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In order to make changes to your MAS contract you must request a modification via eMOD. eMOD is a web-based application that allows MAS contractors to electronically prepare and submit contract modification requests to their Contracting Officers (CO). If you have questions on how to submit a modification via eMOD please go to <http://eoffer.gsa.gov/> for guidance on utilizing the eMOD system.

**** ANY EMOD REQUESTS SUBMITTED WITHOUT ALL REQUIRED DOCUMENTS, MAY BE REJECTED AS NON-RESPONSIVE AND RECEIVE NO FURTHER CONSIDERATION.**

The following items must be current, complete, and accurate before submitting your modification request.

- Ensure that your digital certificate is active and current so that you can submit the eMOD request. Digital certificates expire every 2 years. If you have questions on how to reactivate your digital certificate please reference the following link. https://eoffer.gsa.gov/eoffer_docs/DigitalCert.html.
- Ensure that all mass modifications have been accepted. Please refer to the following link to verify if your mass modifications have been accepted. <https://mcm.fas.gsa.gov/>.
- Ensure that your SAM registration is valid and active via www.sam.gov.
- Ensure that all applicable attachments/enclosures (i.e - sin additions, services/labor category additions, economic price increase/ price reduction, deletions, etc) are completed in their entirety.
- Ensure that all documents for each individual request, as required in the guidelines below, are submitted via an eMOD attachment.
- If you were awarded a non-TDR contract or you have not accepted TDR via mass mod A509, you MUST include the CSP-1 (or provide a written statement indicating that no changes have occurred to the current commercial sales practices from initial date of award and/or subsequent modifications).
- Ensure that each attached document is accurately named/titled in eMOD to assist the CO in determining what information is included in each document, i.e. Commercial Price List, Enclosure 5, Cover letter, etc.
- Please note: There are special proposal instructions and specific requirements for some SINS, i.e. SIN 561-001, 561-002, 811-002, 003-97, etc. These instructions and requirements can be downloaded and viewed in the current 03FAC solicitation number 6FEC-E6-030292-B at www.fbo.gov.

*****How do you know if your contract is a TDR contract or non-TDR contract******

1. If you accepted mass mod A509 incorporating TDR then your contract is a TDR applicable contract.
2. If your contract was awarded as a TDR contract then TDR applies to your contract.
3. If you accepted mass mod A509 or were awarded as TDR, but were eligible and granted the one time opt out modification, then your contract is non-TDR.
4. If your contract was awarded as a non-TDR contract and you did not accept mass mod A509 then your contract is a non-TDR contract.

ADMINISTRATIVE EMOD SUBTYPES

Select the applicable administrative eMOD subtype below and upload the required document(s) for each. Please note that you can combine these subtypes into one modification request in eMOD instead of sending multiple modification requests separately. It is suggested that vendors state within their cover letter if TDR is applicable to their contract.

Address Change

- Update SAM (www.sam.gov) with correct address and SAM will automatically initiate a Rapid Action Modification (RAM) in eMOD and sent to your CO to incorporate the change into your contract.

Contract Administrator/Point of Contract (POC) (Delete/Add/Change POC)

- Submit cover letter on company letter head, signed by current authorized negotiator explaining the changes you are requesting to be made.

Authorized negotiator (Delete/Add/Change Negotiator)

- Submit cover letter on company letter head, signed by current authorized negotiator explaining the changes you are requesting to be made.
- Cover Letter must contain the Name, Title/Position, Telephone & Fax numbers, and email address of the person(s) you want to add as an authorized negotiator. The information in the cover letter must match the digital certificate and the information in eMOD **EXACTLY!!!**

Email Address Change

- Submit cover letter on company letter head, signed by current authorized negotiator explaining the changes you are requesting to be made.

Fax Change

- Submit cover letter on company letter head, signed by current authorized negotiator explaining the changes you are requesting to be made.

Telephone Change

- Submit cover letter on company letter head, signed by current authorized negotiator explaining the changes you are requesting to be made.

IFF POC

- Submit cover letter on company letter head, signed by current authorized negotiator explaining the changes you are requesting to be made.
- Please note: The person you are adding as an IFF POC, must also be either an administrative POC or an authorized Negotiator and must have a digital certificate.

Website Address Change

- Submit cover letter on company letter head, signed by current authorized negotiator explaining the changes you are requesting to be made.

ADDITION EMOD SUBTYPES

Add Labor Category and/or Service Offerings (to already awarded SINs)

- Submit cover letter explaining the changes you are requesting to be made and why.
- If your contract is non-TDR you must submit Enclosure 1 (Commercial Sales Practice Format (CSP-1) or provide a written statement indicating that no changes have occurred since initial contract award.
- If your contract is TDR applicable then you DO NOT need to submit CSP-1 or submit any information as it relates to Most Favored Customer (MFC) and Basis of Award (BOA).
- Submit Enclosure 2 (Price Proposal Template). This enclosure form must be completed in its entirety to reflect all GSA pricing (both inclusive and exclusive of IFF) and submitted in EXCEL format only.
- If you are proposing non-exempt or non-professional labor categories, SCA is applicable. You must complete and submit the SCA Matrix as shown in Enclosure 3. Map the SCA eligible labor categories to the equivalent labor category title available at <https://www.dol.gov/> and download the SCA directory of Occupations, 5th Edition and attach the wage determinations in the eMOD request.
- Submit pricing support in the form of invoices which must be dated no more than two years old. All applicable invoices must be clearly label to reflect pricing relevance and must identify the specific labor categories and/or services you are proposing.
- Submit descriptions for each proposed labor category/service which includes positions/titles, education level, certifications, etc.
- Suggest the contractor conduct and submit market research results in the below excel format to show that proposed pricing is competitive.

