

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. CONTRACT PURCH ORDER/AGREEMENT NO.</b> DAAE20-03-D-0085	<b>2. DELIVERY ORDER/CALL NO.</b> 0001	<b>3. DATE OF ORDER/CALL (YYYYMMDD)</b> 2004MAY17	<b>4. REQUISITION/PURCH REQUEST NO.</b> SEE SCHEDULE	<b>5. PRIORITY</b> DOA5
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<b>6. ISSUED BY</b> TACOM-ROCK ISLAND AMSTA-LC-CTC-B CINDY WAGONER (309)782-0246 ROCK ISLAND IL 61299-7630 EMAIL: WAGONERC@RIA.ARMY.MIL	<b>CODE</b> W52H09	<b>7. ADMINISTERED BY (if other than 6)</b> DCMA ATLANTA 2300 LAKE PARK DRIVE SUITE 300 SMYRNA GA 30080	<b>CODE</b> S1103A	<b>8. DELIVERY FOB</b> <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)
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<b>9. CONTRACTOR</b> KIPPER TOOL COMPANY 2375 MURPHY BOULEVARD FRONT DOCK DOOR GAINESVILLE, GA. 30501-4475	<b>CODE</b> 00NS2	<b>FACILITY</b>	<b>10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)</b> SEE SCHEDULE	<b>11. X IF BUSINESS IS</b> <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMAN-OWNED
<b>12. DISCOUNT TERMS</b>			<b>13. MAIL INVOICES TO THE ADDRESS IN BLOCK</b> See Block 15	

<b>14. SHIP TO</b> SEE SCHEDULE	<b>CODE</b>	<b>15. PAYMENT WILL BE MADE BY</b> DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264	<b>CODE</b> HQ0338	<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2</b>
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<b>16. TYPE OF ORDER</b>	<b>DELIVERY/ CALL</b> <input checked="" type="checkbox"/>	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.		
	<b>PURCHASE</b>	Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____, furnish the following on terms specified herein.		
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.				

<b>NAME OF CONTRACTOR</b>	<b>SIGNATURE</b>	<b>TYPED NAME AND TITLE</b>	<b>DATE SIGNED (YYYYMMDD)</b>
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

<b>17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE</b> SEE SCHEDULE
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18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price  KIND OF CONTRACT: Supply Contracts and Priced Orders				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	<b>24. UNITED STATES OF AMERICA</b> DEBRA JUHL /SIGNED/ JUHLD@RIA.ARMY.MIL (309)782-3370 BY: _____ CONTRACTING/ORDERING OFFICER	<b>25. TOTAL</b> \$5,036,354.00	<b>26. DIFFERENCES</b>
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**27a. QUANTITY IN COLUMN 20 HAS BEEN**  
 INSPECTED     RECEIVED     ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED

<b>b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>	<b>c. DATE (YYYYMMDD)</b>	<b>d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>
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<b>e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>	<b>28. SHIP. NO.</b>	<b>29. D.O. VOUCHER NO.</b>	<b>30. INITIALS</b>
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<b>f. TELEPHONE NUMBER</b>	<b>g. E-MAIL ADDRESS</b>	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	<b>32. PAID BY</b>	<b>33. AMOUNT VERIFIED CORRECT FOR</b>
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<b>36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.</b>	<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	<b>34. CHECK NUMBER</b>
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<b>a. DATE (YYYYMMDD)</b>	<b>b. SIGNATURE AND TITLE OF CERTIFYING OFFICER</b>	<b>35. BILL OF LADING NO.</b>
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<b>37. RECEIVED AT</b>	<b>38. RECEIVED BY (Print)</b>	<b>39. DATE RECEIVED (YYYYMMDD)</b>	<b>40. TOTAL CONTAINERS</b>	<b>41. S/R ACCOUNT NUMBER</b>	<b>42. S/R VOUCHER NO.</b>
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PIIN/SIIN DAAE20-03-D-0085/0001

MOD/AMD

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

## SUPPLEMENTAL INFORMATION

1. THIS DELIVERY ORDER CONSTITUTES AN INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT (IDIQ) FOR THE STANDARD AUTOMOTIVE TOOL SET (SATS) UNDER SEGMENT 4 - CONTAINERIZED SHOP SETS. FOLLOW-ON DELIVERY ORDERS WILL BE PLACED AGAINST CONTRACT DAAE20-03-D-0085 AND MAY BE ISSUED PURSUANT TO THE TERMS OF THIS CONTRACT FROM THE DATE THIS CONTRACT IS SIGNED THROUGH 31 MARCH 2014.

2. THIS DELIVERY ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT DAAE20-03-D-0085 AS AMENDED HEREIN.

3. THE ORDERING PERIODS UNDER THIS CONTRACT ARE AS FOLLOWS:

ORDERING PERIOD 1: AWARD DATE - 31 MAR 2005  
ORDERING PERIOD 2: 01 APR 2005 - 31 MAR 2006  
ORDERING PERIOD 3: 01 APR 2006 - 31 MAR 2007  
ORDERING PERIOD 4: 01 APR 2007 - 31 MAR 2008  
ORDERING PERIOD 5: 01 APR 2008 - 31 MAR 2009  
ORDERING PERIOD 6: 01 APR 2009 - 31 MAR 2010  
ORDERING PERIOD 7: 01 APR 2010 - 31 MAR 2011  
ORDERING PERIOD 8: 01 APR 2011 - 31 MAR 2012  
ORDERING PERIOD 9: 01 APR 2012 - 31 MAR 2013  
ORDERING PERIOD 10: 01 APR 2013 - 31 MAR 2014

4. DUE TO UNFORESEEN ADMINISTRATIVE PROBLEMS RESULTING FROM LINE ITEM NUMBER (LIN) AND NSN FORMATTING RESTRICTIONS, THE CLIN STRUCTURE FOR SATS HAS BEEN COMPLETELY REVISED. SPECIFICALLY, THE SATS CORE TOOL LOAD AND BOTH OF THE FIELD MAINTENANCE MODULES HAVE THEIR OWN UNIQUE LINS. SINCE AN NSN CANNOT INCLUDE MORE THAN ONE LIN, IT IS IMPOSSIBLE TO ESTABLISH AND AWARD AN NSN FOR SATS CORE WITH MODULES. IN ADDITION, THE SATS CORE NSN INCLUDES THE SHELTER. THEREFORE, THE CLIN STRUCTURE HAS BEEN CHANGED TO ACCOMMODATE THE ESTABLISHED LIN/NSN RELATIONSHIPS AND GREATLY SIMPLIFY THE ORDERING, DELIVERY, RECEIPT, AND ISSUING PROCESSES. THE OVERALL MINIMUM AND MAXIMUM QUANTITIES ARE NOT AFFECTED BY THE CHANGE IN STRUCTURE.

