

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. 0003 3. EFFECTIVE DATE 09/08/08 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 GSA MOBIS, FABS SCHEDULE 520 & IT SCHEDULE 70 FEDERAL SUPPLY SCHEDULE OFFERORS
9A. AMENDMENT OF SOLICITATION NO. RFQ08000031
9B. DATED (SEE ITEM 11) 08/18/08
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)

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 clarifications and to update changes to the RFQ. This amendment does not extend the quotation due date. Quotations are due no later than Friday, September 12 at 4:00 pm EST. Accordingly, see following pages.

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 <i>Anthony S. Wimbush</i> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 09-08-08

**QUESTIONS AND ANSWERS (Q&A'S) AND CLARIFICATIONS TO
RFQ08000031 FOR FCC'S FINANCIAL CHANGE MANAGEMENT SUPPORT
SERVICES**

The following represent questions received from prospective quoters and applicable responses provided by the FCC and clarifications to them and other specific related matters. In the event of an inconsistency between these responses and the RFQ, the RFQ shall govern.

**The following is in reference to RFQ Instructions and Cover Letter Page 7 of 8,
Special Note:**

Q17. What is meant by “a subsequent related requirement”? (Amendment 2 question)

A17. *“A subsequent related requirement” refers to solicitation RFQ07000021, “Core Financial Replacement Requirement”.* (Amendment 2 response)

Clarification #1: For further clarification, also see Revision to LOFC Clause below.

Q18. We are a small business on a team for the Core Financial System Replacement (CFSR) Project (RFQ07000021). Are we precluded from submitting a proposal for the Financial Change Management Support Services RFQ as a prime on another team? If so, please explain the conflict of interest. (Amendment 2 question)

A18. *No. You are not precluded from submitting a proposal.* (Amendment 2 response)

Clarification #2: You are not precluded from submitting proposals on either requirement; however, the successful offeror or its subcontractor or consultants for the CSFR project (RFQ07000021) is precluded from award of this instant procurement (RFQ08000031). Also see Clarification # 7.

Q19. We are a small business on a team for the Core Financial System Replacement (CFSR) Project (RFQ07000021). Are we precluded from submitting a proposal for the Financial Change Management Support Services RFQ as a sub on another team? If so, please explain the conflict of interest. (Amendment 2 question)

A19. *No. See A17.* (Amendment 2 response)

NOTE: Amendment 2 response, “See A17” should have reflected “See A18”.

Clarification #3: See Clarification #2.

Q20. When and how is a conflict of interest determined regarding these two proposals (FCC RFQ07000021 and RFQ08000031) in order for a vendor to decide whether it can submit a proposal? (Amendment 2 question)

A20. See "Special Note." ***SPECIAL NOTE: The selected successful quoter will be excluded from competing for a subsequent related requirement for hosting, implementation, migration, and integration services.*** (Amendment 2 response)

Clarification #4: For further clarification, also see Revision to LOFC Clause below.

Q21. For conflict of interest purposes, is it the government's intent to award the Financial Change Management Support Services contract before the Core Financial System Replacement (CFSR) Project contract? (Amendment 2 question)

A21. *It is the Government's intent to award both requirements prior to year end.* (Amendment 2 response)

Clarification #5: The response to Q21 is hereby revised to read, "It is the Government's intent to award the Core Financial System Replacement (CFSR) project contract first."

Q33. What is the anticipated start date of the contract? (Amendment 2 question)

A33. See A21. (Amendment 2 response)

Clarification #6: The anticipated start date is prior to year end but subsequent to the award of the Core Financial System Replacement (CFSR) project.

Clarification #7: In consideration of the Government's intent to award the CFSR project (RFQ07000021) prior to the Financial Change Management Support Services project (RFQ08000031), the SPECIAL NOTICE is hereby revised to read:

SPECIAL NOTE: The selected successful quoter will be prohibited from entering into any contract as the prime contractor with the FCC or any subcontract as a subcontractor or consultant or as part of a teaming arrangement to a FCC contract for independent validation and verification (IV&V) support services or any financial management software solution for hosting services, implementation services, migration services, and implementation as part of the CFSR project (RFQ07000021), unless otherwise authorized in writing by the CO. The Government intends to award the CFSR project prior to the Financial Change Management Support Services project as well as any subsequent IV&V support service requirement.

The following is in reference to Performance Work Statement (PWS), Enclosure 1, Clause No. 22, Limitation of Future Contracting (LOFC):

The LOFC has been updated to consider the Government's intent to award the CFSR project (RFQ07000021) prior to the Financial Change Management Support Services project (RFQ08000031).

As such, the clause is revised to reflect the following (changes are in *italics*):

22. LIMITATION OF FUTURE CONTRACTING

A. The Contractor agrees that it will be restricted in its future contracting with the FCC in the manner described below. The limitations in this clause are in addition to any organizational conflict of interest limitations that may be specified in future FCC solicitations.

B. If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into a FCC solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing FCC contract.

C. During the life of this contract (including the option period, if exercised) or the life-cycle of the implemented CFSR software solution, whichever is longer, the Contractor will be prohibited from entering into any contract *as the prime contractor* with the FCC or any subcontract *as a subcontractor or consultant or as part of a teaming arrangement* to a FCC contract for independent validation and verification (IV&V) support services or any financial management software solution *for hosting services, implementation services, migration services, and implementation* as part of the CFSR project (RFQ07000021), unless otherwise authorized in writing by the CO.

D. The Contractor agrees in advance that if it submits any proposal or quotes for any work that would require written approval of the CO prior to entering into a contract subject to the restrictions of this clause, then the proposals or quotes are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover proposal or quote preparation costs, whether the request for authorization to enter into the contract is denied or approved.

E. The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder a clause that conforms substantially to the language of this clause, including this paragraph, unless otherwise authorized by the CO.