

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 18			
2. Contract No. W52H09-04-D-0094		3. Award/Effective Date 2004MAY07		4. Order Number		5. Solicitation Number		6. Solicitation Issue Date	
7. For Solicitation Information Call:		A. Name KATRIENA VERSTRAETE			B. Telephone Number (No Collect Calls) (309)782-6618		8. Offer Due Date/Local Time		
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-R ROCK ISLAND IL 61299-7630		Code W52H09		10. This Acquisition Is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input checked="" type="checkbox"/> 8(A) NAICS: 332212 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) 13b. Rating DOA5		12. Discount Terms	
e-mail: VERSTRAETEK@RIA.ARMY.MIL		15. Deliver To SEE SCHEDULE		Code		16. Administered By DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843		Code S4402A	
Telephone No.		17. Contractor/Offeror CHOCTAW MANUFACTURING AND DEVELOPMENT CORPORATION 203 CHOCTAW INDUSTRIAL DRIVE HUGO, OK. 74743-5632		Code 1K9Z0		Facility		18a. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	
Code		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum		Code HQ0339		17b. Check If Remittance Is Different And Put Such Address In Offer <input type="checkbox"/>		Telephone No. (580)326-8365	
19. Item No.		20. Schedule Of Supplies/Services SEE SCHEDULE Contract Expiration Date: 2009MAY31 (Use Reverse and/or Attach Additional Sheets As Necessary)			21. Quantity	22. Unit	23. Unit Price		24. Amount
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only) \$0.00			
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.						<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 2 Copies To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.					<input checked="" type="checkbox"/> 29. Award Of Contract: Ref. W52H0904R0125 Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items: SEE SCHEDULE				
30a. Signature Of Offeror/Contractor					31a. United States Of America (Signature Of Contracting Officer)				
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) DEBRA JUHL /SIGNED/ JUHLD@RIA.ARMY.MIL (309)782-3370			31c. Date Signed	

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received Inspected Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number	34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number	
Partial		Final	<input type="checkbox"/> Complete	<input type="checkbox"/> Partial	<input type="checkbox"/> Final
38. S/R Account Number	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer		41c. Date	42b. Received At (Location)		
		42c. Date Rec'd (YY/MM/DD)	42d. Total Containers		

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0094 MOD/AMD	Page 2 of 18
---------------------------	--	----------------------------

Name of Offeror or Contractor: CHOCTAW MANUFACTURING AND DEVELOPMENT CORPORATION

SUPPLEMENTAL INFORMATION

This contract is a 5-year IDIQ for the Battle Damage Assessment and Repair (BDAR) Kits.

Because the vast majority of the components are common between the Crew and Maintainer kits, delivery orders issued under this contract will use the quantity range(s) applicable to the combined quantity of Crew and Maintainer kits ordered.

*** END OF NARRATIVE A 002 ***

Regulatory Cite	Title	Date
1	52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	APR/2002

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
 AMSTA-AQ-AR (OMBUDSMAN)
 Rock Island IL 61299-7630
 Phone: (309) 782-3224
 Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

2	52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED TACOM-RI	FEB/2002
---	---	----------

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

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

Page 4 of 18

PIIN/SIIN W52H09-04-D-0094

MOD/AMD

Name of Offeror or Contractor: CHOCTAW MANUFACTURING AND DEVELOPMENT CORPORATIONATTACHMENT 002

MAINTAINER KIT DESCRIPTION FOR PURPOSE (DFP-TRI002) DATED 19 MARCH 2004

4. THE FOLLOWING ARE THE DATES OF THE PRICING PERIODS (PP) COVERED BY THIS SOLICITATION:

ORDERING PERIOD 1: AWARD DATE - 31 MAY 2005

ORDERING PERIOD 2: 01 JUNE 2005 - 31 MAY 2006

ORDERING PERIOD 3: 01 JUNE 2006 - 31 MAY 2007

ORDERING PERIOD 4: 01 JUNE 2007 - 31 MAY 2008

ORDERING PERIOD 5: 01 JUNE 2008 - 31 MAY 2009

5. THE QUANTITY RANGES ON THE PRICING SPREADSHEET AT EXHIBIT A ARE PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING PRICES FOR REASONABLE QUANTITY RANGES IN THE EVENT THAT ORDERS BEYOND THE GUARANTEED MINIMUM QUANTITY ARE EXECUTED. THE EXHIBIT A, PRICING SPREADSHEET MUST BE COMPLETED FOR ALL ORDERING PERIODS AND QUANTITY RANGES.

