

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE _____ OF _____ PAGES

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER <i>(If applicable)</i>
6. ISSUED BY CODE		7. ADMINISTERED BY <i>(If other than Item 6)</i> CODE	

8. NAME AND ADDRESS OF CONTRACTOR <i>(Number, street, county, State and ZIP Code)</i>	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED <i>(SEE ITEM 11)</i>
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
		10B. DATED <i>(SEE ITEM 13)</i>
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: <i>(Specify authority)</i> 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 <i>(such as changes in paying office, appropriation data, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

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 <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>			
		<i>(Signature of Contracting Officer)</i>	

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Block 14 (Description of Amendment/Modification): The purpose of Amendment 02 is to update attachments as listed below:

- Attachment 01 PWS dated 20 March 2023
- Attachment 02 Cost Proposal Worksheet
- Attachment 03 Mission Essential Contractor Service Plan
- Attachment 04 WD WY 2015-5405 27 Dec 2022
- Attachment 05 Q&A Rev03 as of 20 March 2023
- Attachment 06 Contractor Repair Quote Example

*Submission of written questions was extended until 11:00 am MT, Friday, 24 March 2023.

*Proposal suspense date was extended until 11:00 am MT, Thursday, 6 April 2023.

Solicitation/Contract Form

The following changes have been made:

INFORMATION	FROM	TO
Response Due Date	30 Mar 2023	06 Apr 2023

Supplies or Services & Prices or Costs

The following CLIN(s) / SLIN(s) / ELIN(s) were modified:

0001

INFORMATION	FROM	TO
Quantity	32	2
Unit of Measure	Hours	Job

0002

INFORMATION	FROM	TO
Description	CCTV SYSTEM EQUIPMENT REPLACEMENT-FFP Replace CCTV system equipment in base dormitories in accordance with attached performance work statement (PWS) and price list.	CCTV SYSTEM EQUIPMENT REPLACEMENT-FFP Replace CCTV system equipment in base dormitories in accordance with attached performance work statement (PWS) and Routine Labor Rate FFP \$_____ per hour.
Cost Constraints		Not to Exceed

0003

INFORMATION	FROM	TO
Description	CCTV SYSTEM EMERGENCY RECORDING-HR 20HOURS- IAW PWS, PARA 1.9	CCTV SYSTEM EMERGENCY RECORDING-HR 20HOURS- IAW PWS, PARA 1.8. Emergency Labor Rate FFP \$_____ per hour.

Option Line Item 1001

INFORMATION	FROM	TO
Quantity	32	2
Unit of Measure	Hours	Job

Option Line Item 1002

INFORMATION	FROM	TO
Description	CCTV SYSTEM EQUIPMENT REPLACEMENT-FFP Replace CCTV system equipment in base dormitories in accordance with attached	CCTV SYSTEM EQUIPMENT REPLACEMENT-FFP Replace CCTV system equipment in base dormitories in accordance with attached performance work statement (PWS).

	performance work statement (PWS) and price list.	Routine Labor Rate FFP \$_____ per hour.
Cost Constraints		Not to Exceed

Option Line Item 1003

INFORMATION	FROM	TO
Description	CCTV SYSTEM EMERGENCY RECORDING-HR 20HOURS- IAW PWS, PARA 1.9	CCTV SYSTEM EMERGENCY RECORDING-HR 20HOURS- IAW PWS, PARA 1.8. Emergency Labor Rate FFP \$_____ per hour.

Option Line Item 2001

INFORMATION	FROM	TO
Quantity	32	2
Unit of Measure	Hours	Job

Option Line Item 2002

INFORMATION	FROM	TO
Description	CCTV SYSTEM EQUIPMENT REPLACEMENT-FFP Replace CCTV system equipment in base dormitories in accordance with attached performance work statement (PWS) and price list.	CCTV SYSTEM EQUIPMENT REPLACEMENT-FFP Replace CCTV system equipment in base dormitories in accordance with attached performance work statement (PWS). Routine Labor Rate FFP \$_____ per hour.
Cost Constraints		Not to Exceed

Option Line Item 2003

INFORMATION	FROM	TO
Description	CCTV SYSTEM EMERGENCY RECORDING-HR 20HOURS- IAW PWS, PARA 1.9	CCTV SYSTEM EMERGENCY RECORDING-HR 20HOURS- IAW PWS, PARA 1.8. Emergency Labor Rate FFP \$_____ per hour.

