

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 12		
1. CONTRACT PURCH ORDER/AGREEMENT NO. DAAE20-03-D-0089			2. DELIVERY ORDER/CALL NO. 0001		3. DATE OF ORDER/CALL (YYYYMMDD) 2003DEC30		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA5			
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CTT-S STEVE PERRY (309)782-1088 ROCK ISLAND IL 61299-7630 EMAIL: PERRYS2@RIA.ARMY.MIL			CODE W52H09	7. ADMINISTERED BY (if other than 6) DCMA ATLANTA 805 WALKER STREET SUITE 1 MARIETTA GA 30060-2789				CODE S1103A	8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR KIPPER TOOL COMPANY 870 GROVE STREET GAINESVILLE, GA. 30501-4475			CODE 00NS2	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMAN-OWNED				
NAME AND ADDRESS TYPE BUSINESS: Other Small Business Performing in U.S.					12. DISCOUNT TERMS			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15				
14. SHIP TO SEE SCHEDULE			CODE	15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264				CODE HQ0338	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2			
16. TYPE OF ORDER	DELIVERY/ CALL	<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.									
PURCHASE			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.									
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
<input checked="" type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE												
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders				20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT				
* 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.			24. UNITED STATES OF AMERICA CEAN HARTLEBEN /SIGNED/ HARTLEBENC@RIA.ARMY.MIL (309)782-3429				25. TOTAL	\$416,250.00				
			BY: CONTRACTING/ORDERING OFFICER				26. DIFFERENCES					
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED												
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP. NO.	29. D.O. VOUCHER NO.		30. INITIALS				
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR				
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			34. CHECK NUMBER				
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						35. BILL OF LADING NO.				
37. RECEIVED AT	38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.				

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 12**

PIIN/SIIN DAAE20-03-D-0089/0001

MOD/AMD

Name of Offeror or Contractor: KIPPER TOOL COMPANY

SUPPLEMENTAL INFORMATION

THIS DELIVERY ORDER CONSTITUTES AN INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT (IDIQ) FOR THE INDIVIDUAL AIRCRAFT ARMAMENT REPAIRMAN TOOL KIT. FOLLOW-ON DELIVERY ORDERS WILL BE PLACED AGAINST CONTRACT DAAE20-03-D-0089 AND MAY BE ISSUED PURSUANT TO THE TERMS OF THIS CONTRACT FROM THIS DATE THROUGH 30 JANUARY 2013.

THE ORDERING PERIODS UNDER THIS CONTRACT ARE AS FOLLOWS:

Ordering Period 1: Award Date - 30 Jan 2005
Ordering Period 2: 01 Feb 2005 - 30 Jan 2006
Ordering Period 3: 01 Feb 2006 - 30 Jan 2007
Ordering Period 4: 01 Feb 2007 - 30 Jan 2008
Ordering Period 5: 01 Feb 2008 - 30 Jan 2009
Ordering Period 6: 01 Feb 2009 - 30 Jan 2010
Ordering Period 7: 01 Feb 2010 - 30 Jan 2011
Ordering Period 8: 01 Feb 2011 - 30 Jan 2012
Ordering Period 9: 01 Feb 2012 - 30 Jan 2013

Delivery orders will be placed against the offeror's proposed unit prices for Ordering Periods 1 through 5 and escalated unit prices for Ordering Periods 6 through 10. The escalated prices will be based on an index, which will be applied against the previous year's prices. For example, the escalation index will be applied against the unit prices for Ordering Period 5 to determine the unit prices for Ordering Period 6. The escalation index will then again be applied against the unit prices for Ordering Period 6 to determine the unit prices for Ordering Period 7, and so on. The escalation index will be determined annually on the month proceeding the next ordering period. The escalation index that will be used can be found in the Data Resources Inc. (DRI), Consumer Price Index (CPI), All Items Less Food & Energy(1982-84=1.0) (USA) (CUSA0LIENS). In the event that the above index is not continued, or substantially altered, the parties shall mutually agree upon an appropriate substitute to be effective as of the date of index discontinuance or alteration.

THIS DELIVERY ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND AS ESTABLISHED UNDER REQUEST FOR PROPOSAL LETTER, 2 DECEMBER 2003 AND CONTRACT DAAE20-03-D-0089 APPLY.