- a. CLINs 0004AA, 0004AB, AND 0004AC NO LONGER EXIST
- b. NEW CLIN 0001 IS ESTABLISHED FOR THE SATS CORE WITH STORAGE MEDIA, INTEGRATED INTO SHELTER WITH GFM TRAILER
- c. NEW CLIN 0002 IS ESTABLISHED FOR FIELD MAINTENANCE MODULE #1 WITH STORAGE MEDIA (WITH OR WITHOUT INTEGRATION INTO THE SHELTER)
- d. NEW CLIN 0003 IS ESTABLISHED FOR FIELD MAINTENANCE MODULE #2 WITH STORAGE MEDIA (WITH OR WITHOUT INTEGRATION INTO THE SHELTER)
- e. CLINs 0004AD, 0004AE, AND 0004AF ARE REDESIGNATED AS CLINs 0004, 0005, AND 0006, RESPECTIVELY
- f. CLINs 0004AG, 0004AH, AND 0004AJ ARE REDESIGNATED AS CLINs 0007, 0008, AND 0009, RESPECTIVELY
- g. CLIN 0004AK IS REDESIGNATED AS CLIN 0010
- h. CLIN 0004AL IS REDESIGNATED AS CLIN 0012AC AS A COMPONENT OF THE PRODUCTION REPRESENTATIVE SYSTEMS
- i. CLIN 0004AM NO LONGER EXISTS (NOT REQUIRED AFTER RECEIPT OF MILESTONE B APPROVAL)
- j. CLIN 0004AN NO LONGER EXISTS (TRAILER IS GOVERNMENT FURNISHED MATERIAL FOR NEW CLIN 0001)
- k. CLIN 0004AQ IS REDESIGNATED AS CLIN 0011
- l. NEW CLINs 0012AA AND 0012AB ARE ESTABLISHED FOR THE PRODUCTION REPRESENTATIVE SYSTEMS (NEW CLIN STRUCTURE CAN'T ACCOMMODATE EXISTING RDT&E FUNDING DOCUMENTS)
- m. NEW CLIN 0013 IS ESTABLISHED FOR DELIVERY OF THE SAFETY ASSESSMENT REPORT

THE OVERALL UNIT PRICES ARE NOT AFFECTED EXCEPT FOR NEW CLIN 0001. THE UNIT PRICE FOR CLIN 0001 (\$109,305) WAS CALCULATED BY DEDUCTING THE UNIT PRICES FOR THE FIELD MAINTENANCE MODULES #1 (0004AE = \$19,669) AND #2 (0004AF = \$6,602) AND THE STORAGE MEDIA FOR MODULES #1 (0004AH = \$2,498) AND #2 (0004AJ = \$1,569) FROM THE TOTAL OF CLINs 0004AA (\$103,298) AND 0004AP (\$36,345). THE PRICING SPREADSHEET (ATTACHMENT 004) HAS BEEN ADJUSTED ACCORDINGLY. BY SIGNING THIS AWARD DOCUMENT, THE CONTRACTOR AGREES TO THE PRICES AS ADJUSTED.

5. THE FOLLOWING CHANGES ARE MADE TO FACILITATE THE INSPECTION/ACCEPTANCE/DELIVERY PROCESSES:

CLIN 0010, SATS SYSTEM MANUALS: INSPECTION, ACCEPTANCE, AND FOB POINT ARE CHANGED FROM ORIGIN TO DESTINATION

CLIN 0011, SATS NON-RECURRING COSTS: INSPECTION AND ACCEPTANCE ARE CHANGED FROM ORIGIN TO DESTINATION

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

CLINS 0012AA, 0012AB, AND 0012AC, PRODUCTION REPRESENTATIVE SYSTEMS: INSPECTION AND ACCEPTANCE ARE CHANGED FROM ORIGIN TO DESTINATION

6. DELIVERY ORDERS WILL BE PLACED AGAINST THE UNIT PRICES ON THE PRICING EVALUATION SPREADSHEET FOR ORDERING PERIOD 1. PRICES FOR SUBSEQUENT ORDERING PERIODS WILL BE CALCULATED USING THE FOLLOWING METHODS:

a. TOOL LOAD ESCALATION CLAUSE: THIS PROVISION IS MANDATORY AND APPLIES TO CLINS 0004, 0005, 0006 AND TO THE PORTION OF THE UNIT PRICES ATTRIBUTABLE TO THE TOOL LOAD FOR CLINS 0001, 0002, AND 0003. FOR CLINS 0001, 0002, AND 0003, WE WILL USE THE UNIT PRICES FOR CLINS 0004, 0005, AND 0006, RESPECTIVELY, TO REPRESENT THE BASE PRICE FOR TOOL LOAD ESCALATION.

b. ECONOMIC PRICE ADJUSTMENT - STEEL AND ALUMINUM CLAUSE: THIS PROVISION IS OPTIONAL AND MAY APPLY TO ANY STANDARD STEEL OR ALUMINUM MILL ITEMS USED IN THE MANUFACTURE OF THE STORAGE MEDIA, SHELTER, AND/OR TRAILER. THE CONTRACTOR, BY COMPLETING THE TABLE IN THE CLAUSE, WILL DETERMINE WHICH OF THE APPLICABLE CLINS (OR PORTIONS THEREOF) WILL BE SUBJECT TO THE CLAUSE.

c. STANDARD ESCALATION CLAUSE: THIS PROVISION IS MANDATORY AND IS APPLICABLE TO ANY CLINS (OR PORTIONS THEREOF) NOT COVERED BY THE TOOL LOAD ESCALATION CLAUSE (MANDATORY) OR THE ECONOMIC PRICE ADJUSTMENT - STEEL AND ALUMINUM CLAUSE (OPTIONAL).

