

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE N/A	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. PS16	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable) N/A	
6. ISSUED BY CODE	7. ADMINISTERED BY (if other than Item 6) CODE			
U.S. General Services Administration Small Business GWAC Center - Alliant SB 2300 Main Street Kansas City, MO 64108				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(√)	9A. AMENDMENT OF SOLICITATION NO.
Alliant SB CTA, LLC				
601 Pierce Street				
Omaha, NE 68108				9B. DATED (SEE ITEM 11):
			√	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-06F-0601Z
CODE	FACILITY CODE			10B. DATED (SEE ITEM 13) Feb 8, 2008
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) N/A

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: 43.103(a), Bilateral Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to: <ul style="list-style-type: none"> a. Add required contract clauses b. Replace Section B.5 c. Additions and updates to expired/updated terminology in Section F.5 d. Replace Section G.7 e. Replace the first two paragraphs of Section G.8.1 f. Replace Section G.9.5 g. Replace Section G.9.7 h. Section J Attachment 7 <END OF SUMMARY>
CONTINUED ON NEXT PAGE...
<small>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.</small>

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Alfred J. Serrano, Alliant SB CTA #11</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Greg D. Byrd Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED <i>Feb 11, 2016</i>
16B. UNITED STATES OF AMERICA BY Signature of Contracting Officer)	16C. DATE SIGNED

Continued from page 1:

A. Add the following clauses to section I.3 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES INCORPORATED BY REFERENCE

CLAUSE #	CLAUSE TITLE	DATE
552.212-4	Contract Terms and Conditions-Commercial Items. (ALTERNATE II)	July 2015
552.232-39	Unenforceability of Unauthorized Obligations	July 2015
552.232-78	Commercial Supplier Agreements - Unenforceable Clauses	July 2015

B. Replace Section B.5 CONTRACT ACCESS FEE in its entirety with the following:

B.5 CONTRACT ACCESS FEE

The Contract Access Fee (CAF) is a required GSA fee that is currently fixed at ¾ of one percent (i.e., 0.0075). This fee shall never to be treated as a negotiable element between the contractor and ordering agency. CAF shall be applied to the total price for contractor performance as billed to the Government.

The formula for calculating CAF is:

Embedded Charges – Contract Line Items Numbers (CLIN) that have the CAF embedded in contractor labor rates and/or other charges to the contract. All charges are considered loaded except for a separate CAF CLIN, if any.

Charges w/o CAF – Those CLINs that are exempt from a CAF where the CAP has been met, and/or do not include the required CAF within the CLIN(s).

B = CAF Rate for the Contract set by GSA noted in the Contract, e.g., 0.75 percent (a constant rate).

C = Embedded charges, e.g., \$500,000.00 value in CLIN.

D = Charges w/o CAF, e.g., \$496,277.92 value in CLIN.

FORMULA 1 – (Use for Embedded Charges CLINs): $\$CAF = (C/1+B) * (B)$

Example: $(\$500,000.00/1.0075) * (0.0075) = \$3,722.08$ CAF

FORMULA 2 – (Use for Charges w/o CAF CLINs): $\$CAF = D * B$

Example: $(\$496,277.92 * 0.75\%) = \$3,722.08$ CAF

The total CAF collected per Order will be capped at a set amount to be determined by the Alliant GWAC Program Office. For more information on this cap, please see the Alliant website (<http://www.gsa.gov/alliant>).

Currently, the CAF thresholds are set according to the following table:

Issued by	Order Amount	CAF Threshold
Direct Order Client	\$20M/per year	\$150,000/per year
GSA Assisted Acquisition	\$13.3M/per year	\$100,000/per year
Direct Order Client	\$10M/per half year	\$ 75,000/per half year
GSA Assisted Acquisition	\$6.65M/per half year	\$ 50,000/per half year

For task orders expected to reach or exceed the CAF thresholds that do not have a dedicated CLIN set aside for CAF, the contractor should communicate with the Ordering Contracting Officer to ensure there is no overpayment of CAF from the ordering agency to the contractor.