Awarded Labor Category/task	GSA Awarded Price	#1 Competitor Name and Advantage Contract No.	#2 Competitor Name and Advantage Contract No.	#3 Competitor Name and Advantage Contract No.
General Clerk I	\$	Insert Competitor Price	Insert Competitor Price	Insert Competitor Price
HVAC Mechanic	\$\$	Insert Competitor Price	Insert Competitor Price	Insert Competitor Price
Electrician	\$\$	Insert Competitor Price	Insert Competitor Price	Insert Competitor Price

- If adding labor categories under SIN 003-97 you must also adhere to the special proposal instructions related to Davis Bacon Act (DBA) by completing the below DBA Matrix and submitting a print out of the DBA wage determination.

Labor Categories	GSA Price (Inclusive of IFF)	DBA General Decision Number	Modification Number
Carpenter	\$		
Electrician	\$		

Add Products under SIN 003-100 or 871-100

- Submit cover letter explaining the changes you are requesting to be made and why.
- If your contract is non-TDR, you must submit Enclosure 1 (Commercial Sales Practice Format (CSP-1) or provide a written statement indicating that no changes have occurred since initial contract award.
- If your contract is TDR applicable then you DO NOT need to submit CSP-1 or submit any information as it relates to Most Favored Customer (MFC) and Basis of Award (BOA).
- Submit a document stating that ALL products are TAA Compliant and that your company has a tracking system in place for any products awarded to your contract to ensure they are TAA compliant.
- Submit Enclosure 2 (Price Proposal Template).

Add SIN(s)

- Submit cover letter explaining the changes you are requesting to be made and why.
- If your contract is non-TDR, you must submit Enclosure 1 (Commercial Sales Practice Format (CSP-1) or provide a written statement indicating that no changes have occurred since initial contract award.
- If your contract is TDR applicable then you DO NOT need to submit CSP-1 or submit any information as it relates to Most Favored Customer (MFC) and Basis of Award (BOA).
- Submit Enclosure 4 Technical Proposal Form – Relevant Project Experience.
 - The technical proposal form must be completed in its entirety to include **two** specific projects for EACH proposed SIN. Technical proposal form is not required for SIN 003-100.
- Submit Statements of Work (SOW) for each relevant project experience.
 - All SOW documents must clearly identify the specific work performed by the company, for each proposed SIN(s). The SOW must clearly identify the project start/end date, which must be completed in the last 2 years and/or be ongoing.
- Submit Enclosure 2 (Price Proposal Template). This enclosure form must be completed in its entirety to reflect all GSA pricing (both inclusive and exclusive of IFF) and submitted in EXCEL format only.
- If you are proposing non-exempt or non-professional labor categories, SCA is applicable. You must complete and submit the SCA Matrix as shown in Enclosure 3. Map the SCA eligible labor categories to the equivalent labor category title available at <https://www.dol.gov/> and download the SCA directory of Occupations, 5th Edition and attach the wage determinations in the eMOD request.
- Submit pricing support in the form of invoices which must be dated no more than two years old. All applicable invoices must be clearly label to reflect pricing relevance and must identify the specific labor categories and/or services you are proposing.
- Submit descriptions for each proposed labor category/service which includes positions/titles, education level, certifications, etc.
- Suggest the contractor conduct and submit market research results in the below excel format to show that proposed pricing is competitive.

Awarded Labor Category/task	GSA Awarded Price	#1 Competitor Name and Advantage Contract No.	#2 Competitor Name and Advantage Contract No.	#3 Competitor Name and Advantage Contract No.
General Clerk I	\$	Insert Competitor Price	Insert Competitor Price	Insert Competitor Price
HVAC Mechanic	\$\$	Insert Competitor Price	Insert Competitor Price	Insert Competitor Price
Electrician	\$\$	Insert Competitor Price	Insert Competitor Price	Insert Competitor Price

DELETION EMOD SUBTYPES

Delete Labor Category and/or Service Offerings (to already awarded SINs)

- Submit cover letter explaining the changes you are requesting to be made and why.
- Submit Enclosure 6 (Deletion of Labor Categories/Services/Products) in the eMOD attachment.
- Please note that once these labor categories are deleted from your contract you cannot submit a modification during the remainder of the contract period of performance to add substantially equal labor categories at higher prices.

Delete Products

- Submit cover letter explaining the changes you are requesting to be made and why.
- Submit Enclosure 6 in the eMOD attachment.
- Please note that once these products are deleted from your contract you cannot submit a modification during the remainder of the contract period of performance to add substantially equal products at higher prices.

Delete SIN

- Submit cover letter explaining the changes you are requesting to be made and why.
- Submit Enclosure 6 in the eMOD attachment.
- Please note that once these labor categories and/or products are deleted from your contract you cannot submit a modification during the remainder of the contract period of performance to add substantially equal labor categories and/or products at higher prices.

PRICING EMOD SUBTYPES

Economic Price Adjustment (EPA) with commercial price list (increase)

For contracts based on a commercial published price list or commercial catalog, in accordance with Clause 552.216-70.