6. THE QUANTITY OUTLINED BELOW IS THE ONLY MINIMUM GUARANTEED QUANTITY TO BE AWARDED UNDER THIS SOLICITATION AND SPECIFICALLY REPRESENTS THE "MINIMUM GUARANTEED QUANTITY" AS DEFINED BY REFERENCED FAR AND DFAR CLAUSES CONTAINED WITHIN THIS SOLICITATION DOCUMENT EITHER IN FULL TEXT OR BY REFERENCE. ALL OTHER ESTIMATED QUANTITIES ARE ESTIMATES ONLY AND DO NOT BIND THE GOVERNMENT IN ANY WAY.

<u>BDAR KIT</u>	<u>NATIONAL STOCK NUMBER</u>	<u>MINIMUM GUARANTEED QUANTITY</u>
MAINTAINER	5180-01-502-9507	100

7. THE MAXIMUM ORDERING QUANTITIES ARE 27,500 FOR THE CREW KIT AND 16,500 FOR THE MAINTAINER KIT.

8. THIS PROCUREMENT WILL UTILIZE NEGOTIATION PROCEDURES IN ESTABLISHING FAIR MARKET UNIT PRICES FOR THESE BDAR KITS. THE GOVERNMENT RESERVES THE RIGHT TO REQUIRE THE SUBMISSION OF ANY DATA NECESSARY TO VALIDATE THE REASONABLENESS OF THE UNIT PRICES.

9. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES. DELIVERIES WILL BE DUE AS OUTLINED IN THE SECTION B SCHEDULE. EARLY DELIVERIES ARE AUTHORIZED IF THEY ARE MADE AT NO ADDITIONAL COST TO THE GOVERNMENT. ANY RESULTING DELIVERY ORDER WILL BE ISSUED UTILIZING THE UNIT PRICE PROPOSED FOR THE APPLICABLE PRICING PERIOD.

10. PRICES SHALL BE SUBMITTED ON F.O.B. ORIGIN BASIS. ALL SHIPMENTS FOR THESE BDAR KITS WILL BE SENT TO THE FOLLOWING LOCATION:

SHIP TO: FREIGHT ADDRESS

(W25G1U) XU TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113 134
NEW CUMBERLAND, PA 17070-5001

11. INSPECTION AND ACCEPTANCE CAN BE MADE BY THE DCMA QAR FOR ANY REASONABLE QUANTITY OF BDAR KITS. HOWEVER, WHENEVER POSSIBLE, THE CONTRACTOR SHOULD HOLD ACCEPTED QUANTITIES OF KITS UNTIL THE TRUCKLOAD QUANTITY IS REACHED. SEE FAR 52.247-61, F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-D-0094 MOD/AMD

Name of Offeror or Contractor: CHOCTAW MANUFACTURING AND DEVELOPMENT CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>BDARS CREW KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 5180-01-502-9504 NOUN: BDAR CREW KIT FSCM: 19207 PART NR: DFP-TRI001 DTD 19 MAR 04</p> <p><u>INSPECTION AND ACCEPTANCE</u> INSPECTION: ORIGIN ACCEPTANCE: ORIGIN</p> <p><u>DELIVERIES OR PERFORMANCE</u></p> <p>FOB: ORIGIN</p> <p>MINIMUM GUARANTEED QUANTITY: -0- MAXIMUM TOTAL CONTRACT QUANTITY: 27,500</p> <p>DELIVERY DUE 60 DAYS AFTER RECEIPT OF ORDER AT A RATE OF 1,000 EACH PER MONTH UNTIL THE ORDERED QUANTITY HAS BEEN FULFILLED</p> <p>ORDER PERIOD 1: AWARD DATE - 31 MAY 2005 ORDER PERIOD 2: 01 JUN 2005 - 31 MAY 2006 ORDER PERIOD 3: 01 JUN 2006 - 31 MAY 2007 ORDER PERIOD 4: 01 JUN 2007 - 31 MAY 2008 ORDER PERIOD 5: 01 JUN 2008 - 31 MAY 2009</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u></p> <p>(W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001</p> <p>ONLY TACOM-ROCK ISLAND IS AUTHORIZED TO ISSUE DELIVERY ORDERS UNDER THIS CONTRACT</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0002	<p><u>BDARS MAINTAINER KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 5180-01-502-9507 NOUN: BDAR MAINTAINER KIT</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-D-0094 MOD/AMD

