

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   10
2. AMENDMENT/MODIFICATION NUMBER Mass Mod 0012	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)	
6. ISSUED BY Department of Veterans Affairs OPAL / National Acquisition Center Building 37 1st Avenue, One Block North of Cermak Hines IL 60141	CODE 003B6B	7. ADMINISTERED BY (If other than Item 6) Department of Veterans Affairs OPAL / National Acquisition Center Building 37 1st Avenue, One Block North of Cermak Hines IL 60141		CODE 003B6B

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
	<input type="checkbox"/>	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 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 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 NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>52.212-4(c) Contract Terms and Conditions Commercial (Changes)</b>
<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.)  
 This modification implements updates to applicable regulations and supersedes the previously issued Signature Authority Form and Responsibility Evaluation Form. The revised forms—Signature Authority Form (dated August 2025) and Responsibility Evaluation Form (dated October 2025)—are effective as of the date of this signed modification and shall be used moving forward.

Please refer to the comparison table of previous and updated references beginning on Page 2, followed by the full text of the new additions. The updated forms are included following the newly revised clause.

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)			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

Previous edition unusable

## SUMMARY OF CHANGES, REFERENCING THE NEW AND OLD VERSIONS OF REGULATIONS

NEW REFERENCE	OLD REFERENCE
GSAM/R 552.238-120 Economic Price Adjustment – Federal Supply Schedule Contracts (Tailored) (Sep 2024)	552.216-70 Economic Price Adjustment-FSS Multiple Award Schedule Contracts (SEP 1999) (Alternate I – SEP 1999) (Deviation I – APR 2007)

### ADDED CLAUSE

#### **552.238-120 Economic Price Adjustment—Federal Supply Schedule Contracts (Tailored) (Sep 2024)**

Economic Price Adjustment—Federal Supply Schedule Contracts (Sep 2024)

(a) *Definition.* "Economic price adjustment method", as used in this clause, means the agreed upon procedures by which pricing may be adjusted throughout the contract period to include, but not limited to, the mechanism(s) to be used to adjust pricing (e.g., adjustments based on established pricing), the pricing subject to adjustment, and any other requirements (e.g., timing, frequency)

(b) *General.* This contract provides for economic price adjustment (EPA) to contract pricing based on the established EPA method. EPA provides for the increase and decrease to stated contract pricing upon the occurrence of specified conditions described in the EPA method, such as market index changes or unforeseeable significant changes in market conditions.

(c) *Exceptions.* This clause does not cover—

(1) Adjustments based on statute, Executive Order, or regulation (e.g., Service Contract Labor Standards ( [41 U.S.C. chapter 67](#)) and AbilityOne procurements ( [FAR subpart 8.7](#)));

(2) Adjustments based on a change clause (e.g., paragraph (c) of GSAR clause [552.212-4](#), Contract Terms and Conditions—Commercial Products and Commercial Services (FAR DEVIATION 52.212-4));

(3) Price reductions made under GSAR clause [552.238-81](#), Price Reductions;

(4) Adjustments based on GSAR clause [552.238-117](#), Price Adjustment-Failure to Provide Accurate Information; and

(5) Adjustments based on a contract clause that authorizes an adjustment based on specified actions or conditions.

(d) *Economic price adjustment method* - The following is FSS' economic price adjustment method:

**(1) Note 1: For Special Item Number (SIN) 42-2A, paragraph (b) is no longer controlling for covered drugs listed on the FSS at their federal ceiling prices (FCPs). Any request for an economic price adjustment under SIN 42-2A will be determined in accordance with the MA and PPA entered into between the contractor and the VA pursuant to Public Law 102-585. Contractors with dual SIN 42-2A pricelists may apply paragraph (b) to covered drug items on their OGA pricelists. Please see clause AS212 Generic Item Modifications for additional requirements for price increases and decreases for SIN 42-2b.**

**(2) Note 2: The tracking customer's price must be disclosed with your request for increases. The awarded tracking customer and the established ratio at the time of award will affect your ability to receive an increase.**