- Submit cover letter explaining the changes you are requesting to be made and why.
- If your contract is non-TDR, you must submit Enclosure 1 (Commercial Sales Practice Format (CSP-1) or provide a written statement indicating that no changes have occurred since initial contract award.
- If your contract is TDR applicable then you DO NOT need to submit CSP-1 or submit any information as it relates to Most Favored Customer (MFC) and Basis of Award (BOA).
- Submit Enclosure 5 (request for Economic Price Adjustment) in excel format.
- Submit pricing support in the form of invoices to substantiate and justify the rationale for the price increases. All invoices must be clearly labeled to reflect pricing relevance and must identify the specific labor categories and/or services you are proposing to increase.
- Submit published Commercial Price List (CPL)/Catalog. The established commercial pricing in a published and dated catalog or price list must be provided, with the company name, name/title of the CPL and current effective dates/period.
 - Note: For verbatim extracted CPL/catalogs, this format must be annotated in accordance with Clause 552.212-70, Preparation of Offer, to include a statement that this price list is a verbatim extract from (source and date) and signed by a company representative.
- Suggest the contractor conduct and submit market research results in the below excel format to show that proposed pricing is competitive.

Awarded Labor Category/task	GSA Awarded Price	#1 Competitor Name and Advantage Contract No.	#2 Competitor Name and Advantage Contract No.	#3 Competitor Name and Advantage Contract No.
General Clerk I	\$	Insert Competitor Price	Insert Competitor Price	Insert Competitor Price
HVAC Mechanic	\$\$	Insert Competitor Price	Insert Competitor Price	Insert Competitor Price
Electrician	\$\$	Insert Competitor Price	Insert Competitor Price	Insert Competitor Price

Economic Price Adjustment (EPA) without commercial price list (increase)

For contracts NOT based on a CPL, but based on Market Rate Pricing in accordance with Clause I-FSS-969.

- a) If a fixed annual escalation rate was negotiated at the time of contract award, you do not need to submit an eMOD request for EPA. The contract should spell out the annual escalation rate awarded to your contract which should automatically be effective on the anniversary date of your contract begin date.
- b) If your EPA is based on a market indicator, you must submit an EPA request in eMOD and submit the following:
 - Submit cover letter explaining the changes you are requesting to be made and why.
 - If your contract is non-TDR, you must submit Enclosure 1 (Commercial Sales Practice Format (CSP-1) or provide a written statement indicating that no changes have occurred since initial contract award.
 - If your contract is TDR applicable then you DO NOT need to submit CSP-1 or submit any information as it relates to Most Favored Customer (MFC) and Basis of Award (BOA).
 - Submit Enclosure 5 (request for Economic Price Adjustment) in excel format.
 - Submit a copy of the price index which clearly shows the change from the time of contract award (or previous price adjustment) to the current percentage or rates.

Permanent Price Reduction (based on Most Favored Customer)

- Submit cover letter explaining the changes you are requesting to be made and why.
- Submit Enclosure 1 (Commercial Sales Practice Format (CSP-1) reflecting the Most Favored Customer Changes
- Submit Enclosure 5 (request for Economic Price Adjustment) in excel format.

Permanent Price reduction (Industry Partner Requested)

- Submit cover letter explaining the changes you are requesting to be made and why.
- If your contract is non-TDR, you must submit Enclosure 1 (Commercial Sales Practice Format (CSP-1) or provide a written statement indicating that no changes have occurred since initial contract award.
- If your contract is TDR applicable then you DO NOT need to submit CSP-1 or submit any information as it relates to Most Favored Customer (MFC) and Basis of Award (BOA).
- Submit Enclosure 5 (request for Economic Price Adjustment) in excel format.

Wage Determination

Price adjustments on SCA-covered labor categories occur in accordance with FAR clause 52.222-43 AND either I-FSS-969 or 552.216.70.

- Submit cover letter explaining the changes you are requesting to be made and why.
- If your contract is non-TDR, you must submit Enclosure 1 (Commercial Sales Practice Format (CSP-1) or provide a written statement indicating that no changes have occurred since initial contract award.
- If your contract is TDR applicable then you DO NOT need to submit CSP-1 or submit any information as it relates to Most Favored Customer (MFC) and Basis of Award (BOA).
- Submit an excel document reflecting the amount of the increase/decrease claimed and change in fixed hourly rates. Note that updating the wage determination every year will NOT always result in the contractor increasing the rates of their SCA-covered labor categories. In fact, if the contractor escalates pricing in accordance with one of the two EPA clauses, it may be that it will never qualify to increase rates in accordance with clause 52.222-43.
- Submit the old wage determination and the new wage determination and highlight the applicable SCA Equivalent Code Title.
- Submit supporting documentation demonstrating that the awarded price(s) need to be increased in order to comply with said new wage determination, i.e. pay check stubs.

TECHNICAL EMOD SUBTYPES

Change in Geographic Coverage (Scope)

- Submit cover letter explaining the changes you are requesting to be made and why.
- If your contract is non-TDR you must submit Enclosure 1 (Commercial Sales Practice Format (CSP-1) or provide a written statement indicating that no changes have occurred since initial contract award.
- If your contract is TDR applicable then you DO NOT need to submit CSP-1 or submit any information as it relates to Most Favored Customer (MFC) and Basis of Award (BOA).
- Depending on the specifics of the modification request, the CO may require additional information, supporting documentation and/or contract clauses completed by vendor, i.e.
 - Acknowledgement of Overseas Differential Pay
 - I-FSS-108 Clauses for overseas coverage
 - I-FSS-103 Scope of Contract – Worldwide
 - G-FSS-900-C Contact for contract administration

TERMS AND CONDITIONS EMOD SUBTYPE

Revise Terms and Conditions

This subtype can be used for numerous situations such as, but not limited to: market indicator change, MFC change, volume discount change, escalation rate change, PPD change, etc.

