

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. PS-0011	3. EFFECTIVE DATE 01-01-2022	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE) BMOS1	
6. Issued By Code	7. ADMINISTERED BY (If other than Item 6) Code			

FAS/SOUTHWEST SUPP CTR
819 TAYLOR ST, RM 6A00
FORT WORTH, TX 76102

8. Name and Address of Contractor (No., street, county, State and ZIP Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
NVE, INC 12700 SUNRISE VALLEY DR STE 450 RESTON, VA 201915808			9B. DATED (SEE ITEM 11)
CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS06Q16BQDS115
FACILITY CODE			10B. DATED (SEE ITEM 13) FEB 29, 2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

<input type="checkbox"/>	The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers	<input type="checkbox"/>	is extended	<input type="checkbox"/>	is not extended.
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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 _____ 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.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF : Clause 52.212-4 (c) Changes.
<input type="checkbox"/>	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 above number contract is modified as follows:

SEE ATTACHED.

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) Neil Villarin, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHARLA R FORD	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 12/21/2021	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED 01/01/2022
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Modification Supplemental Sheet

Upon signature of the Contracting Officer, the requirement to report in the BMO Reporting Module (<https://portal.fas.gsa.gov/web/guest>) is removed from the subject contract. Effective January 1, 2022, BMO Contract-Holders shall report in the FAS Sales Reporting System (<https://srp.fas.gsa.gov/>). The following details the specifics of this change:

Remove Section G.3.2 BMO Reporting Module

Remove Section G.3.2.5 Invoice Data

Remove Section G.3.3 Environmentally Sustainable Products Reporting

Remove Sentence G.4 BMO and Task Order Close Outs: The Contractor must report all task order close outs in the BMO Reporting Module (BRM) (See Section G.3.2).

Update Sections All reference to “BMO Reporting Module” shall be interpreted as “FAS Sales Reporting System”.

- B.3 Other Direct Cost (ODC) Support
- F.4 Performance Standards
- F.4.1 Deliverable and Reporting Requirements
- F.4.2 Compliances
- G.2.7 Corporate BMO Contract Manager (COCM)
- H.7 Product Service Codes (PSC)

Update Section G.3.4 CAF Payment Data

**Bolded, italicized portion only.*

The Contractor shall remit the CAF in U.S. dollars to GSA within 30 calendar days after the end of each calendar quarter for all invoice payments received during that calendar quarter as follows:

Quarter	Period	Report
1st Quarter	January 1 - March 31	April 30
2nd Quarter	April 1 - June 30	July 30
3rd Quarter	July 1- September 30	October 30
4th Quarter	October 1- December 31	January 30

Where CAF for multiple invoice payments (on one or more task orders) is due, the Contractor may consolidate the CAF owed into one payment. Failure to remit the full amount of the CAF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6 (Contract Debts). In addition, the Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt. The Contractor’s failure to accurately and timely remit the CAF is sufficient cause for the Government to Off-Ramp the Contractor (See Section H.36.6 Off-Ramping). CAF Payment Data shall include:

1. Trace Number
2. Total Remitted Amount
3. Remit Date
4. Amount applied to each Task Order Number (for the reported payment)

Contractors are required to submit CAF payments in the FAS Sales Reporting System via Pay.gov.

Add Section G.3.1.1 Contract Access Fee (CAF) Point of Contact
The Contractor shall assign an individual as the BMO point of contact regarding contract access fee. Contact information shall be provided in Attachment G.3.1.1 - Contractor Key Personnel Information. The CAF point of contact must acquire a digital certification in order to access the contract to report and pay CAF in the FAS Sales Reporting System.

Add Clause GSAR Clause 552.216-75 Transactional Data Reporting. (Jun 2016)

(a) *Definition.* "Transactional data" encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) *Reporting of Transactional Data.* The Contractor must report all transactional data under this contract as follows:

(1) The Contractor must electronically report transactional data by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website, <https://vsc.gsa.gov>. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Contract or Blanket Purchase Agreement (BPA) Number.

(ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).

(iii) Non Federal Entity.

(iv) Description of Deliverable.

(v) Manufacturer Name.

(vi) Manufacturer Part Number.

(vii) Unit Measure (each, hour, case, lot).

(viii) Quantity of Item Sold.

(ix) Universal Product Code.

(x) Price Paid per Unit.

(xi) Total Price.

(3) The Contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(4) The Contractor must report the price paid per unit, total price, or any other data elements with an associated monetary value listed in (b)(2) of this section, in U.S. dollars.

(5) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(6) *Reporting Points.*

(i) The acceptable points at which transactional data may be reported include—

(A) Issuance of an invoice; or

(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(7) The Contractor must continue to furnish reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order issued against the contract.

(8) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other information that would compromise national security are exempt from this reporting requirement.

(9) This clause does not exempt the Contractor from fulfilling existing reporting requirements contained elsewhere in the contract.

(10) GSA reserves the unilateral right to change reporting instructions following 60 calendar days' advance notification to the Contractor.

(c) Contract Access Fee (CAF).

(1) GSA's operating costs are reimbursed through a CAF charged on orders placed against this contract. The CAF is paid by the ordering activity but remitted to GSA by the Contractor. GSA has the unilateral right to change the fee structure at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change.

(2) Within 60 calendar days of award or inclusion of this clause in the contract, a GSA representative will provide the Contractor with specific written procedural instructions on remitting the CAF, including the deadline by which the Contractor must remit the CAF. The deadline specified in the written procedural instructions will be no less than 30 calendar days after the last calendar day of the month. GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.

(3) The Contractor must remit the CAF to GSA in U.S. dollars.

(4) The Contractor's failure to remit the full amount of the CAF within the specified deadline constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the required sales reports, falsifies them, or fails to timely pay the CAF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

(End of clause)

GSAR 552.216-75 Note: BMO remittance instructions are detailed in Contract Section G.3.4 CAF Payment Data.

FAS Sales Reporting Training FAS Sales Reporting Video Tutorials can be located at GSA Vendor Support Center (<https://vsc.gsa.gov/TDR/>). Topics covered are listed below:

- Introduction
- Accessing FAS Sales Reporting
- How To Report Monthly Sales
- How To Report Quarterly Sales
- How To Adjust Monthly Sales Data
- How To Adjust Quarterly Sales Data
- How To Make Payments
- Using The Search Feature
- Request Administrative Closeout

Attachment G.3.1.1 Contractor Key Personnel Information

In accordance with Contract Section G: Contract Administration, provide the following information:

1. Contractor Authorized Negotiator/Point of Contact: All persons authorized to negotiate with the Government in connection with this contract. This person(s) will be the central point of contact for all communications regarding this contract.

Name & Title	Telephone Number	Electronic Mail Address
Charles Bonner VP of Finance	571-375-6910	charles.bonner@nvecorp.com
Neil Villarin President	703-787-8100	neil.villarin@nvecorp.com

2. Contract Administration Representative(s): Represents the Contractor as primary point of contact to resolve issues, perform administrative duties, and other functions that may arise relating to BMO and task orders solicited and awarded under BMO.

Name & Title	Telephone Number	Electronic Mail Address
Charles Bonner VP of Finance	571-375-6910	charles.bonner@nvecorp.com
Neil Villarin President	703-787-8100	neil.villarin@nvecorp.com

3. Contract Access Fee (CAF) Point of Contact: Individual(s) assigned as the BMO point of contact regarding contract access fee. The CAF point of contact must acquire a digital certification in order to access the contract to report and pay CAF in the FAS Sales Reporting System.

Name & Title	Telephone Number	Electronic Mail Address
Charles Bonner VP of Finance	571-375-6910	charles.bonner@nvecorp.com
Kari Bake Sr. Accounting Manager	571-217-7216	kari.bako@nvecorp.com