DELIVERY ORDER 0001 IS HEREBY ISSUED FOR A TOTAL DOLLAR AMOUNT OF \$416,250.00 IN SUPPORT OF SEGMENT 1 - MECHANICAL/MAINTENANCE TOOL KITS, REPRESENTATIVE REQUIREMENT - INDIVIDUAL AIRCRAFT ARMAMENT REPAIRMAN TOOL SET.

DFP 434 IS PROVIDED AT ATTACHMENT 001.

KIPPER'S INDIVIDUAL AIRCRAFT ARMAMENT REPAIRMAN TOOL LIST OF COMPONENTS, BRANDS, PART NUMBERS AND WARRANTY IS INCORPORATED AT ATTACHMENT 002.

KIPPER'S WARRANTY STATEMENT IS INCORPORATED AT ATTACHMENT 003.

THE PRICING EVALUATION SPREADSHEET IS PROVIDED AT ATTACHMENT 004.

THIS DELIVERY ORDER IS FOR A QUANTITY OF 500 EACH. THE MINIMUM GUARANTEED QUANTITY OF 50 EACH HAS BEEN MET. THE MAXIMUM QUANTITY OVER THE 9 ORDERING PERIODS IS 2,500 EACH WITH MONTHLY SHIPMENTS OF A MAXIMUM QUANTITY OF 100 EACH. PRODUCTION DELIVERY IS 90 DAYS AFTER AWARD OF ANY ORDER. TO DATE, THE TOTAL QUANTITY OBLIGATED UNDER THIS CONTRACT ORDER IS 500 EACH.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-D-0089/0001 MOD/AMD

Name of Offeror or Contractor: KIPPER TOOL COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
	SUPPLIES OR SERVICES AND PRICES/COSTS																									
0001	SECURITY CLASS: Unclassified																									
0001AA	<p><u>FIRST ARTICLE TEST REPORT</u></p> <p>NOUN: T/S, AIRCRAFT ARM,REPAIR, IND PRON: M141TN19M1 PRON AMD: 01 ACRN: AA AMS CD: 070011</p> <p>Government Approval/Disapproval: 30 days FOB: Destination First Article Delivery Schedule: 120 days after award</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>19-APR-2004</td> </tr> </table> <p>\$ 1,500.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	19-APR-2004	1	LO	\$ 1,500.00	\$ 1,500.00												
DLVR SCH		PERF COMPL																								
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001	1	19-APR-2004																								
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: T/S, AIRCRAFT ARM REPAIR IND PRON: M141TN20M1 PRON AMD: 01 ACRN: AA AMS CD: 070011</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></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> </tr> <tr> <td>001</td> <td>W52H093346A300</td> <td>W25G1U</td> </tr> <tr> <td></td> <td></td> <td>J</td> </tr> <tr> <td></td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>500</td> <td>17-AUG-2004</td> </tr> </table>	DOC	SUPPL		<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	001	W52H093346A300	W25G1U			J			1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	500	17-AUG-2004	500	SE	\$ 829.50000	\$ 414,750.00
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CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN DAAE20-03-D-0089/0001 MOD/AMD

Name of Offeror or Contractor: KIPPER TOOL COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-D-0089/0001</p>				

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 5 of 12****PIIN/SIIN** DAAE20-03-D-0089/0001**MOD/AMD****Name of Offeror or Contractor:** KIPPER TOOL COMPANY

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

THE INDIVIDUAL AIRCRAFT ARMAMENT REPAIRMAN TOOL SET IS DEFINED BY DESCRIPTION FOR PURCHASE 434, INCORPORATED AT ATTACHMENT 001 OF THIS CONTRACT.

*** END OF NARRATIVE C 001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 6 of 12****PIIN/SIIN** DAAE20-03-D-0089/0001**MOD/AMD****Name of Offeror or Contractor:** KIPPER TOOL COMPANY

PACKAGING AND MARKING

Packaging and Marking (Section D)

See Tool Set, Aircraft Armament Repairman, Individual DFP 434, Paragraph 5. Packaging.