NO PART OF ANY CLIN UNIT PRICE WILL BE ADJUSTED BY MORE THAN ONE METHOD.

7. DELIVERY ORDER 0001 IS HEREBY ISSUED FOR A TOTAL DOLLAR AMOUNT OF \$5,036,354.00 IN SUPPORT OF SEGMENT 4 - CONTAINERIZED SHOP SETS, STANDARD AUTOMOTIVE TOOL SET. THIS DELIVERY ORDER IS FOR A QUANTITY OF 30 EACH OF CLIN 0001, SATS CORE TOOLS IN STORAGE MEDIA, SHELTER, AND GFM TRAILER, INTEGRATED, 30 EACH OF CLIN 0002, FIELD MAINTENANCE MODULE #1 IN STORAGE MEDIA, INTEGRATED, 30 EACH OF CLIN 0003, FIELD MAINTENANCE MODULE #2 IN STORAGE MEDIA, INTEGRATED, 1 LOT OF CLIN 0010, SATS SYSTEM MANUALS, SERVICE CLIN 0011, SATS NON-RECURRING COSTS, 4 EACH PRODUCTION REPRESENTATIVE SYSTEMS TO INCLUDE SATS CORE TOOLS, FIELD MAINTENANCE MODULES #1 AND #2, IN STORAGE MEDIA, ADDITIONAL TOOLS FOR PRODUCTION VERIFICATION TESTING, SHELTER, GFM TRAILER, INTEGRATED. THIS AWARD FULFILLS THE GUARANTEED MINIMUM QUANTITY.

8. DFP 420, DTD 10 MAY 2004, IS PROVIDED AT ATTACHMENT 001.

9. KIPPER'S STANDARD AUTOMOTIVE TOOL SET LIST OF COMPONENTS, BRANDS, PART NUMBERS AND WARRANTY IS INCORPORATED AT ATTACHMENT 002.

10. KIPPER'S WARRANTY STATEMENT IS INCORPORATED AT ATTACHMENT 003.

11. THE PRICING EVALUATION SPREADSHEET (INCLUDING EPA CLAUSE DATA) IS PROVIDED AT ATTACHMENT 004.

12. THE FOLLOWING CLAUSES HAVE BEEN DELETED FROM THIS CONTRACT:

CLAUSE E-4, 52.209-4512, FIRST ARTICLE TEST (CONTRACTOR TESTING), MAR 2001

CLAUSE E-5, 52.246-4503, ALTERNATIVE TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL PROCESS CONTROL (SPC)), JAN 1999

CLAUSE E-7, 52.246-4540, CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000, APR 2001

CLAUSE I-86, 52.209-3, FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II, JAN 1997

13. THE FOLLOWING CLAUSES HAVE BEEN REVISED AND ARE INCORPORATED INTO THIS DOCUMENT:

CLAUSE C-2, SAFETY ASSESSMENT REPORT

CLAUSE E-3, 52.246-11, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT, FEB 1999

CLAUSE E-6, 52.246-4528, REWORK AND REPAIR OF NONCONFORMING MATERIAL, MAY 1994

CLAUSE H-5, 52.245-4506, GOVERNMENT FURNISHED PROPERTY, OCT 1994

CLAUSE H-6, 52.246-4500, MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250), NOV 2001

CLAUSE I-78, 52.216-18, ORDERING, OCT 1995

CLAUSE I-79, 52.216-19, ORDER LIMITATIONS, OCT 1995

CLAUSE I-80, 52.216-22, INDEFINITE QUANTITY, OCT 1995

CLAUSE I-94, WARRANTY

14. THE FOLLOWING CLAUSES HAVE BEEN INCORPORATED INTO THE SOLICITATION AND ARE HEREBY ADDED TO THIS CONTRACT DOCUMENT:

CLAUSE I-95, 252.245-7001, REPORTS OF GOVERNMENT PROPERTY, MAY 1994 (INCORPORATED BY REFERENCE)

CLAUSE I-96, 52.245-2, GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS), JUN 2003

CLAUSE I-97, 52.229-XX, CALIFORNIA SALES AND USE TAX, MAY 1992

CLAUSE I-98, 252.232-7003, ELECTRONIC SUBMISSION OF PAYMENT REQUESTS, MAR 2003 (INCORPORATED BY REFERENCE)

CLAUSE I-99, 252.225-7001, BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (INCORPORATED BY REFERENCE)

CLAUSE I-100, 252.225-7002, QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (INCORPORATED BY REFERENCE)

CLAUSE I-101, 252.225-7021, TRADE AGREEMENTS (INCORPORATED BY REFERENCE)

CLAUSE I-102, ECONOMIC PRICE ADJUSTMENT - STEEL AND ALUMINUM

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**MOD/AMD**

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

CLAUSE I-103, TOOL LOAD ESCALATION

CLAUSE I-104, STANDARD ESCALATION

\*\*\* END OF NARRATIVE A 001 \*\*\*



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 PIIN/SIIN DAAE20-03-D-0085/0001 MOD/AMD

