

**552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE
AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I –
SEP 1999) (DEVIATION – JUN 2016)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) 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 Reductions clause.

- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
 - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/price list that was used as the basis for the contract award.

 - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).

 - (3) Increases are requested before the last 60 days of the contract period.

 - (4) At least 30 days elapse between requested increases.

- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 10 percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

- (d) The following material shall be submitted with the request for a price increase:
 - (1) A copy of the commercial catalog/price list showing the price increase and the effective date for commercial customers.

 - (2) Commercial Sales Practices Format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

 - (3) Documentation supporting the reasonableness of the price increase.

- (e) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

 - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,

 - (3) Remove the product(s) from contract involved pursuant to the Cancellation clause of this contract, when the increase requested is not supported.

- (f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.