

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE N/A	PAGE 1	OF 14 PAGES
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 08/12/2008	4. REQUISITION/PURCHASE NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	DTFT60	7. ADMINISTERED BY (If other than Item 6) CODE		DTFT60	
U.S. Dept of Transportation/FTA Federal Transit Administration 1200 New Jersey Ave, SE Washington, DC 20590			U.S. Dept of Transportation/FTA Federal Transit Administration 1200 New Jersey Ave, SE Washington, DC 20590		

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO. DTFT60-08-R-00010
		9B. DATED (SEE ITEM 11) 06/26/2008
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		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 _____ 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 you 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	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 _____ copies to the issuing office.

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

See page 2 for purpose of amendment 0003.

The date and time for receipt of proposals has been extended from Tuesday, August 26, 2008, 5:00pm EST to Thursday, September 4, 2008, 4:30pm EST.

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) James Harper, Jr.	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By _____ <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

The purpose of this amendment to RFP DTFT60-08-R-00010 is to:

1. Answer offeror post pre-solicitation conference questions;
2. Redefine Section G: *Contract Administration* of subject RFP;
3. Extend RFP closing date for proposal submission.

Offeror Questions and Answers

1. If a small business concern submits as prime for one of the set aside contracts, does their primary NAICS code need to be 541611?

Answer: No. A firm can have multiple NAICS. However, the firm must meet the size standard and be able to perform under the NAICS established for the solicitation in order to qualify. Here is the definition of that NAICS:

NAICS 541611: Administrative Management and General Management Consulting Services

This U.S. industry comprises establishments primarily engaged in providing operating advice and assistance to businesses and other organizations on administrative management issues, such as financial planning and budgeting, equity and asset management, records management, office planning, strategic and organizational planning, site selection, new business startup, and business process improvement. This industry also includes establishments of general management consultants that provide a full range of administrative; human resource; marketing; process, physical distribution, and logistics; or other management consulting services to clients.

2. If a small business concern's primary NAICS code does not need to be 541611, do they still need to be certified by the SBA under this code in order to propose as a prime?

Answer: SBA does not issue certificates establishing the eligibility of firms as small businesses. For Federal procurements, the firm self-certifies its small business status in Online Representations and Certifications Application when it submits its initial offer, based on the size standard specified in the solicitation. SBA only certifies firms as small disadvantaged businesses ,and HUBZone businesses. The applicable certifications must also be reflected in the company Central Contractor Registration (CCR) profile at www.ccr.gov.

3. If a firm is certified as small business concern by the SBA under a different primary NAIC Code that has a higher dollar threshold, does their certification count towards the goals in this procurement or are they held to the \$6.5 million cap tied to the 541611 NAICS code?

Answer: As long as the company's three year average gross receipts is below the applicable size standard and otherwise meet the SBA regulation, the firm can certify their SB status in ORCA and CCR. The regulations specifying size standards and governing their use are set forth in Title 13, Code of Federal Regulations, part 121 (13 CFR part 121), Small Business Size Regulations. SBA's size regulations pertaining to Federal procurement are also found in the Federal Acquisition Regulation, 48 CFR part 19. For more information you may also review FAQs about Small Business Size Standards, Size Standards and Guide to Size Standards at the SBA website <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/index.html>

4. If a firm is a certified WBE, are they also held to the \$6.5 million cap even through their certification is gender based and not tied to SBA standards?

Answer: Yes.

5. In the questions and answers document submitted by the FTA prior to the preproposal conference, Question 174 reads: "Certifications. Will you accept only SBA certs?" The answer was: "Yes, also those self-certified in ORCA". However, on page 83 of the RFP, part L.2.9. (Volume 2, Section 6: Socioeconomic Status) the text reads "Offerors possessing 8a, HubZone or Small Disadvantage Business shall provide a copy of their certification letter from the Small Business Administration (SBA) verifying their status in these categories. The Government shall verify all information through SBA and Central Contractor Registration." Further, in the Questions and Answers document released after the prebid meeting, Question 4 reads: "In order to meet the subcontracting goal of 20%, must we use SBA-certified firms only?" The answer was: "Yes." Can you please clarify? Does a firm that is self certified through ORCA and falls below the \$6.5 million cap as stipulated by NAICS code 541611 count towards the 20% participation goal?