Name of Offeror or Contractor: KIPPER TOOL COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	006                    5                    28-AUG-2005 (E)  FOB POINT: Origin  SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C)    SR W0K8 USA MAC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND                    IL 61299-5000  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-D-0085/0001				
0002	<u>FIELD MAINT MOD 1 IN STORAGE MEDIA</u>  NSN: 4910-01-501-7342 SECURITY CLASS: Unclassified  <u>Packaging and Marking</u> SEE DFP 420  <u>Inspection and Acceptance</u> INSPECTION: Origin    ACCEPTANCE: Origin  <u>Deliveries or Performance</u> FOB: Origin  DELIVERY DUE: 90 DAYS AFTER RECEIPT OF GOVERNMENT AUTHORIZATION TO BEGIN PRODUCTION FOLLOWING SUCCESSFUL PRODUCTION VERIFICATION TESTING AND GOVERNMENT RECEIPT OF MILESTONE C APPROVAL (90 DAYS AFTER RECEIPT OF SUBSEQUENT DELIVERY ORDERS) MAXIMUM MONTHLY SHIPMENT REQUIREMENT: 50 EACH  GUARANTEED MINIMUM QUANTITY: 30 EACH MAXIMUM CONTRACT QUANTITY: 1,300 EACH  (End of narrative B001)				
0002AA	<u>PRODUCTION QUANTITY</u>  NOUN: MOD 1 IN STORAGE MEDIA INTGRT PRON: M13A5324M1    PRON AMD: 02    ACRN: AB AMS CD: 51109146017  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin    ACCEPTANCE: Origin	30	EA	\$ 22,167.00000	\$ 665,010.00

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Name of Offeror or Contractor: KIPPER TOOL COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001 W52H094133T646 W52H1C M 3  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 5 31-MAR-2005 (E)                      002 5 30-APR-2005 (E)                      003 5 30-MAY-2005 (E)                      004 5 29-JUN-2005 (E)                      005 5 29-JUL-2005 (E)                      006 5 28-AUG-2005 (E)</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>                      (W52H1C) SR W0K8 USA MAC ROCK ISL ARSENAL                      BLDG 299 GILLESPIE AV AND BECK LANE                      ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      DAAE20-03-D-0085/0001</p> <p><u>FIELD MAINT MOD 2 IN STORAGE MEDIA</u></p> <p>NSN: 4910-01-501-7343                      SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u>                      SEE DFP 420</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      FOB: Origin</p> <p>DELIVERY DUE: 90 DAYS AFTER RECEIPT OF GOVERNMENT                      AUTHORIZATION TO BEGIN PRODUCTION FOLLOWING                      SUCCESSFUL PRODUCTION VERIFICATION TESTING AND                      GOVERNMENT RECEIPT OF MILESTONE C APPROVAL                      (90 DAYS AFTER RECEIPT OF SUBSEQUENT DELIVERY ORDERS)                      MAXIMUM MONTHLY SHIPMENT REQUIREMENT: 50 EACH</p> <p>GUARANTEED MINIMUM QUANTITY: 30 EACH                      MAXIMUM CONTRACT QUANTITY: 600 EACH</p> <p>(End of narrative B001)</p>				

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Name of Offeror or Contractor: KIPPER TOOL COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	<p><u>PRODUCTION QUANTITY</u></p> <p>30</p> <p>NOUN: MOD 2 IN STORAGE MEDIA INTGR                      PRON: M13A6324M1 PRON AMD: 01 ACRN: AB                      AMS CD: 51109146017</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001 W52H094135T645 W52H1C M 3  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 5 31-MAR-2005 (E)                      002 5 30-APR-2005 (E)                      003 5 30-MAY-2005 (E)                      004 5 29-JUN-2005 (E)                      005 5 29-JUL-2005 (E)                      006 5 28-AUG-2005 (E)</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>                      (W52H1C) SR W0K8 USA MAC ROCK ISL ARSENAL                      BLDG 299 GILLESPIE AV AND BECK LANE                      ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      DAAE20-03-D-0085/0001</p>	30	EA	\$ 8,171.00000	\$ 245,130.00
0004	<p><u>CORE COMPONENTS WITHOUT STORAGE MEDIA</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u>                      SEE DFP 420</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      FOB: Origin</p>				

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Reference No. of Document Being Continued  
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Name of Offeror or Contractor: KIPPER TOOL COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p>DELIVERY DUE: 45 DAYS AFTER RECEIPT OF ORDER                      MAXIMUM MONTHLY SHIPMENT REQUIREMENT: 70 EACH                      (COMBINED CLINs 0004, 0005, AND 0006)</p> <p>GUARANTEED MINIMUM QUANTITY: 0 EACH                      MAXIMUM CONTRACT QUANTITY: 4,000 EACH</p> <p>(End of narrative B001)</p> <p><u>FIELD MAINT MODULE #1 WITHOUT STORAGE MEDIA</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u>                      SEE DFP 420</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      FOB: Origin</p> <p>DELIVERY DUE: 45 DAYS AFTER RECEIPT OF ORDER                      MAXIMUM MONTHLY SHIPMENT REQUIREMENT: 70 EACH                      (COMBINED CLINs 0004, 0005, AND 0006)</p> <p>GUARANTEED MINIMUM QUANTITY: 0 EACH                      MAXIMUM CONTRACT QUANTITY: 1,500 EACH</p> <p>(End of narrative B001)</p>				
0006	<p><u>FIELD MAINT MODULE 2 WITHOUT STORAGE MEDIA</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u>                      SEE DFP 420</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      FOB: Origin</p> <p>DELIVERY DUE: 45 DAYS AFTER RECEIPT OF ORDER                      MAXIMUM MONTHLY SHIPMENT REQUIREMENT: 70 EACH                      (COMBINED CLINs 0004, 0005, AND 0006)</p> <p>GUARANTEED MINIMUM QUANTITY: 0 EACH                      MAXIMUM CONTRACT QUANTITY: 1,200 EACH</p> <p>(End of narrative B001)</p>				

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Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-03-D-0085/0001 MOD/AMD