**(3) Note 3: Commercial Price Lists will use labor statistics indices (such as Bureau of Labor and Statistics) for Service type contracts. Schedule 621 I, as used in this clause means the originally released Consumer Price Index – All Urban Consumers (CPI-U), not seasonally adjusted, U.S. City average, published by the Bureau of Labor Statistics, U.S. Department of Labor for Series ID CUUR0000SEMC and CUUS0000SEMC, Medical Care Services, Professional Services, published by the US Bureau of Labor Statistics, and made available at <https://www.bls.gov/data/>. 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.**

**(4) Note 4: Schedule 66 III, Producer Price Index (PPI), as used in this clause means the index, not seasonally adjusted, published by the Bureau of Labor Statistics, U.S. Department of Labor for Series ID PCU325413325413, In Vitro Diagnostic Substance Manufacturing available at <https://www.bls.gov/ppi/databases/>. 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.**

**(4) Price adjustments include price increases and price decreases. Adjustments will be considered as follows:**

(i) 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.

(ii) Contractors may request a price increase resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.

(iii) The following material shall be submitted with the request for a price increase: a copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.

(e) *Submission requirements.* The Contractor shall submit EPA requests to the Federal Supply Schedule (FSS) Contracting Officer pursuant to the EPA method. EPA requests shall fully conform to the requirements of the EPA method and include sufficient information to support the request. The FSS Contracting Officer may request additional information from the Contractor.

(f) *Contracting Officer responsibilities.* The FSS Contracting Officer will—

(1) Review the EPA request to ensure conformance with the EPA method,

(2) Make a determination. The FSS Contracting Officer may use any information (e.g., market research) deemed necessary to support their determination. The FSS Contracting Officer may determine to—

(i) Accept the EPA request either in whole or in part,

(ii) Reject the EPA request either in whole or in part, or

(iii) Take any other action deemed to be in the best interest of the Government (e.g., negotiate a more favorable EPA).

(3) Notify the Contractor of their determination, and

(4) Modify the contract, as applicable, to reflect the determination. Contract items that need to be removed from the contract as a result of rejection or an inability to reach agreement are to be removed in accordance with [552.238-79](#), Cancellation.

(g) *Effective date.* EPA requests approved by the FSS Contracting Officer under this clause shall apply to orders issued on or after the effective date of the contract modification. Blanket Purchase Agreements (BPAs) may be modified by the ordering agency in accordance with the terms and conditions of the BPA.

(h) *Update of contract pricing and catalog data.* The Contractor shall update its FSS pricing and any other FSS catalog data in accordance with the terms and conditions of this contract.

(End of clause)

**RESPONSIBILITY EVALUATION**  
**(October 2025)**

**COMPLETE THIS SECTION IF THIS IS A**  
**NEW DEPARTMENT OF VETERANS AFFAIRS (VA)**  
**FEDERAL SUPPLY SCHEDULE (FSS) OFFER**

## New Offers

1. Applicable to both product and service offers for new Federal Supply Schedule (FSS) contractors, the offeror must complete the Contractor's Qualifications and Financial Information Form or provide annual financial statements for the previous two-years\* (audited, if available). At a minimum, each financial statement must consist of a balance sheet and income statement. FSS will use this information to determine financial responsibility. On an attachment or in Section IV of the Contractor's Qualifications and Financial Information Form, please provide an explanation for any negative financial information disclosed, including negative equity or income. Offerors may be required to provide letters of credit or other documentation to demonstrate that adequate financial resources are available. In accordance with Federal Acquisition Regulation (FAR) 9.104-1(a), contracts will only be awarded to responsible prospective contractors. To be determined responsible, an offeror must have adequate financial resources to perform the contract or the ability to obtain them. Offerors must NOT submit tax returns.

\*If new FSS contractors have less than two years of financial statements or corporate experience (Alternative Method). Then you must provide financial documentation demonstrating financial responsibility, such as:

- Bank references.
- Certificate of Competency from the Small Business Administration.
- Corporate guarantee — available for subsidiary companies.
- Documents showing assets versus liabilities.
- Evidence of a line of credit with a bank or the Small Business Administration.
- Evidence of an irrevocable letter of credit.
- Financial data that demonstrates financial capability.
- Interim or comprehensive financial statements.
- Signed AngelList investors.
- Signed venture capital agreements.