Answer: YES - Firms that self certify must meet the definition of a small business/Women owned small business/Service-disabled small business as indicated in FAR. An offeror self certifies in good faith its small business status at the time of representation and certification in ORCA. If an offeror's small business status is challenged, the SBA will evaluate the status of the concern and make a determination. SBA does certify firms that meet the qualifications (and will provided a copy of certification letter) for 8(a), HUBZone and Small Disadvantaged Businesses.

6. In the RFP document, part L.2.9. (Volume 2, Section 6: Socioeconomic Status) the text reads "Offerors possessing 8a, HubZone or Small Disadvantage Business shall provide a copy of their certification letter from the Small Business Administration (SBA) verifying their status in these categories..." The text makes no mention of Women-Owned or Veteran/Service Disabled Veteran owned firms. Are SBA certifications required for these groups as well?

Answer: No, both of these groups self certify.

7. If the FTA intends to verify Socioeconomic Status through the SBA and Central Contractor Registration (CCR), are the actual paper documents required for the proposal submission?

Answer: Yes, they are required for substantiation and file documentation within the contracting office. (See below).

Note: The U. S. Small Business Administration (SBA) will increase all revenue based small business size standards on August 18, 2008. These size standards will be adjusted 8.7% for inflation and will be incorporated into CCR and the DSBS simultaneously. The size standards will not automatically be incorporated into ORCA profiles. A registrant must update their ORCA profile after August 18, 2008, in order for the adjusted size standards to appear in their ORCA profile. For more information on the increased size standards, see the Federal register notice http://www.sba.gov/idc/groups/public/documents/sba_homepage/inflation_adjust_fr.htm

8. How many hours per week or per year do you estimate the Buy America expert to work under the PMO contract?

Answer: For the purpose of preparing cost proposal, proposer should allocate 600 hours to Buy America Expertise **over the five years**. Actual hours will be based on task order assigned and are determined by the needs of the task.

Section G Changes

- G.11. 3) Reference the revised language in this section.
- G.4.1. Reference the revised language in this section.
- G.4.2.h. Reference the revised language in this section.

SECTION G
CONTRACT ADMINISTRATION

G.1 CONTRACTING OFFICER

The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, and requirements. The CO may delegate certain other responsibilities to the Contracting Officer's Technical Representative (COTR) or authorized representatives such as Task Order Managers (TOM). The CO is the only individual who can legally commit or obligate the Government or authorize any changes that affect the contract price, delivery schedule, period of performance or other terms and conditions.

In accordance with TAR 1252.242-73, the Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, appointments, conflict resolutions, etc.) that require the signature of the Contracting Officer.

G.2 GOVERNMENT PERSONNEL

Government contracting personnel for this contract shall include:

- Contracting Officer (CO)
- Contract Specialist
- Contracting Officer's Technical Representative (COTR), and
- FTA Task Order Manager (TOM)

G.3 TECHNICAL DIRECTION

In accordance with the provisions of the Technical Direction Clause of this contract (see Section I), performance of the work required herein shall be subject to the technical direction and surveillance of the COTR designated for this contract, and/or the TOM designated for the work assignments. The COTR and TOM are not authorized to issue instructions that change the scope of technical requirements, the work to be performed, or the compensation or period of performance of the contract. Such changes, if any, shall be made only by the Contracting Officer.

1. **Contracting Officer's Technical Representative**

The Contracting Officer has designated Steve Asatoorian as Contracting Officer's Technical Representative (COTR) and Jessica Shaw as Alternate COTR, to assist in

monitoring the work under the contract. The COTR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COTR is not authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms or conditions. The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of the contract. Any such revision shall be authorized in writing by the Contracting Officer.

