

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
Offeror To Complete Block 12, 17, 23, 24, & 30

1. Requisition Number
SEE SCHEDULE

Page 1 **Of** 22

2. Contract No.
W52H09-04-P-0465

3. Award/Effective Date
2004JUN30

4. Order Number

5. Solicitation Number

6. Solicitation Issue Date

7. For Solicitation Information Call:

A. Name
LORRIE SCHMIDT

B. Telephone Number (No Collect Calls)
(309)782-0673

8. Offer Due Date/Local Time

9. Issued By
TACOM-ROCK ISLAND
AMSTA-AQ-ARCC
ROCK ISLAND IL 61299-7630

Code W52H09

10. This Acquisition Is
 Unrestricted
 Set Aside: % For
 Small Business
 Hubzone Small Business
 8(A)
 NAICS: 335911
 Size Standard:

11. Delivery For FOB Destination Unless Block Is Marked
 See Schedule

13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)

13b. Rating DOA5

14. Method Of Solicitation
 RFQ IFB RFP

e-mail: SCHMIDTL@RIA.ARMY.MIL

15. Deliver To
SEE SCHEDULE

Code

16. Administered By
DCMA MARYLAND
217 EAST REDWOOD ST SUITE 1800
BALTIMORE MD 21202-5299

Code S2101A

17. Contractor/Offeror
SAFETY TECH INTERNATIONAL INC
5703 INDUSTRY LANE
FREDERICK, MD. 21704-0000

Code LJDRO **Facility**

18a. Payment Will Be Made By
DFAS COLUMBUS CENTER
DFAS-CO/SOUTH ENTITLEMENT OPERATION
P O BOX 182264
COLUMBUS OH 43218-2264

Code HQ0338

Telephone No.

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
 See Addendum

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE				
(Use Reverse and/or Attach Additional Sheets As Necessary)					

25. Accounting And Appropriation Data
SEE ADDENDUM

26. Total Award Amount (For Govt. Use Only)
\$23,338.00

27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda Are Are Not Attached.

27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda Are Are Not Attached.

28. Contractor Is Required To Sign This Document And Return _____ 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.

29. Award Of Contract: Ref. W52H0904T0410 **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)
MARGARET C TUFTEE /SIGNED/
TUFTEEM@RIA.ARMY.MIL (309)782-7163

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
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32e. Mailing Address of Authorized Government Representative	32f. Telephone Number of Authorized Government Representative
	32g. E-Mail of Authorized Government Representative

33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final	34. Voucher Number	35. Amount Verified Correct For	36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	37. Check Number
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38. S/R Account Number	39. S/R Voucher Number	40. Paid By
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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

Name of Offeror or Contractor: SAFETY TECH INTERNATIONAL INC

SUPPLEMENTAL INFORMATION

This action is a sole source, firm fixed price purchase order to Safety Tech International, Inc. for 158 rechargeable batteries P/N S-20036-001 and 20 battery chargers, P/N S-20038-001.

*** END OF NARRATIVE A 001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	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	52.204-4505 TACOM-RI	DISCLOSURE OF UNIT PRICE INFORMATION	FEB/2003
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This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.

(End of clause)

AS7909

3	52.211-4507 TACOM-RI	NOTICE OF URGENT REQUIREMENT	NOV/2001
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-P-0465 MOD/AMD	Page 3 of 22
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Name of Offeror or Contractor: SAFETY TECH INTERNATIONAL INC

TACOM considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.

(End of Clause)

AS7911

4 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002
TACOM-RI

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.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

5 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Rd 2-1SE3401
Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875
Voice Number (703) 806-8762

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-P-0465 MOD/AMD	Page 4 of 22
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Name of Offeror or Contractor: SAFETY TECH INTERNATIONAL INC

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Clause)

(AS7010)

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-P-0465 MOD/AMD

Name of Offeror or Contractor: SAFETY TECH INTERNATIONAL INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																												
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 6130-01-500-9675 FSCM: 81361 PART NR: S-20038-1 SECURITY CLASS: Unclassified																																																																
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: 4-POST BATTERY CHRGR ITAP PRON: W14A0AG7PC PRON AMD: 03 ACRN: AA AMS CD: 53106230118 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W58HZ141536X00</td> <td>W91CRA</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>EER</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>4</td> <td>20-JUL-2004</td> </tr> </table> FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W91CRA) PR WOMB USA PUEBLO CHEMICAL DEPOT 45825 HIGHWAY 96 EAST PUEBLO CHEMICAL DEPOT PUEBLO CO 81006-9330 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-P-0465/0000 DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>002</td> <td>W58HZ141536X01</td> <td>W91CRH</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>EER</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>4</td> <td>20-JUL-2004</td> </tr> </table> FOB POINT: Destination	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W58HZ141536X00	W91CRA	J		1		<u>PROJ CD</u>	<u>BRK BLK PT</u>					EER					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	4	20-JUL-2004	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	002	W58HZ141536X01	W91CRH	J		1		<u>PROJ CD</u>	<u>BRK BLK PT</u>					EER					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	4	20-JUL-2004	19	EA	\$ 606.00000	\$ 11,514.00
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-P-0465 MOD/AMD