\*Information demonstrating ability to manage a company or adequate resources and provide the products and services described under the contract, such as:

- Relevant corporate experience of key personnel. Proposed and accepted key personnel are expected to remain dedicated to the contract. The resumes of the initially proposed key personnel will become the minimum requirement for qualifications for the rest of the total contract term.

**CONTRACTOR'S QUALIFICATIONS AND FINANCIAL INFORMATION**

**VA Federal Supply Schedule**

**SECTION I - GENERAL INFORMATION**

1A. NAME			2. TYPE OF ORGANIZATION <i>(Check one)</i>				
1B. STREET ADDRESS			<input type="checkbox"/>	A. SOLE PROPRIETORSHIP	<input type="checkbox"/>	F. LIMITED LIABILITY COMPANY	
1C. CITY			<input type="checkbox"/>	B. GENERAL PARTNERSHIP	<input type="checkbox"/>	G. JOINT VENTURE	
1D. STATE	1E. ZIP CODE		<input type="checkbox"/>	C. LIMITED PARTNERSHIP	<input type="checkbox"/>	H. TRUST	
3. TAXPAYER ID NUMBER			<input type="checkbox"/>	D. CORPORATION	<input type="checkbox"/>		I. OTHER <i>(Specify below)</i>
			<input type="checkbox"/>	E. SUBCHAPTER S CORPORATION			
6. TRADE STYLE NAME <i>(Provide a copy of filing)</i>			4. DATE ORGANIZATION ESTABLISHED				
8. FORMER BUSINESS NAME			5. STATE OF INCORPORATION				
9. KIND OF BUSINESS			7. KIND OF PRODUCT OR SERVICE PROVIDED				
<input type="checkbox"/>	A. MANUFACTURER	<input type="checkbox"/>	10. INVENTORY VALUATION METHOD				
<input type="checkbox"/>	B. CONTRACTOR	<input type="checkbox"/>	<input type="checkbox"/>	A. LIFO	<input type="checkbox"/>	C. AVERAGE COST	
<input type="checkbox"/>	C. WHOLESALE	<input type="checkbox"/>	<input type="checkbox"/>	B. FIFO	<input type="checkbox"/>	D. OTHER <i>(Specify)</i>	
<input type="checkbox"/>	D. RETAILER						
<input type="checkbox"/>	E. OTHER <i>(Specify)</i>						
11. IF "YES" TO ANY QUESTION BELOW, PROVIDE DETAILED INFORMATION IN SECTION VIII, REMARKS			YES	NO			
A. HAVE YOU, OR ANY OF YOUR AFFILIATES EVER FILED FOR BANKRUPTCY?			<input type="checkbox"/>	<input type="checkbox"/>			
B. DO YOU HAVE ANY JUDGMENTS, LIENS, OR PENDING SUITS?			<input type="checkbox"/>	<input type="checkbox"/>			
C. DO YOU HAVE ANY CONTINGENT LIABILITIES?			<input type="checkbox"/>	<input type="checkbox"/>			
D. HAVE YOU OR ANY OF YOUR AFFILIATES DISCONTINUED BUSINESS OPERATIONS WITH OUTSTANDING DEBTS?			<input type="checkbox"/>	<input type="checkbox"/>			

**SECTION II - GOVERNMENT FINANCIAL AID AND INDEBTEDNESS**

12A. ARE YOU DELINQUENT ON ANY FEDERAL DEBT (OMB CIRCULAR A-129) YES  NO   
*(If "Yes", provide detailed information, Section V, Remarks)*

12B. DO YOU OWE THE GOVERNMENT FOR ANY CONTRACT OR OTHER CLAIMS? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF "YES", COMPLETE THE ITEMS BELOW				
	AGENCY	CLAIM AMOUNT	PAYMENT	MATURITY	BALANCE
13A. AGENCY INVOLVED WITH DELINQUENCY					13B. AMOUNT OF DELINQUENCY (\$)

14. ARE YOU CURRENTLY RECEIVING GOVERNMENT FINANCING? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>(Go to Section III)</i>	15. COMPLETE ITEMS BELOW IF APPLICABLE			
	TYPE OF FINANCING	AUTHORIZED (\$)	IN USE (\$)	GOVERNMENT AGENCY INVOLVED
	A. INDUSTRIAL REVENUE BONDS			
	B. GUARANTEED LOANS			
	C. ADVANCED PAYMENTS			
	D. PROGRESS PAYMENTS			
	E. OTHER <i>(Specify)</i>			

## SECTION III - FINANCIAL STATEMENTS

**Prepared Financial Statements with notes may be provided in lieu of completing Section III**

When financial statements are prepared or certified by independent accountants and transcribed to this form, please furnish the name and address of accountant of accounting firm.