CAF Thresholds are based on an order year. An order year is one single year beginning on the date of task order execution. This term is used to distinguish the beginning and end of a task order year from a calendar year or a fiscal year. An order year is a 365 day period beginning on the date of task order execution. If an order has a multi-year order of 3 years, there will be three task order years with CAF due for each task order year period. A contract term of less than one year, basic period or option period, will have the CAF CAP

adjusted proportionately based on the shorter timeframe of the term. For example, if the base period has a six-month term, rather than a one-year term, the CAF CAP would be adjusted down proportionately to 50 percent (6/12 months) of the annual CAP.

The Contractor shall estimate CAF in their proposals to the ordering agency for all Orders, regardless of contract-type. It is preferable to the government that an agency's OCO fund CAF as a separate Contract Line Item Number (CLIN), especially for Cost-type contracts. It is acceptable, although not always preferable, for the ordering agency to fund CAF as embedded costs in the CLINS. For example, on Labor Hour CLINS, OCOs may require a contractor to include CAF in their fully-burdened Loaded Hourly Labor Rate. If the ordering agency chooses this option of embedding the CAF in the CLINS, versus a separate CAF CLIN, the OCO must clearly state those required terms in the Task Order Request (TOR), RFP, or RFQ document.

The Contractor remits the CAF to GSA in accordance with Section G.9.5

C. Additions and updates to expired/updated terminology in Section F.5 DELIVERABLES:

Replace the table in Section F.5 Deliverables in its entirety with the following:

ID	SECTION	DELIVERABLE TITLE	FREQUENCY	DELIVER TO
1	G.9.5	CAF Remittance	Remit the CAF to GSA in U.S. dollars within 30 calendar days for all invoices reported for a given quarter.	GSA via Contract Payment and Reporting Module (CPRM) on-line pay.gov
2	G.9.7	Reporting Transactional Data	<p>Order/Modification Data – Report all orders/modifications within 15 calendar days of order award/mod signed month;</p> <p>Invoice Data – Report invoice data within 30 Calendar days after each report quarter for ALL Invoices either Remitted or Paid depending on when your company has chosen to pay CAF;</p> <p>CAF Payment Data – Report each CAF payment remitted to GSA within 30 calendar days after each report quarter.</p>	Contract Payment and Reporting Module (CPRM)
3	G.9.8.1	Annual Order Close-out Report	Annually by May 30th of each year.	PCO via Alliant@gsa.gov

D. Replace Section G.7 CONTRACTOR PERFORMANCE SYSTEM in its entirety with the following:

G.7 CONTRACTOR PERFORMANCE SYSTEM

Past performance evaluations pertaining to the Basic Contract and Orders under the Basic Contract will reside in the Past Performance Information Retrieval System (PPIRS). The PPIRS functions as the central

warehouse for performance assessment reports received from various Federal performance information collection systems.

Contractors will be required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the OCO at the Order level. Contractor "view" access to PPIRS is gained through the System for Award Management (SAM) (www.sam.gov) process. Contractors must be registered in SAM and must have created a Marketing Partner Identification Number (MPIN) in the SAM profile to access their PPIRS information.

E. Replace the first two paragraphs of Section G.8.1 SUBCONTRACTING REPORTS with the following:

In implementing the requirements set forth in FAR 52.219-14, Limitation on Subcontracting, contractors shall follow the subcontracting reporting process established for 8(a) certified firms at 13 CFR 124.510. Contractors shall maintain up-to-date records concerning subcontracting costs. Subcontracting data shall be entered electronically via the GWAC Management Module. The Contract Payment Reporting Module (CPRM) can be accessed at <http://itss.gsa.gov>.

Subcontracting data shall be current within the CPRM no later than 30 calendar days after each six-month reporting period. The first reporting period will begin on the effective date of the notice to proceed and continue semi-annually thereafter. The reporting periods are as follows:

F. Replace Section G.9.5 CONTRACT ACCESS FEE (CAF) Remittance in its entirety with the following:

G.9.5 Contract Access Fee (CAF) Remittance

The Contract Access Fee (CAF) reimburses GSA for the cost of operating the Alliant SB Program. The CAF percentage is set at the discretion of GSA and GSA maintains the unilateral right to change the percentage at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change.