Name of Offeror or Contractor: SAFETY TECH INTERNATIONAL INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W91CRH) PR W6ER CMA ANNISTON CHEM ACT BLDG 363 7 FRANKFORD AVENUE ANNISTON AL 36201-4199</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-P-0465/0000</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 003 W58HZ141536X03 Y00000 A 1 <u>PROJ CD BRK BLK PT</u> EER</p> <p><u>DEL REL CD QUANTITY DEL DATE</u> 001 7 20-JUL-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W58HZ1) XR W038 USA SOLDIER SYSTEMS CTR BLDG 20 KANSAS ST NATICK MA 01760-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-P-0465/0000</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 004 W58HZ141546X02 W91CP9 J 1 <u>PROJ CD BRK BLK PT</u> EER</p> <p><u>DEL REL CD QUANTITY DEL DATE</u> 001 4 20-JUL-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W91CP9) PR W6ER CMA PINE BLUFF CHEM ACT BLDG 51 420 PINE BLUFF ARSENAL 10 020 KABRICH CIRCLE PINE BLUFF AR 71602-9500</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-P-0465/0000</p>				
0002	<p>NSN: 6130-01-500-9675 SECURITY CLASS: Unclassified</p>				
0002AA	<p><u>PRODUCTION QUANTITY</u></p>	1	EA	\$ 606.00000	\$ 606.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-P-0465 MOD/AMD

Name of Offeror or Contractor: SAFETY TECH INTERNATIONAL INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	<p>NOUN: BATTERY CHARGER (4 POSITION) PRON: DE4N2E02SB PRON AMD: 02 ACRN: AB AMS CD: 42212300000 CUSTOMER ORDER NO: MIPR4BQBTRITAPX</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W912F141556R01</td> <td>W52H1B</td> <td>J</td> <td>DMOORE</td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>20-JUL-2004</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W52H1B) SR W0K8 RIA INSTL STK REC ACCT BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000</p> <p>MARK FOR: <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-P-0465/0000</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W912F141556R01	W52H1B	J	DMOORE	1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	20-JUL-2004				
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0003	<p>NSN: 0000-00-000-0000 FSCM: 81361 PART NR: 2-20036-001 SECURITY CLASS: Unclassified</p>																						
0003AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: BATTERIES W/CAPS ITAP PRON: W14A1AG7PC PRON AMD: 04 ACRN: AA AMS CD: 53106230118</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u></p>	148	EA	\$ 71.00000	\$ 10,508.00																		

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-P-0465 MOD/AMD

Name of Offeror or Contractor: SAFETY TECH INTERNATIONAL INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																				
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0004AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: RECHARGEABLE BATTERY W/CAP PRON: DE4N2E01SB PRON AMD: 02 ACRN: AB AMS CD: 42212300000 CUSTOMER ORDER NO: MIPR4BQBRITAPX</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> </tr> </table> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W912F141556R00</td> <td>W52H1B</td> <td>J</td> <td>DMOORE</td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>10</td> <td>16-JUL-2004</td> </tr> </table>	DOC	SUPPL	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W912F141556R00	W52H1B	J	DMOORE	1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	10	16-JUL-2004	10	EA	\$ 71.00000	\$ 710.00
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CONTINUATION SHEET**Reference No. of Document Being Continued**

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MOD/AMD

Name of Offeror or Contractor: SAFETY TECH INTERNATIONAL INC

PACKAGING AND MARKING

6 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL) FEB/2004

The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

PRESERVATION: COMMERCIAL
LEVEL OF PACKING: Commercial
QUANTITY PER UNIT PACKAGE: 001

1 Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistribution and shipment by any mode and meet or exceed the following requirements.

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

1.3 Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2 Unit Package. A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.