- Submit cover letter explaining the changes you are requesting to be made and why.
- If your contract is non-TDR you must submit Enclosure 1 (Commercial Sales Practice Format (CSP-1) or provide a written statement indicating that no changes have occurred since initial contract award.
- If your contract is TDR applicable then you DO NOT need to submit CSP-1 or submit any information as it relates to Most Favored Customer (MFC) and Basis of Award (BOA).
- Depending on the specifics of the modification request, the CO may require additional information, supporting documentation and/or contract clauses completed by vendor, i.e.
 - Invoices
 - Bureau of Labor statistics cost index

Re-Representation of Business Size

- Submit cover letter explaining the changes you are requesting to be made and why.
- If your contract is non-TDR you must submit Enclosure 1 (Commercial Sales Practice Format (CSP-1) or provide a written statement indicating that no changes have occurred since initial contract award.
- If your contract is TDR applicable then you DO NOT need to submit CSP-1 or submit any information as it relates to Most Favored Customer (MFC) and Basis of Award (BOA).
- Attach a copy of SAM which reflects your re-represented business size for the applicable NAICS.
- If business size is going from small to large you must submit a signed and approved subcontracting plan.

Re-Representation of Small Business Type

- Submit cover letter explaining the changes you are requesting to be made and why.
- If your contract is non-TDR you must submit Enclosure 1 (Commercial Sales Practice Format (CSP-1) or provide a written statement indicating that no changes have occurred since initial contract award.
- If your contract is TDR applicable then you DO NOT need to submit CSP-1 or submit any information as it relates to Most Favored Customer (MFC) and Basis of Award (BOA).
- Attach a copy of SAM which reflects the changes made to the small business type

Incorporate Sub-Contracting Plan (Subk)

- Submit cover letter explaining the changes you are requesting to be made and why.
- If your contract is non-TDR you must submit Enclosure 1 (Commercial Sales Practice Format (CSP-1) or provide a written statement indicating that no changes have occurred since initial contract award.
- If your contract is TDR applicable then you DO NOT need to submit CSP-1 or submit any information as it relates to Most Favored Customer (MFC) and Basis of Award (BOA).
- Attach a copy of SAM which reflects your large business size for the applicable NAICS.
- Attach the signed and approved subcontracting plan.

LEGAL EMOD SUBTYPES

Please note that contract modifications such as price adjustments, additions, etc., may not be processed until an applicable Novation or Change of Name Agreement has been approved by GSA. Payment issues may also arise if a Novation or Change of Name Agreement is not processed at the time of the change.

Determining the agency responsible for executing your Novation or Change-of-Name Agreement:

- If the transferor has contracts (not task/purchase orders issued under the GSA schedule) with other Government agencies in addition to the GSA schedule contract, the agency responsible for processing the Novation or Change-of-Name Agreement modification is the agency with the largest unsettled (unbilled plus billed but unpaid) dollar balance of contract obligations.
- If the largest unsettled dollar balance is from task/purchase orders utilizing a GSA schedule contract, GSA is the agency responsible for processing the Novation or Change-of-Name Agreement modification.
- If the transferor has multiple GSA schedule contracts, the contracting officer for the specific GSA schedule contract with the largest unsettled task order dollar balance is the contracting officer responsible for processing the Novation or Change-of-Name Agreement modification.
- When a Novation or Change-of-Name Agreement has been processed by another Government agency or a different GSA office and needs to be recognized for a GSA schedule contract under Schedule 03FAC, submit the following:
 - o A request to recognize the Novation or Change-of-Name Agreement modification processed by the other agency/GSA office.
 - o A copy of the SF-30 signed by the responsible contracting officer.
 - o A copy of the Novation or Change-of-Name Agreement signed by the responsible contracting officer.

Which is appropriate: A Novation Agreement or a Change-of-Name Agreement

A Change-of-Name Agreement applies when:

- Only a change in the contractor's name is involved.
- Contractual rights and obligations remain unaffected.

A Change-of-Name Agreement is needed to:

- Recognize a legal change of the business name.
- Recognize a legal change of the "Doing Business As" name, even if the legal business name remains unchanged.

A Novation Agreement applies when:

- Transfer of all of the contractor's assets has occurred.
- Transfer of the entire portion of assets involved in the performance of the contract has occurred.

A Novation Agreement is needed to:

- Recognize a third party as the successor in interest to the Government contract.
- Recognize the transfer of the related assets.

A Novation Agreement is not needed when:

- There is a change of ownership due to a stock purchase.
- There is no legal change in the contracting party.
- The contracting party remains in control of assets and is the party performing the contract.

Change of Name Agreement

- A signed Change of Name Agreement (Enclosure 7).
 - o A sample is provided in Enclosure 7 and in clause 42.1205.
- Authenticated document by the state effecting the name change.
 - o The effective date of the transfer from this document should be reflected in the change of name agreement paragraph (a)(2) and in the attorney opinion letter.
- Attorney opinion letter.
 - o Must include a statement that the transfer was properly affected under the applicable state law.
 - o Must state the effective date of transfer.
- A list of contracts affected which details the following of each:

- Contract Number and contract type.
- Name and address of Contracting Officer.
- Total dollar Value.
- Approximate unpaid balance.