Name of Offeror or Contractor: KIPPER TOOL COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p><u>STORAGE MEDIA FOR SATS CORE</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u> SEE DFP 420</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB: Origin</p> <p>DELIVERY DUE: 45 DAYS AFTER RECEIPT OF ORDER            MAXIMUM MONTHLY SHIPMENT REQUIREMENT: 50 EACH            (COMBINED CLINs 0007, 0008, AND 0009)</p> <p>GUARANTEED MINIMUM QUANTITY: 0 EACH            MAXIMUM CONTRACT QUANTITY: 4,000 EACH</p> <p>(End of narrative B001)</p>				
0008	<p><u>STORAGE MEDIA FOR SATS MODULE 1</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u> SEE DFP 420</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB: Origin</p> <p>DELIVERY DUE: 45 DAYS AFTER RECEIPT OF ORDER            MAXIMUM MONTHLY SHIPMENT REQUIREMENT: 50 EACH            (COMBINED CLINs 0007, 0008, AND 0009)</p> <p>GUARANTEED MINIMUM QUANTITY: 0 EACH            MAXIMUM CONTRACT QUANTITY: 1,500 EACH</p> <p>(End of narrative B001)</p>				
0009	<p><u>STORAGE MEDIA FOR SATS MODULE 2</u></p> <p>SECURITY CLASS: Unclassified</p>				

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Name of Offeror or Contractor: KIPPER TOOL COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u> SEE DFP 420</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB: Origin</p> <p>DELIVERY DUE: 45 DAYS AFTER RECEIPT OF ORDER            MAXIMUM MONTHLY SHIPMENT REQUIREMENT: 50 EACH            (COMBINED CLINs 0007, 0008, AND 0009)</p> <p>GUARANTEED MINIMUM QUANTITY: 0 EACH            MAXIMUM CONTRACT QUANTITY: 1,200 EACH</p> <p>(End of narrative B001)</p>				
0010	<p><u>SATS SYSTEM MANUALS</u></p> <p>SECURITY CLASS: Unclassified</p>				
0010AA	<p><u>DATA ITEM</u></p> <p>NOUN: SATS SYSTEM MANUALS            PRON: M13A4324M1 PRON AMD: 01 ACRN: AB            AMS CD: 51109146017</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>            DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>            001 W81C5M 3  <u>DEL REL CD QUANTITY DEL DATE</u>            001 1 AS REQUIRED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>            (ZZZZ55) TACOM-ROCK ISLAND            ATTN AMSTA-LC-CT            ROCK ISLAND IL 61299-7630</p> <p>MARK FOR: CINDY WAGONER/CTT-M  <u>CONTRACT/DELIVERY ORDER NUMBER</u></p>	1	LO	\$ 100,000.00000	\$ 100,000.00

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Name of Offeror or Contractor: KIPPER TOOL COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0011	DAAE20-03-D-0085/0001  <u>SATS NON-RECURRING COSTS</u>  SECURITY CLASS: Unclassified  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  <u>Deliveries or Performance</u> FOB: Destination  PERFORMANCE COMPLETED AFTER SUCCESSFUL TESTING OF PRODUCTION REPRESENTATIVE SAMPLES  (End of narrative B001)										
0011AA	<u>SERVICES LINE ITEM</u>  NOUN: SATS NON-RECURRING COSTS PRON: M13XA323M1 PRON AMD: 01 ACRN: AC AMS CD: 654804L4300  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table border="0" style="width: 100%;"> <tr> <td style="text-align: left;"><u>REL CD</u></td> <td style="text-align: center;"><u>QUANTITY</u></td> <td style="text-align: right;"><u>DATE</u></td> </tr> <tr> <td>001</td> <td style="text-align: center;">0</td> <td style="text-align: right;">31-DEC-2004 (E)</td> </tr> </table> <p style="text-align: right;">\$ 159,000.00</p>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-DEC-2004 (E)				\$ 159,000.00
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	0	31-DEC-2004 (E)									
0012	<u>PRODUCTION REPRESENTATIVE SYSTEMS</u>  NSN: 0000-00-000-0000 SECURITY CLASS: Unclassified										
0012AA	<u>PRODUCTION REPRESENTATIVE SYSTEMS</u>  NOUN: CORE + MODS 1 & 2/STORAGE/INT PRON: M13X7323M1 PRON AMD: 01 ACRN: AC AMS CD: 654804L4300  <u>Packaging and Marking</u>	4	EA	\$ 103,298.00000	\$ 413,192.00						



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Name of Offeror or Contractor: KIPPER TOOL COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AC	<p><u>PRODUCTION REPRESENTATIVE SYSTEMS</u></p> <p>NOUN: TOOLS FOR PROD VERIF TEST                      PRON: M13X8323M1 PRON AMD: 01 ACRN: AC                      AMS CD: 654804L4300</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001 W52H094132T646 W81C5M M 3  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 4 16-AUG-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>                      (W81C5M) PR W4QU USA ABERDEEN TEST CENTER                      BLDG 358 COLLERAN ROAD                      ABERDEEN PROV GND MD 21005-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      DAAE20-03-D-0085/0001</p>	4	SE	\$ 7,373.00000	\$ 29,492.00
0013	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p>NOUN: SAFETY ASSESSMENT REPORT</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DEL DATE: 09-JUN-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(ZZZZ55) TACOM-ROCK ISLAND ATTN AMSTA-LC-CT ROCK ISLAND IL 61299-7630</p> <p>MARK FOR: CINDY WAGONER/CTT-M</p> <p>DD FORM 250 REQUIRED</p> <p>(End of narrative E001)</p>				

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

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

THE STANDARD AUTOMOTIVE TOOL SET IS DEFINED BY DESCRIPTION FOR PURCHASE 420, INCORPORATED AT ATTACHMENT 001 OF THIS CONTRACT.

