

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 12	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-03-P-0304		3. Award/Effective Date 2003MAR24		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name REGINA GONZALES		B. Telephone Number (No Collect Calls) (309)782-0140		6. Solicitation Issue Date	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-E ROCK ISLAND IL 61299-7630		Code W52H09		10. This Acquisition Is		11. Delivery For FOB Destination Unless Block Is Marked	
e-mail: GONZALESR@RIA.ARMY.MIL				<input type="checkbox"/> Unrestricted		<input type="checkbox"/> See Schedule	
				<input checked="" type="checkbox"/> Set Aside: % For		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
				<input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A)		13b. Rating DOC9	
				SIC:		14. Method Of Solicitation	
				Size Standard:		<input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. Deliver To SEE SCHEDULE		Code		16. Administered By DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60005-2451			
Telephone No.				Code S1403A			
17. Contractor/Offeror WACHS E H CO THE 100 SHEPARD ST WHEELING IL 60090-6022		Code 98198 Facility		18a. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381			
Telephone No. (708)537-8800				Code HQ0339			
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum			
19. Item No.		20. Schedule Of Supplies/Services		21. Quantity		22. Unit	
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)					
25. Accounting And Appropriation Data SEE ADDENDUM						26. Total Award Amount (For Govt. Use Only) \$45,300.00	
<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.						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" 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.	
28. Contractor Is Required To Sign This Document And Return <u>2</u> Copies <input checked="" type="checkbox"/> 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.				29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
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) RICHARD J PERMANTIER /SIGNED/ PERMANTIER@RIA.ARMY.MIL (309)782-3430		31c. Date Signed	
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				33. Ship Number		34. Voucher Number	
				<input type="checkbox"/> Partial <input type="checkbox"/> Final		35. Amount Verified Correct For	
32b. Signature Of Authorized Government Representative		32c. Date		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number	
				38. S/R Account Number		39. S/R Voucher Number	
41a. I Certify This Account Is Correct And Proper For Payment				40. Paid By			
41b. Signature And Title Of Certifying Officer		41c. Date		42a. Received By (Print)			
				42b. Received At (Location)			
				42c. Date Recd (YYMMDD)		42d. Total Containers	

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 12****PIIN/SIIN** DAAE20-03-P-0304**MOD/AMD****Name of Offeror or Contractor:** WACHS E H CO THE

SUPPLEMENTAL INFORMATION

1. THIS CONTRACT IS FOR FIVE (5) EACH POWER HACKSAWS, NSN: 3450-00-715-9290, P/N: 03-000-02 AND FIFTY (50) EACH SAW BLADES, P/N: 03-405-00.
2. THE UNIT PRICE IS \$9,060.00 FOR A TOTAL CONTRACT AMOUNT OF \$45,300.00.
3. THE CONTRACTOR'S QUOTE IS INCORPORATED INTO THIS CONTRACT AS ADDENDUM 001.
4. FOB IS DESTINATION.
5. EARLY DELIVERY IS AUTHORIZED IF AT NO ADDITIONAL COST TO THE GOVERNMENT.
6. ALL TERMS AND CONDITIONS OF COMBINED SYNOPSIS/SOLICITATION DAAE20-03-T-0065 ISSUED DECEMBER 4, 2002 APPLY TO THIS CONTRACT.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-P-0304 MOD/AMD

Name of Offeror or Contractor: WACHS E H CO THE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 3450-00-715-9290 NOUN: SAW, POWER HACK, PORT FSCM: 98198 PART NR: 03-000-02 SECURITY CLASS: Unclassified</p> <p>PRON: M12H1363M1 PRON AMD: 03 ACRN: AA AMS CD: 53459562145</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 W52H092242A453 W25G1U J W52H09 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 29-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p>MARK FOR: PR DO NOT SHIP MAT TO THIS ICP SHIP RETURNS TO THE ACTIVITY IN CC 54-56 OF THE FTR OR TO THE DESIGNATED DEPOT FOR AUTOMATIC RETURN ITEMS</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0304/0000</p>	2	EA	\$ 9,060.00000	\$ 18,120.00
0002	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 3450-00-715-9290 NOUN: SAW, POWER HACK, PORT FSCM: 98198 PART NR: 03-000-02 SECURITY CLASS: Unclassified</p> <p>PRON: M11H1376M1 PRON AMD: 03 ACRN: AB</p>	3	EA	\$ 9,060.00000	\$ 27,180.00

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INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984