Page 6 of 18

Name of Offeror or Contractor: CHOCTAW MANUFACTURING AND DEVELOPMENT CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FSCM: 19207 PART NR: DFP-TRI002 DTD 19 MAR 04</p> <p><u>INSPECTION AND ACCEPTANCE</u> INPSECTION: ORIGIN ACCEPTANCE: ORIGIN</p> <p><u>DELIVERIES OR PERFORMANCE</u></p> <p>FOB: ORIGIN</p> <p>MINIMUM GUARANTEED QUANTITY: 100 MAXIMUM TOTAL CONTRACT QUANTITY: 16,500</p> <p>DELIVERY DUE 60 DAYS AFTER RECEIPT OF ORDER AT A RATE OF 1,000 EACH PER MONTH UNTIL ORDERED QUANTITY HAS BEEN FULFILLED</p> <p>ORDER PERIOD 1: AWARD DATE - 31 MAY 2005 ORDER PERIOD 2: 01 JUN 2005 - 31 MAY 2006 ORDER PERIOD 3: 01 JUN 2006 - 31 MAY 2007 ORDER PERIOD 4: 01 JUN 2007 - 31 MAY 2008 ORDER PERIOD 5: 01 JUN 2008 - 31 MAY 2009</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u></p> <p>(W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001</p> <p>ONLY TACOM-ROCK ISLAND IS AUTHORIZED TO ISSUE DELIVERY ORDERS UNDER THIS CONTRACT</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				

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

Page 7 of 18

PIIN/SIIN W52H09-04-D-0094

MOD/AMD

Name of Offeror or Contractor: CHOCTAW MANUFACTURING AND DEVELOPMENT CORPORATION

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-29	F.O.B. ORIGIN	JUN/1988
2	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	APR/1984
3	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
4	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 18****PIIN/SIIN** W52H09-04-D-0094**MOD/AMD****Name of Offeror or Contractor:** CHOCTAW MANUFACTURING AND DEVELOPMENT CORPORATION

SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

1	52.246-4500 TACOM-RI	MATERIAL INSPECTION & 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 verstraetek@ria.army.mil. The data fax number for submission is 309-782-1059, ATTN: Kitty Ver Straete.

(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)

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

Page 9 of 18

PIIN/SIIN W52H09-04-D-0094

MOD/AMD

Name of Offeror or Contractor: CHOCTAW MANUFACTURING AND DEVELOPMENT CORPORATION

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
2	52.242-12	REPORT OF SHIPMENT (RESHIP)	JUN/2003
3	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION - ALTERNATE A	NOV/2003
4	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
5	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
6	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	APR/2004

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

__X__(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____(4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____(ii) Alternate I (MAR 1999) of 52.219-5.

____(iii) Alternate II (JUNE 2003) of 52.219-5.

____(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

____(ii) Alternate I (OCT 1995) of 52.219-6.

____(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

____(ii) Alternate I (OCT 1995) of 52.219-7.

__X__(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

____(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

____(ii) Alternate I (OCT 2001) of 52.219-9.

____(iii) Alternate II (OCT 2001) of 52.219-9.

__X__(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

____(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____(ii) Alternate I (JUNE 2003) of 52.219-23.

____(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

Page 10 of 18

PIIN/SIIN W52H09-04-D-0094

MOD/AMD

Name of Offeror or Contractor: CHOCTAW MANUFACTURING AND DEVELOPMENT CORPORATION

X_(13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X_(14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

X_(15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X_(16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X_(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X_(18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X_(19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

(22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

(ii) Alternate I (JAN 2004) of 52.225-3.

(iii) Alternate II (JAN 2004) of 52.225-3.

(23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X_(24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

(26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

(27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X_(29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

(32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X_(33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-00006).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0094 MOD/AMD	Page 11 of 18
---------------------------	---	----------------------

Name of Offeror or Contractor: CHOCTAW MANUFACTURING AND DEVELOPMENT CORPORATION

____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

(IF6278)

7 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 AWARD DATE through 31 MAY 2009.

(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.

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

Page 12 of 18

PIIN/SIIN W52H09-04-D-0094

MOD/AMD

Name of Offeror or Contractor: CHOCTAW MANUFACTURING AND DEVELOPMENT CORPORATION

(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)

8

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 100 for the Maintainer Kit and 100 for the Crew Kit, 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 5,000 for the Crew Kit and 2,000 for the Maintainer Kit;

(2) Any order for a combination of items in excess of 7,000 each; or

(3) A series of orders from the same ordering office that together call for quantities exceeding a combined delivery rate of 1,000 per month.

(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 5 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)

9

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.

(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 after 28 FEB 2010.

(End of clause)

(IF6036)

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

Page 13 of 18

PIIN/SIIN W52H09-04-D-0094

MOD/AMD

Name of Offeror or Contractor: CHOCTAW MANUFACTURING AND DEVELOPMENT CORPORATION

10 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR JAN/2004
DFARS EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X_52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

X_252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)(10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)(15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).

