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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE N/A | PAGE OF PAGES 1 4 |
| 2. AMENDMENT/MODIFICATION NO. PS12 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. N/A | 5. PROJECT NO. (If applicable) N/A | |
| 6. ISSUED BY U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131 | CODE | 7. ADMINISTERED BY (If other than Item 6) Same as Block 6 | CODE | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Alliant SB CTA, LLC 601 Pierce Street Omaha, NE 68108-3310 | | | (X) | 9A. AMENDMENT OF SOLICITATION NO. |
| | | | | 9B. DATED (SEE ITEM 11) |
| | | | (X) | 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-06F-0601Z |
| | | | | 10B. DATED (SEE ITEM 13) Feb 8, 2008 |
| 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 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)
N/A

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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| 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 checked="" type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

Modification PS12 is hereby issued to reflect the following changes:

- (1) Add clause H.10 ELEGIBILITY TO PERFORM AS A PRIME CONTRACTOR ON TASK ORDERS;

continued on next page...

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.

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| 15A. NAME AND TITLE OF SIGNER (Type or print) Alfred Serrano Program Manager | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Greg D. Byrd Contracting Officer |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED 12/10/13 |
| | 16B. UNITED STATES OF AMERICA |
| | 16C. DATE SIGNED JAN 03 2014 |

Changes/additions in the contract are denoted by a border line in the right margin

H.10 ELIGIBILITY TO PERFORM AS A PRIME CONTRACTOR ON TASK ORDERS

BACKGROUND

Quality of service delivery and socioeconomic public policy (e.g. small business contracting and credit) are key reasons why government customers use the Alliant Small Business GWAC (Alliant SB.)

Quality of service delivery is assured by 1) the rigorous evaluation process required of contractors to win a position on Alliant SB, 2) ongoing surveillance of contractor performance and 3) the flexible customer-controlled task order evaluation process.

In support of socioeconomic public policy all Alliant SB prime contractors had to initially qualify as small business concerns (SBCs) in the open market in order to be identified as a SBC on Alliant SB. As time passes circumstances can change and a given contractor is no longer considered a SBC in the open market, but in more limited circumstances an Alliant SB prime contractor is no longer a SBC on Alliant SB.

In order for a task order awarded under Alliant SB to receive small business credit the Alliant SB prime contractor must be a SBC on Alliant SB, and not have become an other than a SBC on Alliant SB.

FAR 52.219-28 addresses triggers requiring prime contractors on long-term contracts, including Alliant SB, to re-represent small business size status in the open market and to apply the results to the long-term contract by updating the contract's FPDS records and to also consider other impacts. One of those triggers, applying to all prime contractors on Alliant SB, is prior to the 6th contract year/in association with the Alliant SB option period.

IMPACT TO ALLIANT SB PRIME CONTRACTORS OF BECOMING OTHER THAN A SMALL BUSINESS CONCERN ON ALLIANT SB

FAR 52.219-28 and FAR 17.207(e)(2) prompt the Alliant SB contracting officer to consider the effect of Alliant SB prime contractor size on the upcoming Alliant SB option. Both Alliant SB prime contractors and Alliant SB customers will benefit from the contracting officer dispositioning those matters before the option period. Hence, beginning 03 FEB 2014 the following terms and conditions apply governing if Alliant SB prime contractors may compete for and perform as prime contractors on Alliant SB option-period task orders^{1&2}:

¹ Any Alliant SB task order awarded after 02 FEB 2014 is considered to be an Alliant SB option-period task order unless it resulted from a proposal submitted in response to a request for proposals (and not a request for quotations or a request for information) provided the contractor's proposal upon which the task order award was based was received by the cognizant contracting officer prior to 03 FEB 2014 and the proposal includes the technical and cost or pricing information sought by the RFP.

- Task order awards competed pursuant to the fair opportunity to be considered standard described in FAR 16.505 may only be made to Alliant SB prime contractors that are considered SBC on Alliant SB³. Hence, Alliant SB prime contractors that are considered other than a SBC on Alliant SB are not eligible to compete as Alliant SB prime contractors for such task orders and should not respond to Alliant SB requests for information (RFI), requests for quotation (RFQ) or requests for proposals (RFP) subject to a fair opportunity to be considered⁴.
- Ordering Contracting Officers (OCOs) may implement any of the exceptions to a fair opportunity to be considered identified in FAR 16.505 to complete task order award to Alliant SB prime contractors that are considered SBC on Alliant SB.
- OCOs may implement one or more of the three exceptions to a fair opportunity to be considered identified below in order to complete task order award to Alliant SB prime contractors considered other than a SBC on Alliant SB⁵. Those exceptions are:
 - The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays. (FAR 16.505(b)(2)(i)(A))
 - Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized. (FAR 16.505(b)(2)(i)(B))
 - The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order. (FAR 16.505(b)(2)(i)(C))

² Any Alliant SB prime contractor not in agreement with these terms and conditions will not be further considered for the Alliant SB option period while those Alliant SB prime contractors in agreement with these terms and conditions, evidenced by signing and returning the modification timely and without exception, understand that the option period being exercised remains subject to the other aspects of FAR 17.207

³ GSA strives to maintain a current list of Alliant SB prime contractors and their size status on the underlying contract at the GSA Alliant SB website, www.gsa.gov/alliantsb

⁴ In addition to including those Alliant SB prime contractors that are SBC on Alliant SB in RFIs, RFQs and RFPs subject to a fair opportunity to be considered, during the Alliant SB option period OCOs may, but are not required to, include those Alliant SB prime contractors that are other than a SBC on Alliant SB in order to promote teaming.

- Alliant SB prime contractors that are other than a SBC on Alliant SB during the option period might not be removed from the Alliant SB E-Buy distribution lists so might be included in Alliant SB E-Buy RFIs, RFQs and RFPs. However, the mere inclusion of one or more Alliant SB prime contractors that is other than a SBC on Alliant SB during the option period on Alliant SB RFIs, RFQs or RFPs does not establish a right to respond or to be awarded any resulting task order(s).

⁵ Alliant SB customers that have already competed and awarded an Alliant SB task order did so under contract terms and conditions that provided for the benefit of a “logical follow on” task order so that exception is preserved. Similarly, the other two cited exceptions available to OCOs depend upon rigorous rationale being applicable so they too are preserved. There is an additional exception to a fair opportunity to be considered involving the issuance of an order to meet a minimum guarantee and that is reserved to the GSA Procuring Contracting Officer (PCO) or the PCO’s written designee.

- No other exceptions to a fair opportunity to be considered are available to OCOs to access Alliant SB prime contractors considered other than a SBC on Alliant SB.
- During the Alliant SB option period an Alliant SB prime contractor that became other than a SBC on Alliant SB based upon the size re-representation tied to the Alliant SB option period may subsequently recover its status as a SBC on Alliant SB by later operation of FAR 52.219-28.