## C-2 SAFETY ASSESSMENT REPORT

C.2.1 You shall perform a safety assessment report for the Standard Automotive Tool Set to identify hazards associated with this system. As a result of your system safety evaluation and any testing that you may have performed, you shall provide a safety assessment report, within 30 days after contract award, in your own format, covering the following areas below:

1. Safety Assessment. You shall perform and document a safety assessment to identify all safety features of the system, software and design and identify procedural, hardware and software related hazards that may be present in the system being acquired including specific procedural controls and precautions that should be followed. The safety assessment shall summarize:

## a. System description.

- (1) The purpose and intended use of the system.
- (2) A brief historical summary of system development.
- (3) A brief description of the system and its components, including name, type, model number(s).
- (4) As applicable, either photographs, charts, flow functional diagrams, sketches or schematics to physical characteristics of the overall system and its major systems and components.

b. A description or reference of the procedures for operating, testing, and maintaining the system. Discuss the safety design features and controls incorporated into the system as they relate to the operating procedures. Describe any special safety procedures needed to ensure safe operation, test and maintenance, including emergency procedures. Describe any anticipated operating environments, and any specific skills required for safe operation, test, maintenance, transportation or disposal. Describe any special facility requirements or personnel equipment to support the system.

c. The safety criteria and methodology used to classify and rank hazards, plus any assumptions on which the criteria or methodologies were based or derived including the definition of acceptable risk.

## d. The results of analyses and tests performed to identify hazards inherent in the systems, including:

- (1) Those hazards that still have a residual risk, and the actions that have been taken to reduce the associated risk.
- (2) Results of tests conducted to validate safety criteria, requirements and analyses.

e. Include a list of all significant hazards along with specific safety recommendations or precautions required to ensure safety of personnel, property, or the environment. Categorize the list of hazards as to whether or not they may be expected under normal or abnormal operating conditions.

## f. Any hazardous materials generated by or used in the system, including:

- (1) Identification of material type, quantity, and potential hazards.
- (2) Safety precautions and procedures necessary during testing, use, packaging, handling, maintenance, storage, transportation, and disposal.
- (3) A copy of all Material Safety Data Sheet (OSHA Form 174, or equivalent manufacturers format).

2. Health Hazard Assessment (HHA). You shall perform and document a HHA to identify health hazards and to recommend engineering controls, equipment, and/or protective procedures, to reduce the associated risk. Assessments shall include consideration of the generation of hazardous wastes.

## a. Specific health hazards and impacts that shall be considered include:

- (1) Noise. Identify any hearing protection and type required, (e.g., single, double, muffs, or plugs). Also identify the 85 dB (A) noise profile around the vehicle.
- (2) Whole body vibration. Provide test data or perform equivalent testing conforming to the guidelines and measuring

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

procedures set forth in ISO2631/1 or SAE J1013.

(3) Chemical hazards (e.g., hazardous materials that are flammable; corrosive; toxic fumes, carcinogens or suspected carcinogens; systemic poisons; asphyxiants, including oxygen deficiencies; respiratory irritants; etc.).

(4) Physical hazards (e.g., acoustical energy, heat or cold stress, ionizing and non-ionizing radiation).

(5) Biological hazards (e.g., bacteria, fungi, etc.)

(6) Ergonomic hazards (e.g., lifting requirements, task saturation, etc.)

(7) Exhaust emission hazards.

(8) Other hazardous, or potentially hazardous, materials that may be formed by the introduction of the system, or by the manufacture, test, maintenance or operation of the system.

b. The assessment shall address:

(1) System, facility and personnel protective equipment design requirements (e.g., ventilation, noise attenuation, radiation barriers, etc.) to allow safe operation maintenance. When feasible engineering designs are not available to reduce hazards to acceptable levels, alternative protective measures must be specified (e.g., protective clothing, specific operation or maintenance practices to reduce risk to an acceptable level).

(2) Potential non or less hazardous material substitutions and projected handling and disposal issues. The HHA will discuss the rationale for using a hazardous material and long term effects (such as potential for personnel and environmental exposure, handling and disposal issues/requirements, protection/control measures, and life cycle costs) over a non or less hazardous material. The effects and costs should be considered over the life of the systems, including the cost of handling and disposal. Identify potential non or less hazardous alternatives if they exist and provide a justification why an alternative cannot be used.

(3) Hazardous material data. The HHA shall describe the means for identifying and tracking information for each hazardous material.

c. The HHA hazardous material evaluation shall:

(1) Identify the hazardous materials by name(s); the affected system components and processes; the quantity, characteristics, and concentrations of the materials in the system; and source documents relating to the materials.

(2) Determine under which conditions the hazardous materials can release or emit materials in a form that may be inhaled, ingested, absorbed by living organisms, or leached into the environment and if the materials pose a health threat.

(3) Characterize material hazards and determine reference quantities and hazard ratings. Acute health, chronic health, carcinogenic, contact, flammability, reactivity, and environmental hazards will be examined.

(4) Estimate the expected usage rate of each hazardous material for each process or component for the subsystem, total system, and program-wide impact.

(5) Recommend the disposition of each hazardous material identified. If for any scale of operation the reference quantity is exceeded by the estimated usage rate, material substitution or altered processes shall be considered to reduce risks associated with the material hazards while evaluating the impact on program costs.

3. Conclude with a signed statement, either by the system safety manager or program manager, that all identified hazards have been eliminated or their associated risks controlled.

(End of Clause)

\*\*\* END OF NARRATIVE C 001 \*\*\*

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PACKAGING AND MARKING

SEE STANDARD AUTOMOTIVE TOOL SET, DFP 420, PARAGRAPH 5. PACKAGING.