3 Unit Package Quantity. Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

4 Intermediate Package - Intermediate packaging is required whenever one or more of the following conditions exists:

- a. the quantity is over one (1) gross of the same national stock number,
- b. use enhances handling and inventorying,
- c. the exterior surfaces of the unit pack is a bag of any type, regardless of size,
- d. the unit pack is less than 64 cubic inches,
- e. the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

5. Packing:

5.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

5.2 Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

6 Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

7 Marking:

7.1 All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 2, Date 10 Feb 04, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

7.2 Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots; e.g., New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard, see paragraph 5.3.

7.3 Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and

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address of consignee".

7.4. Military Shipping Label. The following website (Computer Automated Transportation Tool, CAAT) provides detailed instructions for downloading and installing the Military Shipment Label/Issue Receipt Document (CATT MSL/IRRD) software that will generate a Military Shipping Label to include the required Code 39 and 2D(PDF417) bar codes on the label: http://www.assettrak.com/catt/msl_irrd/mslirrdmain.htm. This program was developed by the Army and is free to those with government contracts. Two contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129P. Contractors are MILPAC (<http://milpac.com>) and Easysoft Corporation (<http://easysoftcorp.com>). Insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignee's name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

8. Hazardous Materials: In addition to the general instructions listed above;

8.1 Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

8.2 Packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

8.3 If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

8.4 A Product Material Safety Data Sheet (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

9 Heat Treatment and Marking of Wood Packaging Materials - All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

10 Quality Assurance - The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

11 SUPPLEMENTAL INSTRUCTIONS: N/A

End of Clause

(DS6421)

DELIVERIES OR PERFORMANCE

7	52.247-34	F.O.B. DESTINATION	NOV/1991
8	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
9	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JAN/2004

[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraphs (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(ii), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being

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identified; however, the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid>.]

(a) Definitions. As used in this clause--Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition--

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again.

The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

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- (i) All items for which the Government's unit acquisition cost is \$5,000 or more; and
- (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

TBD

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number TBD or Contract Data Requirements List Item Number TBD.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>.

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.*

(2) Unique identifier**, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Quantity shipped.*

(9) Unit of measure.*

(10) Government's unit acquisition cost.*

(11) Ship-to code.

(12) Shipment date.

(13) Contractor's CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subtitle, or exhibit line item number.*

(16) Acceptance code.

* Once per contract line, subtitle, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subtitle, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

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- (6) Original part number.**
- (7) Serial number.**
- (8) Unit of measure.
- (9) Description.
- ** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil.uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

FA6000

10 52.247-4531 COGNIZANT TRANSPORTATION OFFICER
TACOM-RI

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)

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CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	ACRN	STAT	OBLG	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT	
0001AA	W14A0AG7PC 53106230118	AA	2	21	42035000046D6D17P53106226FB S19130	46XAG7	W91A2K \$	11,514.00	
0002AA	DE4N2E02SB 42212300000 MIPR4BQBRITAPX	AB	2	21	42020000046N6N66P42212326EB S19130	4N2ESM	W91A2K \$	606.00	
0003AA	W14A1AG7PC 53106230118 W14M5754PC04	AA	2	21	42035000046D6D17P53106226FB S19130	46XAG7	W91A2K \$	10,508.00	
0004AA	DE4N2E01SB 42212300000 MIPR4BQBRITAPX	AB	2	21	42020000046N6N66P42212326EB S19130	4N2ESM	W91A2K \$	710.00	
							TOTAL	\$	23,338.00

SERVICE NAME	TOTAL BY ACRN	ACRN	STAT	OBLG	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT		
Army	AA	21	21	21	42035000046D6D17P53106226FB S19130	W91A2K \$	22,022.00		
Army	AB	21	21	21	42020000046N6N66P42212326EB S19130	W91A2K \$	1,316.00		
							TOTAL	\$	23,338.00

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SPECIAL CONTRACT REQUIREMENTS

11 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 schmidt@ria.army.mil. The data fax number for submission is (309) 782-3126, ATTN: Lorrie Schmidt (309) 782-0673

(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)

CONTRACT CLAUSES

12 52.212-4 CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS OCT/2003
13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR JUN/2004
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.

____(iii) Alternate II (MAR 2004) of 52.219-6.

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

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

____(iii) Alternate II (MAR 2004) 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)).

____(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).

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)).

X_ ____ (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 (DEC 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).

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____(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).

____(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 Predecessor 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).

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(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)

(IP6278)

14	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JUN/2004
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(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.

___ 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).

X 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 (May 2004)(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 (May 2004)

(___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)).

___ 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).

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____ 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 (Jan 2004) (10 U.S.C.2227)

____ 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)(X 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).

(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).

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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LIST OF ATTACHMENTS

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <https://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)