Novation Agreement

- A signed Novation Agreement (Enclosure 8).
 - A Sample is provided in Enclosure 8 and in Clause 42.1204.
- If the incorporating State does not require a corporate seal, include a statement to that effect on a separate page and email.
- A document describing the proposed transaction (Asset Purchase Agreement, Memorandum of Understanding, etc.).
 - The effective date of the transfer from this document should be reflected in the Novation Agreement paragraph (a)(2) and in the attorney opinion letter.
- An authenticated copy of instrument effecting asset transfer (bill of sale, certificate of merger, contract, deed, court decree, etc.).
- A list of contracts affect which details the following of each:
 - Contract Number and contract type.
 - Name and address of Contracting Officer.
 - Total dollar Value.
 - Approximate unpaid balance.
- An attorney opinion letter (for both transferee and transferor).
 - Must include a statement that the transfer was properly affected under the applicable state law.
 - Must state the effective date of the transfer.
 - Letter should be addressed to the attention of the Government contracting officer.
- An authenticated copy of the transferee's certificate and articles of incorporation if a corporation was formed to receive assets.
 - If the corporation was formed for a purpose other than to receive the transferor's assets, include a statement to that effect.
- A Certified Copy of Board Resolutions (for both transferee and transferor) authorizing transfer of assets.
 - If either company does not have a Board of Directors, include a statement to this effect and include a copy of the appropriate company's Articles of Incorporation to confirm that the company elected not to have a Board of Directors.
- A Certified Copy of Stockholder Meeting Minutes (for both transferee and transferor) approving transfer of assets.
- A Balance Sheets (for both transferee and transferor).
 - Need copies that were dated both immediately before transfer and immediately after transfer.
 - Include independent auditor report if available.
- Evidence of any security clearance requirements (if required).
- Consent of sureties if bonds are used (if required).
- Proof that the transferee is registered in the SAM and ORCA at www.sam.gov.
- A copy of price list from award or subsequent modification that Transferee will use.
- If your contract is non-TDR, you must submit Enclosure 1 (Commercial Sales Practice Format (CSP-1) or provide a written statement indicating that no changes have occurred since initial contract award.
- If your contract is TDR applicable then you DO NOT need to submit CSP-1 or submit any information as it relates to Most Favored Customer (MFC) and Basis of Award (BOA).
- If the Transferee is a large business, a commercial subcontracting plan must be submitted with the novation documents. This contract will not be novated without an approved subcontracting plan. A Subcontracting Plan template is available at <https://insite.gsa.gov/portal/category/540494>

ENCLOSURE 1

COMMERCIAL SALES PRACTICES FORMAT

Name of Offeror _____

SIN(s) _____

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE), for additional information concerning your offer. Provide the following information for each SIN (or group of SINs or SubSIN for which information is the same).

(1) Provide the dollar value of sales to the general public/state or local government at or based on market prices, cost build up or an established catalog or market price during the previous 12-month period or the offerors last fiscal year: \$ _____. State beginning and ending of the 12-month period.

Beginning _____ Ending _____. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s). In the event sales are made only to state or local governments, identify such sales accordingly.

(2) Show your total projected annual sales to the Government under this contract for the contract term, excluding options, for each SIN offered. If you currently hold a Federal Supply Schedule contract for the SIN the total projected annual sales should be based on your most recent 12 months of sales under that contract.

SIN	\$	SIN	\$	SIN	\$

(3) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the prices (discounts, concessions, terms and conditions in any combination) which you offer the Government equal to or better than that offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES ___ NO _____. (See definition of "concession" and "discount" in 552.212-70.)

(4) (a) Based on your written pricing policies (standard commercial sales practices in the event you do not have written pricing policies), provide information as requested for each SIN (or group of SINs for which the information is the same). The information should be provided in the chart below or in an equivalent format developed by the offeror. Rows should be added to accommodate as many customers as required.

Column 1 Customer	Column 2 Discount	Column 3 Quantity/Volume	Column 4 FOB Term	Column 5 Concession

(b) Do any deviations from your written policies or standard commercial sales practices disclosed in the chart in paragraph 4(a) ever result in better prices than indicated? YES ___ NO _____. If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience.

(5) If you are a dealer/reseller without significant sales to the general public, you should provide manufacturers' information required by paragraphs (1) through (4) above for each item/SIN offered, if the manufacturer's sales under any resulting contract are expected to exceed \$500,000. You must also obtain written authorization from the manufacturer(s) for Government access, at any time before award or before agreeing to a modification, to the manufacturer's sales records for the purpose of verifying the information submitted by the manufacturer.

The information is required in order to enable the Government to make a determination that the offered price is fair and reasonable. To expedite the review and processing of offers, you should advise the manufacturer(s) of this requirement. The contracting officer may require the information be submitted on electronic media with commercially available spreadsheet(s). The information may be provided by the manufacturer directly to the Government. If the manufacturer's item(s) is being offered by multiple dealers/resellers, only one copy of the requested information should be submitted to the Government. In addition, you must submit the following information along with a listing of contact information regarding each of the manufacturers whose products and/or services are included in the offer (include the manufacturer's name, address, the manufacturer's contact point, telephone number, and FAX number) for each model offered by SIN:

(a) Manufacturer's Name.

(b) Manufacturer's Part Number.