Option Line Item 3001

INFORMATION	FROM	TO
Description	CCTV SYSTEM Maintenance-Semiannual-FFP Non-personal service to provide all labor, tools, parts, materials, personnel, supervision and transportation necessary to inspect, maintain, update and replace CCTV system in base dormitories	CCTV SYSTEM Maintenance-Semiannual-FFP Non-personal service to provide all labor, tools, parts, materials, personnel, supervision and transportation necessary to inspect, maintain, update and replace CCTV system in base dormitories
Quantity	32	2
Unit of Measure	Hours	Job

Option Line Item 3002

INFORMATION	FROM	TO
Description	CCTV SYSTEM EQUIPMENT REPLACEMENT-FFP Replace CCTV system equipment in base dormitories in accordance with attached performance work statement (PWS) and price list.	CCTV SYSTEM EQUIPMENT REPLACEMENT-FFP Replace CCTV system equipment in base dormitories in accordance with attached performance work statement (PWS). Routine Labor Rate FFP \$_____ per hour.
Cost Constraints		Not to Exceed

Option Line Item 3003

INFORMATION	FROM	TO
Description	CCTV SYSTEM EMERGENCY RECORDING-HR 20HOURS- IAW PWS, PARA 1.9	CCTV SYSTEM EMERGENCY RECORDING-HR 20HOURS- IAW PWS, PARA 1.8. Emergency Labor Rate FFP \$_____ per hour.

Option Line Item 4001

INFORMATION	FROM	TO
	CCTV SYSTEM Maintenance-	

Description	Semiannual-FFP Non-personal service to provide all labor, tools, parts, materials, personnel, supervision and transportation necessary to inspect, maintain, update and replace CCTV system in base dormitories.	CCTV SYSTEM Maintenance-Semiannual-FFP Non-personal service to provide all labor, tools, parts, materials, personnel, supervision and transportation necessary to inspect, maintain, update and replace CCTV system in base dormitories.
Quantity	32	2
Unit of Measure	Hours	Job

Option Line Item 4002

INFORMATION	FROM	TO
Description	CCTV SYSTEM EQUIPMENT REPLACEMENT-FFP Replace CCTV system equipment in base dormitories in accordance with attached performance work statement (PWS) and price list.	CCTV SYSTEM EQUIPMENT REPLACEMENT-FFP Replace CCTV system equipment in base dormitories in accordance with attached performance work statement (PWS). Routine Labor Rate FFP \$_____ per hour.
Cost Constraints		Not to Exceed

Option Line Item 4003

INFORMATION	FROM	TO
Description	CCTV SYSTEM EMERGENCY RECORDING-HR 20HOURS- IAW PWS, PARA 1.9	CCTV SYSTEM EMERGENCY RECORDING-HR 20HOURS- IAW PWS, PARA 1.8. Emergency Labor Rate FFP \$_____ per hour.

Description/Specifications/Statement of Work

The Requirements text has been modified to:

Firm Fixed Price, Base with Four Option Years, CCTV SYSTEM Repair/Replacement/Maintenance in accordance with Performance Work Statement dated 30 March 2023.

Inspection and Acceptance

Miscellaneous text in this section has been modified to:

Coordinate semiannual maintenance schedule with COR and CO, under CLINS 0001, 1001, 2001, 3001, and 4001.

Approval from CO is necessary prior to replacement of equipment, under CLINS 0002, 1002, 2002, 3002, and 4002. Follow procedures for equipment replacement reporting/recommendations, prior to commencement of work, in accordance with PWS dated 20 March 2023. Routine Labor Rate FFP shall be used under this CLIN.

Contractor is to respond to emergency calls on site within 24 hours M-Th and next business day if requested on a Friday, for video footage download, under CLINS 0003, 1003, 2003, 3003, and 4003. The expectation is for contractor to be subject matter experts on the CCTV systems. Train COR as necessary in routine equipment functions. Emergency Labor Rate FFP shall be used under this CLIN, minimum one full hour invoiced for each visit.

Contract Clauses

Miscellaneous text in this section has been modified to:

FAR 52.217-8 Option to Extend Services.

As prescribed in 17.208(f), insert a clause substantially the same as the following:

Option to Extend Services (Nov 1999)

The Government *may* require continued performance of any services within the limits and at the rates specified in the contract. These rates *may* be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The *option* provision *may* be exercised more than once, but the total extension of performance hereunder *shall* not exceed 6 months. The *Contracting Officer* may exercise the *option* by written notice to the Contractor within _____ [*insert the period of time within which the Contracting Officer may exercise the option*].

