council is to meet at least twice per year, but perhaps more frequently if required. Each additional meeting requires extra planning time and meeting costs on behalf of the Administrator.

Can it be assumed for purposes of the fixed cost pricing that there will be only two meetings of the Advisory Council per year, with costs related to additional meetings, if required, to be extra?

R18: Yes. Two (2) Advisory Council meetings are expected and the pricing for them shall be included as part of your pricing proposal submission.

Q19: (AMENDMENT 3)

If external legal expertise would ever need to be hired in order to collect accounts receivable or deal with bankruptcy proceedings of a carrier or service provider, could these legal costs be considered to be in addition to the fixed price contract?

R19: Yes.

Q20: (AMENDMENT 3)

Page 65 and 66 of the RFP note the Technical Evaluation Factors: Subfactor 1F notes that a small business will receive up to an additional 15 evaluation points. There is no other mention of evaluation points in the document.

Can you please provide details as to the weighting of evaluation points and total possible evaluation points that can be earned?

R20: No additional details of regarding the weighting of evaluation points and total possible evaluation points that can be earned will be revealed.

Q21: (AMENDMENT 3)

Section L.4 on page 55 of the RFP notes in (a) that the offeror should submit one copy of the completed, signed offer (Sections A through K) of the solicitation package.

Can you please confirm whether it is only the one page (page 1) called Solicitation, Offer and Award that is to be included in the response, or whether other pages from the RFP document (such as section K on pages 50 to 53 of the RFP) are to be included in the response as well? We are confused as to what is meant by the **bracketed request for "Sections A through K" of the instructions in L.4.**

R21: In addition to the other proposal submission requirements identified, each prospective offerors shall submit one (1) copy of the completed and signed document that includes Sections A through K. In other words, each prospective offeror must complete and sign, where applicable, and submit Pages 1 through 53 with their respective proposal submission.

Q22: (AMENDMENT 3)

Section B1 on page 58 of the RFP asks for up to three comparable efforts under the heading "past performance". Section B2 on page 59 asks for up to three comparable efforts under the heading "corporate experience". Given the limit on three for each, and the similarity of the required content, it would appear that this is duplication. We can't distinguish the differences between the two requirements.

Can you please help us to distinguish the difference between the "past performance" experience and the "corporate experience" that you are requesting in sections B1 and B2 on page 58 and 59 of the RFP document? Given their similarities, it would appear that perhaps you are asking for six (3+3) different examples in total. Is this correct?

R22: See R #5.

Q23: (AMENDMENT 3)

We are constituted as a partnership. For long-term projects like this one, we often create wholly owned subsidiary corporations to enter into the contract. Financial Guarantees are provided by the partnership to the subsidiary and to the contracting authority.

Would the FCC consider contracting with a newly-created corporation that was a subsidiary of our main body if guarantees as to financial stability and performance were provided by the main body?

R23: As applicable, entities may submit offers in accordance with the terms of this solicitation and in accordance with the Federal Acquisition Regulation (FAR). This solicitation and any resultant award is in accordance with FAR Part 15 (Contracting by Negotiation) procedures and is a full and open competitive procurement in accordance with FAR Subpart 6.1 (Full and Open Competition) and Section 6.102 (b) (Competitive Proposals).

Q24: (AMENDMENT 3)

Attachment 1 and 2 of the RFP contain information that needs to be filled in at some point by the contractor.

Do attachments 1 and 2 to the RFP need to be completed and submitted with the response?

R24: No. Attachments 1, 2a, and 2b are to be completed and submitted by the successful offeror postaward.

Q25: (AMENDMENT 3)

Will the deadline for submission be extended to allow for time to hold a vendor's briefing meeting and to allow time for the FCC to respond to these questions and for us to incorporate the answers into our submission?

R25: Yes.

Q26: (AMENDMENT 3)

We understand that the billing and collection cycle for budget purposes runs from July 1 to June 30. We also understand that the FCC has a September 30th year end and wonder if the year end of the Fund is June 30th or September 30th.

What is the year end of the Fund?

R26: The Fund year ends on September 30th.

Q27: (AMENDMENT 3)

Can you confirm that handling consumer complaints of TRS Service Providers is not part of the mandate of this RFP?

R27: Assuming this questions refers to consumer complaints *about* TRS providers, The Commission and State commissions handle TRS consumer complaints. In some instances, these agencies may contact the Administrator in their efforts to resolve complaints; however, the RFP does not require the Administrator to handle consumer complaints about providers.

Q28: (AMENDMENT 3)

We understand that work obtained under the US governments GSA requires a fee to be paid (IFF) of 0.0075 per dollar of revenue each month.

Can you tell me if this contract will be issued under the GSA arrangements.

R28: No. This requirement is being solicited, evaluated, and awarded under FAR Part 15 procedures (Contracting by Negotiation). It is not being solicited, evaluated, and awarded under FAR Part 8 procedures (Required Sources of Supplies and Services) and FAR SubPart 8.4 procedures (Federal Supply Schedules).

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to any Contract personnel assigned to perform work under this Contract following award.

Requests for the use of any non-public information obtained during, or resulting from, the performance of the Contract must be addressed in writing to, and approved in writing by, the Contracting Officer. In the event the Contractor is issued a subpoena, court order, or similar request seeking information related to this contract, the Contractor will notify the Contracting Officer in writing within one calendar day of knowledge or receipt of such request, whichever is sooner.

The prohibition on disclosure of information described above is an ongoing obligation of the Contractor and Contract personnel and does not terminate with completion of work under this Contract or, with respect to Contract personnel, upon conclusion of an individual's employee/consultant/representative relationship with the Contractor or its subcontractor(s).

