

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 6		
1. CONTRACT PURCH ORDER/AGREEMENT NO. W52H09-04-D-0134			2. DELIVERY ORDER/CALL NO. 0001		3. DATE OF ORDER/CALL (YYYYMMDD) 2004JUL14		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA5			
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CAC-D NANCY MONIKE (309)782-4900 ROCK ISLAND IL 61299-7630 EMAIL: MONIKEN@RIA.ARMY.MIL				CODE W52H09	7. ADMINISTERED BY (if other than 6) DCMA SOUTHERN VIRGINIA 190 BERNARD ROAD BLDG 117 FORT MONROE VA 23651				CODE S5111A	8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)		
9. CONTRACTOR KOLLMORGEN CORPORATION 501 WEST MAIN ST. RADFORD, VA. 24141-1427				CODE 11384	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 type="checkbox"/> WOMAN-OWNED			
NAME AND ADDRESS				SCD: B	PAS: NONE	ADP PT: HQ0338			12. DISCOUNT TERMS			
TYPE BUSINESS: Large Business Performing in U.S.						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: Service Contracts				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 CAROL C RIVARD /SIGNED/ RIVARDC@RIA.ARMY.MIL (309)782-3272				25. TOTAL	\$445,180.00			
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				BY: _____				26. DIFFERENCES				
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.							

Name of Offeror or Contractor: KOLLMORGEN CORPORATION

SUPPLEMENTAL INFORMATION

The United States of America, acting through the Contracting Officer, hereby issues Delivery Order 0001 on requirements contract W52H09-04-D-0134 to Kollmorgen Inland Motor Danaher Motion.

Delivery Order 0001 is for the following requirements:

CLIN ID	NOUN	PN	EST	QTY	Proposal	Authorized Prior to Definitization (50%)
0002					\$290,785.00	\$145,392.50
0002AA	Disposal	12292400-2		56 x \$250.00 =	\$ 14,000.00	\$ 7,000.00
0002AB	Repair/ Upgrade	12292400-3 -4 & -5		281x \$985.00 =	\$276,785.00	\$138,392.50
0003					\$154,395.00	\$ 77,197.50
0003AA	Repair/Upgrade	12292401-1		5 x \$2,115.00=	\$ 10,575.00	\$ 5,287.50
0003AB	Repair to Latest Configuration	12292401-2		68 x \$ 800.00=	\$ 54,400.00	\$ 27,200.00
0003AC	Repair/Replace Armature	12292401-2		68 x \$1,315.00=	\$ 89,420.00	\$ 44,710.00
TOTAL					\$445,180.00	\$222,590.00

Delivery Order 0001 is issued as an Undefined Contract Action (UCA) pursuant to 10 USC 2326, and DFARS Subpart 217.74. The total ceiling price for this effort is established at \$445,180.00, subject to negotiations, with downward adjustment only. Currently, the U.S. Government has obligated funds in the amount of \$445,180.00. You are only authorized to expend funds up to 50% of either Clin, or \$222,590.00. The Accounting and Appropriation data is set forth below. Upon definitization, this requirements contract and Delivery Order 0001 will be funded to the actual, allowable amount, not to exceed the ceiling price of \$445,180.00.

Inland and the Government shall negotiate and finalize the prices for all quantity ranges for the four ordering periods.

The ceiling price represents a total Delivery Order ceiling, and is not segregated by item.

Accounting and Appropriation Data

Acct Class: 97 X4930 AC9G 6D 26KB
 Acct Sta: S11116
 Pron: M142A454M1
 Obligated Amount: \$290,785.00 (for reference only)

Acct Class: 97 X4930 AC9G 6D 26KB
 Acct Sta: S11116
 Pron: M142A453M1
 Obligated Amount: \$154,395.00 (for reference only)

Delivery shall be in accordance with the Statement of Work. All the terms and conditions of Solicitation W52H09-04-R-0195 apply.

In accordance with FAR 52.216-24, Limitation of Government liability:

(a) in performing this contract, the contractor is not authorized to make expenditures or incur obligations exceeding 50% of either Clin or \$222,590.00; and,

(b) the maximum amount for which the Government shall be liable if this contract is terminated is \$222,590.00.

You shall promptly begin negotiating the terms of a definitive contract with the Contracting Officer in accordance with FAR 52.216-25, Contract Definitization, which is set forth in full text below, and hereby incorporated into this letter award. The Contracting Officer is in receipt of your proposal dated April 29, 2004.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 6**

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MOD/AMD

Name of Offeror or Contractor: KOLLMORGEN CORPORATION

In accordance with FAR 52.216-23, Execution and Commencement of Work, you shall indicate acceptance of this letter contract by signing below and returning one copy to the Contracting Officer upon receipt of this letter notification.

Upon your acceptance, you shall proceed with performance of work, including purchase of necessary materials. You are hereby directed to immediately commence performance and pursue such work with due diligence so that the repaired, upgraded, or disposed of motors may be delivered in accordance with the delivery schedule set forth in the Statement of Work.

Contract Definitization

a. A Requirements Contract and a definitive Firm Fixed Price Delivery Order is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of the Requirements Contract and the definitive order that will include:

(1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract,

(2) all clauses required by law on the date of execution of the contract award and issuance of the definitive order, and

(3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a firm fixed price proposal and all cost or pricing data supporting its proposal.

b. The schedule for definitizing this contract is:

Projected Award Date of UCA/Letter Contract	14 Jul 2004
Receipt of Qualifying Proposal	30 Jul 2004
Projected date to begin Negotiations	24 Sep 2004
Projected completion date of Negotiations	12 Oct 2004
Estimated date of contract definitization	16 Nov 2004

c. If agreement on the requirements contract and definitive order to supersede this letter contract award are not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the delivery order, subject only to the Limitation of Government Liability clause.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

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MOD/AMD

Name of Offeror or Contractor: KOLLMORGEN CORPORATION

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0002AA	M142A454M1 060011MMTUR	AA	2	97 X4930AC9G 6D	26KB S11116	W52H09 \$	290,785.00
0003AB	M142A453M1 060011MMTUR	AA	2	97 X4930AC9G 6D	26KB S11116	W52H09 \$	154,395.00
TOTAL							\$ 445,180.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	97 X4930AC9G 6D	26KB S11116	W52H09 \$ 445,180.00
TOTAL				\$ 445,180.00

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Name of Offeror or Contractor: KOLLMORGEN CORPORATION

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	UNDEFINITIZED CONTRACT ACTION (UCA) LETTER	14-JUL-2004	004	
Attachment 002	FOLLOW-UP UNDEFINITIZED CONTRACT ACTION (UCA) LETTER	27-JUL-2004	002	