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract.

As prescribed in [17.208](#)(g), insert a clause substantially the same as the following:

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government *may* extend the term of this contract by written notice to the Contractor within _____ [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days[*60days unless a different number of days is inserted*] 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 _____ (months) (years).

(End of clause)

FAR 52.232-25 Prompt Payments

As prescribed in [32.908](#)(c), insert the following clause: Prompt Payment (Jan 2017)

Notwithstanding any other payment clause in this contract, the Government will make *invoice* payments under the terms and conditions specified in this clause. The Government considers payment as being made on the *day* a check is dated or the date of an *electronic funds transfer (EFT)*. Definitions of pertinent terms are set forth in sections [2.101](#), [32.001](#), and [32.902](#) of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice* payments-

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making *invoice* payments by the designated payment office is the later of the following two events:

(A) The 30 thday after the designated billing office receives a *proper invoice* from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30 thday after Government acceptance of *supplies* delivered or services performed. For a final *invoice*, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the *invoice* with the actual date of receipt at the time of receipt, the *invoice* payment due date is the 30 thday after the date of the Contractor's *invoice*, provided the designated billing office receives a *proper invoice* and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food *products* and other payments.

(i) Due dates on Contractor *invoices* for meat, meat food *products*, or fish; perishable agricultural commodities; and dairy *products*, edible fats or oils, and food *products* prepared from edible fats or oils are-

(A) For meat or meat food *products*, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C.182(3)), and as further defined in Pub.L.98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7 thday after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C.4003(3)), as close as possible to, but not later than, the 7 thday after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C.499a(4)), as close as possible to, but not later than, the 10 thday after product delivery, unless another date is specified in the contract.

(D) For dairy *products*, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C.4502(e)), edible fats or oils, and food *products* prepared from edible fats or oils, as close as possible to, but not later than, the 10 thday after the date on which a *proper invoice* has been received. Liquid milk, cheese, certain processed cheese *products*, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar *products*, fall within this classification. Nothing in the Act limits this classification to refrigerated *products*. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an *invoice* for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice*. The Contractor *shall* prepare and submit *invoices* to the designated billing office specified in the contract. A *proper invoice* *must* include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the *invoice* does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food *products*, or fish; 5 days for perishable agricultural commodities, dairy *products*, edible fats or oils, and food *products* prepared from edible fats or oils), with the reasons why it is not a *proper invoice*. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) *Invoice* date and *invoice* number. (The Contractor *should* date *invoices* as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for *supplies* delivered or services performed (including order number and *line item number*).

(iv) Description, quantity, unit of measure, unit price, and extended price of *supplies* delivered or services performed.

(v) Shipping and payment terms (e.g., *shipment* number and date of *shipment*, discount for prompt payment terms). Bill of lading number and weight of *shipment* will be shown for *shipments* on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (*must* be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective *invoice*.

(viii) *Taxpayer Identification Number (TIN)*. The Contractor *shall* include its TIN on the *invoice* only if required elsewhere in this contract.

(ix) *Electronic funds transfer (EFT)* banking information.

(A) The Contractor *shall* include EFT banking information on the *invoice* only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the *invoice*, in order for the *invoice* to be a *proper invoice*, the Contractor *shall* have submitted correct EFT banking information in accordance with the applicable *solicitation* provision (e.g., [52.232-38](#), Submission of *Electronic Funds Transfer* Information with *Offer*), *contract clause* (e.g., [52.232-33](#), Payment by *Electronic Funds Transfer-System for Award Management*, or [52.232-34](#), Payment by *Electronic Funds Transfer-Other Than System for Award Management*), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of *shipment*).

(4) *Interest penalty*. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office *may* make payment on the following working *day* without incurring a late payment interest penalty.

(i) The designated billing office received a *proper invoice*.

(ii) The Government processed a *receiving report* or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final *invoice* for any balance of funds due the Contractor for *supplies* delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the *supplies* or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept *supplies* or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor *shall* resolve *claims* involving disputes and any interest that *may* be payable in accordance with the clause at FAR [52.233-1](#), Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the *invoice* amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the *invoice* amount is paid.

