

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

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2. AMENDMENT/MODIFICATION NO.
MODIFICATION

3. EFFECTIVE DATE
SEE BLOCK 16C.

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (IF APPLICABLE)

6. Issued By Code

7. ADMINISTERED BY (If other than Item 6) Code

8. Name and Address of Contractor (No., street, county, State and ZIP Code

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

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.

Offer's 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 ACKNOWLEDGEMENT 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.

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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF : **FAR 52.212-4 (c)**

D. OTHER (Specify type of modification and authority)

E. **IMPORTANT:** Contractor is not, is required to sign this document and return 0 copies to the issuing office.

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

See Attached

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)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY _____
(Signature of Contracting Officer)

Block 14 – Continued

A. The purpose of this modification is to incorporate Transactional Data Reporting requirements into this Multiple Award Schedule (MAS) contract.

The following clauses are DELETED:

- 552.212-70 Preparation of Offer (Multiple Award Schedule)
- 552.215-72 Price Adjustment – Failure to Provide Accurate Information
- 552.216-70 Economic Price Adjustment – FSS Multiple Award Schedule Contracts – Alternate I – Deviation
- 552.238-74 Industrial Funding Fee and Sales Reporting
- 552.238-75 Price Reductions
- 552.238-81 Modification (Federal Supply Schedule) – Alternate I – Deviation
- CSP-1 Commercial Sales Practices Format
- I-FSS-969 Economic Price Adjustment – FSS Multiple Award Schedule – Alternate I

The following clauses are ADDED (full-text versions of added clauses are included at the end of this modification - any previous fill-in information remains as it was in the prior version of the clause):

- 552.216-70 Economic Price Adjustment – FSS Multiple Award Schedule Contracts (DEVIATION II - JUL 2016)
- 552.238-74 Industrial Funding Fee and Sales Reporting (JAN 2016) (ALTERNATE I - JUL 2016)
- 552.238-75 Price Reductions (MAY 2004) (ALTERNATE I - JUL 2016)
- 552.238-81 Modification (Federal Supply Schedule) (APR 2014) (ALTERNATE II - JUL 2016) (DEVIATION - JUL 2016)
- I-FSS-969 Economic Price Adjustment – FSS Multiple Award Schedule (OCT 2014) (ALTERNATE II - JUL 2016)

Any reference to identification of a Most Favored Customer (MFC) or Basis of Award (BOA) customer, as well as any reference to a price/discount relationship that must be maintained between Government pricing and pricing extended to the MFC/BOA is hereby deleted with no replacement, pursuant to clause 552.238-75, Price Reductions – Alternate I, incorporated herein.

This modification is applicable to all Special Item Numbers (SINs) awarded under this contract.

14B – Summary of Significant Changes:

GSA is collecting transactional data in order to improve category managers' ability to craft smarter buying strategies. Transactional data will facilitate coordinated purchasing, demand management, and strategic sourcing, as well as fundamentally improve the Contracting Officer's ability to conduct price analyses and to negotiate and award GSA contract vehicles.

Initially, the following transactional data elements will be collected:

- (i) Contract or Blanket Purchase Agreement (BPA) Number
- (ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID)
- (iii) Non-Federal Entity
- (iv) Description of Deliverable
- (v) Manufacturer Name
- (vi) Manufacturer Part Number
- (vii) Unit Measure (each, hour, case, lot)
- (viii) Quantity of Item Sold
- (ix) Universal Product Code
- (x) Price Paid per Unit
- (xi) Total Price
- (xii) Special Item Number (SIN)*

* Required for vendors with awarded services and for vendors that have not successfully uploaded their approved price lists into *GSA Advantage!* via the Formatted Product Tool (FPT). Vendors will be notified of services SIN applicability under separate cover.

If additional data elements are needed, Schedule Owners must coordinate with the applicable category manager and obtain approval from the Head of the Contracting Activity (HCA) and the Senior Procurement Executive (see GSAM 507.205(c)(3) for details).

Vendors will now be required to report transactional data on a monthly basis. Reports will be due 30 calendar days after the end of the previous month. For example:

Report Period: May 1st – May 31st

Report Due: June 30th

Vendors will continue to remit their Industrial Funding Fee quarterly, 30 calendar days after the end of each standard business quarter as shown below:

Quarter:

Remittance Due:

January 1st – March 31st

April 30th

April 1st – June 30th

July 30th

July 1st – September 30th

October 30th

October 1st – December 31st

January 30th

Vendors will report transactional data through the FAS Sales Reporting Portal. Instructions for accessing the portal will be posted on the [VSC](#) website. Training on use of the portal will be provided during the implementation phase, prior to the effective date of the modification.