2. Task Order Manager

A Task Order Manager (TOM) may be appointed for each task order issued under this contract. The Contracting Officer shall issue letters of appointment of the designated TOM with copies provided to the Contractor stating the responsibilities and limitations of the TOM. The TOM is not authorized to take any action, either directly or indirectly, that could result in a change in the pricing, quantity, quality, period of performance, or any other terms and conditions of the contract or to direct the accomplishment of effort which would exceed the scope of the contract. The appointment will be effective until the TO is completed or a written, or electronic, notice of termination and/or change is received from the CO. Changes to the TOM assignment may be made by the CO via electronic mail and/or written notification.

The TOM may be delegated the authority to monitor the technical progress of the services that are required to be delivered under the TO. Specific responsibilities of the TOM will be provided in documents of appointment letters.

G.4 TASK ORDER (TO) ORDERING PROVISIONS

MULTIPLE AWARDEES / FAIR OPPORTUNITIES CLAUSE

1. Task Order Procedures

One or more Task Order (TO)'s will be issued during the performance period of this contract. In accordance with FAR 16.505(b), the Contracting Officer (CO) will provide each awardee a "fair opportunity" to be considered for each order in excess of \$3,000, unless one of the conditions in paragraph 2.h. below applies.

2. Procedures for Providing a Fair Opportunity for Consideration on Each Requirement

a. For award of initial task orders, procurement office will request proposals from all PMOC that are not conflicted and interested in the task order assignment utilizing information gathered from conflict of interest matrix in attachment J-5. Written task order proposals are due seven days after notification from procurement office. After receiving

proposals from responsive PMOCs; procurement office with the assistance of TPM20, Office of Engineering will evaluate all proposals then select a contractor utilizing the "best value" approach.

b. For follow-on task orders. Procurement office will consider exercising h(3), the task order will be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under this contract, provided that all multiple awardees were given fair opportunity to be considered for the original order. In addition, FTA has the option to compete task orders if performance of existing PMOC is unsatisfactory or if in the best interest of the government.

c. The Government intends to provide all multiple awardees a fair opportunity for consideration for TO awards. This fair opportunity for initial TO's will be provided through the Government's examination of existing information already in the Government's possession, such as the awardee's original proposal (labor rates, technical / management approaches, etc) and current past performance records (including the Contractor's original proposal data if it is the most current data in the Government's possession.)

d. As work proceeds under this contract, and additional Government requirements are identified, it is probable that the past performance records submitted with the original proposal will be disregarded for the current performance records received on TOs performed under this contract. The Government's examination of existing information, including conflict of interest information, will be conducted in light of the functional and / or technical areas on the TO requirement and used to determine which awardees will be requested to submit a proposal for the requirement. Although the Government is not required to do so, it is possible that this examination will result in the Government contacting all of the qualified awardees for submission of a proposal. An awardee is "qualified" if the awardee does not have an organizational conflict of interest with the grantee that is the subject of the TO, and has remaining contractual and technical capacity to perform the TO.

e. The CO will announce each award opportunity in excess of \$5,000,000 to all awardees through e-mail. The announcement will include at a minimum the following information:

A unique identifier number

The date of the announcement

A determination whether or not the award is to be sole source due to the compelling circumstances defined in FAR 16.505(b)(2).

A clear statement of the TO's requirements.

A disclosure of the significant factors and subfactors the CO expects to consider in evaluating such proposals and their relative importance.

Points of contact to register desire for consideration and to obtain information.

Notice of an opportunity for post-award debriefings

f. To maintain responsive schedules and reduce administrative workload, sole source awards for orders under \$1,000,000 may be made to an end user's preferred Contractor if

no other qualified Contractor expresses an interest in the opportunity within seven (7) days following its announcement.

g. Once the Government determines which awardees will be asked to submit oral presentations and / or written proposal materials for the requirement and proposals are received, the Government will evaluate the proposals against selection criteria. The Government's award decision will be based, as a minimum, on a selection criteria which addresses past performance, technical / management approach, progress toward subcontracting goals (large business), and price / cost. In addition, individual TO selection criteria may include other factor(s) relevant to the particular TO. The order of importance for the factors will be identified on each individual requirement.