DELIVERIES OR PERFORMANCE

2	52.247-34	F.O.B. DESTINATION	NOV/1991
3	52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR/1984
4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999

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Name of Offeror or Contractor: WACHS E H CO THE

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG				JOB	ACCOUNTING		OBLIGATED	
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>ORDER</u>	<u>STATION</u>		<u>AMOUNT</u>	
						<u>NUMBER</u>				
0001	M12H1363M1	AA	2	21	22035000026D6D02P53459526FB	S11116	2CT363	W52H09	\$	18,120.00
	53459562145									
0002	M11H1376M1	AB	2	21	12035000016D6D02P53459526FB	S11116	1CT376	W52H09	\$	27,180.00
	53459562149									
								TOTAL	\$	45,300.00

SERVICE							ACCOUNTING	OBLIGATED		
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>		<u>AMOUNT</u>		
Army		AA	21	22035000026D6D02P53459526FB	S11116	W52H09	\$	18,120.00		
Army		AB	21	12035000016D6D02P53459526FB	S11116	W52H09	\$	27,180.00		
								TOTAL	\$	45,300.00

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Name of Offeror or Contractor: WACHS E H CO THE

SPECIAL CONTRACT REQUIREMENTS

5 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) NOV/2001
TACOM-RI

(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 PERMANTIERR@RIA.ARMY.MIL The data fax number for submission is (309) 782-2302, ALTERNATE (309) 782-1059, ATTN: DICK PERMANTIER.

(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) NA

(End of Clause)

(HS6510)

CONTRACT CLAUSES

6	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	FEB/2002
7	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
	DFARS		
8	252.225-7015	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS	DEC/1991
	DFARS		
9	252.246-7000	IA0527 WAS DELETED ON 25 FEB 03 AND REPLACED BY IA0536, MATERIAL	DEC/1991
	DFARS	INSPECTION AND RECEIVING REPORT	
10	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
	DFARS		
11	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR	MAY/2002
		EXECUTIVE ORDERS - COMMERCIAL ITEMS	

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which 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 or components:

- ____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- ____(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).
- ____(4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

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Name of Offeror or Contractor: WACHS E H CO THE

(ii.) Alternate I to 52.219-5.

(iii.) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (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 of 52.219-23

(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C.2323).

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

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).

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

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

(18) 52.225-1, Buy American Act - Supplies (41 U.S.C. 10a-10d).

(19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

(20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

(26) 52.232-36, Payment by Third Party (31 U.S.C.3332).

(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

(28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

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_____ (ii) Alternate I of 52.247-64.

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

_____ (1) 52.222-41, Service Contract Act of 1965, As amended (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-o0006).

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

_____ (4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (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 Predecessor Contractor Collective Bargaining Agreement (CBA) (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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IP6272)

12	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	MAR/2003
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(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is

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included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

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.

252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)(10 U.S.C. 2416).

252.206-7000 Domestic Source Restriction (Dec 1991)(10 U.S.C. 2304).

252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country (Mar 1998) (10 U.S.C. 2327)

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).

252.225-7001 Buy American Act and Balance of Payments Program (Mar 1998)(41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (Feb 2003)(10 U.S.C.2533a note)

252.225-7014 Preference for Domestic Speciality Metals (Mar 1998) (10 U.S.C. 2533a note).

252.225-7015 Preference for Domestic Hand or Measuring Tools (Dec 1991)(10 U.S.C. 2533a note).

252.225-7016 Restriction on Acquisition of Ball and roller Bearings(Dec 2000)
(Alternate I)(Dec 2000) (Section 8064 of Pub. L. 106-259).

252.225-7021 Trade Agreements (Oct 2002)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Mar 1998)(22 U.S.C. 2779)

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Dec 1991)(22 U.S.C. 2755).

252.225-7029 Preference for United States or Canadian Air Circuit Breakers (Aug 1998)(10 U.S.C. 2534(a)(3)).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Mar 1998)
(Alternate I)(Sep 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

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).

252.232-7003 Electronic Submission of Payment Requests (Mar 2003) (10 U.S.C.2227)

252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)

252.247-7023 Transportation of Supplies by Sea (May 2002) (Alternate I)(Mar 2000)
(Alternate II) (Mar 2000)(10 U.S.C. 2631).

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 (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, 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 (Mar 1998)(10 U.S.C.2533a note).

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).

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(End of clause)

(IA6720)

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Name of Offeror or Contractor: WACHS E H CO THE

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	CONTRACTOR'S QUOTE	05-FEB-2003	002	