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PIIN/SIIN DAAE20-01-R-0043

MOD/AMD 0003

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this amendment is to request initial and revised offers due to significant changes in quantities and pricing periods. Offerors are instructed to submit initial and revised offers in strict compliance with the terms and conditions of the solicitation, and all its amendments, including this one. Offerors must acknowledge receipt of this amendment prior to date and time set for closing. Initial and revised offers must be received no later than 4:30 PM Central Time, 7 Nov 02. Initial and revised proposals must be submitted electronically in accordance with Paragraph L-12 (52.215-4510 TACOM RI) titled 'Electronic Bids/Offerors' found in the solicitation. Late offers will be handled in accordance with 52.215-1 'Instructions to Offerors - Competitive Acquisitions' cited in Section L of the solicitation.

2. There are now four pricing periods (PP) in lieu of three, and the pricing periods are as follows:

PP 1: Award Date - 30 Sep 03  
PP 2: 01 Oct 03 - 30 Sep 04  
PP 3: 01 Oct 04 - 30 Sep 05  
PP 4: 01 Oct 05 - 30 Sep 06

Accordingly, Clauses IF6155 'Ordering' 52.216-18 and IF6036 'Indefinite Quantity' 52.216-22 have been revised as part of this amendment.

3. The following quantities are the guaranteed minimum quantities to be awarded under this solicitation and specifically represent the 'minimum quantity' as defined by and referenced in FAR and DFARS clauses contained within the solicitation document either in full text or by reference. These minimum quantities will be obligated at time of award. All other projected buy quantities are estimates only, and do not bind the Government in any way.

Guaranteed Minimum Quantity: CLIN 0001: NSN 1025-01-312-1014 (10 each)  
Guaranteed Minimum Quantity: CLIN 0002: NSN 1025-01-365-7042 (30 each)

4. The minimum and maximum quantity ordering ranges for each pricing period, as shown below and on the revised pricing chart (attached), are provided solely for the purpose of establishing reasonable ranges of quantities against which to provide prices, and to establish ordering limitations in the event that orders beyond the guaranteed minimum quantity are executed.

5. The Government's projected, minimum and maximum quantities are set forth in the table below. The projected quantities represent the best estimate of actual projected requirements, based on a combination of order history, actual orders on hand, and projected demand.

CLIN 0001, NSN 1025-01-312-1014; PN 12576115

Pricing Period	Projected	Minimum	Maximum
1	10	10	20
2	0	0	20
3	0	0	20
4	5	0	20

CLIN 0002, NSN 1025-01-365-7042; PN 12553710

Pricing Period	Projected	Minimum	Maximum
1	30	30	40
2	25	0	40
3	22	0	40
4	20	0	40

Accordingly, Clause IF6029 'Order Limitations' FAR 52.216-19 has been revised as part of this amendment.

6. The stated minimum ordering range quantities, other than the stated guaranteed minimum quantities shown in Paragraph 3 above, are not guaranteed buy quantities. An award under this solicitation in no way obligates the Government to order the stated minimums or maximums beyond the guaranteed minimum quantity. Each order stands on its own insofar as it obligates the Government.

7. The proposed prices for first article testing and all production quantities shall be marked on the revised Pricing Chart (attached). Proposals offering prices for less than all four periods will not be considered. Proposals offering prices for quantities other than those solicited will not be considered. Proposals that do not include a price for first article testing will not be considered. Revised offers are also required to restate the price for first article testing even if there is no change in that price. The determination on whether first article testing can be waived for any offeror will be part of the evaluation process in accordance with Clause ES6016 'First Article Test (Contractor Testing) 52.209-4512 TACOM RI, IF7116 'First Article Approval - Contractor Testing, Alternate I and Alternate II 52.209-3 and LF7009 'Waiver of First Article Approval' FAR 9.306(c).

Additionally, your attention is directed to the requirements of the first article test. Please assure that your first article test price takes all testing requirements into consideration. Note: As a result of the cyclic testing during first article, the first article equilibrators will require refurbishing if they are to be used as deliverables. At a minimum, all the seals will need to be replaced and dimensional inspections taken to assure that the parts are in accordance with the drawing. Any parts outside the drawing

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limits would have to be replaced.

8. Delivery:

NOTE: First article testing will only be required for CLIN 0001. No production deliveries of either CLIN will be allowed until first article testing has been approved for CLIN 0001 (unless first article testing is waived).

All Deliveries shall be FOB Destination to the Transportation Officer, New Cumberland, PA. Delivery schedule shall be as follows:

(a) For CLIN 0001 (NSN 1025-01-312-1014):

If first article testing is required:

First article test report: 180 days from date of order.

Production quantity: Deliveries commencing 360 days from date of order at the rate of 10 per month.

If first article testing is not required:

Production quantities: Deliveries commencing 180 days from date of order at the rate of 10 per month.

(b) For CLIN 0002 (NSN 1025-01-365-7042):

If first article testing is required for CLIN 0001:

Production quantities: Deliveries commencing 360 days from date of order at the rate of 10 per month.

If first article testing is not required for CLIN 0001:

Production quantities: Deliveries commencing 300 days from date of order at the rate of 10 per month.

9. Offerors are cautioned to read Section L 'Instructions, Conditions and Notices to Offerors' carefully to ensure that any proposal submitted in response hereto includes all past performance, price and small business participation information required by the solicitation. Offerors who have previously submitted a proposal on this solicitation, should update their proposal by submitting any new or revised information based on the changes stated in this amendment. This would include new or revised past performance and small business information since their previous submission. It is the responsibility of the offerors to provide complete and updated past performance information and thorough explanations as required in Section L. The Government is not obliged to make another request for the required information.

10. Initial and revised offers should remain valid for 60 days from above submission date, unless otherwise stated in your proposal.

11. The Government may award a contract based on this amendment without further discussion of offers. Accordingly, each offer should be submitted on the most favorable terms the offeror can submit to the Government.

12. All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A 004 \*\*\*

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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED	52.216-18	ORDERING	OCT/1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 30 Sep 06.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

I-2 CHANGED	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 5 each of CLIN 0001 or 10 each of CLIN 0002, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of 20 each of CLIN 0001 or 40 each of CLIN 0002;

(2) Any order for a combination of items in excess of 20 each of CLIN 0001 and 40 each of CLIN 0002; or

(3) A series of orders from the same ordering office within any pricing period that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-3 CHANGED	52.216-22	INDEFINITE QUANTITY	OCT/1995
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(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 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 30 Sep 07.

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(End of clause)

(IF6036)

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**Name of Offeror or Contractor:**

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 004	REVISED PRICING CHART		1PG	