\*\*\* END OF NARRATIVE D 001 \*\*\*

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## INSPECTION AND ACCEPTANCE

E-3 52.246-11, Higher-Level Contract Quality Requirement Feb/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
QUALITY MANAGEMENT SYSTEMS-REQUIREMENTS	ISO 9001:2000	13 DEC 2000	EXCLUDING PARAGRAPHS 7.3, 7.5.1, 7.5.2

(End of clause)

(EF6002)

E-6 52.246-4528 Rework and Repair of Nonconforming Material May/1994

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

\*\*\* END OF NARRATIVE E 001 \*\*\*

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CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT	
0001AA	M14A0324M1 53459562150 A1499150M11C	AA	1	21 42035000041C1C14P53459525GY S11116	4CT324	W52H09 \$	3,279,150.00	
0002AA	M13A5324M1 51109146017 A1399017M11C	AB	2	21 32035000031C1C14P51109125GY S11116	3CT324	W52H09 \$	665,010.00	
0003AA	M13A6324M1 51109146017 A1399017M11C	AB	2	21 32035000031C1C14P51109125GY S11116	3CT324	W52H09 \$	245,130.00	
0010AA	M13A4324M1 51109146017 A1399017M11C	AB	2	21 32035000031C1C14P51109125GY S11116	3CT324	W52H09 \$	100,000.00	
0011AA	M13XA323M1 654804L4300 A13L4312M170	AC	1	21 32040000031C1C14P6548042514 S11116	3CT323	W52H09 \$	159,000.00	
0012AA	M13X7323M1 654804L4300 A13L4312M170	AC	2	21 32040000031C1C14P6548042514 S11116	3CT323	W52H09 \$	413,192.00	
0012AB	M13X9323M1 654804L4300 A13L4312M170	AC	2	21 32040000031C1C14P6548042514 S11116	3CT323	W52H09 \$	145,380.00	
0012AC	M13X8323M1 654804L4300 A13L4312M170	AC	2	21 32040000031C1C14P6548042514 S11116	3CT323	W52H09 \$	29,492.00	
TOTAL							\$	5,036,354.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 42035000041C1C14P53459525GY S11116	W52H09	\$ 3,279,150.00
Army	AB	21 32035000031C1C14P51109125GY S11116	W52H09	\$ 1,010,140.00
Army	AC	21 32040000031C1C14P6548042514 S11116	W52H09	\$ 747,064.00
TOTAL				\$ 5,036,354.00

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## SPECIAL CONTRACT REQUIREMENTS

H-5 52.245-4506 Government Furnished Property Oct/1994

## Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 11 of the this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth below:

NSN	Nomenclature	Delivery Date
6130-01-446-4132	Charger, Battery	30 Days After Order
3950-00-251-8013	Trestle, Hoist, Portable	30 Days After Order
5210-01-223-3701	Gage, Wheel Alignment	30 Days After Order
4910-00-585-3622	Lift, Transmission and Differential	30 Days After Order
2330-01-506-5979	20 ft ISO Container Trailer	60 Days After Order

(c) If the property is not received in accordance with the schedule set forth above, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

H-6 52.246-4500 Material Inspection &amp; Receiving Reports (DD Form 250) Nov 2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is wagonerc@ria.army.mil. The data fax number for submission is (309)782-1059, ATTN: Ms. Cindy K. Wagoner.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:  
N/A

(End of Clause)

(HS6510)

\*\*\* END OF NARRATIVE H 001 \*\*\*

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## CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
2	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
3	252.225-7021 DFARS	TRADE AGREEMENTS	JAN/2004
4	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
5	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994

I-78 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 DATE OF CONTRACT AWARD through 31 MAR 2014.

(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-79 52.216-19 Order Limitations Oct 1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1), 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 150 each;

(2) Any order for a combination of items in excess of 500 each; or

(3) A series of orders from the same ordering office within 30 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 fifteen (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-80 52.216-22 Indefinite Quantity Oct 1995

(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.

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(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 BEYOND 31 MAR 2016.

(End of clause)

(IP6036)

I-94 Warranty. Tailored to read as follows:

## (1) WARRANTY:

(a) Lifetime Warranty: In accordance with the items identified as requiring a lifetime warranty in the Descriptions for Purchase (DFPs) for the Standard Automotive Tool Set, the contractor shall provide a lifetime warranty to replace any tool that does not conform to requirements set forth in the DFP(s). The warranty period shall start from the day that the item is first delivered and accepted by the Government.

(b) Other Warranty: As described in the Description for Purchases for the Standard Automotive Tool Set, the contractor shall provide the identified warranty to replace any component that does not conform to requirements set forth in the DFPS within the limitations of the manufacturers warranty. The warranty period shall start from the day that the item is first delivered and accepted by the Government.

## (c) Warranty Administration:

(i) From the date the contractor receives a request for warranty replacement(s) from the procuring contracting office, the contractor shall have 10 working days for CONUS and 20 working days for OCONUS to deliver a replacement tool and/or tool chest into the hands of the customer. The cost of shipping replacement tools and/or tool chest shall be the responsibility of the contractor.

(ii) If the contractor challenges the validity of a claim, it must notify the Procuring Contracting Officer (PCO) within 2 working days of receipt of request for warranty replacements from the PCO or his/her representative. Defective component(s) will only be returned at the request of the contractor. The cost of shipping the defective component(s) will be the responsibility of the Government. The contractor has 2 working days after receipt of the components to issue replacements or notify the Government that it disputes the PCOs determination that the claim is valid.

(iii) The contractor shall communicate to the product users the identity of warranted items. Also, the contractor shall communicate to the product users the following procedures for submitting warranty claims:

(a) Preferred method is via the internet at: <http://aeps.ria.army.mil>. Click on "Accept", then click on "Submit Quality Deficiency Reports" and follow the instructions to complete the form.

(b) Alternate methods are via email to: [QAWQDRS@RIA.ARMY.MIL](mailto:QAWQDRS@RIA.ARMY.MIL) or via fax to 309-782-6653 or DSN 793-6653. Call 309-782-7698 or DSN 793-7698 for verification or assistance.

(iv) The contractor shall have a communication system for replacement of non-warranty items using the fastest means available (e.g. email, phone, internet, fax, etc.). The communications system shall work for CONUS customers and for OCONUS customers.

(2) LIMITATION OF LIABILITY: Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(3) DISPUTES. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights the Government may have under any other clause of the contract. Disputes arising under this clause will be resolved in accordance with the clause of this contract entitled Disputes.

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(4) REPLACED OR REPAIRED COMPONENTS. Any components corrected or furnished in replacement shall also be subject to the conditions of this clause to the same extent as supplies initially accepted. The warranties, with respect to these components shall expire at the same time as the warranty for the components they replace.