To ensure the Government has sufficient information from which to fairly consider each Contractor an award of a TO, the Government may request additional information from each Contractor to aid in its determination.

h. In accordance with FAR 16.505(b)(2), Exceptions to Fair Opportunity Consideration: Awardees will not be given a fair opportunity to be considered for requirements when the CO determines one of the following conditions apply:

The agency need for such services is of such urgency that providing such opportunity would result in unacceptable delays;

Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;

The order be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to a TO already issued under this contract, provided that all multiple awardees were given fair opportunity to be considered for the original order; or

It is necessary to place an order to satisfy a minimum guarantee.

i. Should schedule conditions warrant a "rapid reaction", the CO may issue a verbal authorization to initiate work. Written confirmation will be provided to the Contractor within five (5) days following the verbal authorization.

j. This clause does not guarantee the Contractor issuance of any task order or delivery order above the minimum guarantee(s) stated in Section B 4a.

k. Under the provisions of the Federal Acquisition Streamlining Act of 1994, (Public Law 103-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual TO of less than \$10,000,000, except on the grounds that the order increases the scope, period or maximum value of the contract under which the TO is issued. Orders over \$10,000,000 are governed by Section 843 of Public Law 110-181.

l. It is the intention of FTA to perform closeout procedures on an individual task order basis. The Contractor agrees to perform those internal functions necessary to support this process in a timely manner. Task Order closeout will occur as soon as possible after required audit and establishment of final indirect rates, as applicable.

G.5 PROVISIONS APPLICABLE TO DIRECT COSTS

Notwithstanding the Clauses FAR 52.216-7, "Allowable Cost and Payment" (DEC 2002), and FAR 52.244-2 "Subcontracts" (AUG 1998), unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs:

a. Acquisition, Alteration, and Lease

- (1) Acquisition, purchase or lease, of any interest in real property;
- (2) Special rearrangement or alteration of facilities;
- (3) Purchase or lease of any item of general purpose (office furniture or office equipment regardless of dollar value or personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);
- (4) Purchase or rental of any items of personal property having a unit value of \$50 or more; and
- (5) Foreign travel.

Overtime

All overtime must be approved in **advance** by the Contracting Officer. Such a request for overtime must be in writing to the Contracting Officer. The Contracting Officer may verbally grant overtime approval followed by written confirmation to follow within one working day. Any unauthorized overtime will not be reimbursed.

G.6 EXCLUDED FUNCTIONS AND RESPONSIBILITIES

Functions and responsibilities directly involved or associated with the management of any FTA office are expressly excluded from this contract or order issued hereunder. The parties hereby agree that any instructions, directives, or orders issued under this contract involving such management functions and responsibilities shall be null and void. The following activities are representative of the excluded functions and responsibilities that cannot be provided by the Contractor under this contract or orders issued hereunder:

Policy-making or management of FTA operations;
Program or project management;
Technical management of Government contracts;
Government purchasing, contracting, contract administration, acceptance of materials and/or performance, and pay and accounting;
agencies, or otherwise acting as an agent to obligate or commit in any capacity;
Clerical and other administrative type functions required to be performed by civil service personnel; and
Supervision of Government employees.

G.7 ACCOUNTABILITY OF COSTS / SEGREGATION OF TASK ORDERS

The terms of the proposals submitted by the Contractor shall be reasonable and the Contractor agrees to negotiate in good faith any differences with the Government.

The Contractor shall segregate costs for each TO in conformance with the requirements stipulated in Subsection G.10.

G.8 FUNDS AVAILABLE

FAR clause 52.232-22, "LIMITATION OF FUNDS," applies to this contract for cost-type task orders. Any notification required on the part of the Contractor shall be made in writing to the Contracting Officer. In the event that the contract is not funded beyond the estimated cost set forth in the schedule, the Contractor shall deliver to the Contracting Officer the data collected on the project provided herein, together with a summary report, in five copies, of its progress and accomplishments to date.

