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| **AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** | | | | | | | | | 1. CONTRACT ID CODE | | PAGES OF PAGES | | | |
| 1 | | 5 | |
| 2. AMENDMENT/MODIFICATION NO.  **Mass Modification 0010** | | | 3. EFFECTIVE DATE | | | 4. REQUISITION/PURCHASE REQ. NO. | | | | 5. PROJECT NO. *(If applicable)* | | | | |
| 6. ISSUED BY: CODE: | | | | 003B6B | | 7. ADMINISTERED BY *(If other than Item 6)* CODE: | | | | | | 003B6B | | |
| Department of Veterans Affairs  National Acquisition Center  P.O. Box 76, Bldg. 37  Hines, IL 60141 | | | | | Department of Veterans Affairs  National Acquisition Center  P.O. Box 76, Bldg. 37  Hines, IL 60141 | | | | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)* | | | | | | | (X) | 9A. AMENDMENT OF SOLICITATION NUMBER | | | | | | |
|
| 9B. DATED *(SEE ITEM 11)* | | | | | | |
|
| X | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER | | | | | | |
| 10B. DATED *(SEE ITEM 13)* | | | | | | |
| CODE | | FACILITY CODE | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | | | | | | | | |
| The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended  is not extended.  Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  (a) By completing Items 8 and 15, and returning     copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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 letter or electronic communication, provided each letter or electronic communication 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.** | | | | | | | | | | | | | | |
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | | | | | | | | |
|  | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office,* *appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). | | | | | | | | | | | | | |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  52.212-4(c) Contract Terms and Conditions – Commercial Itesm (Changes) | | | | | | | | | | | | | |
|  | 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. | | | | | | | | | | | | | | |

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| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*  **Updates to FAR, GSAR, and VAAR Clauses**  This modification is issued to incorporate the following changes into the above-referenced contract pursuant to Amendment 0004 issued under 65 I B solicitation number M5-Q50A-03-R8.  Item 1) Adds 52.229-3 and 552.238-112.  Item 2) Revises 52.209-9, 52.217-9, 52.222-19, 852.203-70, and 852.232-72  The full text of the above changes begins on continuation pg. 2. |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. |

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| --- | --- | --- | --- | --- |
| 15A. NAME AND TITLE OF SIGNER *(Type or print)* | | 16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* | | |
| 15B. CONTRACTOR/OFFEROR  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *(Signature of person authorized to sign)* | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *(Signature of Contracting Officer)* | 16C. DATE SIGNED |
| EXCEPTION TO SF 30 STANDARD FORM 30 (REV. 11/2016)  APPROVED BY OIRM 11-84 Prescribed by GSA FAR (48 CFR) 53.243 | | | | |

**ITEM 1 – ADDED CLAUSES**

**52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)**

(a) As used in this clause-

“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

“After-relieved Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

“Contract date” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) (1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000 C may not be-

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

**552.238-112 DEFINITION (FEDERAL SUPPLY SCHEDULES) - NON-FEDERAL ENTITY (MAY 2019)**

Ordering activity (also called “ordering agency” and “ordering office”) means an eligible ordering activity (see [552.238-113](https://www.acquisition.gov/content/part-552-solicitation-provisions-and-contract-clauses#id195K8300P4V)), authorized to place orders under Federal Supply Schedule contracts.

**ITEM 2 – REVISED CLAUSES**

**52.209-9** **UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart [42.15](http://www.acquisition.gov/far/current/html/Subpart%2042_15.html#wp1075411);

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor’s record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](http://www.acquisition.gov/far/current/html/52_207_211.html#wp1145644) and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

**52.217-9 OPTION TO** **EXTEND THE TERM OF THE CONTRACT (MAR 2000) (TAILORED – Feb 2020)**

(a) The Government may extend the term of this contract by written notice to the Contractor to add 1 or more option periods not to exceed 5 additional years, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

**52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2020)**

(a) *Applicability*. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

(1) Canada, and the anticipated value of the acquisition is $25,000 or more;

(2) Israel, and the anticipated value of the acquisition is $50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is $83,099 or more; or

(4) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $182,000 or more.

(b) *Cooperation with Authorities*. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision [52.222-18](https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses#i1055635), Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at [52.212-3](https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses#i1060550)(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations*. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR [subpart  9.4](https://www.acquisition.gov/content/part-9-contractor-qualifications#i1115147).

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR [subpart  9.4](https://www.acquisition.gov/content/part-9-contractor-qualifications#i1115147).

**852.203-70 COMMERCIAL ADVERTISING (MAY 2018)**

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor’s products or services or considers the Contractor’s products or services superior to other products or services.

**852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)**

***NOTE: This clause only applies to orders placed directly with a contractor by a VA ordering activity.***

(a)  *Definitions.*  As used in this clause-

(1)  *Contract financing payment* has the meaning given in [FAR 32.001](https://www.acquisition.gov/vaar/vaar-832-acquisitiongov).

(2)  *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices.  This office can be contractually designated as the receiving entity.  This office may be different from the office issuing the payment;

(3)  *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph [(c)](https://www.acquisition.gov/vaar/vaar-852-acquisitiongov#85223272c) of this clause.  Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests;

(4)  *Invoice payment* has the meaning given in [FAR 32.001](https://www.acquisition.gov/vaar/vaar-832-acquisitiongov); and

(5)  *Payment request* means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b)  *Electronic payment requests.*  Except as provided in paragraph [(e)](https://www.acquisition.gov/vaar/vaar-852-acquisitiongov#85223272e) of this clause, the Contractor shall submit payment requests in electronic form.  Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c)  *Data transmission.*  A Contractor must ensure that the data transmission method and format are through one of the following:

(1)  VA’s Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2)  Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI)

(d)  Invoice requirements.  Invoices shall comply with [FAR 32.905](https://www.acquisition.gov/content/32905-payment-documentation-and-process).

(e)  *Exceptions.*  If, based on one of the circumstances below, the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office.  Submission of payment requests by mail may be required for—

(1)  Awards made to foreign vendors for work performed outside the United States;

(2)  Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3)  Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4)  Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5)  Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.