(ii) (A) The Contractor *shall* support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor *shall*-

(1) Specifically assert that late payment interest is due under a specific *invoice*, and request payment of all overdue late payment interest penalty and such additional penalty as *may* be required;

(2) Attach a copy of the *invoice* on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at [52.213-1](#), Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the *invoice*.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or *invoice* payment or that the Government has otherwise overpaid on a contract financing or *invoice* payment, the Contractor *shall*-

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and *delivery order* number if applicable;

(iii) Affected *line item* or *subline item*, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the *Contracting Officer*.

(End of clause)

DFARS 252.232-7007 Limitation of Governments Obligation.

As prescribed in 232.706-70, use the following clause:

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) [*Contracting Officer insert after negotiations*] is/are incrementally funded. For this/these item(s), the sum of \$ [*Contracting Officer insert after negotiations*] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ _____
(month) (day), (year)	\$ _____

(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____

(End of clause)

List of Attachments

The following attachments were added:

- Atch 1 PWS 20 Mar 23
- Atch 2 Cost Proposal
- Atch 3 Mission Essential Ktr Svc Plan
- Atch 4 WD 2015-5405 27 Dec 22
- Atch 5 Q&A Rev03 as of 20 Mar 23
- Atch 6 Contractor Repair Quote Example

The following attachments were deleted:

- Atch 1 PWS 13 Mar 23
- Atch 2 Vendor Confirmation Form Rev01
- Atch 3 Replacement Parts Price List Rev01
- Atch 4 Mission Essential Ktr Svc Plan
- Atch 5 WD 2015-5405 27 Dec 22
- Atch 6 Q&A Rev03 as of 13 Mar 23

Instructions, Conditions, & Notices to Offerors or Quoters

Miscellaneous text in this section has been modified to:

FA461323R0003 Closed Circuit Television (CCTV) System Repair, Replacement and Maintenance:

Instructions to Offerors:

This is a Combined Synopsis/Solicitation for a commercial service prepared in accordance with the format in FAR 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation/notice; proposals are being requested, further written solicitation will not be issued. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2023-01 published 1 December 2022.

FAR 52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (November 2021), applies to this acquisition:

I. Refer to the following solicitation documents:

Attachment 1 Performance Work Statement (PWS) dated 20 March 2023

Attachment 2 Cost Proposal

Attachment 3 Mission Essential Contractor Service

Attachment 4 SCA Wage Determination

Attachment 5 Q&A Rev03 as of 20 March 2023

Attachment 6 Contractor Quote Example

II. Offerors shall be registered in SAM.Gov and qualify under the small business size standard of the advertised NAICS code.

III. Offerors' suspense date to request a site visit has passed, 6 March 2023.

IV. **Questions may be submitted in writing no later than 11:00 am MT, Friday, 24 March 2023, by emailing andrea.mccurry@us.af.mil and liezel.mcintyre@us.af.mil.**

V. **Submit offers to this RFP no later than 11:00 am MT, Thursday, 6 April 2023 by emailing the proposals to liezel.mcintyre@us.af.mil and andrea.mccurry@us.af.mil.** Solicitation responses shall be sent via electronic means only (emailed, no mail or fax). **Offers shall have a valid date until 1 September 2023.** Late offers shall not be accepted once solicitation has ended.

Proposal Submission:

a. Cost Proposal Breakdown - Offerors shall fill in **Attachment 2 Cost Proposal** by completing the Base Year through Option Year Four spreadsheet. Instructions for price input may be found in the spreadsheet itself. In the same worksheet, CLINs 0001, 0002, 0003 (and corresponding years), short service description as below:

CLIN 0001 - Semi-Annual Full Service Maintenance/Inspection, 2 Jobs each service year.

CLIN 0002 - Equipment Repair/Replacement - is a Not To Exceed Amount. Routine Hourly Rate (FFP) and Equipment Price List are noted (used for evaluation purposes only but offeror may be requested to provide brand name as the basis for the pricelist). This equipment price will be used when the offeror becomes the awardee, to determine price reasonableness for repair costs, along with the CO's consideration of current market conditions.

CLIN 0003 - Emergency Service - 24 hour response ONSITE. Emergency Hourly Rate is FFP and not to exceed 20 hours per service year. Contractor may invoice a minimum of one (1) hour for this service and increments of 15 minutes, thereafter.

b. Technical Capability

b.1 Qualifications - Offerors shall provide **personnel qualifications** to repair/replace/maintain CCTV systems/equipment which meets federal and local certification requirements. Contractor must show **proof of certification/qualification/work experience as noted per RFP Attachment 1 Performance Work Statement (PWS) dated 20 March 2023, Paragraph 2.** Submit with the proposal.

b.2 Contractor Management Plan - Offerors shall state a **sound, logical, and detailed approach to the performance of services addressing the required response time during routine maintenance schedule and emergency repair service requests.**

b.3 Mission Essential Contractor Service Plan - Offerors shall submit **Attachment 3 Mission Essential Contractor Service Plan** to address how the offeror will meet service during times of crisis. Submit with the proposal.

