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|-------------------------------------|--------------------------------|---|--------------------------------|
| 2. Amendment/Modification No.<br>09 | 3. Effective Date<br>2004SEP29 | 4. Requisition/Purchase Req No.<br>SEE SCHEDULE | 5. Project No. (If applicable) |
|-------------------------------------|--------------------------------|---|--------------------------------|

|  |      |        |  |          |               |
|--|------|--------|--|----------|---------------|
| 6. Issued By<br>TACOM-ROCK ISLAND<br>AMSTA-LC-CTR-R<br>KATRIENA VERSTRAETE (309)782-6618<br>ROCK ISLAND IL 61299-7630<br><br>EMAIL: VERSTRAETEK@RIA.ARMY.MIL | Code | W52H09 | 7. Administered By (If other than Item 6)<br>DCMA ATLANTA<br>2300 LAKE PARK DRIVE SUITE 300<br>SMYRNA GA 30080 | Code     | S1103A        |
|  |      |        | SCD C  | PAS NONE | ADP PT HQ0338 |

|   |                                     |  |
|---|-------------------------------------|--|
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)<br><br>KIPPER TOOL COMPANY<br>2375 MURPHY BOULEVARD<br>FRONT DOCK DOOR<br>GAINESVILLE, GA. 30501-4475<br><br>TYPE BUSINESS: Other Small Business Performing in U.S. | <input type="checkbox"/>            | 9A. Amendment Of Solicitation No.                                |
|   | <input type="checkbox"/>            | 9B. Dated (See Item 11)  |
|   | <input checked="" type="checkbox"/> | 10A. Modification Of Contract/Order No.<br>DAAE20-03-D-0067/0001 |
|   | <input type="checkbox"/>            | 10B. Dated (See Item 13)<br>2003FEB28                            |
| Code 00NS2  | 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 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)  
NO CHANGE TO OBLIGATION DATA

**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:<br>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 checked="" 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)<br>DEBRA JUHL<br>JUHL@RIA.ARMY.MIL (309)782-3370 |  |                                   |
| 15B. Contractor/Offeror<br><br>_____<br>(Signature of person authorized to sign) | 15C. Date Signed  | 16B. United States Of America<br><br>By _____ /SIGNED/<br>(Signature of Contracting Officer) | 16C. Date Signed<br><br>2004SEP29 |

|                           |  |                           |
|---------------------------|--|---------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-03-D-0067/0001 <b>MOD/AMD</b> 09 | <b>Page</b> 2 <b>of</b> 3 |
|---------------------------|--|---------------------------|

**Name of Offeror or Contractor:** KIPPER TOOL COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification is to incorporate the clause entitled "Surge Option" into Section I of the long term contract. The surge option delivery schedule is due within 30 days from the date of this modification. The modification documentation to incorporate the surge option clause into the existing contract document is made at no additional cost to the Government.

2. All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A 010 \*\*\*

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 3 of 3**

PIIN/SIIN DAAE20-03-D-0067/0001

MOD/AMD 09

**Name of Offeror or Contractor:** KIPPER TOOL COMPANYSECTION I - CONTRACT CLAUSES  
SURGE OPTION

(a) General. The Government has the option to accelerate the rate of delivery called for under this contract, at a price or cost to be established by negotiation as provided in this clause.

(b) Schedule. The Contractor shall, within 30 days from the date of this modification, furnish the Contracting Officer a delivery schedule showing the maximum sustainable rate of delivery for items in this contract. This delivery schedule shall provide acceleration by month up to the maximum sustainable rate of delivery achievable within the Contractor's existing facilities, equipment, and subcontracting structure. The Contractor shall not revise the option delivery schedule without approval from the Contracting Officer.

(c) Exercise of Option.

(1) The Contracting Officer may exercise this option at any time before the expiration of the contract.

(2) The Contracting Officer will provide a preliminary oral or written notice to the Contractor stating the quantities to be accelerated under the terms of this clause, followed by a contract modification incorporating the transmitted information and instructions.

(3) The Contractor will not be required to deliver at a rate greater than the maximum sustainable delivery rate under paragraph (b)(2) of this clause.

(d) Price Negotiation.

(1) Unless the option cost or price was previously agreed upon, the Contractor shall, within 30 days from the date of option exercise, submit to the Contracting Officer a cost or price proposal (including a cost breakdown) for the accelerated items.

(2) Failure to agree on a cost or price in negotiations resulting from the exercise of this option shall constitute a dispute concerning a question of fact within the meaning of the Disputes clause of this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the performance of the contract, as modified, while any resulting claim is being settled.

(End of Clause)

\*\*\* END OF NARRATIVE I 002 \*\*\*