

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. A00003		3. EFFECTIVE DATE 03/12/2009	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE			

Federal Communications Commissions/CPC
445 12th Street SW
Washington, DC 20554

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ALL POTENTIAL OFFERORS	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. RFQ# 09000031
	<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11)
	<input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. <input type="checkbox"/> 10B. DATED (SEE ITEM 13)
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

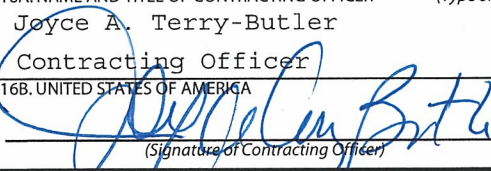
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This solicitation is hereby being amended to respond to additional questions:
Please see attached sheet for questions and answers.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joyce A. Terry-Butler Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 3/12/2009

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

- (a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
 - (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
 - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
 - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
 - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
 - (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Item 9, (Amendment of Solicitation No. - Dated), and 10, (Modification of Contract/Order No. - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries.
 - (1) Accounting classification
Net increase \$

- (2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) Item 14 (Description of Amendment/Modification).
 - (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document
 - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
 - (i) Total contract price increased by \$
 - (ii) Total contract price decreased by \$
 - (iii) Total contract price unchanged.
 - (3) State reason for modification.
 - (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
 - (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
 - (i) A reference to the letter determination; and
 - (ii) A statement of the net amount determined to be due in settlement of the contract.
 - (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Q: SOW VI.a. Key Personnel (p. 13). Please clarify which of the labor categories described in this section are considered “key personnel.”

A: Key personnel include labor categories for Partner/Principal/Director/Senior Audit Manager/Manager and Supervisory senior for both financial and IT.

Key personnel are to be determined by the offeror. Key personnel to be identified by the offeror would be the most essential members of the audit team for completion of the audit. For example, an offeror might designate a statistician or a technical expert in auditing information systems and information security as key personnel. An offeror could also designate all of the staff expected to work continuously on the audit as key personnel. The determination of key personnel, if any, is entirely the offeror’s decision.

Q: The “Past Performance Contact Information Sheet” asks for the following information for the Past Performance Reference itself:

Name of Company/Organization Receiving Services

Address

Telephone

Fax

Do you want us to provide a generic phone number/fax for the entire agency/company? Or is there a specific POC for which you would like us to provide this information (e.g. COTR, CO, best POC)?

A: Offerors must provide the name of the COTR for the references in addition to the items listed above.

In other words, please provide contact information for a specific POC (e.g., COTR) in addition to generic information for the organization receiving services.

Q. Section B, Information Security (p. 31) states: “Contractor IT equipment utilized under this task order is configured for the data, information, and system security requirements in accordance with FCC standard operating procedures.” Please provide these standard operating procedures.

A. The first two paragraphs of Section B, Information Security (p. 31) will be deleted.

Q. Please provide a copy of the Non-Disclosure Agreement referenced in **Section B, A.1 (p. 32)**.

A. Copy attached

Q. Due to applicable professional standards, please begin subsection 4 of the Confidentiality provision on **page 33** with the words “Except for information included in the Contractor's working papers,”.

A. This change will be made.

Section B, B.3, Conflict of Interest (p. 33) states: “The Contractor must submit with its quotation a certificate containing the following information:... Name, address, and telephone number of any client of the Contractor, and a description of the services rendered, if, in the 2 years preceding the date this solicitation was issued, services were rendered to such client, public or private, relating directly or indirectly to the subject matter of the services to be provided to the FCC under the instant contract... (etc.)”

Q. Where should contractors include this information?

A. **This should follow the offeror’s statement of independence.**

Q. Will this information count against the page limits for the technical volume?

A. **No.**

Q. On page 39, please identify the “appropriate FAR data rights clause” that is incorporated by reference.

A. **The standard data rights clause, FAR 52.227-14, Rights in Data—General, will be used.**

Q. **Section C, RFQ Submission Requirements (p. 42)** requires offerors to “complete and submit the Quotation Cover Page and Past Performance Contact Information Sheets, which are attachments to this RFQ.” Will these contact information sheets count against the page limit?