- (c) Dealer's/Reseller's Part Number.
 - (d) Product Description.
 - (e) Manufacturer's List Price.
 - (f) Dealer's/Reseller's percentage discount from list price or net prices.
- (End of Format)**

Figure 515.4-2—Instructions for Commercial Sales Practices Format

If you responded "YES" to question (3), on the COMMERCIAL SALES PRACTICES FORMAT, complete the chart in question (4)(a) for the customer(s) who receive your best price. If you responded "NO" complete the chart in question (4)(a) showing your written policies or standard sales practices for all customers or customer categories to whom you sell at a price that is equal to or better than the price(s) offered to the Government under this solicitation or with which the Offeror has a current agreement to sell at a price which equals or exceeds the price(s) offered under this solicitation. Such agreement shall be in effect on the date the offer is submitted or contain an effective date during the proposed multiple award schedule contract period. If your offer is lower than your price to other customers or customer categories, you will be aligned with the customer or category of customer that receives your best price for purposes of the Price Reduction clause at 552.238-75. The Government expects you to provide information required by the format in accordance with these instructions that is, to the best of your knowledge and belief, current, accurate, and complete as of 14 calendar days prior to its submission. You must also disclose any changes in your price list(s), discounts, prices and/or policies that occur after the offer is submitted, but before the close of negotiations. If your pricing practices vary, the variations should be explained clearly to include a description of the circumstance, frequency, and selling terms and conditions. You may limit the information reported to those services that exceed 75% of actual historical Government sales (commercial sales may be substituted if Government sales are unavailable) value of the special item number (SIN).

Column 1—Identify the applicable customer or category of customer. A "customer" is any entity which acquires supplies or services from the Offeror. The term customer includes, but is not limited to state and local governments, educational institutions (an elementary, junior high, or degree granting school which maintains a regular faculty and established curriculum and an organized body of students), national accounts, and end users. In any instance where the Offeror is asked to disclose information for a customer, the Offeror may disclose information by category of customer if the offeror's pricing policies or practices are the same for all customers in the category. (Use a separate line for each customer or category of customer.)

Column 2—Identify the price. Indicate the best price (based on your written pricing policies or standard commercial pricing practices if you do not have written pricing policies) at which you sell to the customer or category of customer identified in column 1, without regard to quantity; terms and conditions of the agreements; and whether the agreements are written or oral. If the price is a combination of various discounts (prompt payment, quantity, etc.), each type of discount should be fully identified and explained. If the price lists which are the basis of the discounts given to the customers identified in the chart are different than the price list submitted upon which your offer is based, identify the type or title and date of each price list. The contracting officer may require submission of these price lists. To expedite evaluation, offerors may provide these price lists at the time of submission. If market prices are used, provide documentation to substantiate pricing (e.g., agreements with corporate customers, internal policies, market prices, quote sheets, pricing agreements and invoices, etc.) and identify the effective period, pricing and any other terms and conditions clearly. If prices are based on cost, provide information other than certified cost or pricing data to show how the offeror arrived at the proposed price. A price certification is not required. If rates are audited by a Federal Agency, include this information in the narrative. Disclosures should be made on a separate sheet.

Column 3—Identify the quantity or volume of sales. Insert the minimum quantity or sales volume which the identified customer or category of customer must either purchase/order, per order or within a specified period for the best price. When purchases/orders must be placed within a specified period to get the best price, indicate the time period.

Column 4—Indicate concessions regardless of quantity granted to the identified customer or category of customer.

Concessions are defined in solicitation clause 552.212-70, Preparation of Offers (Multiple Award Schedule). If the space provided is inadequate, the disclosure should be made on a separate sheet by reference.

Columns 5—Indicate concessions regardless of quantity granted to the identified customer or category of customer.

Concessions are defined in solicitation clause 552.212-70, Preparation of Offers (Multiple Award Schedule). If the space provided is inadequate, the disclosure should be made on a separate sheet by reference.

If you respond “YES” to question 4(b) in the Commercial Sales Practices Format, provide an explanation of the circumstances under which you deviate from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format and explain how often they occur. Your explanation should include a discussion of situations that lead to deviations from standard practice, an explanation of how often they occur, and the controls you employ to assure the integrity of your pricing. Examples of typical deviations may include, but are not limited to, one time goodwill discounts to charity organizations or to compensate an otherwise disgruntled customer; a limited sale of obsolete or damaged goods; the sale of sample goods to a new customer; or the sales of prototype goods for testing purposes. If deviations from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format are so significant and/or frequent that the Contracting Officer cannot establish whether the price(s) offered is fair and reasonable, then you may be asked to provide additional information. The Contracting Officer may ask for information to demonstrate that you have made substantial sales of the item(s) in the commercial market consistent with the information reflected on the chart on the Commercial Sales Practices Format, a description of the conditions surrounding those sales deviations, or other information that may be necessary in order for the Contracting Officer to determine whether your offered price(s) is fair and reasonable. In cases where additional information is requested, the Contracting Officer will target the request in order to limit the submission of data to that needed to establish the reasonableness of the offered price.

ENCLOSURE 2

PRICING PROPOSAL TEMPLATE (for adding labor categories/tasks/products)

(Enclosure 2 must be submitted in an EXCEL document in the applicable FORMAT provided below)

Use below template for TDR contract

SIN(s) Proposed	Service Proposed (e.g. Labor Category or Job Title/Task)	Minimum Education/Certification Level	Minimum Years of Experience	Contractor or Customer Facility or Both	Domestic or Overseas	Commercial Price List (CPL) or Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)	Discount Offered to GSA (off CPL or Market Prices) (%)	Price Offered to GSA (Excluding IFF)	Price Offered to GSA (Including IFF)	Supporting Invoice document name	Page Location
811-002	Electrician	High School	5 years	Customer	Domestic	\$50.00	hour	5%	\$47.50	\$47.86	ABC Invoice	Page 2

Use below template for non-TDR contracts

SIN(s) Proposed	Service Proposed (e.g. Labor Category or Job Title/Task)	Minimum Education/Certification Level	Minimum Years of Experience	Contractor or Customer Facility or Both	Domestic or Overseas	Commercial Price List (CPL) or Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)	Most Favored Commercial Customer (MFC)	Discount Offered to Commercial MFC (%)	Discount Offered to GSA (off CPL or Market Prices) (%)	Price Offered to GSA (Excluding IFF)	Price Offered to GSA (Including IFF)	Supporting Invoice document name	Page Location
811-002	Electrician	High School	5 years	Customer	Domestic	\$50.00	hour	Commercial Customer	0%	5%	\$47.50	\$47.86	ABC Invoice	Page 2

