

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-00-R-0164

MOD/AMD 0001

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS AMENDMENT IS TO CHANGE THE TYPE OF CONTRACT FROM A LONG TERM FIRM FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY TYPE CONTRACT TO A LONG TERM FIRM FIXED PRICE REQUIREMENTS TYPE CONTRACT.

***YOU MUST ACKNOWLEDGE THIS AMENDMENT TO BE CONSIDERED FOR AWARD OF THE CONTRACT.

AS A RESULT OF THIS CHANGE, PARAGRAPHS 1, 2, 3, 4, 6, AND 7 OF THE SOLICITATION NARRATIVE WHICH BEGINS ON PAGE 5 OF THE SOLICITATION ARE CHANGED TO READ AS FOLLOWS:

(NOTE: THERE HAS BEEN NO CHANGES TO PARAGRAPH 5 OR 8 OF THE SOLICITATION NARRATIVE; THE PARAGRAPHS ARE INCLUDED HERE FOR YOUR CONVENIENCE.)

1. THE SOLICITATION IS UNRESTRICTED AND WILL RESULT IN THE COMPETITIVE AWARD OF A LONG TERM FIRM FIXED PRICE REQUIREMENTS TYPE CONTRACT (SEE FAR 16.503) FOR ONE ITEM AS FOLLOWS:

CLIN 0001 DRIVE UNIT, HYDRAULIC NSN: 3010-00-972-2624 P/N: 10923493

THIS CONTRACT WILL INCLUDE 5 ORDERING PERIODS AS SET FORTH IN PARAGRAPHS 7.

2. THE MINIMUM AND MAXIMUM QUANTITY ORDERING RANGES FOR EACH ORDERING PERIOD, AS SHOWN BELOW AND ON THE PRICING SPREADSHEET (ATTACHMENT 001) ARE PROVIDED FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITIES, AGAINST WHICH TO PROVIDE MORE ACCURATE PRICES AND TO ESTABLISH ORDERING LIMITATIONS. SEE CLAUSE IF6029 'ORDER LIMITATIONS' (FAR 52.216-19).

3. THE STATED MINIMUM ORDERING RANGE QUANTITIES ARE NOT GUARANTEED BUY QUANTITIES. AN AWARD UNDER THIS SOLICITATION IN NO WAY OBLIGATES THE GOVERNMENT TO ORDER THE STATED MINIMUMS OR MAXIMUMS. EACH ORDER STANDS ON ITS OWN INSOFAR AS IT OBLIGATES THE GOVERNMENT.

4. EVALUATION OF OFFERS SHALL BE IN ACCORDANCE WITH THE EVALUATION GUIDELINES AND SPECIFIC EVALUATION PROCEDURES IN SECTION "M" IF THIS SOLICITATION.

5. ALL PRICES WILL BE PROPOSED ON A FOB DESTINATION BASIS. SHIPMENTS WILL BE DIVIDED AMONG THE FOLLOWING ADDRESSES (BUT NOT NECESSARILY THE SAME QUANTITIES):

- A. NEW CUMBERLAND ARMY DEPOT, NEW CUMBERLAND, PENNSYLVANIA
- B. RED RIVER ARMY DEPOT, TEXARKANA, TEXAS
- C. DEFENSE DISTRIBUTION REGION WEST, DISTRIBUTION DEPOT SAN JOAQUIN, LATHROP, CALIFORNIA.

6. THE PROPOSED UNIT PRICES FOR ALL QUANTITIES SHALL BE MARKED ON THE PRICING SPREADSHEET (ATTACHMENT 010). OFFERORS MUST COMPLETE THE ATTACHED PRICING SPREADSHEET AND SUBMIT IT TO OUR OFFICE ON OR BEFORE 15 JANUARY 2002 SINCE PREVIOUSLY SUBMITTED PRICING SHEETS ARE NO LONGER VALID. (THE PRICING SPREADSHEET HAS BEEN REVISED TO REMOVE ANY DESIGNATION TO A GUARANTEED QUANTITY. ALL QUANTITIES IN THE SOLICITATION ARE ESTIMATED ONLY.) PROPOSALS OFFERING PRICES FOR LESS THAN ALL FIVE ORDERING PERIODS WILL NOT BE CONSIDERED. PROPOSALS OFFERING PRICES FOR QUANTITIES OTHER THAN THOSE SOLICITED WILL NOT BE CONSIDERED.

