

MODIFICATION INSTRUCTIONS
Multiple Award Schedule 736
Temporary Administrative and Professional Staffing (TAPS)
Solicitation Number 7FCM-N6-030736-B

IMPORTANT NOTICE

- **Clauses**
Please review the applicable clauses and supplemental instructions found in this document before submitting a modification request.
- **eMod**
All post award requests (modifications to add/delete, requests for price adjustments and administrative changes) must be submitted electronically thru the GSA eMod Program accessed at <http://eoffer.gsa.gov/>
- **Digital Certificates**
A digital certificate is **required** to submit a contract modification request. Please visit the following site to obtain one: http://eoffer.gsa.gov/eoffer_docs/DigitalCert.html

You are required to have a digital certificate for access into the eOffer/eMod applications, to authenticate you against the Authorized Negotiators list for your offer/modification, and to sign the final offer/modification documents electronically.

To obtain a digital certificate, please click on the link under the "About eOffer" section on the eOffer homepage. You will see links for the two providers authorized to sell the ACES Business Representative Identity Certificates. Please be aware, that it will take between 7 and 14 days for a digital certificate to be issued after you have notarized your paperwork, and submitted it to the company. The digital certificates must be renewed every two (2) years. It is imperative to keep your digital certificates current. An expired digital certificate will delay the ability to submit an electronic offer or modification.

Furthermore, please ensure that you back up your certificate. Check the eOffer user guide under the "Customer Assistance and Training" section to find the procedures for backing up your certificate. By backing up your certificate, if something happens to your computer, you will have a copy to import on your new computer.

Also remember you must add your name to the "Authorized Negotiators" list **exactly** as it appears on your digital certificate. If the name **does not match exactly**, you **will not** be able to access the eOffer/eMod applications.

- Incorrect: Melissa D.Wright (*most digital certificates do not include punctuations*)
- Correct: Melissa D Wright

GENERAL INSTRUCTIONS:

- ✓ Ensure that the **Mod Description** field for each mod action on the eMod request includes detailed information such as the following: a statement of what you are requesting, number of items adding/deleting/increases/decreases, etc. and whether or not “all other terms and conditions remain the same”.
- ✓ For **Multiple Modification Requests at the Same Time**: All modification requests can be submitted through one eMod (select all applicable eMod sub-types and upload all documentation for each type). The system may automatically separate the eMods, creating a Rapid Action Modification (RAM) for simple changes such as administrative changes, deletions, etc.
- ✓ **Bilateral eMods** require an eSignature from the contractor before final award. If your eMod requires this additional signature, you will receive an automatic email correspondence with the subject “Notification for Contract Mod eSignature.” Once this is received you will need to log into the eMod to sign.
- ✓ Upon final award of the eMod, you may upload the revised price list and/or terms and conditions into the Schedules Input Program (**SIP**), if applicable. Information should not be uploaded into the **SIP** before the eMod is awarded or without prior approval from the Contracting Officer/Contract Specialist.
- ✓ To prevent the SIP upload from being rejected, enter the corresponding modification # from the SF30.

SPECIFIC TO SCHEDULE 736 CONTRACTORS

The Code of Federal Regulations (CFR) is applicable to all schedule 736 contractors and contains regulatory restrictions on the use of private sector temporaries by Federal agencies.

Title 5: Administrative Personnel

PART 300—EMPLOYMENT (GENERAL)

Subpart E—Use of Private Sector Temporaries

<http://www.ecfr.gov/cgi-bin/text->

[idx?c=ecfr;sid=f07c3f00c09a568cd6a0995de1fe3d0a;rgn=div5;view=text;node=5:1.0.1.2.31;idno=5;cc=ecfr#5:1.0.1.2.31.5](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr;sid=f07c3f00c09a568cd6a0995de1fe3d0a;rgn=div5;view=text;node=5:1.0.1.2.31;idno=5;cc=ecfr#5:1.0.1.2.31.5)

SUPPLEMENTAL eMOD INSTRUCTIONS

Administrative Changes

If you change information that affects your contract in any way, an eMod request must be submitted. Upload a signed cover letter explaining the changes. Examples include:

1. Authorized Negotiator Updates- see digital certificates above
2. Point of Contact (POC) Information (email, phone, fax etc)
3. Business Address Change

Supporting Documentation

1. Request for Health & Welfare Fringe Benefit Rate Increase must be justified by providing a copy of the current rate, which can be found at the following website:
<http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp>
2. Request for Wage Determination Base Rate Increase must be justified by providing the Wage Determination Number, Revision Number and Revision Date, as well as a copy of the current

rates for the preponderance of work location, which can be found at the following website:
<http://www.wdol.gov/sca.aspx>

1. Select State
 2. Select County
 3. Click "Continue"
 4. Click "No"
 5. Click "No"
 6. Select "Printer Friendly Version"
3. Other applicable supporting documentation includes invoices, internal rate sheets, salary.com wages, bls.gov wages, etc.