A. **No.**

Q. **Section C, RFQ Submission Requirements (p. 42)** states: “The technical quote shall not exceed fifty-five (55) pages.” The page limits for the individual sections listed in Section D add up to 50 pages. Please confirm that Factor II B, Independence and Quality Control, is limited to 5 pages (thus reaching the 55 page total limit).

A. **Five pages were expected to be sufficient for the independence statement. However, more than five pages may be submitted when identifying and explaining conflicts of interest (actual or potential). Pages for this purpose shall not be counted towards the limit of 55 pages. Additionally, copies of the contractor's most recent peer review, related letter of comment and contractor's response to the comments provided under Factor II B will be excluded from the 5 page and 55 page limits.**

Q. Section D, Evaluation Factors (p. 44). This section states that Evaluation Factor III is price. However, there is no information about how price will be evaluated on the following pages. Are there any specific requirements for this section (other than those provided in Section B)?

A. As this is a labor hour contract, final price will not be determined until contract completion. In the context of the evaluation criteria, price refers to the hourly labor rates. This factor is not assigned a score and will only be evaluated in the event competing proposals receive the same technical scores. In that event, labor rates would be considered with all of the other evaluation criteria in making a selection. Again, price – hourly rates – is not the primary consideration.

Q. Section D, Factor II B (p. 48). Please clarify past performance requirements. Specifically:

Is the information requested in this section in addition to the information offerors are to provide in the Past Performance Contact Information Sheets?

Or should this section of the proposal consist only of the completed Past Performance Contact Information Sheets?

A. This evaluation factor does not require additional information. The Past Performance Contact Information Sheets will be sufficient. If an offeror chooses to provide more, it should fall within the 55 page limit.

Q. Section D, Factor II B (p. 48) states: “Offerors shall list of all of their past or present contracts with Federal Government agencies for financial statement audit services and FISMA evaluations on which they have performed services in the last three years. Include the contract number, contract value, contract type, and contract term.” We have performed hundreds of such engagements in the past 3 years. Is it acceptable to provide a minimum of three past or present contracts?

A. Yes. It would be acceptable to state that hundreds of such engagements were performed in the past 3 years and provided three of the past or present contracts.

Q. Please provide total fee and level of effort for the FY2008 FCC financial statement audit and FISMA evaluation (or the most recent fiscal year for which this information is available).

A. This is not available.

Q. Were there any modifications to the most recent contract to perform the FCC financial statement audit and FISMA evaluation? If so, please describe the nature and amounts of these modifications.

A. No.

Q. Did the predecessor auditor perform visits to field locations? If so, please provide the locations visited during each of the past 3 years.

A. Within the past 3 years, the predecessor auditor performed field visits to USAC contractors with operations in New York, NY and New Jersey.

NON-DISCLOSURE AGREEMENT

I, _____, as an employee/subcontractor/consultant/representative of _____ (Contractor), operating under the terms and conditions of Contract No. _____ with the Federal Communications Commission (FCC), understand that during the course of performing duties relating to such contract or subcontract, I may be furnished or provided access to non-public information that is the property of, submitted for review or evaluation by, or collected or results from the performance of the contract between _____(Contractor) and the FCC, and that such confidential/proprietary information shall be used only as directed.

I certify that I will not disclose any non-public information to any Contractor employees nor to any non-contractor personnel except those who have been authorized in writing by the FCC to receive such information and who have executed the same or similar Non-Disclosure Agreement. This agreement shall not be assigned, delegated nor any right or duty hereunder be transferred to any other individual or organization. I understand that the prohibition on disclosure of the protected information is an ongoing obligation and does not terminate with completion of the contract work.

CONFLICT OF INTEREST

In connection with performance of my work under or relating to this contract, I agree to abide by provisions contained in the contract's Conflict of Interest clause. I further agree that I will not will not dispute the validity of, nor take positions inconsistent with, the work product generated for the FCC in connection with this contract.

Signature	Printed Name	Date
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Title

Company	Address
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Witness	Printed Name	Date
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