

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1	OF PAGES 3
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2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 20 June, 2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED Code GSA Small Business GWAC Center 1500 E. Bannister Road, Room 1076 Kansas City, MO 64131	7. ADMINISTERED BY (If other than Item 6) SEE BLOCK 6
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Industry Partner Name Industry Partner Address POC: POC E-mail	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM II)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. CM1301-05-CT-XXXX
		10B. DATED (SEE ITEM 13) Jan 21, 2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning **3** copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	Supplemental Agreement – FAR 43.103 (a)(3)
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is at no cost:

- Change the Contracting Officer of record
- For all new task orders awarded on or after 23 June 2008 change the collection and payment of the contract access fee
- For all new task orders awarded on or after 23 June 2008 include contract access fee reporting procedures by way of a cost recovery report.

The specific changes are reflected on pages 2 and 3.

Except as provided herein, all terms and conditions of the document reference in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Todd J. Tekesky Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

a. Change of Contracting Officer

Effective immediately, change the contracting officer of record to:

Todd J. Tekesky
PCO, COMMITTS NexGen
GSA Small Business GWAC Center
1500 E. Bannister Road
Kansas City, MO 64131

Ph: 816-823-2468
Fax: 816-823-1608
todd.tekesky@gsa.gov

b. Fee Collection

GSA operating costs associated with awarding and managing the COMMITTS NexGen contract are recovered through a contract access fee (CAF) of $\frac{3}{4}$ of one percent or 0.0075 of the total task order amount. For task orders other than cost type the contractor shall embed the CAF in prices submitted in the task order solicitation response; for cost type task orders the CAF shall be shown as a separate cost. The contractor shall collect the CAF and remit it to GSA. The contractor is to ensure the contract number is clearly marked on the check as well as "COMMITTS NG".

The CAF amount due shall be paid by check to:

General Services Administration
Government Wide Acquisition Center- GWAC
PO Box 970027
St. Louis, MO 63197

Where multiple invoices and/or multiple task orders are involved, the CAF may be consolidated into one payment. To ensure the payment is credited properly, the contractor shall submit the check along with a printed copy of the cost recover report (CRR).

CAF payments for all invoices rendered the preceding month are due to GSA not later than the tenth work day of each month (for example: the CAF is due in July for payments received in June).

If the full amount of the CAF is not paid within 30 calendar days after the end of the applicable payment date, it shall constitute a debt to the United States Government under the Debt Collection Act of 1982 and the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest.)

If the contractor fails to submit documented sales reports, payments, falsifies payment documentation, or fails to pay the CAF in a timely manner, the government may terminate or cancel the contract. Willful failure or refusal to furnish the required reports, falsification of reports, or failure to pay the CAF timely constitutes sufficient cause for terminating the contractor for default. The government's entitlement to the CAF survives any termination under the termination provisions of this contract.

c. Cost Recovery Report (CRR)

The CRR is a monthly report of all invoices and payments received against all active task orders under the COMMITS NexGen contract. The contractor is to provide the task order number, ordering office, client agency and location, the invoice number, the amount of the invoice, payment received, the amount of the CAF, total CAF per task order and the total CAF paid for the reporting period. The report shall include the total amount of the listed invoices and remittances for both the reporting period as well as cumulative totals for each active task order to date.

- a. A CRR is required even when no invoices occur during the reporting period.
- b. The CRR shall be submitted using the GSA selected directed software format (currently MS Excel 97™) by the fifth work day following the close of the calendar month. A copy of the CRR is located on the COMMITS NexGen Library on the Commits NG website at <http://www.gsa.gov/commits>.
- c. CRRs shall be submitted electronically to commits@gsa.gov with the subject line to read substantially similar to "Monthly CRR for the Month of (insert month)".
- d. The government reserves the right to inspect without further notice, such records of the contractor that pertain to task orders under this contract. Willful failure or refusal to furnish the required reports, or falsification thereof, shall constitute sufficient cause for terminating the contract for default under the applicable Federal Acquisition Regulation termination clause.

Simplified CRR & CAF Payment

The contractor has the option to pay the entire CAF for a task order up front and realize administrative savings by not having to issue a stream of checks for the CAF, and not having to submit information in the invoice number, invoice date, invoice amount and payment received portions of CRRs following the first instance of reporting of the task order in a CRR. CAF paid in advance is non-refundable.

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All other contract terms and conditions remain unchanged