X_252.225-7001 Buy American Act and Balance of Payments Program (Apr 2003)(41 U.S.C. 10a-10d, E.O. 10582).

X_252.225-7012 Preference for Certain Domestic Commodities (Feb 2003)(10 U.S.C.2533a note)

X_252.225-7014 Preference for Domestic Speciality Metals (Apr 2003) (10 U.S.C. 2533a note).

X_252.225-7015 Restriction on Acquisitor of Hand or Measuring Tools (Apr 2003)(10 U.S.C. 2533a note).

X_252.225-7016 Restriction on Acquisition of Ball and Roller Bearings(Apr 2003)

(Alternate I)(Apr 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (JAN 2004)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)(22 U.S.C. 2779)

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003)(22 U.S.C. 2755).

252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004)
(Alternate I)(JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Apr 2003)(10 U.S.C. 2534(a)(3)).

X_252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

252.227-7015 Technical Data - Commercial Items (Nov 1995)(10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999)(10 U.S.C. 2321).

X_252.232-7003 Electronic Submission of Payment Requests (Dec 2003) (10 U.S.C.2227)

X_252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)

X_252.247-7023 Transportation of Supplies by Sea (May 2002) (Alternate I)(Mar 2000)
(Alternate II) (Mar 2000)(Alternate III) (May 2002) (10 U.S.C. 2631).

X_252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (Apr 2003)(10 U.S.C.2533a note).

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 14 of 18
	PIIN/SIIN W52H09-04-D-0094 MOD/AMD	

Name of Offeror or Contractor: CHOCTAW MANUFACTURING AND DEVELOPMENT CORPORATION

252.247-7023, Transportation of Supplies by Sea (May 2002)(10 U.S.C.2631).
252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(End of clause)

(IA6720)

11 252.219-7009 SECTION 8(A) DIRECT AWARD MAR/2002
DFARS

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district is: OKLAHOMA.

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that -

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plans to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

(IA6725)

12 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT - ALTERNATE I OCT/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

End of Clause

(IF7209)

13 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS OCT/2003

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

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

Page 15 of 18

PIIN/SIIN W52H09-04-D-0094

MOD/AMD

Name of Offeror or Contractor: CHOCTAW MANUFACTURING AND DEVELOPMENT CORPORATION

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including

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

Page 16 of 18

PIIN/SIIN W52H09-04-D-0094

MOD/AMD

Name of Offeror or Contractor: CHOCTAW MANUFACTURING AND DEVELOPMENT CORPORATION

costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Governments convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractors records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

Page 17 of 18

PIIN/SIIN W52H09-04-D-0094

MOD/AMD

Name of Offeror or Contractor: CHOCTAW MANUFACTURING AND DEVELOPMENT CORPORATION

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(6) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(7) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <<http://www.ccr.gov/>> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

(IF7078)

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

Page 18 of 18

PIIN/SIIN W52H09-04-D-0094

MOD/AMD

Name of Offeror or Contractor: CHOCTAW MANUFACTURING AND DEVELOPMENT CORPORATION

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	PRICING SPREADSHEET		001	
Attachment 001	DESCRIPTION FOR PURCHASE (DFP) TRI001 BDAR CREW KIT	19-MAR-2004	021	
Attachment 002	DESCRIPTION FOR PURCHASE (DFP) TRI002 MAINTAINER KIT	19-MAR-2004	023	
Attachment 003	MATERIAL SAFETY DATA SHEETS - BELZONA PRODUCTS		036	
Attachment 004	MATERIAL SAFETY DATA SHEET - SUNREZ PUTTY	20-MAR-2002	005	
Attachment 005	MATERIAL SAFETY DATA SHEET - '31 INCORPORATED VULCANIZING CEMENT, RUBBER	15-APR-2003	003	
Attachment 006	MATERIAL SAFETY DATA SHEETS - PERMATEX SILICONE PRODUCTS	01-MAR-2001	006	
Attachment 007	MATERIAL SAFETY DATA SHEET - GOLD EAGLE CO. ALUMASEAL LEAK STOPPER	07-AUG-2001	004	
Attachment 008	MATERIAL SAFETY DATA SHEET - DYNA SYSTEMS A PARTSMaster HERCU-FLEX TAPE	11-SEP-1995	003	
Attachment 009	MATERIAL SAFETY DATA SHEET - MEGA METALS, PARTSMaster MEGA STICK	03-JUL-2003	004	
Attachment 010	INSTRUCTIONS FOR USE - BELZONA PRODUCTS		008	