Service Contract Act (include this statement if applicable)

"The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in this request. The prices offered are based on the preponderance of where work is performed and should the contractor perform in an area with lower SCA rates, resulting in lower wages being paid, the task order prices will be discounted accordingly."

Court Reporting

Please note that even if services are not offered on an hourly basis, the Service Contract Act (SCA) still applies, and the offeror is responsible for meeting all applicable requirements of the Wage Determination. Thus, submit the applicable Health and Welfare and Wage Determination documentation in your request and assure that the required rates and benefits are provided.

Position Classification

GSA does not make the determination as to whether a position will be classified as professional or non-professional, therefore, please clearly indicate each proposed labor category as **professional (P) or non-professional (N)**. As the contractor, you are subject to all of Department of Labor's rules and are subject to the Department of Labor's audit procedures. By classifying the positions, you take full responsibility for any of Department of Labor's findings during an audit. If the position you are proposing is not professional, is not listed under the wage determination and a *reasonable relationship* to a category listed on the SCA Directory of Occupations <http://www.dol.gov/esa/regs/compliance/whd/wage/main.htm> cannot be made, you must prepare a conformance request.

<http://www.dol.gov/whd/recovery/dbsurvey/conformance.htm>

http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/SCA_Conformance_Guide.pdf

Templates

Templates are provided at the end of this document.

**552.238-81 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (APR 2014)
(ALTERNATE I – APR 2014)**

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

(b) *Types of Modifications.*

- (1) Additional items/additional SINs. When requesting additions, the following information must be submitted:
 - (i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SINs.
 - (ii) Discount information for the new item(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.
 - (iii) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.
 - (iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.
 - (v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, *Place of Performance*.
 - (vi) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), *Hazardous Material Identification and Material Safety Data*.
 - (vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications—Commercial Items*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act—Balance of Payments Programs—Supplies*.
 - (2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.
 - (3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-75. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.
- (c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75.
- (d) *Electronic File Updates.* The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-75.

- (e) *Amendments to Paper Federal Supply Schedule Price Lists.*
- (1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:
 - (i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.
 - (ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every three month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.
 - (2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.
- (f) Electronic submission of modification requests is mandatory via eMod (<http://eOffer.gsa.gov>), unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>). If the electronic submissions standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

552.238-75 **PRICE REDUCTIONS (MAY 2004) (ALTERNATE I - MAY 2003)**
[538.273\(B\)\(2\)](#)

- (a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.
- (b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.
- (c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor —
 - (i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;
 - (ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

- (iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.
- (2) The Contractor shall offer the price reduction to the eligible ordering activities with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).
- (d) There shall be no price reduction for sales —
 - (1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;
 - (2) To eligible ordering activities under this contract;
 - (3) Made to State and local government entities when the order is placed under this contract (and the State and local government entity is the agreed upon customer or category of customer that is the basis of award); or
 - (4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.
- (e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.
- (f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.
- (g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

Note: In accordance with GSAR clause 552.238-78 Scope of Contract (Eligible Ordering Activities)(Alternate I)(a)(2) and GSAR clause 552.238-75 Price Reductions(Alternate I)(d)(2), there shall be no price reduction for sales made under the authority of the Federal Acquisition Regulation (FAR) Part 51 class deviation. With written authorization by a Federal Government contracting officer, a GSA contractor may place an order as an eligible ordering activity with a Schedule contractor. In this case, the Schedule contract sale shall not trigger a price reduction.

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

- (c) The wage determination, issued under the Service Contract Labor Standards statute, ([41 U.S.C. chapter 67](#)), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, ([29 U.S.C. 206](#)) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
 - (d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
 - (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
 - (2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or
 - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
 - (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
 - (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.
 - (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.
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**552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE
AWARD SCHEDULE CONTRACTS (SEP 1999)
(ALTERNATE I—SEP 1999)**

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

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

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

(1) **Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist** that was used as the basis for the contract award.

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

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

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

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

(d) The following material shall be submitted with the request for a price increase:

(1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.

(2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Documentation supporting the reasonableness of the price increase.