Any costs incurred prior to the effective date of this contract shall be considered unallowable and not reimbursable under this contract.

G.9 TRAVEL AND PER DIEM

Travel and Per Diem authorized under this contract shall be reimbursed in accordance with the requirements of FAR 31.205-46 entitled, "Travel Cost," and with the Government Travel Regulations in effect at the time of travel. Travel by air will be reimbursed at actual, not-to-exceed coach fare. Travel subsistence reimbursement will be authorized under the rates and conditions of the Federal Travel Regulations in effect at the time of travel. Throughout the period of performance of this contract, the Government revises the Per Diem rates to reflect changes to these amounts or to the travel regulations. The Per Diem schedule and changes to the travel regulations may be reviewed at <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0> . Travel expenses incurred by the Contractor exclusively in direct performance of this contract shall occur based on the following:

Cost of air travel, reimbursed at actual cost, not-to-exceed coach fare. Travel shall occur by utilizing the most direct route, using "air coach" or "air tourist" (less than first class) unless it is clearly unreasonable or impractical (e.g., not available for reasons other than avoidable delay in making reservations, would require circuitous routing or entail additional expenses offsetting the savings on fare, or would not make necessary connections). If economy class travel is not available, the request for payment voucher must be submitted with justification of use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the Contracting Officer,

Cost of rail travel by most direct route, first class with lower berth or nearest equivalent; or

Cost of travel by privately owned automobile at the current reimbursement rate, consistent with the Government Travel Regulations. However, reimbursement

for transportation by this means shall not exceed the cost of the items stated above, whichever is less,

The cost of travel by privately owned automobile will be reimbursed at the current GSA approved mileage rate.

Travel of more than 10 hours, but less than 24 hours, when no lodging is required, per diem shall be one-half of the Meals and Incidental Expenses (M&IE) rate applicable to the location of the temporary duty assignment. If more than one temporary duty point is involved, the allowance will be one-half of the M&IE rate prescribed for the location where the majority of the time is spent performing official business.

The Per Diem allowance shall not be allowed when the period of official travel is 10 hours or less during the same calendar day.

Normal commuting expenses are not allowed.

G.10 BILLING INSTRUCTIONS

The Government will reimburse the Contractor for direct productive hours for employee labor. Direct productive labor is defined as those hours the employee is actually engaged in performing work. It does not include leave, vacation, holidays or training not required by the Government.

When: Contractor shall submit invoices monthly unless directed otherwise by the CO. Submit one invoice per task order.

Where: The Contractor shall concurrently submit the following items:

Email to the Task Order Manager, providing:

PDF file of entire invoice

Excel software file of Invoice Worksheets described below

Invoice to the FTA Document Imaging Center by any of the following methods:

Email (no more than 10 MB file) to: FTAInvoices@faa.gov

U.S.P.S. to: DOT Federal Aviation Administration (FTA Account)

AMZ-150 (Room 149), P.O. Box 269041 Oklahoma City, OK 73126-69041

Courier to: DOT Federal Aviation Administration (ANF2) (FTA Account)

AMZ-150, Room149

Accts Payable (405-954-8269), 6500 S. MacArthur Blvd.

Oklahoma City, OK 73169

G. 11 INVOICING FORMAT

The Contractor shall:

Number each invoice serially starting with No.1. Mark the final invoice "FINAL", and

Include the items below:

Cover sheet: Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal" available from the Federal Acquisition Regulations Part 53-301.1034, <http://www.arnet.gov/far>.

Invoice worksheets (Excel). Worksheets are provided as attachments in Section J, List of Attachments.

Invoice Overview (Attachment J-8)

Task Order Summary (Attachment J-9)

Work Order No. 1 Detail (typical for each work order) (Attachment J-10)

Contract Line Item Numbers (CLIN) Summary (Attachment J-11)

Supporting documentation for costs including official signed employee time records, travel expense receipts, etc.

