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PIIN/SIIN DAAE20-01-R-0032

MOD/AMD 0002

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS AMENDMENT IS TO MAKE THE FOLLOWING CHANGES:

1. TYPE OF CONTRACT IS CHANGED AS FOLLOWS:

FROM: COMMERCIAL ITEMS-FIRM FIXED PRICE, LONG TERM 5-YEAR INDEFINITE DELIVERY-INDEFINITE QUANTITY.

TO: COMMERCIAL ITEMS-FIRM FIXED PRICE, LONG TERM 5-YEAR REQUIREMENT TYPE CONTRACT.

2. EXECUTIVES SUMMARY NARRATIVE (PAGE 4) IS DELETED AND REPLACED WITH THE FOLLOWING:

ITEM: MOUNTER/DEMOUNTER

NSN: 4910-01-370-9855

FOB: ORIGIN

TYPE OF CONTRACT: COMMERCIAL, FIRM FIXED PRICE, LONG TERM 5 YEAR REQUIREMENT TYPE CONTRACT.

A. THIS SOLICITATION DAAE20-01-R-0032 WILL RESULT IN THE AWARD OF A LONG-TERM FIRM-FIXED PRICE 5 YEAR REQUIREMENT TYPE CONTRACT NOT TO EXCEED 31 DECEMBER 2005. SEE FAR 16.503 AND FAR CLAUSES 52.216-18, 52.216-19 AND 52.216-21 FOR ADDITIONAL INFORMATION ON REQUIREMENT TYPE CONTRACTS. THIS CONTRACT WILL INCLUDE FIVE ORDERING PERIODS AS SET FORTH ON PRON CLIN 0001 (PAGE 6).

B. THE ESTIMATED AND MAXIMUM QUANTITY ORDERING RANGES, AS SHOWN ON PRON CLIN 0001 (PAGE 6) ARE PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITIES AGAINST WHICH TO PROVIDE PRICES, AND TO ESTABLISH ORDERING LIMITATIONS.

C. THE STATED ESTIMATED ORDERING RANGE QUANTITIES ARE NOT GUARANTEED QUANTITIES. AN AWARD UNDER THIS SOLICITATION DOES NOT OBLIGATE THE GOVERNMENT TO ORDER THE STATED ESTIMATED OR MAXIMUM QUANTITIES. EACH ORDER STANDS ON ITS OWN INSOFAR AS IT OBLIGATES THE GOVERNMENT.

D. PRICES SHALL BE SUBMITTED ON AN FOB ORIGIN BASIS, MULTIPLE DESTINATIONS ARE ANTICIPATED UNDER THE DELIVERY ORDERS. CONTRACTOR SHALL PROVIDE A SIGNED COPY OF THE DD250 WITH EACH DELIVERY FOR ACCOUNTABILITY AND ACCEPTANCE PURPOSES.

E. IMPORTANT NOTE: A NEW GOVERNMENT REGULATION DATED 1 JUN 1998 STATES THAT TO BE ELIGIBLE FOR AWARD OF ANY GOVERNMENT CONTRACT YOU MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) PRIOR TO AWARD. THE INTERNET ADDRESS FOR REGISTRATION IN THE CCR DATABASE IS <http://ccr.edi.disa.mil> IF YOU ARE NOT ALREADY REGISTERED IN THE CCR IT IS IN YOUR BEST INTEREST TO DO SO AT THIS TIME AS LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE YOU INELIGIBLE FOR AWARD.

F. PLEASE REFER TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS ADDENDUM 004, FAR 52.212-1 INSTRUCTIONS TO OFFERERS-COMMERCIAL ITEMS ADDENDUM 003 AND FAR 52.212-2, EVALUATION-COMMERCIAL ITEMS.

G. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES. DELIVERIES SHALL BEGIN WITHIN 90 DAYS OF THE DATE OF DELIVERY ORDER AT A MINIMUM RATE OF 20 UNITS PER MONTH.

H. PRODUCT PERFORMANCE VERIFICATION. THE CONTRACTOR SHALL PROVIDE CERTIFICATION AND WARRANTY THAT THE TIRE MOUNTER-DEMOUNTER HAS BEEN DESIGNED, CONSTRUCTED, INSPECTED AND TESTED IN ACCORDANCE WITH THE REQUIREMENTS IN DESCRIPTION FOR PURCHASE 401 DATED 22 MAR 01.

I. PRODUCT PERFORMANCE VERIFICATION TESTING IS REQUIRED NOT LATER THAN 30 DAYS AFTER AWARD (SEE INSTRUCTIONS DFP-401 4.5-PRODUCT EXAMINATION & 4.6-OPERATIONAL AND PERFORMANCE VERIFICATION). PRODUCT PERFORMANCE VERIFICATION TESTING CONSISTS OF PERFORMING THE REQUIREMENTS STATED IN PARAGRAPHS 4.5 AND 4.6 OF THE DESCRIPTION FOR PURCHASE 401.

J. THE PROPOSED UNIT PRICES FOR ALL ESTIMATED QUANTITIES SHALL BE MARKED IN THE TABLES ON ADDENDUM 001. PRICING RANGES HAVE BEEN ESTABLISHED WITHIN THE BEST ESTIMATED AND MAXIMUM QUANTITIES STATED ON PAGE 6 OF 37 (NARRATIVE B001) BY PRICING PERIOD, TO FACILITATE EVALUATION. THE ESTIMATED MINIMUM QUANTITIES DEPICTED IN THE ADDENDUM 001 PRICING TABLES REPRESENT ONLY THE MINIMUM DELIVERY ORDER LIMITATION AS ESTABLISHED IN FAR CLAUSE 52.216-19, ARE NOT GUARANTEED QUANTITIES, AND DO NOT BIND THE GOVERNMENT IN ANY WAY.

K. ONLY THOSE OFFERORS WHO OFFER THE HENNESSY MOUNTER/DEMOUNTER MODEL NUMBER 9000 WILL NOT BE REQUIRED TO PERFORM A PRODUCT PERFORMANCE VERIFICATION TEST AFTER AWARD.

3. ORDERING LIMITATION CLAUSE 52.216-19 (PAGE 18) PARAGRAPHS (a) (b) (1) AND (2) ARE CHANGED AND REPLACED WITH THE FOLLOWING:

(a) MINIMUM ORDER. NONE

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(b) MAXIMUM ORDER. THE CONTRACTOR IS NOT OBLIGATED TO HONOR -

(1) ANY ORDER FOR A SINGLE ITEM IN EXCESS OF MAXIMUM ORDERING RANGE.

(2) ANY ORDER FOR A COMBINATION OF ITEMS IN EXCESS OF N/A OR

4. THE FAR CLAUSE 52.216-22 INDEFINITE QUANTITY FOUND ON PAGE 19 OF 37 IS DELETED.

5. THE FAR CLAUSE 52.216-21 REQUIREMENTS IS ADDED ON PAGE 4 OF THIS AMENDMENT.

6. THE CORRECT PRICING SPREADSHEET OMITTED IN ERROR ON AMENDMENT 0001 IS HEREBY ADDED TO THIS AMENDMENT AS ATTACHMENT 0009.

*** END OF NARRATIVE A 003 ***

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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED	52.216-21	REQUIREMENTS	OCT/1995
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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 DECEMBER 2005.

(End of clause)

(IF6031)

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 009	CORRECTED PRICING SPREADSHEET		1PG	