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

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

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

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

(f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

**I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD
SCHEDULE (OCT 2014)**

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

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:
 - (1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.
 - (2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.
- (c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.
- (d) Conditions of Price change requests under paragraphs b(2) and c above.:

- (1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).
 - (2) Increases are requested before the last 60 days of the contract period, including options.
 - (3) At least 30 days elapse between requested increases.
 - (4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed * _____ * percent (* _____ *%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:
- (1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.
 - (2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.
- (f) The Government reserves the right to exercise one of the following options:
- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;
 - (2) Negotiate more favorable prices when the total increase requested is not supported; or,
 - (3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.
- (g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.238-81, Modifications (Federal Supply Schedule).
- (h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

CSP-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 at or based on 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).
- (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 discounts and any concessions which you offer the Government equal to or better than your best price (discount and concessions in any combination) 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 discounting policies (standard commercial sales practices in the event you do not have written discounting policies), provide information as requested for each SIN (or group of SINs for which the information is the same) in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience. 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— Concessions
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- (b) Do any deviations from your written policies or standard commercial sales practices disclosed in the above chart ever result in better discounts (lower prices) or concessions 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

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 discount. 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 (discounts and concessions in combination) 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 discount which equals or exceeds the discount(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 and/or discounting policies which occur after the offer is submitted, but before the close of negotiations. If your discount practices vary by model or product line, the discount information should be by model or product line as appropriate. You may limit the number of models or product lines reported to those which 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, except the Federal Government, which acquires supplies or services from the Offeror. The term customer includes, but is not limited to original equipment manufacturers, value added resellers, state and local governments, distributors, educational institutions (an elementary, junior high, or degree granting school which maintains a regular faculty and established curriculum and an organized body of students), dealers, 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 discount 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 discount. The term “discount” is as defined in solicitation clause 552.212-70, Preparation of Offer (Multiple Award Schedule). Indicate the best discount (based on your written discounting policies or standard commercial discounting practices if you do not have written discounting 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 under which the discounts are given; and whether the agreements are written or oral. Net prices or discounts off of other price lists should be expressed as percentage discounts from the price list which is the basis of your offer. If the discount disclosed is a combination of various discounts (prompt payment, quantity, etc.), the percentage should be broken out for each type of discount. 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.

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, to earn the discount. When purchases/orders must be placed within a specified period to earn a discount indicate the time period.

Column 4—Indicate the FOB delivery term for each identified customer. See FAR 47.3 for an explanation of FOB delivery terms.

Column 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 Practice 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.

EXHIBIT 1

POST AWARD – Template for Price Increases/Decreases due to Wage Determination and/or H&W to Existing Contract

Category	CODE	OCCUPATION TITLE	OLD WAGE DETERMINATION RATE (BASE)	NEW WAGE DETERMINATION RATE (BASE)	HEALTH & WELFARE \$4.02	BASE + H&W	PAYROLL COST 12.15%	HOLIDAY PAY 3.80%	VACATION PAY 3.80%	OVERHEAD 18.00%	PROFIT 8.00%	NET GSA PRICE	IFF 0.75%	OLD TOTAL GSA PRICE	NEW TOTAL GSA PRICE	Total Price % Difference
SIN 736-2 AUTOMATIC DATA PROCESSING OCCUPATIONS																
N	01000	Administrative Support And Clerical Occupations														
N	01011	Accounting Clerk I	\$14.50		\$4.02	\$18.00	\$1.76	\$0.68	\$0.68	\$2.61	\$1.16	\$24.90	\$0.19	\$25.09		
N	01012	Accounting Clerk II	\$18.00		\$4.02	\$21.50	\$2.19	\$0.82	\$0.82	\$3.24	\$1.44	\$30.00	\$0.23	\$30.23		
SIN 736-2 AUTOMATIC DATA PROCESSING OCCUPATIONS																
N	14000	Information Technology Occupations														
N	14041	Computer Operator I	\$16.26		\$4.02	\$19.76	\$1.98	\$0.75	\$0.75	\$2.93	\$1.30	\$27.46	\$0.21	\$27.67		
N	14042	Computer Operator II	\$18.19		\$4.02	\$21.69	\$2.21	\$0.82	\$0.82	\$3.27	\$1.46	\$30.28	\$0.23	\$30.51		
SIN 736-3 GENERAL SERVICES AND SUPPORT																
N	11000	General Service and Support Occupations														
N	11150	Janitor	\$8.17		\$4.02	\$11.67	\$0.99	\$0.44	\$0.44	\$1.47	\$0.65	\$15.67	\$0.12	\$15.79		
N	11210	Laborer, Grounds Maintenance	\$10.93		\$4.02	\$14.43	\$1.33	\$0.55	\$0.55	\$1.97	\$0.87	\$19.70	\$0.15	\$19.85		

Note: The above format should be recreated in Excel.
Include N for Nonprofessional and P for Professional in Category Column

Most Favored Customer (MFC): _____
 MFC Total Markup: _____
 GSA Total Markup: _____

Preponderance of Work Location: _____
 Wage Determination Number: _____
 Wage Revision Number: _____
 Wage Revision Effective Date: _____

Old Health & Welfare Rate and Effective Date: _____
 New Health & Welfare Rate and Effective Date: _____

Markup Percentages Have Changed: Yes No

Additional Instructions:

1. Wage Determinations can be found by going to <http://www.wdol.gov>
2. The current Health and Welfare (H&W) rate can be found by going to <http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp>
3. Individual markups, except for Holiday and Vacation, may be applied to the wage determination rate (base) only. Holiday and Vacation markup may be applied to Base Rate + H&W

EXHIBIT 2

POST AWARD – USE FORMAT BELOW WHEN ADDING SCA ITEMS WITHIN SCOPE OF EXISTING CONTRACT

Category	CODE	OCCUPATION TITLE	WAGE DETERMINATION RATE (BASE)	HEALTH & WELFARE \$4.02	BASE + H&W	PAYROLL COST 12.15%	HOLIDAY PAY 3.80%	VACATION PAY 3.80%	OVERHEAD 18.00%	PROFIT 8.00%	NET GSA PRICE	IFF 0.75%	TOTAL GSA PRICE	
SIN 736-1 ADMINISTRATIVE SUPPORT AND CLERICAL OCCUPATIONS														
N	01000	Administrative Support And Clerical Occupations												
N	01011	Accounting Clerk I	\$14.50	\$4.02	\$18.52	\$1.76	\$0.70	\$0.70	\$2.61	\$1.16	\$25.46	\$0.19	\$25.65	
N	01012	Accounting Clerk II	\$18.00	\$4.02	\$22.52	\$2.19	\$0.86	\$0.86	\$3.24	\$1.44	\$31.10	\$0.23	\$31.33	
SIN 736-2 AUTOMATIC DATA PROCESSING OCCUPATIONS														
N	14000	Information Technology Occupations												
N	14041	Computer Operator I	\$16.26	\$4.02	\$20.28	\$1.98	\$0.77	\$0.77	\$2.93	\$1.30	\$28.02	\$0.21	\$28.23	

Note: The above format should be recreated in Excel.

Most Favored Customer (MFC): _____

MFC Total Markup: _____

GSA Total Markup: _____

Preponderance of Work Location: _____

Wage Determination Number: _____

Wage Revision Number: _____

Wage Revision Effective Date: _____

Additional Instructions:

1. Wage Determinations can be found by going to <http://www.wdol.gov>
2. The current Health and Welfare (H&W) rate can be found by going to <http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp>
3. Individual markups, except for Holiday and Vacation, may be applied to the wage determination rate (base) only. Holiday and Vacation markup may be applied to Base Rate + H&W

EXHIBIT 3

POST AWARD COMMERCIAL PRICE LIST / MARKET PRICES
PRICE INCREASES/DECREASES:

SIN(S)	SERVICE(S) (E.G. JOB TITLE/TASK)	EDUCATION/ CERT LEVEL	YEARS OF EXP	UNIT OF ISSUE (E.G. HOUR, TASK, SQ FT)	CURRENT COMMERCIAL PRICE LIST (CPL) OR MARKET PRICES	NEW COMMERCIAL PRICE LIST (CPL) OR MARKET PRICES	CURRENT MFC PRICE	NEW MFC PRICE	% DIFF	CURRENT GSA PRICE W/O IFF	CURRENT GSA PRICE W/IFF	NEW GSA PRICE W/O IFF	NEW GSA PRICE W/IFF	% DIFF BTWN CURRENT AND NEW GSA PRICE W/O IFF
	**													

EXHIBIT 4

POST AWARD COMMERCIAL PRICE LIST / MARKET PRICES
ADDITIONS:

SIN(S) (ONE PER SERVICE)	SERVICE(S) (E.G. JOB TITLE/TASK)	EDUCATION/ CERTIFICATION LEVEL	YEARS OF EXPERIENCE	UNIT OF ISSUE (E.G. HOUR, TASK, SQ FT)	COMMERCIAL PRICE LIST (CPL) OR MARKET PRICES	MOST FAVORED CUSTOMER (MFC)	DISCOUNT OFFERED TO MFC (%)	MFC PRICE	DISCOUNT OFFERED TO GSA (OFF CPL OR MARKET PRICES) (%)	PRICE OFFERED TO GSA (EXCLUDING IFF)	PRICE OFFERED TO GSA (INCLUDING IFF)
	**										

**Indicates SCA eligible categories. Utilize the following spreadsheet format (labor categories shown are for example purposes) and submit applicable documentation per the supplemental eMod instructions:

SCA MATRIX		
SCA Eligible Contract Labor Category	SCA Equivalent Code - Title	WD Number
Course Instructor	29160 – Instructor	05-2059
Administrative Assistant	01011 - Accounting Clerk I	05-2059

EXHIBIT 5

POST AWARD - USE FORMAT BELOW WHEN DELETING ITEMS FROM EXISTING CONTRACT

DELETIONS: SERVICE CATEGORY (OCCUPATION TITLE)	GSA PRICE

Note: The above format should be recreated in Excel.

Reason for Deletion: _____

Effective Date: _____