(5) DELAYS. In no event shall the Government be responsible for any extension or delays in scheduled deliveries under this contract as a result of contractors obligations to correct defects, nor shall there be any adjustment for delivery schedule as a result of correction of defects.

I-96 52.245-2 Government Property (Fixed-Price Contracts) Jun 2003

a. Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is" will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

b. Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

c. Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract -

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon -

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- (A) Issuance of the material for use in contract performance;
- (B) Commencement of processing of the material or its use in contract performance; or
- (C) Reimbursement of the cost of the material by the Government, whichever occurs first.

d. Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

e. Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

g. Risk of loss. Unless otherwise provided in this contract, the Contractor assume the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

h. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Change clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

i. Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

j. Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government -

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

k. Communications. All communications under this clause shall be in writing.

l. Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words

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"Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7117)

I-97 52.229-XX California Sales And Use Tax May 1992

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of Clause)

(IF7002)

I-102 ECONOMIC PRICE ADJUSTMENT STEEL AND ALUMINUM

(a) Definitions. As used in this clause-

"Base material price" means the manufacturers estimated purchase price for the steel or aluminum material, including all applicable extras, used in developing the offered price(s) for applicable SATS items. If the Contractor is not the manufacturer, the contractor must obtain the information from the actual manufacturer.

"Current material price" means the manufacturers quoted/purchase price for the steel or aluminum material, including all applicable extras, for the estimated date of delivery order issuance. If the Contractor is not the manufacturer, the contractor must obtain the information from the actual manufacturer.

(b) Each unit price subject to revision under the terms of this clause shall be adjusted to reflect changes in the cost of steel and/or aluminum only.

(c) This clause does not apply to any part of CLINs 0004, 0005, 0006, 0010, 0011, OR 0012. For CLINs 0001, 0002, and 0003, this clause may only apply to the storage media and/or the shelter, not the tool load. By completing the table below, the offeror shall determine which of the applicable CLINs will be subject to this clause. NOTE: It is extremely important to provide accurate data since the clause will apply to decreases as well as increases over the life of the contract.

Base Material Price	Unit of Measure	Standard Mill Item	Amount of Material Required Per Unit	Applicable CLIN
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"Contractor fill-ins are included with Attachment 004, and will be broken out by CLIN after contract award."

(d) Upon request by the Contracting Officer, the Contractor shall provide the current material price (and supporting documentation) for each item to be included on a pending delivery order. The Contracting Officer may request additional documentation from the Contractor after delivery order issuance to demonstrate that quoted material prices used for economic price adjustments do not vary significantly from actual material prices realized at the time of purchase. The Government may subsequently adjust the unit prices if the quotes used for economic price adjustment differ significantly from actual material prices paid.

(e) Each revised unit price shall be computed by adding the steel and aluminum adjustment factors to the current CLIN unit price as adjusted under the terms of other applicable escalation clauses (see example below). Computations shall be made to the nearest cent. The aggregate of the annual increases or decreases in any unit price made under this clause shall not exceed ten percent of the original unit price (or portion thereof) to which this clause applies.

(End of Clause)

I-103 TOOL LOAD ESCALATION:

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1. The base price is the unit price (or portion thereof) proposed for the first pricing period. The base period is April 2004.
2. Calculations of price adjustments shall always use the latest version of the Producer Price Index data published as of April 1. Generally speaking, the latest data available on April 1 will be the first-published version (preliminary) for the month of February.
3. The base price shall be adjusted in accordance with the percent change of the Producer Price Index for Hand and edge tools, except machine tools and handsaws, series ID PCU332212332212, not seasonally adjusted. This index shall be referred to as the tool load index.
4. The price shall be adjusted on April 1 of each subsequent year, based upon the percent change (whether up or down) in the tool load index between the reference base period (April 2004) and February of the most recent year.
5. The Government will calculate the price changes and incorporate the adjusted prices by formal modification.
6. In the event the tool load index, as outlined above, is discontinued or substantially altered, the parties shall mutually agree upon an appropriate substitute index to be effective as of the date of the index discontinuance or alteration.

(End of Clause)

## I-104 STANDARD ESCALATION:

1. The base price is the unit price (or portion thereof) proposed for the first pricing period. The base price will exclude any amounts adjusted under the Tool Load Escalation clause and/or the Economic Price Adjustment Steel and Aluminum clause. The base period is April 2004.
2. Calculations of price adjustments shall always use the latest version of the Producer Price Index data published as of April 1. Generally speaking, the latest data available on April 1 will be the first-published version (preliminary) for the month of February.
3. The base price shall be adjusted in accordance with the percent change of the Producer Price Index for Finished goods less food and energy, series ID WPUSOP3500, not seasonally adjusted. This index shall be referred to as the standard escalation index.
4. The price shall be adjusted on April 1 of each subsequent year, based upon the percent change (whether up or down) in the standard escalation index between the reference base period (April 2004) and February of the most recent year.
5. The Government will calculate the price changes and incorporate the adjusted prices by formal modification.
6. In the event the standard escalation index, as outlined above, is discontinued or substantially altered, the parties shall mutually agree upon an appropriate substitute index to be effective as of the date of the index discontinuance or alteration.

(End of Clause)

\*\*\* END OF NARRATIVE I 001 \*\*\*

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## 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 001	DFP 420 ENTITLED "STANDARD AUTOMOTIVE TOOL SET"	18-MAR-2004	277	
Attachment 002	TOOL SET FOR DFP 420	16-APR-2004	015	
Attachment 003	KIPPER'S WARRANTY STATEMENT	18-MAR-2004	001	
Attachment 004	PRICES FOR ORDERING PERIOD 1 AND EPA INFORMATION	06-MAY-2004	005	
Attachment 005	SOW FOR SATS PUBLICATION REQUIREMENTS	04-JAN-2003	022	
Attachment 006	SOW FOR REPAIR PART SUPPLY SUPPORT FOR SATS	11-JAN-2004	013	