7. THE ORDERING PERIOD AND ESTIMATED TOTAL QUANTITIES BY ORDERING PERIOD ARE AS FOLLOWS:

- ORDERING PERIOD 1 12 MONTHS AFTER DATE OF AWARD
- ORDERING PERIOD 2 13 TO 24 MONTHS AFTER AWARD
- ORDERING PERIOD 3 25 TO 36 MONTHS AFTER AWARD
- ORDERING PERIOD 4 37 TO 48 MONTHS AFTER AWARD
- ORDERING PERIOD 5 49 TO 60 MONTHS AFTER AWARD

THE GOVERNMENT'S ESTIMATED, MINIMUM AND MAXIMUM QUANTITIES ARE SET FORTH IN THE TABLE BELOW. THE ESTIMATED QUANTITIES REPRESENT THE BEST ESTIMATE OF ACTUAL PROJECTED REQUIREMENTS, BASED ON A COMBINATION OF ORDER HISTORY, ACTUAL QUANTITIES ON HAND, AND PROJECTED DEMAND.

CLIN 0001

ORDERING PERIOD	ESTIMATED	MINIMUM	MAXIMUM
1	10	10	50
2	10	10	50
3	10	10	50
4	10	10	50
5	10	10	50

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8. THIS IS A BEST VALUE PROCUREMENT. AWARD WILL BE BASED ON AN EVALUATION OF PROPOSALS IN TWO AREAS: (1) PAST PERFORMANCE/SMALL BUSINESS UTILIZATION AND (2) PRICE. THE AREA OF PAST PERFORMANCE/SMALL BUSINESS UTILIZATION IS MORE IMPORTANT THAN THE AREA OF PRICE. YOUR ATTENTION IS DIRECTED TO SECTIONS L AND M OF THE SOLICITATION PROVIDED AS ATTACHMENT 004 AND 005. THESE DOCUMENTS OUTLINE WHAT IS REQUIRED FROM OFFERORS AND PROVIDES AN EXPLANATION OF THE RATIONALE AND CRITERIA TO BE USED IN DETERMINING THE SUCCESSFUL CONTRACTOR UNDER THIS ACTION. FAILURE TO PROVIDE THE REQUIRED SUPPORTING DOCUMENTATION MAY RESULT IN YOUR OFFER BEING REJECTED.

9. IF THE CONTRACT IS AWARDED WITH FIRST ARTICLE, THE FIRST ARTICLE TEST REPORT IS DUE 240 DAYS AFTER AWARD OF A DELIVERY ORDER WITH PRODUCTION QUANTITIES DUE 375 DAYS AFTER AWARD OF A DELIVERY ORDER. IF THE CONTRACT IS AWARDED WITHOUT FIRST ARTICLE THE PRODUCTION QUANTITY IS DUE 240 DAYS AFTER AWARD OF A DELIVERY ORDER AGAINST THE CONTRACT.

10. THE FOLLOWING REVISIONS TO THE SOLICITATION ARE MADE AS A RESULT OF THE CHANGE TO A REQUIREMENTS TYPE CONTRACT:

A. ANY REFERENCE TO A GUARANTEED MINIMUM QUANTITY HAS BEEN DELETED FROM THE SOLICITATION. SECTION B HAS BEEN REVISED TO REFLECT THIS CHANGE. PRICING WILL STILL BE WITH AND WITHOUT FIRST ARTICLE AS INDICATED IN SECTION B AND ON THE PRICING SPREADSHEET. IF FIRST ARTICLE IS REQUIRED IT WILL BE DUE 240 DAYS AFTER THE DATE OF THE ISSUANCE OF THE FIRST DELIVERY ORDER AGAINST THE CONTRACT.

B. CLAUSES IF6155 ORDERING, IF6029 ORDER LIMITATIONS, IF6031 REQUIREMENTS AND LF0505 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION HAVE BEEN ADDED TO THE SOLICITATION.