Contractors shall remit the CAF in U.S. dollars to GSA within 30 calendar days after each report quarter for all invoices either remitted or paid by the customer (must pick one method and stick with it). Where CAF for multiple invoice payments (on one or more Orders) is due, Contractors may consolidate the CAF owed into one payment, per GWAC Contract Family and then allocate that payment to each task order associated to that payment within the CPRM. CAF payments shall not be combined with another GWAC, Schedule, or other GSA Contract.

CAF payments are to be remitted via the CPRM system using pay.gov secure electronic system. Payments can be made directly from contractor's business bank account or by credit/debit card once the on-line pay.gov system enhancement for accepting credit/debit card has been deployed. If for some reason you are not able to access the CPRM to make the secure pay.gov payment, then you must request approval in writing by the PCO to make a payment outside the CPRM system. If written approval is granted and a payment is remitted outside the CPRM system, then you MUST make sure your GWAC Contract Number is annotated.

Calendar Quarters	CAF Due Date
1st Quarter: January 1 – March 31	April 30 th
2nd Quarter: April 1 – June 30	July 30 th
3rd Quarter: July 1 – September 30	October 30 th
4th Quarter: October 1 – December 31	January 30 th

GSA FAS reserves the right to unilaterally change such instructions as necessary, following notification to the Contractor.

Failure to remit the CAF in a timely manner will constitute a Basic Contract debt to the United States Government under the terms of FAR 32.6.

G. Replace Section G.9.7 CONTRACTOR ADMINISTRATIVE REPORTING in its entirety with the following:

G.9.7 Reporting Transactional Data

The following defines the transactional data reporting requirements. The contractor shall provide the following data electronically via the Contract Payment and Reporting Module (CPRM) which can be accessed at <http://portal.fas.gsa.gov>. Further instruction and definitions for each data element, which is required to be reported, can be found within the CPRM via the hover text and/or Contractor training video.

The types of reporting data required are as follows:

(a) Order Award – The contractor shall report all orders not issued by GSA, in the AAS Business System Portal (ASSIST) within fifteen (15) calendar days of Order award signed date. Award data includes, but is not limited to:

- (1) Basic Contract Number
- (2) Order Number
- (3) Order Description (i.e. Type of Project)
- (4) Predominant Contract Type (i.e. T&M, CPFF, FFP, etc.)
- (5) Issuing Ordering Contracting Officer (OCO)
- (6) Initial Period of Performance
- (7) Award Date
- (8) Award Obligated/Funded Amount
- (9) Attach a copy of the award document

Note: Order Award data issued through ASSIST will automatically populate into the CPRM. (The ASSIST acronym stands for Articulation System Stimulating Interinstitutional Student Transfer.)

(b) Modification Data – The contractor shall report all modifications not issued by GSA in the AAS Business System Portal (ASSIST) within fifteen (15) calendar days from the date of each Modification signed date. Modification data includes, but is not limited to:

- (1) Basic Contract Number
- (2) Order Number
- (3) Modification Number
- (4) Modification Description (i.e., Incremental Funding, Exercise Option, etc.)
- (5) Issuing OCO
- (6) Modification Period of Performance
- (7) Modification Date
- (8) Modification Obligated/Funded Amount
- (9) Attach a copy of the modification

Note: Modification data issued through ASSIST will automatically populate into the CPRM.

(c) Invoice Data – The contractor shall report invoice data from each remitted or paid invoice (must pick one method and stick with it) during a given quarter within 30 calendar days after the report quarter. Basically, at the time the invoice is reported, a CAF payment must be made.

Calendar Quarters:

- 1st Quarter: January 1 – March 31 CAF Due Date: April 30th
- 2nd Quarter: April 1 – June 30 CAF Due Date July 30th
- 3rd Quarter: July 1 – September 30 CAF Due Date October 30th
- 4th Quarter: October 1 – December 31 CAF Due Date January 30th

If CAF payment adjustments are made, such as from paid invoices not matching remitted invoices (that were previously reported), the contractor shall adjust and reconcile CAF payment data with invoice data in the CPRM.

