

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   5	
2. AMENDMENT/MODIFICATION NO. MODIFICATION PS-A653		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 B31	
General Services Administration OFFICE OF IT SCHEDULE PROGRAMS 1800 F ST. NW WASHINGTON DC 20405		10 CAUSEWAY ST  BOSTON MA 02222			
8. Name and Address of Contractor (No., street, county, State and ZIP Code  K.L.A. LABORATORIES, INC. 6800 CHASE RD  DEARBORN, MI 481261749			(x)	9A. AMENDMENT OF SOLICITATION No.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER No. GS-35F-0282W	
10B. DATED (SEE ITEM 13) Feb 26, 2010					
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	X	is not extended.
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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 : <b>FAR 52.212-4(c)</b>
	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.)

Implementation of Order Level Material (OLM) SINs  
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) Laura King Admin. Ass. K.L.A. LABORATORIES, INC.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Caroline F. Flowers	
15B. CONTRACTOR/OFFEROR  Signed Electronically  (Signature of person authorized to sign)	15C. DATE SIGNED  Jun 22, 2018	16B. UNITED STATES OF AMERICA  Signed Electronically BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED  Jun 22, 2018

## Block 14 – Continued

A. The purpose of this modification is to implement order-level materials (OLM) authority under your Federal Supply Schedule (FSS) contract. This requires the incorporation of the OLM special ordering procedures clause and the addition of the Order-Level Materials Special Item Number (SIN). Acceptance of the modification will add the OLM special ordering procedures clause and the Order-Level Materials SIN to your contract.

**IMPORTANT:** Until the eOffer and eMod applications are updated, this mass modification represents the ONLY way for a vendor to implement OLM authority under its FSS contract. eOffer and eMod will not be updated until January 2019 at the earliest.

To be eligible to include OLMs in orders placed against your FSS contract, you must add the Order-Level Materials SIN and incorporate OLM clauses into your contract via acceptance of this modification. Choosing to DECLINE this modification indicates your understanding that you will not be able to add the Order-Level Materials SIN or utilize the new OLM authority under your FSS contract until the eOffer and eMod applications are updated.

Acceptance of this modification indicates your agreement to the following terms:

1. The Order-Level Materials SIN is hereby added to this contract.

a.) The assigned number for this SIN depends on the Schedule -

Schedule	Order-Level Materials SIN Number
03FAC	03FAC-500
56	56-500
70	70-500
71	71-500
84	84-500
00CORP	00CORP-500
738X	738X-500

b.) The SIN Description is as follows -

Order-Level Materials (OLMs) are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA). OLMs are not defined, priced, or awarded at the FSS contract level. They are unknown before a task or delivery order is placed against the FSS contract or FSS BPA. OLMs are only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN) and are subject to a Not To Exceed (NTE) ceiling price. OLMs include direct materials, subcontracts for supplies and incidental services for which there is not a labor category specified in the FSS contract, other direct costs (separate from those under ODC SINs), and indirect costs. OLMs are purchased under the authority of the FSS Program and are not “open market items.”

Items awarded under ancillary supplies/services or other direct cost (ODC) SINs are not OLMs. These items are defined, priced, and awarded at the FSS contract level, whereas OLMs are unknown before an order is placed. Ancillary supplies/services and ODC SINs are for use under all order type CLINs (Fixed-Price (FP), T&M, and LH), whereas the Order-Level Materials SIN is only authorized for use under T&M and LH order CLINs.

The Order-Level Materials SIN is only authorized for use in direct support of another awarded SIN. Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs. OLMs are defined and priced at the ordering activity level in accordance with GSAR clause 552.238-82 *Special Ordering Procedures for the Acquisition of Order-Level Materials*. Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF). The cumulative value of OLMs in an individual task or delivery order cannot exceed 33.33% of the total value of the order.

The Maximum Order Threshold for the OLM SINs is \$100,000.

c.) See clauses 552.212-4 *Contract Terms and Conditions - Commercial Items* (JAN 2017) (Deviation - FEB 2018) (Alternate I - JAN 2017) (Deviation - FEB 2007) and 552.238-82 *Special Ordering Procedures for the Acquisition of Order-Level Materials* (JAN 2018) for additional information on inclusion of OLMs in task and delivery orders placed against an FSS contract or BPA.

d.) OLMs are only authorized for inclusion at the order level under a T&M or LH CLIN and are subject to an NTE ceiling price.

e.) The Order-Level Materials SIN contains no items or pricing, since by definition OLMs are *unknown* at the time of FSS contract award. The ordering activity contracting officer is responsible for defining OLMs and determining proposed OLM pricing fair and reasonable for a particular order.

f.) OLMs are purchased under the authority of the FSS Program and are not “open market items.”

g.) Items awarded under ancillary supplies/services and other direct cost (ODC) SINs are not Order-Level Materials. These SINs are reserved for items that can be defined and priced *up-front* at the FSS contract level.

h.) The Order-Level Materials SIN cannot be the only SIN awarded on a contract. The Order-Level Materials SIN is only authorized for use in direct support of another awarded SIN.

i.) The Order-Level Materials SIN is exempt from *Commercial Sales Practices* disclosure requirements.

j.) The Order-Level Materials SIN is exempt from the following clauses:

- 552.216-70 *Economic Price Adjustment - FSS Multiple Award Schedule Contracts*
- I-FSS-969 *Economic Price Adjustment - FSS Multiple Award Schedule*
- 552.238-71 *Submission and Distribution of Authorized FSS Schedule Pricelists*, 552.238-75 *Price Reductions*

k.) Terms and conditions that otherwise apply to the FSS contract also apply to the Order-Level Materials SIN. Examples include but are not limited to:

- Trade Agreements Act (TAA)
- Sales reporting and IFF remittance
- Environmental Attributes clauses
- AbilityOne Program Essentially the Same (ETS) compliance

l.) The Order-Level Materials SIN is subject to any transactional data reporting (TDR) requirements in effect under the FSS contract.

m.) Prices for items provided under the Order-Level Materials SIN must be inclusive of the IFF. The cumulative value of OLMs in an individual task or delivery order cannot exceed 33.33% of the total value of the order.

2. The following clause is ADDED to this contract:

- 552.238-82 *Special Ordering Procedures for the Acquisition of Order-Level Materials* (JAN 2018)

**Acceptance of Modification** - Vendor must either accept or decline this modification as described below.

Yes - Vendor has responded yes to this modification and elects to add the order-level materials (OLM) authority to its MAS contract. The OLM Special Item Number and all clause changes noted above will be incorporated into the vendor's MAS Contract.