C. EXECUTIVE SUMMARY (ATTACHMENT 001) IS HEREBY DELETED AND REPLACED WITH EXECUTIVE SUMMARY (ATTACHMENT 011).

YOU MUST ACKNOWLEDGE THIS AMENDMENT AND SUBMIT THE COMPLETED REVISED PRICING SPREADSHEET ON OR BEFORE 15 JANUARY 2002, 3:45 P.M. YOUR ACKNOWLEDGEMENT OF THIS AMENDMENT AND YOUR COMPLETED REVISED PRICING SPREADSHEET MUST BE SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND YOUR COMPANY.

DISCUSSIONS ARE HEREBY CONTINUED. DURING DISCUSSIONS, YOU MAY ADDRESS ANY DEFICIENCIES AND SIGNIFICANT WEAKNESSES IN YOUR OFFER; YOU MAY SUBMIT PROPOSAL REVISIONS TO THE GOVERNMENT (THE PROPOSALS MUST BE SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND YOUR COMPANY); AND YOU MAY ASK THE GOVERNMENT QUESTIONS.

UPON CONCLUSION OF DISCUSSIONS, THE CONTRACTING OFFICER WILL REQUEST FINAL PROPOSAL REVISIONS FROM THOSE OFFERORS WHO HAVE NOT BEEN ELIMINATED FROM THE COMPETITIVE RANGE.

NOTE: ONLY OFFERORS, WHO SUCCESSFULLY SUBMITTED TIMELY ELECTRONIC OFFERS ON THE ORIGINAL SOLICITATION, WILL BE ELIGIBLE FOR CONSIDERATION FOR AWARD ON THIS PROCUREMENT.

*** END OF NARRATIVE A 002 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>48</p> <p>NOUN: DRIVE UNIT, HYDRAULI FSCM: 19200 PART NR: 10923493 SECURITY CLASS: Unclassified NSN: 3010-00-972-2624</p> <p><u>****THE PRICING LINES AND QUANTITY OF 48 EACH ARE DELETED FROM THIS AMENDMENT ****</u></p> <p>ENTER UNIT PRICES FOR EACH QUANTITY RANGE AND ORDERING PERIOD ON THE PRICING SHEET AT ATTACHMENT 010.</p> <p>PRICING IS REQUIRED ON PRICING SPREADSHEET AT ATTACHMENT 010.</p> <p>THE FINAL DESTINATIONS FOR THE ESTIMATED QUANTITIES WILL BE A VARIANCE OF THE FOLLOWING DESTINATIONS: RED RIVER ARMY DEPOT, SHARPE ARMY DEPOT, OR NEW CUMBERLAND FACILITY.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 10923493 DATE: 17-MAR-2000</p> <p><u>Packaging and Marking</u> CONTRACTOR'S ARE DIRECTED TO REFER TO SECTION D FOR PACKAGING AND MARKING REQUIREMENTS.</p> <p>(End of narrative D001)</p>	48	EA	\$ _____	\$ _____
0001AA	<p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT SECURITY CLASS: Unclassified</p> <p>THE FIRST ARTICLE TEST REPORT IS NOT A SEPARATELY PRICED ITEM. ANY COSTS ASSOCIATED WITH THIS DATA ITEM SHOULD BE INCLUDED WITH THE PRICES SUBMITTED ON THE PRICING SPREADSHEET, ATTACHMENT 010.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>NOUN: DD FORM 1423 SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p>			<p>\$ ** NSP **</p>	<p>\$ ** NSP **</p>

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED	52.216-18	ORDERING	OCT/1995

(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 THE DATE OF THE CONTRACT. EACH EXTENDED PERIOD OF PERFORMANCE SHALL BE FOR 365 ADDITIONAL DAYS.

(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 10 EACH, 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 50 EACH;

(2) Any order for a combination of items in excess of THE MAXIMUM QUANTITY; or

(3) A series of orders from the same ordering office within (NOT APPLICABLE UNLESS THE PARTIES NEGOTIATE OTHERWISE) days 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 (NOT APPLICABLE UNLESS THE PARTIES NEGOTIATE OTHERWISE) 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	52.216-21	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

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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 60 MONTHS AFTER THE DATE OF AWARD OF THIS CONTRACT.

(End of clause)

(IF6031)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 010	PRICING SPREADSHEET		1PG	
Attachment 011	EXECUTIVE SUMMARY		1PG	

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <https://aais.ria.army.mil>

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1 ADDED	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION - ALTERNATE I	OCT/1997