16. ARE YOU THE INCUMBENT CONTRACTOR FOR THIS SOLICITATION?

YES

NO

17A. NAME			18. IF TRANSCRIBED STATEMENTS DIFFER FROM INDEPENDENT ACCOUNTANT'S, PLEASE DESCRIBE ADJUSTMENT IN SECTION V, REMARKS. ALL OF THE LISTED FIGURES ARE:		
17B. STREET ADDRESS					
17C. CITY	17D. STATE	19E. ZIP CODE	<input type="checkbox"/> ACTUAL	<input type="checkbox"/> U.S. DOLLARS	
			<input type="checkbox"/> IN THOUSANDS	<input type="checkbox"/> FOREIGN CURRENCY ( <i>Specify</i> )	
			<input type="checkbox"/> IN MILLIONS		
19. BALANCE SHEET AS OF ( <i>Month, Day, Year</i> )		20. FISCAL YEAR ENDS ( <i>Month, Day, Year</i> )		21. PREPARED STATEMENTS <input type="checkbox"/> ARE ATTACHED	

**22. ASSETS****23. LIABILITIES AND NET WORTH**

<b>A. Current Assets</b>		<b>A. Current Liabilities</b>	
Cash		Accounts payable	
Short Term cash investments		Notes payable ( <i>current</i> )	
Accounts receivable, less allowance for doubtful accounts of \$		Current portion of long-term debt	
Inventories		Accrued expenses	
Other current assets ( <i>Itemize below</i> )		Accrued taxes on income/excess profits	
		Other current liabilities ( <i>Itemize below</i> )	
<b>Total Current Assets</b>		<b>Total Current Liabilities</b>	
<b>B. Property, Plant and Equipment</b>		<b>B. Other Liabilities</b>	
Land		Mortgages	
Buildings and equipment		Bonds	
Leasehold improvements		Deferred income taxes	
Less accumulated depreciation and amortization		Other long-term debt	
<b>Total Property, Plant and Equipment</b>		<b>Total Other Liabilities</b>	
<b>C. Other Assets</b>		<b>Total Liabilities</b>	
Investments in and advance to affiliated company		<b>C. Minority Interest in Subsidiary</b>	
Goodwill, less amortization		<b>D. Net Worth</b>	
Due from officer, employee		Preferred stock	
Other ( <i>Itemize below</i> )		Common stock	
		Additional paid-in capital	
		Retained earnings/owner's equity	
		Less, Treasury stock	
<b>Total Other Assets</b>		<b>Total Net Worth</b>	
<b>D. TOTAL ASSETS</b>		<b>E. TOTAL LIABILITIES AND NET WORTH</b>	

24. From (Month, Day, Year)

25. TO (Month, Day, Year)

## SECTION IV - INCOME STATEMENT

**26. INCOME**

<b>A. Net Sales</b>		Minority Interest in Earnings of Subsidiaries	
Cost and Expenses			
Cost of Goods Sold		<b>Total Costs and Expenses</b>	
Depreciation and Amortization		Earnings Before Taxes	
Selling, General, and Admin. Expenses		Taxes on Income	
Interest Expense		Income Before Extraordinary Items	
Other Expenses ( <i>Itemize below</i> )		Extraordinary Gains (Losses) Net of Taxes	
		<b>NET INCOME (LOSS)</b>	

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SECTION V - REMARKS

REMARKS (Cite those sections of the form relating to your remarks. If additional space is required, attach additional sheet(s).)

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CERTIFICATION

For the purpose of establishing financial responsibility with the VA Federal Supply Schedules we furnish the above as a true and correct statement of our financial condition as of the date of certification.

NAME OF BUSINESS	BY (Signature of Authorized Official)	
	NAME OF AUTHORIZED OFFICIAL (Type or print)	DATE
	TITLE OF AUTHORIZED OFFICIAL (Type or print)	

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