Invoice data includes, but is not limited to:

- (1) Contractor Invoice Number
- (2) Remit or Paid Date (Note: This is not the report date)
- (3) Itemized Charges categorized as follows:
 - (a) On-Site and Off-Site Labor Categories for T&M/Labor Hour (including non- Alliant SB/specialized labor categories) (Time & materials or labor hour task orders only)
 - (b) Cost Reimbursement Labor
 - (c) Fixed Price Labor
 - (d) Loaded Hourly Labor Rates or Direct Labor rates as applicable. (Time & materials or labor hour task orders only)
 - (e) Award/Fixed/Incentive Fees, as applicable
 - (f) Travel, as applicable
 - (g) Other Direct Costs (ODCs), as applicable
 - (h) Materials (for T&M task orders only)

Note: Hybrid blends, e.g., fixed price/time & material, should report those items above as it relates to each of the respective task order types.

Note: ODCs, for exclusive purpose of reporting in CLIN# C00 of the CPRM, is hereby defined as written within the 'Instruction' columns in Attachment 7 of Section J of the contract, 'CPRM CLIN Reporting Format.' Thus, this definition of ODCs does not correspond to the FAR's definition.

The contractor shall report invoice data in accordance to Section J Attachment 7 CPRM CLIN reporting format.

(d) Zero Invoice Data – For all Active Task Orders, if no Invoice Data was remitted or paid during a report month, the contractor shall report in the "Zero Invoice Data" screen located in the CPRM for that particular task order within 30 calendar days after each report quarter.

(e) CAF Payment Data – The contractor shall report each CAF payment remitted to GSA within 30 calendar days after the end of the report quarter in with the invoice that was remitted or paid to the Customer.

CAF payment data includes, but is not limited to:

- (1) Voucher Number (Number used to identify payment. (i.e.- Invoice number or Invoice remit month)
- (2) Total Remitted Amount
- (3) CAF Remit Date
- (4) CAF Paid Date
- (5) Amount applied to each Order Number (for the reported payment)

The Contractor shall convert all currency to U.S. dollars using the "Treasury Reporting Rates of Exchange," issued by the U.S. Department of Treasury, Financial Management Service.

H. Section J Attachment 7 CPRM CONTRACT LINE ITEM NUMBER REPORTING FORMAT

SECTION J – ATTACHMENT 7 CPRM Contract Line Item Number Reporting Format

The CPRM contains unique Contract Line Item Numbers (CLINs) that are specifically defined for the Alliant GWAC (see Attachment 7A, 2nd column). Reporting in the CPRM is mandatory per Alliant Contract Section G.9.7 Contractor Administrative Reporting.

This contract attachment specifically outlines the reporting data requirements for the Invoice/Purchase Data (Sales/Invoices).

There are three methods to enter purchase data in the CPRM.

- 1) Direct or manual entry of each labor category;
- 2) Uploading a Batch File containing CLIN data pertaining to a single Invoice or multiple invoices across multiple orders (called Upload Package). Two file formats accepted: Comma separated value (CSV) file and MS Excel spreadsheet file (XLS format or any other current MS Excel version);
- 3) System-to-system via Web Services.

The CPRM technical instructions (video) for Purchase Data reporting can be found at the GSA website <https://web.itss.gsa.gov>. In addition, the following applies:

- 1) When reporting T&M/LH task orders, the Contractor shall record in the CPRM in the following format when selecting any of the 80 Labor Categories:

Purchase Line Type	(Select/cite any of the 80 T&M Labor Categories)
Purchase Line Unit	HR
Purchase Line Price	(Insert labor rate charged per hour)
Purchase Line Quantity	(Insert number of hours worked)

NOTE: Contractors shall not input employee names in the CPRM.

- 2) For Hybrid Contract types, the required Cost Elements appropriate to the individual Contract Type used in the hybrid contract must be reported in the CPRM.
- 3) Alliant Contractors submitting invoices to the Ordering Contracting Officer shall clearly show the CAF as a separate CLIN for Orders anticipated to reach or exceed the below thresholds.

The CAF threshold amounts are:

Issued By	Order Amount	CAF Threshold
Direct Order Client	\$20 M/per year	\$150,000/per year
GSA Assisted	\$13.3M/per year	\$100,000/per year

(Per Year calculation is from date of Order award)

- 4) The CPRM CLIN numbering is cited when utilizing the Comma Separated Value (CSV) file and Excel spreadsheet file (XLS format or any other current MS Excel version); uploading feature to the CPRM. Further instructions on Batch Uploading can be found at <https://web.AASBA.gsa.gov/Login>.

*****END OF MODIFICATION*****