

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 10
2. AMENDMENT/MODIFICATION NO. PS08		3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If Applicable)
6. ISSUED BY: CODE U.S. GENERAL SERVICES ADMINISTRATION ENTERPRISE ACQUISITION DIVISION 333 WEST BROADWAY, STE. 950 SAN DIEGO, CA 92101-3805		QTACA	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MACAULAY-BROWN, INC. 4021 Executive Drive Dayton, OH 45430-1062			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0040
				10B. DATED (SEE ITEM 13) 5/1/2009
CODE DUNS: 096500483		FACILITY CODE CAGE: 4R389		

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.

Offer's 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 [Click here to enter text](#), 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 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 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 date, 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: **FAR 43.103 AND BY MUTUAL AGREEMENT OF THE PARTIES**
- 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.)

SEE PAGE 2 FOR DESCRIPTION OF MODIFICATION

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.

15A. NAME AND TITLE OF SIGNER (Type or print) April Darrin Sr. Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason Schmitt Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) Darrin.April.J.ORC100 0020600.ID	15C. DATE SIGNED Click here to enter text. 4 / 12 / 16	16B. UNITED STATES OF AMERICA BY: Jason Schmitt	16C. DATE SIGNED Click here to enter text. 4-28-2016

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

1. REVISED Contract Section B.5 CONTRACT ACCESS FEE in its entirety as follows:

B.5 CONTRACT ACCESS FEE

GSA's operating costs are reimbursed through a Contract Access Fee (CAF) charged on orders placed against the Master Contract. The CAF is paid by the ordering agency, but remitted to GSA by the Contractor. GSA maintains the unilateral right to establish and change the CAF rate. GSA will provide reasonable notice prior to the Effective Date of any change to the CAF payment process.

The CAF rate, which is .75% at time of Master Contract Award, is applied to the total amount paid on each invoice.

Based on the established CAF rate, the Contractor shall include the CAF in each proposal. Effective May 1, 2016 for all new Orders, the Contractor shall include the CAF as a separate cost element on all proposals to the government, regardless of contract type. The CAF shall never to be treated as a negotiable element between the contractor and the ordering agency.

If a customer organization has negotiated a CAF rate based on a special written agreement and/or Memorandum of Agreement by the GWAC Program that is other than the established CAF rate, GSA will provide advance notification.

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

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

2. REVISED Contract Sections B.9 LABOR SUBJECT TO THE WAGE RATE REQUIREMENTS (CONSTRUCTION), C.3.4 ANCILLARY SUPPORT, and H.3 UNIQUE PROFESSIONAL SKILLS

- Removed all references to Davis Bacon Act, and replaced with new title, "Wage Rate Requirements (Construction)."

3. REVISED Contract Sections B.10 LABOR SUBJECT TO THE SERVICE CONTRACT LABOR STANDARDS, C.3.4 ANCILLARY SUPPORT, and H.3 UNIQUE PROFESSIONAL SKILLS

- Removed all references to Service Contract Act, and replaced with new title, "Service Contract Labor Standards."

4. REVISED Contract Section B.11 OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)

- Updated the State Department Website

FROM: <http://www.state.gov/m/a/als/>

TO: <http://aoprals.state.gov>

5. REVISED Contract Section F.5 DELIVERABLES in its entirety as follows:

F.5 DELIVERABLES

The following table contains deliverables required under the Basic Contract. Individual Orders will have additional deliverables specified in each Order. The Government does not waive its right to request deliverables under the Basic Contract, even if such requirements are not specifically listed in this table.

The following Calendar Quarters apply to G.9.5 CAF Remittance and G.9.7 Contract Administrative Reporting: Invoice Data and CAF Payment Data.

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

ID	SECTION	DELIVERABLE TITLE	FREQUENCY	DELIVER TO
1	G.9.5	CAF Remittance	Remit the CAF to GSA in U.S. dollars within 30 calendar days after the end of the reporting quarter.	GSA via EFT or Preferably Contract Payment and Reporting Module (CPRM) on-line pay.gov
2	G.9.7	Contract Administrative Reporting	<p>Order/Modification Data – Report all orders/modifications within 30 calendar days after the month the document was signed by the Ordering Contracting Officer (OCO);</p> <p>Invoice Data – Report invoice data from each paid invoice within 30 calendar days after the end of the reporting quarter;</p> <p>CAF Payment Data – Report each CAF payment remitted to GSA within 30 calendar days after the end of the reporting quarter.</p>	Contract Payment and Reporting Module (CPRM)
3	G.9.8.1	Annual Order Close-out Report	Annually by May 30 th of each year.	PCO via Alliant@gsa.gov
4	H.16	Cost Accounting and Earned Value Management Systems Checklist	Annually by May 30 th of each year.	PCO via Alliant@gsa.gov