Vendors will now have the option to remit IFF payments on a monthly basis rather than waiting until the end of the quarter. Payments will be made via the FAS Sales Reporting Portal through <https://tdr.gsa.gov>. The <https://tdr.gsa.gov> website will allow payments by electronic check, credit card, or debit card. The use of paper checks for payment of the IFF can no longer be accommodated

14C – Effective Dates for Transactional Data Reporting:

This modification will become effective on the first day of the next business quarter. For example:

Modifications accepted and signed before September 15, 2016, will be effective on October 1, 2016. Modifications accepted and signed between September 15, 2016, and December 15, 2016, will be effective on January 1, 2017, etc. The staggered effective dates will ensure that vendors have sufficient time to receive training and prepare for commencement of transactional data reporting.

14D – Acceptance of Modification:

Vendors must either accept or decline this modification as described below.

Yes - Vendor acknowledges this modification and elects to participate in Transactional Data Reporting. All clause changes noted above will be incorporated into the vendor's MAS contract. The requirement for submission of CSP data and for Price Reductions clause tracking will be eliminated.

No - Vendor acknowledges this modification but does NOT elect to participate in Transactional Data Reporting at this time. No clause changes will be made to the vendor's MAS contract. The requirement for submission of CSP data and for Price Reductions clause tracking will remain a part of this contract.

Last Item

**552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD
SCHEDULE CONTRACTS (DEVIATION II - JUL 2016)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors may submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b).

(2) Increases are requested before the last 60 days of the contract period.

(3) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed * _____ * percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) Documentation supporting the reasonableness of the price increase shall be submitted with the request for a price increase.

(e) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate smaller increases when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

**552.238-74 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JAN 2016)
(ALTERNATE I - JUL 2016)**

(a) Definition. Transactional data encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) Reporting of Transactional Data. The Contractor must report all transactional data under this contract as follows:

(1) The Contractor must electronically report transactional data by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website, <https://vsc.gsa.gov>. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

- (i) Contract or Blanket Purchase Agreement (BPA) Number.
- (ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).
- (iii) Non-Federal Entity.
- (iv) Description of Deliverable.
- (v) Manufacturer Name.
- (vi) Manufacturer Part Number.
- (vii) Unit Measure (each, hour, case, lot).
- (viii) Quantity of Item Sold.
- (ix) Universal Product Code.
- (x) Price Paid per Unit.
- (xi) Total Price.

Note to paragraph (b)(2): The Contracting Officer may add data elements to the standard elements listed in paragraph (b)(2) of this section with the approvals listed in GSAM 507.105(c)(3).

(3) The contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(4) The Contractor must report the price paid per unit, total price, or any other data elements with an associated monetary value listed in (b)(2) of this section, in U.S. dollars.

(5) The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).

(6) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(7) Reporting Points.

(i) The acceptable points at which transactional data may be reported include—

(A) Issuance of an invoice; or

(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(8) The Contractor must continue to furnish reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.

(9) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other information that would compromise national security are exempt from this reporting requirement.

(10) This clause does not exempt the Contractor from fulfilling existing reporting requirements contained elsewhere in the contract.

(11) GSA reserves the unilateral right to change reporting instructions following 60 calendar days' advance notification to the Contractor.

(c) Industrial Funding Fee (IFF).

(1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized GSA programs, in accordance with 40 U.S.C. 321.

(2) GSA has the unilateral right to change the fee amount at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change. GSA will post notice of the current IFF on the Vendor Support Center website at <https://vsc.gsa.gov>.

(3) Offerors must include the IFF in their prices. The fee is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The fee will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract.

(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days after physical completion of the last outstanding task order or delivery order issued against the contract.

(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.

(d) The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including

withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the required transactional data reports, falsifies them, or fails to timely pay the IFF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

552.238-75 PRICE REDUCTIONS (MAY 2004) (ALTERNATE I - JUL 2016)

(a) The Government may request from the Contractor, and the Contractor may provide to the Government, a temporary or permanent price reduction at any time during the contract period.

(b) The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.

**552.238-81 MODIFICATION (FEDERAL SUPPLY SCHEDULE) (APR 2014)
(ALTERNATE II - JUL 2016) (DEVIATION - JUL 2016)**

(a) *General.* The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINS. When requesting additions, the Contractor must submit the following information:

(i) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the instructions in the solicitation.

(ii) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iii) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by FAR 52.215-6, Place of Performance.

(iv) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(v) Any information requested by FAR 52.212-3(f), Offeror Representations and Certifications-Commercial Items, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act-Balance of Payments Programs-Supplies.

(2) Deletions. The Contractor must provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the Contracting Officer determines that the higher price is unreasonable compared to the price of the deleted item.

(c) *Effective Dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75.

(d) *Electronic Updates to the Authorized Federal Supply Schedule Price List.* eMod will capture modifications and automatically update the Contractor's Authorized Federal Supply Schedule Price List on GSA Advantage! upon execution of the modification.

(e) Electronic submission of modification requests via eMod is mandatory (<http://eOffer.gsa.gov>).

I-FSS-969 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE (OCT 2014) (ALTERNATE II - JUL 2016)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial

catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) **Adjustments based on escalation rates negotiated prior to contract award.** Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) **Adjustments based on an agreed-upon market indicator prior to award.** The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed * _____ * percent (* _____ *%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: The increased contract prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.