

2. Amendment/Modification No. 0002	3. Effective Date 2004APR30	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ADBA SCOTT RYBICKI (586)574-2489 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: RYBICKSC@TACOM.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6)	Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)	<input checked="" type="checkbox"/> SCD <input type="checkbox"/> PAS <input type="checkbox"/> ADP PT	9A. Amendment Of Solicitation No. W56HZV-04-R-S060 9B. Dated (See Item 11) 2004APR27 10A. Modification Of Contract/Order No. 10B. Dated (See Item 13)
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**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 2 signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram 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 telegram or letter, provided each telegram or letter 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 ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) 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 (Specify type of modification and authority)	

**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.)**

SEE SECOND PAGE FOR DESCRIPTION

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 (Type or print)	16A. Name And Title Of Contracting Officer (Type or print)
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed
16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed

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## SECTION A - SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS AMENDMENT 0002 TO W56HZV-04-R-S060 IS TO REPLACE SECTION A, THE EXECUTIVE SUMMARY IN IT'S ENTIRITY TO CORRECT THE NOMENCLATURE, MINIMUM AND MAXIMUM QUANTTTITIES.

THE CORRECT INFORMATION IS: MINIMUM GUARANTEED QUANTITY: 2 EACH  
ESTIMATED/MAXIMUM 2-YEAR QUANTITY: 20 EACH  
ITEM NAME: COMPRESSOR, AIR 600CFM MOBILE

2. ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

3. THE DATE AND CLOSING TIME REMAINS UNCHANGED AT 9:00 AM EST, 12 MAY 2004.

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

## SECTION A

A.1 EXECUTIVE SUMMARY - COMMERCIAL ITEMS (INDEFINITE-QUANTITY CONTRACT)  
FOR IRAQI MINISTRIES CIVILIAN VEHICLE SUPPORT (IMCVS)

(a) INTRODUCTION:

The U.S. Army Tank-automotive and Armaments Command (TACOM) is issuing this solicitation under the authority of Federal Acquisition Regulation (FAR) Part 12.6, which creates a simplified contract format we can use to buy commercial items, using techniques that are similar to those used in private-sector contracting.

Section A, "SUPPLEMENTAL INFORMATION"  
Section B, "SUPPLIES OR SERVICES AND PRICES/COSTS"  
Section C, "DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENTS"  
Section H, "SPECIAL CONTRACT REQUIREMENTS"  
Section I, "CONTRACT CLAUSES"  
Section J, "LIST OF ATTACHMENTS"  
Section L, "INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS"  
Section M, "EVALUATION FACTORS FOR AWARD"

(b) TACOM is soliciting offers to supply the following items:

Minimum Guaranteed Quantity: 2 each  
Estimated/Maximum 2-year quantity: 20 each  
Item Name: Compressor, Air 600CFM Mobile

Under this Indefinite-Quantity Contract the Government is only guaranteeing that the minimum guaranteed quantity will be ordered. However, it is estimated that over the 2-year ordering period, a total of 20 vehicles may be ordered. Offeror's evaluated price will be based on the estimated quantity of 20 vehicles and supplemental manuals.

Warranty - Standard commercial warranty must be provided by offeror, supported in full. A copy of the warranty will be submitted and market research will be performed by the Government to verify its authenticity.

Manuals - Offerors must provide an English and Arabic (dialect appropriate to Iraq) manual which is inclusive of the proposed unit price. Vehicles can be and will be expected to be shipped with the available vehicles standard manual, in whatever language, but the awardee will be paid only 80% of the total cost per vehicle upon acceptance if the two required language manuals are not included with the original shipment. When English and Arabic translated manuals are provided, (one or both, whatever completes the requirement of both manual types), and the additional 20% of the unit price, per vehicle, will be paid upon acceptance of the manuals.

Spare Parts - In order to satisfy basic upkeep of the vehicles included in the warranty, the offeror must identify a known dealer within the non-terrorist countries of the Southwest Asian region.

(c) UNIQUE ASPECTS OF THIS SOLICITATION:

(1) Indefinite-Quantity Contract

This solicitation is for a 2-year Indefinite-Quantity contract, rather than a single-year contract. Under an indefinite-quantity contract arrangement, TACOM guarantees to buy a specified minimum quantity of contract items during the contract life, and can

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order additional quantities above that minimum, if we require them. Eligibility of award is under Full and Open competition.

(2) Responsibility

In order to determine that offerors are deemed responsible and competent to perform on these contract(s), offerors will have to ensure the Government that they are in compliance with the standards listed in FAR 9.104. The Government may obtain certain information by exercising rights under FAR 9.105. Also, potential contractors must be registered in the Central Contractor Registry (CCR) PRIOR to award: [www.ccr.gov](http://www.ccr.gov) <<http://www.ccr.gov>>.

(3) Schedule of Events

Per FAR 12.603, responses will be due 15 days after solicitations are issued.

(4) Standards of Conduct - Improper Business Practices

Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors, and any other agent acting in connection with this contract. Examples of such unacceptable behavior include providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors, and any other agents acting under the contract awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of this contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR or DFARS clause incorporated into this solicitation and any resultant contract.

(5) De-Baathification

The Contractor will be responsible for implementing the following guidance: Coalition Provisional Authority Order Number 1, dated 16 May 2003, subject: De-Baathification of Iraqi Society. The Implementation Plan can be found at Coalition Provisional Authority Memorandum Number 1, dated 3 June 2003, <<http://cpa-iraq.org>>.

(6) Clause Comment

Many clauses that will be contained in the solicitation will be applicable to U.S. and international companies. However, some will apply only to U.S. firms and some will only apply to international firms.

(7) Logistic Effort

Full payment on accepted hardware will not be made until delivery of the English and Arabic manuals is completed. Reference Statement of Work, Section C.

(8) Manual

Each item must be shipped with a hard copy publication printed and overpacked by the contractor. Reference Statement of Work, Section C.

(d) NOTICE REGARDING FILL-INS:

Please note that this solicitation contains clauses and provisions that require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may not be eligible for award. So please be careful to read and complete each provision that requires a fill-in.

(e) OTHER KEY FEATURES OR REQUIREMENTS OF THIS SOLICITATION:(1) Required Copies in Response to This Solicitation

To be considered for award, you must return one signed original of your offer, completed properly, by the time and date shown in Block 7a of the Standard Form 1449 (SF 1449) cover page. Reference Section L for further information.

(2) Set-Aside Information

This acquisition is not set-aside for small business.

(3) Question/Problem Resolution

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Routine questions regarding this solicitation should be directed to the buyer identified in Block 7a of the SF 1449. If you have more serious concerns, please seek resolution with the contracting officer. Additional help can be found in the provision entitled: NOTICE OF TACOM OMBUDSPERSON.

(4) Availability of Funds

Funds are subject to availability for this procurement. We reserve the right to not make any or all awards.

(5) Proposal Preparation Costs

We will not reimburse any offeror for the cost of preparing and submitting proposals.

(f) Inconsistencies Between the Executive Summary and the Solicitation:

This executive summary has been prepared as an aid to you, the potential offeror. We have tried to accurately reflect the requirements and information contained in the balance of the solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the buyer identified in Block 7a of the SF 1449.

(g) Federal Acquisition Regulation Website:

<<http://farsite.hill.af.mil/vffara.htm>>

(h) Doing Business In Iraq Website:

<<http://www.export.gov/iraq/>>

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\*\*\* END OF NARRATIVE A 005 \*\*\*