6. REVISED Contract Sections G.7 CONTRACTOR PERFORMANCE SYSTEM and H.13.1
CONTRACTOR WEBPAGE

- Removed all references to the Central Contractor Registration (CCR) System, and replaced with the System for Award Management (SAM) and added new website link: www.sam.gov

7. REVISED Contract Section G.8 SUBCONTRACTING REPORTS

- Added (f) and (g) as follows:
 - (f) Include the alliant@gsa.gov email address in the ISR and SSR email notification box.
 - (g) Include your Alliant contract number, and all other GSA contract numbers in the remark section of your SSR. If using a Parent DUNS, reference the Alliant DUNS in the remarks (The Alliant DUNS is the same DUNS that your firm uses to report the ISR).

8. REVISED Contract Section G.9.5 CONTRACT ACCESS FEE (CAF) REMITTANCE in its entirety as follows:

G.9.5 Contract Access Fee (CAF) Remittance

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

Contractors shall remit the CAF in U.S. dollars to GSA within the time specified in Section F.5 for all paid invoices during that calendar quarter. Where CAF for multiple invoice payments (on one or more Orders) is due, Contractors may consolidate the CAF owed into one payment, per GWAC Contract Family. CAF payments shall not be combined with another GWAC, Schedule, or any other GSA Contract.

The CAF method to remit payments is via Electronic Funds Transfer (EFT) or preferably via the CPRM system using pay.gov. Payments can be made directly from contractor's business bank account or by credit/debit card once the on-line pay.gov system enhancement for accepting credit/debit card has been deployed. If for some reason you are not able to access the CPRM to make the secure pay.gov payment, then you must notify the PCO that you will make a payment outside the CPRM system. If a payment is remitted outside the CPRM system, then you MUST include your Financial Contract Number (10 digit short Contract Number) on your payment.

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

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

9. REVISED Contract Section G.9.7 REPORTING TRANSACTIONAL DATA in its entirety as follows:

G.9.7 Reporting Transactional Data

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

The types of reporting data required are as follows:

(a) Order Award – The contractor shall report all orders not issued by GSA in the AAS Business System Portal (ASSIST) within the time specified in Section F.5. Award data includes, but is not limited to:

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

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

(b) Modification Data – The contractor shall report all modifications not issued by GSA in the AAS Business System Portal (ASSIST) within the time specified in Section F.5. Modification data includes, but is not limited to:

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

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

(c) Invoice Data – The contractor shall report paid invoice data within the time specified in Section F.5.

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

Invoice data includes, but is not limited to:

- (1) Contractor Invoice Number
- (2) Date Issued
- (3) Itemized Charges categorized as follows:
 - (a) On-Site and Off-Site Labor Categories for T&M/LH (including non Alliant/specialized labor categories) (T&MJ/LH task orders only)
 - (b) Cost Reimbursement Labor
 - (c) Fixed Price Labor
 - (d) Loaded Hourly Labor Rates or Direct Labor rates as applicable. (Unit dollar rate per hour for T&M/LH orders)
 - (e) Award/Fixed/Incentive Fees, as applicable
 - (f) Travel, as applicable
 - (g) Other Direct Costs (ODCs), as applicable
 - (h) Materials (for T&M task orders only)
 - (i) Contract Access Fee

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

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

Zero Invoice Data: If no Invoice Data was remitted during a required reporting period for a specific task order, the contractor shall report in the "Zero Invoice Data" screen located in the CPRM for that particular task order.

(d) CAF Payment Data – The contractor shall report each CAF payment remitted to within the time specified in Section F.5. CAF and Invoice Data Reporting shall be based on calendar year, quarterly reporting.

CAF payment data includes, but is not limited to:

- (1) Voucher Number (Number used to identify payment. (i.e., - Invoice number or Invoice remit month)).

- (2) Total Remitted Amount
- (3) CAF Remit Date
- (4) Amount applied to each Order Number (for the reported payment)

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

10. REVISED Contract Section H.14 SECTION 508

- Changed the Buy Accessible Data Center website FROM:
<http://app.buyaccessible.gov/DataCenter/>
TO:
<http://app.buyaccessible.gov>

11. UPDATED the following FAR Clauses under:

Section B.7.4.2 and B.7.4.3

- FAR Clause 52-232-7 Payments Under Time-and-Materials and Labor Hour Contracts (AUG 2012)