*** END OF NARRATIVE D 001 ***

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Name of Offeror or Contractor: KIPPER TOOL COMPANY		

INSPECTION AND ACCEPTANCE

Inspection and Acceptance (Section E). Inspection: Origin Acceptance: Origin

Clause E-3, 52.209-4512, First Article Test (Contractor Testing) (Mar 2001)

a. The first article shall consist of:

4 ea Tool Set, Aircraft Armament Repairman, Individual to be inspected and tested to all requirements of Description for Purchase (DFP) No. 434 as well as all dimensional and performance requirements of the drawings attached to the DFP.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to TACOM-ARDEC, ATTN: AMSTA-AR-QAW-C, ATTN: AMSTA-AR-QAW-C, (D. MYERS), Bldg 62, 2nd Floor, Rock Island, IL 61299-7300.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

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Name of Offeror or Contractor: KIPPER TOOL COMPANY

DELIVERIES OR PERFORMANCE

First Article Test Report:

Inspection: Origin

Acceptance: Destination

Government Approval/Disapproval: 30 days

FOB: Destination

First Article Delivery Schedule: 120 days after award

Production Delivery Schedule: 90 days after First Article Approval or after order if First Article is not required

Inspection: Origin

Acceptance: Origin

FOB: Origin

*** END OF NARRATIVE F 001 ***

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Name of Offeror or Contractor: KIPPER TOOL COMPANY

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	JOB ORDER <u>NUMBER</u>	<u>ACCOUNTING STATION</u>	<u>OBLIGATED AMOUNT</u>	
0001AA	M141TN19M1 070011	AA	1	97 X4930AC6G 6D	26FB S11116	W52H09 \$	1,500.00	
0001AB	M141TN20M1 070011	AA	1	97 X4930AC6G 6D	26FB S11116	W52H09 \$	414,750.00	
TOTAL							\$	416,250.00

<u>SERVICE NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING STATION</u>	<u>OBLIGATED AMOUNT</u>
Army	AA	97 X4930AC6G 6D	26FB S11116	W52H09 \$ 416,250.00
TOTAL				\$ 416,250.00

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Name of Offeror or Contractor: KIPPER TOOL COMPANY

CONTRACT CLAUSES

252.232-7003 Electronic Submission of Payment Requests (March 2003)
252.246-7000 Material Inspection and Receiving Report (March 2003)
252.225-7001 Buy American Act -- Balance of Payments Program -- Supplies (April 2003)
252.225-7002 Qualifying Country Sources as Subcontractors (April 2003)
252.225-7013 Duty-Free Entry (April 2003)

52.209-3 First Article Approval - Contractor Testing, Alternate I and Alternate II (Jan 1997)

52.216-18 Ordering (October 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 Delivery Order Award through 30 January 2013.

(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.

52.216-19 Order Limitations (October 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) 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 500 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 90 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.

52.216-22 Indefinite Quantity (October 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.

(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

Name of Offeror or Contractor: KIPPER TOOL COMPANY

Contractor shall not be required to make any deliveries under this contract after ten (10) Years after Date of Award.

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 Description for Purchase (DFP) for the Tool Set, Aircraft Armament Repairman, Individual, the contractor shall provide a lifetime warranty to replace any tool that does not conform to requirements set forth in the DFP. 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 DFP for the Tool Set, Aircraft Armament Repairman, Individual, the contractor shall provide the identified warranty to replace any component that does not conform to requirements set forth in the DFP within the limitations of the manufacturer's 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 PCO's 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://aeprs.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 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".

(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 contractor's obligations to correct defects, nor shall there be any adjustment for delivery schedule as a result of correction of defects.

*** END OF NARRATIVE I 001 ***

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Name of Offeror or Contractor: KIPPER TOOL COMPANY

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	DESCRIPTION FOR PURCHASE NO. 434 ENTITLED "TOOL SET, AIRCRAFT ARMAMENT REPAIRMAN, INDIVIDUAL"	03-DEC-2003	037	
Attachment 002	KIPPER'S LIST OF COMPONENTS, BRANDS, PART NUMBERS AND WARRANTY		009	
Attachment 003	KIPPER'S WARRANTY STATEMENT		001	
Attachment 004	PRICE EVALUATION SPREADSHEET		001	