Use below template for adding products under SIN 003-100 or SIN 871-100

SIN(s) Proposed	Support Item	Brand Name	Time of Delivery ARO	Contractor or Customer Facility or Both	Domestic or Overseas	Commercial Price List (CPL) or Market Prices	Unit of Issue (e.g. Each)	Discount Offered to GSA (off CPL or Market Prices) (%)	Price Offered to GSA (Excluding IFF)	Price Offered to GSA (Including IFF)	Country of Origin
003-100	HVAC Filter	ABC Filter	10 days	Customer	Domestic	\$10.00	Each	5%	\$9.50	\$9.57	USA

Use the below template for adding entire catalogs under SIN 003-100 or SIN 871-100.

Catalog Name	Catalog date	Catalog website link	% Mark-Up
ABC Catalog	1/1/2017	www.abccatalog.com	3%

ENCLOSURE 3

(For use when adding SCA and/or DBA labor categories)

- Enclosure 3 MUST be submitted in an EXCEL document in the applicable FORMAT provided below
- You MUST submit a copy of the wage determination print out from <https://www.wdol.gov/sca.aspx> and highlight the applicable labor categories. This print out must be attached in the eMOD request.

Use below template for adding non-professional/non-exempt labor categories

SCA MATRIX		
SCA Eligible Labor Category/Service	SCA Equivalent Code & Title	Applicable Wage Determination No.
<i>Example: Clerk</i>	<i>01115 General Clerk I</i>	<i>2005-2565</i>
<i>Example: Driver</i>	<i>31361 Truck Driver, Light Truck</i>	<i>2005-2565</i>

Use below template for adding DBA applicable labor categories under SINs 811-002 (painting only) and/or 003-97, as required in accordance with the special proposal instructions reflected in the solicitation.

DBA MATRIX for SIN 811-002 or 003-97		
DBA Eligible Labor Category/Service	DBA General Decision Number	Modification Number
<i>Example: Carpenter</i>		
<i>Example: Electrician</i>		

ENCLOSURE 4

(For use when adding New SINs)

TECHINICAL PROPOSAL

FACTOR IV: Relevant Project Experience -- Limit of four (4) pages per project experience. (Please complete this section in its entirety and submit in the FORMAT provided below to better assist the CO and/or technical reviewer in making a clear & final determination of relevant project experience)

The company/contractor must provide an official copy of a Statement of Work (SOW) or scope of services, which IS required for all proposed projects (no page limit required). Per the current 03FAC Solicitation requirements, it is required that two (2) projects must be submitted for each SIN to clearly identify the specific relevant project experience. All relevant project experience provided must clearly identify the period of performance (POP) start and end dates, which must be reflected as work completed either in the last two years and/or as on-going projects

Complete one form for each project submitted (copy form below and paste additional forms as needed). Projects supporting multiple SINs may be submitted, but must describe specific work related to each SIN. Two projects are required for each SIN offered. A complete Statement of Work (SOW) must be included with each project and must be clearly marked to depict which project the SOW is intended to support. The SOW is the document issued by the customer/client that describes the services and specific tasks required, and any specific personnel/labor categories required.

Project Experience forms are not required for Ancillary Products and Services.

Project Experience No. (1, 2, 3, etc.)	SIN(s) to which this project applies:	Specific services being proposed under the SIN(s):
<p>This project was completed within the last two years OR</p> <p style="text-align: center;"><input type="checkbox"/></p> <p>Note: Projects that were completed more than two years prior to the date of the offer submission will not be accepted by the Government.</p>	<p>This project is an ongoing contract with a base year and option years, or is a multi-year task order. At a minimum, the base year or first year has been completed.</p> <p style="text-align: center;"><input type="checkbox"/></p> <p>Note: Projects that are in their base or first year and that year is incomplete as of the date of the offer submission will not be accepted by the Government.</p>	
Customer/Client Name:		
Project Name/Contract Number:		
Customer Point of Contact (POC) for Project:		
POC's Current Phone Number and Email:		
Project Performance Period (include months/years):		
Dollar Value of the Entire Project:		
Dollar Value Received for the Work Performed Relevant to the SIN(s) Offered:		

You must attach the Statement of Work (SOW) for each project and cross reference each SOW to each Project Experience Number.

Project Narrative:

- A. Detailed Description of SIN relevant work performed and results achieved:**
- B. Methodology, tools, and/or processes utilized in performing the work:**
- C. Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.:**
- D. Project schedule (i.e., major milestones, tasks, deliverables) including an explanation of any delays.**
- E. Describe how the work performed is similar in scope and complexity to that described in the Statement of Work (Part I of the Solicitation).**
- F. Demonstration of specific work experience and/or special qualifications detailed in the Statement of Work (Part I of this solicitation).**

ENCLOSURE 5

REQUEST FOR ECONOMIC PRICE ADJUSTMENT

(For use when requesting a Price Increase and or/Price Decrease)

Please complete and submit this section in its entirety in EXCEL, in the format provided