Evaluation Factors for Award

Miscellaneous text in this section has been modified to:

Proposal Evaluation:

*Award to the lowest-priced offeror deemed technically acceptable (LPTA).

EVALUATION FACTORS:

This is a total small business set aside, firm fixed price base year plus four option years, awarded to the responsible offeror (IAW FAR 9.104) whose offer conforming to the solicitation will be most advantageous to the Government, price, and other factors considered. The Government intends to make award to the lowest priced technically acceptable offeror. The Government intends to award without discussions with respective offerors. The Government, however, reserves the right to conduct discussions if deemed in its best interest. The following evaluation factors and subfactors shall be used to evaluate each proposal. The Government will evaluate proposals for acceptability but will not rank the proposals by the non-price factors or subfactors.

The offeror with the lowest total evaluated price shall be examined for technical acceptability. If the lowest priced proposal is determined technically acceptable, a determination will be made that the price is fair and reasonable, and award will be made to that offeror. No further technical evaluations will be performed. If the lowest priced offer is determined to be technically unacceptable, the Government will evaluate the next lowest priced offeror until one is determined to be technically sufficient to meet the requirements of the solicitation.

a. Factor 1 Price - price is equally important as technical acceptability. The Government will rank all offerors from lowest price to highest price. Beginning with the offeror with the lowest total evaluated price, the Government will evaluate the offeror's price proposal per **RFP Attachment 2 Cost Proposal under CLINs 0001, 0002, 0003, to include all corresponding options.**

Options: The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Furthermore, as part of the price evaluation, the Government will evaluate the Option to Extend Services under FAR clause 52.217-8 by adding one-half of the offeror's final option period prices to the offeror's total price. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

For evaluation purposes only:

CLIN 0001 Semi-Annual Maintenance for 12 Months - includes transportation costs. See RFP Attachment 1 PWS dated 20 March 2023 Appendix A for CCTV system in place.

CLIN 0002 Equipment Repair - total costs per offeror's estimated replacement equipment costs and FFP routine hourly wage rate. Contractor to provide brand name of equipment used as a basis of offeror's equipment pricing.

CLIN 0003 Emergency Service - FFP emergency hourly wage rate to report onsite within 24 hours of request.

***Corresponding Option Years' proposed prices shall be evaluated as noted above.

b. Factor 2 Technical - technical acceptability is equally important as price.

The technical rating reflects the evaluation of the acceptability of the offeror's technical approach for meeting the Government's requirement. The offeror's proposal shall be evaluated to determine whether the proposal is acceptable or unacceptable, using the ratings and descriptions outlined in the table below. One technical rating will be assigned to each technical subfactor. In order to be considered awardable, there must be an "acceptable" rating in every subfactor.

Technical Acceptable/Unacceptable Ratings:

Adjectival Rating:	Description:
Acceptable	Proposal meets the requirements of the solicitation
Unacceptable	Proposal does not meet the requirements of the solicitation

Subfactor b1: Technical Qualifications - offeror provides evidence of certifications/qualification/required work experience of personnel who meet the repair, replacement and maintenance service of the current CCTV system, from any state in the United States, in accordance with the summary of services required in the PWS dated 20 March 2023.

Key Areas to Address:

- a. Did the offeror provide evidence of certification/qualification of employees to do repair/replacement/maintenance of CCTV Systems noted in RFP Attachment 1 PWS dated 20 March 2023, Appendix A?
- b. Did the offeror's proposal provide evidence of technical capability/work experience to complete work required per PWS?

Subfactor b2: Contractor Management Plan - offeror to provide a detailed approach in addressing routine maintenance schedule and emergency repair requests.

Subfactor b3: Mission Essential Contractor Service Plan - offeror to submit service plan to continue mission-essential services during times of crisis.

The Government will review contractors' plans outlining their method for maintenance scheduling, response time, and personnel requirements. Only the lowest priced technically acceptable, either initially or as a result of discussions, will be considered for award. However, the offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.