Section E.1

- FAR Clause 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

Section H.1

- FAR Clause 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (OCT 2015)
- FAR Clause 52.212-3* OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAR 2016)
- FAR Clause 52.225-2* BUY AMERICAN ACT CERTIFICATE (MAY 2014)
- FAR Clause 52.225-4* BUY AMERICAN ACT – FREE TRADE AGREEMENT – ISRAELI TRADE ACT CERTIFICATE (MAY 2014)
- FAR Clause 52.225-6* TRADE AGREEMENTS CERTIFICATE (MAY 2014)
- FAR Clause 52.234-4* EARNED VALUE MANAGEMENT SYSTEM (MAY 2014)

Section I.2

- FAR Clause 52.202-1 DEFINITIONS (NOV 2013)
- FAR Clause 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
- FAR Clause 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)
- FAR Clause 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- FAR Clause 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- FAR Clause 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

- FAR Clause 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- FAR Clause 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
- FAR Clause 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)
- FAR Clause 52.209-6 PROTECTING THE GOVERNMENT INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
- FAR Clause 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
- FAR Clause 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
- FAR Clause 52.216-7* ALLOWABLE COST AND PAYMENT (JUN 2013)
- FAR Clause 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)
- FAR Clause 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
- FAR Clause 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015)
- FAR Clause 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
- FAR Clause 52.222-26 EQUAL OPPORTUNITY (APR 2015)
- FAR Clause 52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)
- FAR Clause 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
- FAR Clause 52.222-36 OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) and ALTERNATE I (JUL 2014)
- FAR Clause 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
- FAR Clause 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
- FAR Clause 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
- FAR Clause 52.223-16 ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015) and ALTERNATE I (JUN 2014)
- FAR Clause 52.225-1 BUY AMERICAN SUPPLIES (MAY 2014)
- FAR Clause 52.225-3 BUY AMERICAN FREE TRADE AGREEMENTS – ISRAELI TRADE ACT (MAY 2014)
- FAR Clause 52.225-5 TRADE AGREEMENTS (FEB 2016)
- FAR Clause 52.227-11 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (MAY 2014)
- FAR Clause 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014)
- FAR Clause 52.227-21* TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT – MAJOR SYSTEMS (MAY 2014)
- FAR Clause 52.228-3 WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
- FAR Clause 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
- FAR Clause 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (FEB 2013)
- FAR Clause 52.229-6 TAXES – FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- FAR Clause 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)

- FAR Clause 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015)
- FAR Clause 52.230-5 COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION (OCT 2015)
- FAR Clause 52.232-7* PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)
- FAR Clause 52.232-17 INTEREST (MAY 2014)
- FAR Clause 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
- FAR Clause 52.232-25 PROMPT PAYMENT (JUL 2013)
- FAR Clause 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- FAR Clause 52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)
- FAR Clause 52.233-1 DISPUTES (MAY 2014)
- FAR Clause 52.237-9 WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (MAY 2014)
- FAR Clause 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)
- FAR Clause 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)
- FAR Clause 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)

Section I.2.1

- FAR Clause 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015) and ALTERNATE I (MAY 2014)
- FAR Clause 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAR 2016) and ALTERNATE II (MAR 2016)

12. ADDED/REMOVED the following Section I FAR Clauses

- Added FAR Clause 52-203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEE OF WHISTLEBLOWER RIGHTS (APR 2014)
- Added FAR Clause 52-204-15 SERVICE CONTRACT REPORTING (JAN 2014)
- Added GSAM Clause 552.204-9 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (OCT 2012)
- Added GSAM Clause 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (ALTERNATE II) (JUL 2015)
- Added GSAM Clause 552.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUL 2015)
- Added GSAM Clause 552.232-78 COMMERCIAL SUPPLIER AGREEMENTS - UNENFORCEABLE CLAUSES (JUL 2015)

- Added GSAM Clause 552.239-70 INFORMATION TECHNOLOGY SECURITY PLAN; AND SECURITY AUTHORIZATION (JUN 2011)
- Added GSAM Clause 552.239-71 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2012)
- Removed FAR Clause 52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING REQUIREMENTS (JUL 2010)
- Removed FAR Clause 52.232-7 ALTERNATE I (FEB 2007)

13. REVISED Contract Section J ACRONYMS AND ABBREVIATIONS

- Added ASSIST AAS Business System Portal.
- Added CPRM Contract Payment and Reporting Module.
- Added SAM System for Award Management.
- Removed CDA Contract Disputes Act of 1978.
- Removed DBA Davis Bacon Act.
- Removed Service Contract Act.

14. REVISED Contract Section J ATTACHMENT 7

- Removed all references to the GWAC Management Module (GMM) and replaced with Contract Payment and Reporting Module (CPRM).

All other contract terms and conditions remain unchanged.

(End of Changes)