G.12 METHOD OF PAYMENT PROCEDURE

Payments under this contract shall be made under the Department of Treasury's Automated Clearing House (ACH) system. Under this system, the funds will be wired (electronically transferred or EFT) to the Contractor's financial institution pursuant to FAR 52.232-34.

Prior to the submission of Voucher No. 1, the Contractor shall insure that the information contained in the TFS Form 3881, "Payment Information Form-ACH Vendor Payment System," is provided to the Office of Accounting, TBP-50 (see Block 12 of SF-26). The cover page to the delivery order award should accompany the TFS Form 3881. TFS Form 3881 can be obtained from the Treasury's website at <http://fms.treas.gov/pdf/3881.pdf>. Note: The information on this form must agree with financial data in the Central Contractor Registration (CCR) system.

Fax TFS Form 3881 ACH Vendor Payment System to fax number 405-954-1270.

G.13 STATUS OF PAYMENTS

Contractors can track the status of payments of vouchers through the Department of Treasury's "PAID" System (a system developed by the U.S. Department of the Treasury's Financial Management Service (FMS) to provide participating Federal agencies a method of making remittance information available to vendors through the Internet). Contractors may register with the Department of Treasury to obtain payment status by logging into: "<http://fms.treas.gov/paid/>". Any changes to the financial data must be updated in the (CCR) and a revised TFS 3881 must be submitted to Federal Transit Administration, Office of Accounting. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts. Failure to provide the requested informational changes may result in delays in the payment of vouchers. Any such delays shall be considered the Contractor's responsibility.

G.14 SUBCONTRACTING, INCLUSIVE OF SMALL BUSINESS INTERESTS

In the performance of this contract, the Contractor will use its best efforts to meet the Small Business subcontracting goal of 20 percent established for this contract. Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these subcontractors, associates, or consultants. Under this contract, the requirements of FAR 44.2, "Consent to Subcontract," have been fulfilled for the following named subcontractors. The Contractor is hereby authorized to commence with performance of the subcontract(s). Contractors shall complete Attachment J-7, Quarterly Subcontracting Activity Report in Section J when identifying their subcontracting information.

Any future change or revisions to the Statement of Work or other applicable aspects of this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

G.15 SUBCONTRACT REPORTING, INCLUSIVE OF SMALL BUSINESS INTERESTS

Contractors are to submit the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>), following the instructions in the eSRS.

In addition, the Contractor shall submit, in three (3) copies, a quarterly report in letter format to the Contracting Officer listing the subcontracts and purchase commitments made under this contract for the reporting period, and the cumulative results for the life of the contract reflected on each form. The number of subcontracts issued during the reporting periods and the total dollar amount of these subcontracts shall be listed for each of the following categories (proposed Small Business goaling target):

Small Disadvantage Business (5% goal)
Women-owned Business (5% goal)
Hub-Zone (3% goal)
Veteran and Service-Disabled Veteran (3% goal)
8(a) Program (3% goal)
Small Business (not inclusive of items 1 through 5 above)
Large Business

The report shall note if a subcontract falls within more than one category. In the event no subcontracts or purchase commitments were made during the reporting quarter, the Contractor shall submit a negative report. The reporting requirements of this section will not relieve the Contractor from any notification requirement imposed by the "Subcontracts" clause of this contract.

G.15 PROFESSIONAL STAFFING

The Contractor agrees to assign professionally qualified staff to this contract. The Government reserves the right to reject personnel it determines to be unqualified.

G.16 KEY PERSONNEL

In accordance with the contract requirements, the key personnel assigned to this contract are as follows:

<u>Name</u>	<u>Position</u>
Program Manager	
Task Order Manager	
Civil Engineer (PE)	
Systems Integration Manager	
Risk Assessment Manager	
[as negotiated between the contracting parties]	

Closing Date Information

This amendment extends the date and time for receipt of proposals from Tuesday, August 26, 2008, 5:00pm EST to Thursday, September 4, 2008, 4:30pm EST.