

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 05/17/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	

US Department of Commerce  
 CAS, OS Business Solutions Team  
 1401 Constitution Ave., NW Room 6514  
 Washington, DC 20230

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. SA1301-12-RP-0043 <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 04/16/2012 <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)

**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"/>	
<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 \_\_\_\_\_ copies to the issuing office.

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

- The purpose of this amendment is to post all questions and answers submitted in response to this RFP and amend sections E, F, H, I, L, M and the SF33 to the original RFP (see attached RFP SA1301-12-RP-0043, Amendment 0001 dtd 05/17/2012).
- Replace pages 1-91 with attached pages 1-85 recorded as SA1301-12-RP-0043, Amendment 0001.

See continuation sheet

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) Mona-Lisa Dunn
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 05/17/2012

3. The following questions were submitted in response to this RFP, the Government's "Answers" are provided below:

No.	Question	Answer
Section C		
1	If IANA staff members are asked to participate in the development of a standard or to co-author a document (such as a Request for Comment), is that considered advancing policy?	Yes. See requirement set forth at C.2.5 Separation of Policy Development and Operational Roles.
2	Should C.2.11 be deleted as it overlaps with E.1?	No, C.2.11 does not overlap with E.1 Inspection and Acceptance.
3	Is inspection limited to reports and deliverables related to Section C as enumerated in Section F.4?	See requirement set forth at E.1 Inspection and Acceptance and E.2 INSPECTION -- Time-And-Material And Labor-Hour (FAR 52.246-6) (MAY 2001). ALL work performed, written communications regardless of form, reports, and other services and deliverables involving the performance of the IANA Functions contract is subject to inspection and approval.
4	Section C.6.2.2 state that "Conflict of Interest Officer shall be responsible for requiring that each of the Contractor's employees, directors and subcontractors complete a certification with disclosures of any known conflicts of interest upon their election, re-election or appointment, and annually thereafter. Will you confirm that the certification requirement is not intended to apply to all subcontractors of Contractor, but just to those directly related to the performance of the services	The Conflict of Interest Certification applies to all Offeror's subcontractors as stated in C.6 Conflict of Interest Requirements.

No.	Question	Answer
	under the contract called for in SA1301-12-RP-0043?	
5	Does Section C.8.2 apply to the protocol parameter registry and Internet addressing functions, or only to the root zone function?	C.8.2 applies to all the primary IANA functions as set forth in C.2.9 Internet Assigned Numbers Authority (IANA) Functions.
6	Does Section C.8.3 apply only to the root zone function?	Section C.8.3 applies to all the requirements as set forth in C.2.9.2 Perform Administrative Functions Associated with Root Zone Management.
SECTION E		
7	Section E.1 indicates that final inspections related to section C must be made prior to any posting. Please specify what work, communications, reports and other services need to be subject to inspection and approval? Does this include anything beyond what is listed in Section C and documented in F4?	See answer to Question 3.
SECTION F		
8	Under this contract, the contractor provides the deliverables at no cost to the U.S. Government. Is it therefore correct that the Contractor also retains ownership of the deliverables? If not, please clarify how the U.S. Government may take ownership of the deliverables produced under this zero dollar contract?	A zero dollar contract does not mean that there is no consideration provided by the Government. The Government may take ownership of deliverables in exchange for the consideration provided under this contract.
SECTION H		

No.	Question	Answer
9	Section H.1 appears to apply only if the contract is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable contract, or any combination of these. Please confirm that this section does not apply here where the Government is not paying the Contractor for performance of services.	Section H.1 applies to this contract and the cited section applies to the subcontractor flow down requirements.
10	Section H.2 (FAR 52.227-11) and H.3 (FAR 52.227-13) – If the Government does not pay any cost or fee to the contractor, how may it obtain any rights or title to any invention made by the Contractor? Is the Government expected to receive a no-cost license to an invention?	Section H.3 (FAR 52.227-13) has been removed via Amendment 0001 posted at <a href="http://www.fbo.gov">www.fbo.gov</a> . See answer to Question 8. Appropriate data rights clauses have been included in the IANA functions contract since the Department of Commerce first awarded a contract in 2000.
11	Sections H.4 and H.5 provide the Government with certain ownership and licensing rights in the data produced in this contract. Are these Sections applicable when the Contractor receives zero payment from the Government for the performance of the contract?	Yes.
SECTION I		
12	Section I lists numerous contract clauses. If there are more recent versions of the enumerated clauses, are the most recent versions	The FAR Clauses included in the Solicitation are the most recent.