B. CONFLICT OF INTEREST AND NEUTRALITY REQUIREMENTS

1. The Contractor is committed to providing high quality service to the Commission that is free from bias, personal and organizational conflicts of interest, unprofessional conduct, and is otherwise in compliance with the FCC's specified neutrality requirements. During the period of contract performance, the Contractor shall refrain from providing services to any person or entity that would result in an actual or potential conflict of interest with the performance of this contract with the FCC or otherwise be in conflict with the neutrality criteria.
2. During the period of contract performance, the Contractor shall refrain from providing services to any person or entity that would result in an actual or potential conflict of interest, or raise the appearance of impropriety, with respect to the subject matter of this contract and the services provided there under or would conflict with any of the neutrality criteria. During the period of contract performance, the Contractor shall further refrain from providing services to any person or entity with respect to any matter indirectly relating to this contract without first providing a detailed written explanation of the proposed services to be rendered and obtaining the express written consent of the Contracting Officer in connection therewith. Furthermore, for a period of twelve (12) months following the termination date of the contract, the Contractor agrees that it will not perform services for any individual or entity that may raise an actual or potential conflict of interest (including circumstances that may raise the appearance of impropriety) with respect to work performed for the FCC under this contract without first obtaining a written consent of the Contracting Officer, whose consent will not be unreasonably withheld. (The termination date is defined as the date on which final payment by the United States is made on the contract.) These provisions apply to all Contractor personnel, subcontractors, consultants,

representatives and any other individuals who have been engaged to perform any aspect of the contract work or who have been given access to any confidential/proprietary data.

3. The duties and responsibility of the Administrator include, but are not limited to, the collection of payments from telecommunication service providers and the distribution of payments to providers of interstate TRS and other entities designated by the Federal Communications Commission. Because a relationship with any such entities could result in an actual or potential conflict of interest (or, at a minimum, create the appearance of impropriety), the Administrator may not be an affiliate of any of the entities from which it collects or distributes payments.

4. The Contractor certifies that it is in compliance with the neutrality criteria set forth in the FCC Orders and rules identified herein and that it has submitted any information required by the Commission to demonstrate such compliance. The Contractor recognizes that the failure to disclose any actual or potential conflict of interest or other information affecting its compliance with the neutrality criteria to the satisfaction of the FCC may render it ineligible for award or, if necessary, subject to contract termination.

5. The Contractor shall provide written certification by one of its officers that it is in compliance with the neutrality criteria set forth in the FCC Orders and rules identified herein and that it has submitted any information necessary to demonstrate such compliance. The contractor recognizes that the failure to disclose any actual or potential conflict of interest or other information affecting its compliance with the neutrality criteria to the satisfaction of the FCC, may render it ineligible for award, or, if necessary, subject to termination.

Attachment 1.5

NEUTRALITY CRITERIA CERTIFICATION

I, _____, a duly authorized officer of [OFFEROR] hereby certify that [OFFEROR]:

1. is a non-governmental entity that is impartial and not aligned with any particular telecommunication industry segment;
2. is not an affiliate of any telecommunications service provider(s) as defined in the Telecommunications Act of 1996. "Affiliate" is a person who controls, is controlled by, or is under the direct or indirect common control with another person. A person shall be deemed to control another if such person possesses, directly or indirectly –
 - (A) An equity interest by stock, partnership (general or limited) interest, joint venture participation, or member interest in the other person ten (10%) percent or more of the total outstanding equity interests in the other person, or
 - (B) The power to vote ten (10%) percent or more of the securities (by stock, partnership (general or limited) interest, joint venture participation, or member interest) having ordinary voting power for the election of directors, general partner, or management of such other person, or
 - (C) The power to direct or cause the direction of the management and policies of such other person, whether through the ownership of or right to vote voting rights attributable to the stock, partnership (general or limited) interest, joint venture participation, or member interest of such other person, by contract (including but not limited to stockholder agreement, partnership (general or limited) agreement, joint venture agreement or operating agreement), or otherwise;
3. has not issued and does not intend to issue a majority of its debt to, nor does it derive a majority of its revenues from, any telecommunications service provider. "Majority" shall mean greater than 50 percent, and "debt" shall mean stocks, bonds, securities, notes, loans or any other instrument of indebtedness; and
4. is not subject to undue influence by parties with a vested interest in the outcome of TRS administration and activities.

SIGNATURE BLOCK:

NAME: _____

OFFICE: _____

DATE: _____

ATTACH EVIDIENCE OF AUTHORITY: _____

This certification must be included for any proposed subcontractor.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>Pages</u>
A	TRS Fund Administrator Functional Requirements		
1	Non-Disclosure Agreement	N/A	1
1.5	Neutrality Criteria Certification	N/A	1
2	FCC FORMS:		
	a. FCC A-200, FCC Computer System Application Access Assignment Form	Jul. 2002	2
	b. FCC A-600, Contract Personnel Record	Apr. 2003	4
3	FCC Instruction #1479.3, Computer Security Program Directive	Jul. 2012 (Effective thru 10/07)	54
4	Contracting Officer's Technical Representatives (COTR & TPOC) Delegations		TBD
5	Quality Assurance Surveillance Plan (QASP)		TBD
6	FCC Policy Statement on the Prevention of Workplace Violence	Jun. 2003	1
7	FCC Instruction #1139 "Management of Non-Public Information	March 2012	6
8	Past Performance Questionnaire	N/A	2
9	Accessibility Standards, Section 508 of The Rehabilitation Act (by reference only)		