THE FOLLOWING FORMULAS ARE PROVIDED FOR YOUR USE

Price Increases = (New Price - Current Price) / Current Price

Price Decreases = (Current Price - New Price) / Current price

Use below template for Non-TDR Contracts

SIN	Labor Category/Service	CURRENT COMMERCIAL PRICE	NEW COMMERCIAL PRICE	PERCENTAGE DIFFERENCE (%)	CURRENT MFC PRICE	NEW MFC PRICE	PERCENTAGE DIFFERENCE (%)	CURRENT GSA PRICE	NEW GSA PRICE (including IFF)	PERCENTAGE DIFFERENCE (%)	Supporting Invoice document name and page location
811-005	HVAC Mechanic	\$50	\$55	10%	\$50	\$55	10%	\$42	\$46.55	10	Inv. 123 pg 5

Use below template for TDR Contracts

SIN	Labor Category/Service	CURRENT COMMERCIAL PRICE	NEW COMMERCIAL PRICE	PERCENTAGE DIFFERENCE (%)	PERCENTAGE DIFFERENCE (%)	CURRENT GSA PRICE	NEW GSA PRICE (including IFF)	PERCENTAGE DIFFERENCE (%)	Supporting Invoice document name and page location
811-005	HVAC Mechanic	\$50	\$55	10%	10%	\$42	\$46.55	10	Inv. 123 pg 5

ENCLOSURE 6

DELETION OF LABOR CATEGORIES/SERVICES/PRODUCTS

(Please complete and submit this section in its entirety as an EXCEL sheet in the format provided)

Use the below template for labor categories/services

SIN	LABOR CATEGORY/SERVICE	DESCRIPTION (STATE IF THIS IS PROFESSIONAL OR SCA)	REASON FOR DELETION (PROVIDE A BRIEF SUMMARY OF REASON FOR DELETIONS)
811-003	Consultant	Consulting for Management Services	No longer offer this type of work

Use the below template for deletion of products under SIN 871-100 and 003-100

SIN	MANUFACTURER NAME	PART NUMBER	PRODUCT DESCRIPTION	REASON FOR DELETION (PROVIDE A BRIEF SUMMARY OF REASON FOR DELETIONS)
003-100	ABC Company	ABC P/N	Plumbing equipment	No longer TAA compliant

***Please note that substantially equal labor categories, to the proposed deleted labor categories will not be added at higher prices during contract term.

ENCLOSURE 7

Change-of-Name Agreement

The ABC Corporation (Contractor), a corporation duly organized and existing under the laws of _____ [insert State], and the United States of America (Government), enter into this Agreement as of _____ [insert date when the Change-of-Name became effective under applicable State law].

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the _____ [insert name(s) of agency(ies)], has entered into certain contracts and purchase orders with the XYZ Corporation, namely: _____ [insert contract or purchase order identifications]; [or delete "namely" and insert "as shown in the attached list marked "Exhibit A" and incorporated in this Agreement by reference."]. The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made by the Government and the Contractor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Contractor has any remaining rights, duties, or obligations under these contracts and purchase orders).

(2) The XYZ Corporation, by an amendment to its certificate of incorporation, dated _____ 20____, has changed its corporate name to ABC Corporation.

(3) This amendment accomplishes a change of corporate name only and all rights and obligations of the Government and of the Contractor under the contracts are unaffected by this change.

(4) Documentary evidence of this change of corporate name has been filed with the Government.

(b) In consideration of these facts, the parties agree that-

(1) The contracts covered by this Agreement are amended by substituting the name "ABC Corporation" for the name "XYZ Corporation" wherever it appears in the contracts; and

(2) Each party has executed this Agreement as of the day and year first above written.

United States of America,

By _____

Title _____

ABC Corporation,

By _____

Title _____

[Corporate Seal]

Certificate

I, _____, certify that I am the Secretary of ABC Corporation; that _____, who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this _____ day of _____ 20____.

By _____

[Corporate Seal]

ENCLOSURE 8

Novation Agreement

The ABC Corporation (Transferor), a corporation duly organized and existing under the laws of _____ [insert State] with its principal office in _____ [insert city]; the XYZ Corporation (Transferee), [if appropriate add "formerly known as the EFG Corporation"] a corporation duly organized and existing under the laws of _____ [insert State] with its principal office in _____ [insert city]; and the United States of America (Government) enter into this Agreement as of _____ [insert the date transfer of assets became effective under applicable State law].

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the _____ [insert name(s) of agency(ies)], has entered into certain contracts with the Transferor, namely: _____ [insert contract or purchase order identifications]; [or delete "namely" and insert "as shown in the attached list marked 'Exhibit A' and incorporated in this Agreement by reference. "]. The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of _____, 20____, the Transferor has transferred to the Transferee all the assets of the Transferor by virtue of a _____ [insert term descriptive of the legal transaction involved] between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the Transferor by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.

(7) Evidence of the above transfer has been filed with the Government. [When a Change-of-Name is also involved; e.g., a prior or concurrent change of the Transferee's name, an appropriate statement shall be inserted (see example in paragraph (8) of this Agreement)].

(8) A certificate dated _____, 20____, signed by the Secretary of State of _____ [insert State], to the effect that the corporate name of EFG Corporation was changed to XYZ Corporation on _____, 20____, has been filed with the Government.

(b) In consideration of these facts, the parties agree that by this Agreement-

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee-

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

United States of America,

By _____

Title _____

ABC Corporation,

By _____

Title _____

[Corporate Seal]

XYZ Corporation,

By _____

Title _____

[Corporate Seal]

Certificate

I, _____, certify that I am the Secretary of ABC Corporation, that _____, who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of _____ 20 ____.

By _____

[Corporate Seal]

Certificate

I, _____, certify that I am the Secretary of XYZ Corporation, that _____, who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of _____ 20__.

By _____

[Corporate Seal]