No.	Question	Answer
	applicable to the contract when it is entered, or do those that are specified in the RFP the applicable version?	
13	Sections I, K and L contain several contract clauses or certifications that by their terms do not apply to a zero dollar contract. Numerous contract clauses are only applicable at or above minimum dollar thresholds or are applicable only to cost-reimbursement types of contracts. Can you confirm that these contract clauses will be deleted in this contract?	No. The Contracting Officer has deemed <u>all</u> clauses necessary for this Solicitation.
14	Section I.57 – FAR 52.216-11 does not have an “Alternate IV”. Please clarify the reference.	There is no Alternate IV. This has been corrected in Amendment 0001 posted at <a href="http://www.fbo.gov">www.fbo.gov</a> .
15	Section B – States this will be a “time-and-materials (T&M) contract, yet section I.57 states this will be a cost contract. Please confirm what type of contract this is under the FAR. Will the Government remove clauses that are applicable or related to cost-reimbursement contracts?	FAR Clause 52.216-11 does not indicate that the Government is issuing a cost contract. This FAR Clause clarifies that the Government will not pay a fee for services.
SECTION L		
16	Section L.6.d states that each proposal submitted in response to this solicitation must “[i]nclude all certifications, documents, reports and/or templates	Yes.

No.	Question	Answer
	<p>the offeror proposes to use in fulfilling this acquisition. If an offeror complies with section K.1(b)(1), which notes that Section K.1.(d) applies, then many certifications called for in the RFP will be made electronically via the Online Representations and Certifications Application (ORCA) system. Are the certifications and representations made in ORCA part of the certifications that are called for in Section L.6.d? If so, should the offeror include a print out of the Certifications made in ORCA and include those as part of the proposal?</p>	
17	<p>Section L.6, in the identification of what must be included in Volume II of the proposal, states that “[e]ach offeror shall provide a copy of the last three (3) unaudited financial statements and the most recent audited financial statement.” If the respondent only prepares audited financial statements, are the most recent audited financial statements, along the three prior audited financial statements sufficient to satisfy this requirement?</p>	Yes.
18	<p>Section L.8 requires the submission of “three originals and one copy of the</p>	<p>The Instruction set forth at Sections L.6 and L.8 prevail. Please follow these instructions when preparing your proposal.</p>

No.	Question	Answer
	proposal," while Box 9 of SF-33 specifies delivery of one original and one copy of the proposal. Please clarify how many originals and hard copies of the proposal must be delivered (in addition to the one electronic copy).	
19	In Section L.6, the Government states that Volume I-Technical Proposal will include: 1. Technical Approach, 2. Management Approach, 3. Past Performance, 4. Documentation Demonstrating fulfillment Mandatory Factor M.2. In this RFP, the Mandatory Factor is M.3. Will the Government please clarify?	Section L.6 has been amended to reflect the correct reference for M.3 Mandatory Evaluation Factor. Refer to Amendment 0001 posted at <a href="http://www.fbo.gov">www.fbo.gov</a> .
SECTION M		
20	M.4 contains two references to "M.2," a "Mandatory Factor." Should the reference be to "M.2" instead of to M.3, "Incorporated in the United States – Mandatory Factor?"	Section M.4 has been amended to reflect the correct reference, which is M.3 Mandatory Evaluation Factor. Refer to Amendment 0001 posted at <a href="http://www.fbo.gov">www.fbo.gov</a> .
21	In Section M.4, the Government states "However, proof of satisfying section M.2 is a Mandatory Factor and failure to meet requirements outlined in section M.2 shall result in elimination of the Offeror's proposal..." In this RFP, Section M.2 is a Far reference, while M.3 is a	Section M.4 has been amended to reflect the correct reference for M.3 Mandatory Evaluation Factor. Refer to Amendment 0001 posted at <a href="http://www.fbo.gov">www.fbo.gov</a> .

No.	Question	Answer
	Mandatory Evaluation Factor. Will the Government please clarify?	
22	In Section M.5, at the last bullet, the Government mentions evaluation criteria as listed in paragraph M.6. In this RFP, Evaluation Criteria are listed as M.7. Will the Government please clarify?	Section M.5 has been amended to reflect the correct reference for Evaluation Criteria, which is M.7. Refer to Amendment 0001 posted at <a href="http://www.fbo.gov">www.fbo.gov</a> .
23	In Section M.8, Factor 1. Technical Approach, sixth paragraph, the Government states "....taking into account requirement C.2.9.2e Root Zone Automation and C.4.2 Root Zone Management Dashboard." In this RFP, C.4.2 refers to Monthly Performance Progress Report, while C.4.3 refers to Root Zone Management Dashboard. Will the Government please clarify?	Section M.8 has been amended to reflect the correct reference for C.4.3 Root Zone Management Dashboard. Refer to Amendment 0001 posted at <a href="http://www.fbo.gov">www.fbo.gov</a> .

4. The HOUR and DATE proposals are due remains unchanged at May 31, 2012, 2:00 PM local time, Washington, DC.

5. Offerors are reminded "Failure to acknowledge receipt of this amendment may result in rejection of your offer".