

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 11	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-03-P-0419		3. Award/Effective Date 2003JUL10		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name TERRI MAPLE		B. Telephone Number (No Collect Calls) (309)782-6692		6. Solicitation Issue Date	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTT-M ROCK ISLAND IL 61299-7630		Code W52H09		10. This Acquisition Is		11. Delivery For FOB Destination Unless Block Is Marked	
e-mail: MAPLET@RIA.ARMY.MIL				<input checked="" type="checkbox"/> Unrestricted		<input type="checkbox"/> See Schedule	
				<input type="checkbox"/> Set Aside: % For		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
				<input 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 SR W0K8 USA MAC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000		Code W52H1C		16. Administered By DCMA HARTFORD 130 DARLIN ST EAST HARTFORD CT 06108-3234		Code S0701A	
Telephone No.							
17. Contractor/Offeror DAPRA CORPORATION 66 GRANBY ST BLOOMFIELD, CT. 06002-3512		Code 2T430 Facility		18a. Payment Will Be Made By DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266		Code HQ0337	
Telephone No.							
<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 ACRN: AA 21 32040000036D6D03622624H252G S28017 W15QKN				26. Total Award Amount (For Govt. Use Only) \$10,279.00			
<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 _____ Copies <input 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) CEAN HARTLEBEN /SIGNED/ HARTLEBENC@RIA.ARMY.MIL (309)782-3429		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	
32b. Signature Of Authorized Government Representative				<input type="checkbox"/> Partial <input type="checkbox"/> Final		35. Amount Verified Correct For	
				36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			
32c. Date				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 11****PIIN/SIIN** DAAE20-03-P-0419**MOD/AMD****Name of Offeror or Contractor:** DAPRA CORPORATION

SUPPLEMENTAL INFORMATION

1. Award is made to Dapra Marking Systems for one (1) each PryorMark 2068 HandHeld Dot Peen Marking System, consisting of the following items: (Also see Schedule B of this Purchase Order)

Dapra P/N: PA25101 PryorMark 2068 HandHeld Marking System
Dapra P/N: PC03209 4mm dia Stylus Package (120 degree, 0.005" tip radius)
Dapra P/N: PB02540 Data Matrix (ECC200) encode upgrade
Dapra P/N: PH03400 Column and Mounting Bracket for HandHeld
Dapra P/N: PB02400 Surge Suppressor

2. The contractor's quote is incorporated into this order at Attachment 001.

3. Inspection and Acceptance is at Origin. F.O.B. is Destination.

4. Item is to be packaged best commercial pack and shipped to the following address:

SR WOK8 USA MAC Rock Island Arsenal
Bldg. 299 Gillespie Avenue and Beck Lane
Rock Island, IL 61299-5000

MARK FOR: AMSTA-AR-WEP-RB/Dale Holland
BLDG. 62
Phone Ext. 2-8146

5. Inspection and acceptance shall be accomplished in accordance with the clause at FAR 52.246-15, "Certificate of Conformance." A copy of the contractor's COC shall be attached to a signed DD 250 in accordance with the requirements of the above referenced clause, and shall be submitted for payment after delivery.

6. Early delivery is authorized if at no additional cost to the government.

*** END OF NARRATIVE A 001 ***

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MOD/AMD

Name of Offeror or Contractor: DAPRA CORPORATION

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
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Name of Offeror or Contractor: DAPRA CORPORATION

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG				JOB		
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>ORDER</u>	<u>ACCOUNTING</u>	<u>OBLIGATED</u>
						<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA	1A3AJ9461A	AA	2	21	32040000036D6D03622624H252G	S28017	W15QKN	\$ 10,279.00
	54300200							
							TOTAL	\$ 10,279.00

SERVICE						ACCOUNTING		OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>STATION</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
Army		AA	21	32040000036D6D03622624H252G	S28017	W15QKN	\$	10,279.00
							TOTAL	\$ 10,279.00

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Name of Offeror or Contractor: DAPRA CORPORATION		

SPECIAL CONTRACT REQUIREMENTS

3 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 maplet@ria.army.mil. The data fax number for submission is (309) 782-6692, ATTN: TERRI MAPLE.

(End of Clause)

(HS6510)

CONTRACT CLAUSES

4 52.212-4 CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS FEB/2002
5 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001
DFARS

6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR JUN/2003
EXECUTIVE ORDERS - COMMERCIAL ITEMS

(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:

____(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.

____(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)).

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Name of Offeror or Contractor: DAPRA CORPORATION

- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (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).
- (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (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).
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (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--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I (MAY 2002) of 52.225-3.
- (iii) Alternate II (MAY 2002) of 52.225-3.
- (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (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)).
- (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (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).

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Name of Offeror or Contractor: DAPRA CORPORATION

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

____(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).

____(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.

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MOD/AMD

Name of Offeror or Contractor: DAPRA CORPORATION

(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)

(IF6276)

7	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JUN/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 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).

____ 252.219-7003 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 (Apr 2003)(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 (Apr 2003) (10 U.S.C. 2533a note).

____ 252.225-7015 Restriction on Acquisitor of Hand or Measuring Tools (Apr 2003)(10 U.S.C. 2533a note).

____ 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 (Apr 2003)(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--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Apr 2003)
(____Alternate I)(Apr 2003) (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)).

____ 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)(Alternate III) (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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(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 (Apr 2003)(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).

(End of clause)

(IA6720)

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MOD/AMD

Name of Offeror or Contractor: DAPRA 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	CONTRACTOR'S QUOTE	05-MAY-2003	005	