

**DEPARTMENT OF JUSTICE**  
**FEDERAL BUREAU OF INVESTIGATION**



**REQUEST FOR PROPOSAL**

**RFP-DSU0001921**

Caliber - 9mm Luger

Service (Full-size) – Service (Micro) - Training Reduced Lead - Frangible

**April 23, 2021**

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## **PART I – THE SCHEDULE**

### **SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

#### **B.1 DESCRIPTION OF SUPPLIES**

Contractor shall provide up to four (4) separate types of 9mm Luger ammunition [e.g. Service (Full-size), Service (Micro), Training Reduced-Lead, and Frangible, which are described in detail in Section C.1] under the policies and procedures prescribed in Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Items, in conjunction with Part 15, Contracting by Negotiations.

#### **B.2 TYPE OF CONTRACT**

The contract(s) will be unrestricted and structured as a Fixed Price, Indefinite-Delivery Indefinite-Quantity (IDIQ), type contract(s) for one (1) base year and four (4) possible one-year option periods. The FBI intends to award contract(s) with a primary and secondary contract for each ammunition type (e.g. Service (Full-size), Service (Micro), Training Reduced-Lead, and Frangible). The FBI anticipates making up to eight (8) IDIQ contract awards to the highest technically rated vendors (two IDIQ contract awards in each of the four (4) ammunition categories) with a fair and reasonable price.

#### **B.3 CONTRACT AND ORDER LIMITATIONS**

Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the CLIN Schedule up to and including the quantities designated in this solicitation as the “maximum.” The Government shall order at least the quantity of supplies or services designated as the “minimum,” hereby established as **\$1,000.00** over the life of each contract established.

The Government shall not be required to purchase from the Contractor any additional quantities after the initial guaranteed minimum. The obligation of funds and specific quantities will be ordered through individual delivery orders or the Government Purchase Card Program. The estimated cost is \$90,000,000.00; North American Industry Classification System (NAICS), 332992, Small Arms Manufacturing Ammunition with a small business size standard of 1,250 employees; Unrestricted, Period of Performance, twelve (12) month base period with four (4) one-year options and no security classification for 9mm Ammunition.

The Government’s intent is to establish up to eight (8) single award IDIQs under this single solicitation. Maximum thresholds for each established IDIQ shall follow the below matrix:

9mm Luger	Service (Full-size)	Service (Micro)	Training Reduced-Lead	Frangible
Primary	\$30 Million	\$10 Million	\$30 Million	\$8 Million
Secondary	\$4 Million	\$2 Million	\$4 Million	\$2 Million

#### **B.4    PRICING/FIVE (5) YEAR ESTIMATED CONTRACT COST**

Price proposals shall be submitted using the Pricing Matrix provided in this solicitation, refer to Section J, List of Attachments, Attachment 1 of the solicitation package.

[End of Section]

## **SECTION C - STATEMENT OF WORK**

### **9MM LUGER AMMUNITION**

#### **C.1 GENERAL DESCRIPTION**

##### **GENERAL DESCRIPTION**

The Federal Bureau of Investigation (FBI) is the federal government's principal agency responsible for investigating violations of more than 260 Federal statutes. As an investigative arm of the United States Department of Justice, FBI personnel, in the execution of their responsibilities, may be involved in high threat assignments where deadly force may be used in the face of violent confrontations.

In direct support of training and operational activities the FBI has a need to acquire the following four (4) types of 9mm Luger ammunition:

- 1) **SERVICE (Full-size)** – Ammunition intended to be carried in Glock 19M/17M pistols and fired in defense of life.
- 2) **SERVICE (Micro)** – Ammunition intended to be carried in Glock 43/43X/26 pistols and fired in defense of life.
- 3) **TRAINING REDUCED-LEAD** – Ammunition intended to be fired during traditional firearms training.
- 4) **FRANGIBLE** – Ammunition intended to be fired during traditional training utilizing steel targets.

The reliability, terminal performance, and accuracy of the ammunition used in Department of Justice weapons are paramount to the survival of Special Agents and others in the face of a violent confrontation. Ammunition is stored, carried, and fired from service weapons in a variety of environmental conditions around the world. FBI pistols are chambered in 9mm Luger.

#### **C.2 SCOPE**

- C.2.1 Provide Service (Full-size), Service (Micro), Training Reduced-Lead, and Frangible ammunition which is fully compatible with all 9mm Luger weapons issued or approved by the FBI (see Section C.5.1).
- C.2.2 Deliver within 90 days after receipt of order. Deliveries to be shipped FOB Destination to all FBI (and other approved Federal government locations) CONUS, to also include Hawaii, Alaska and Puerto Rico.
- C.2.3 Provide ammunition that is satisfactory to Department of Justice personnel as

reflected in quality assurance testing designed to ensure proper functionality when fired from a weapon.

### **C.3      GENERAL REQUIREMENTS**

- C.3.1      Ammunition shall conform to all dimensional specifications and performance standards recommended by the Sporting Arms and Ammunition Manufacturers' Institute, Inc. (SAAMI)<sup>1</sup>.

The FBI reserves the right to require more stringent specifications than those set forth by the SAAMI to meet the specific needs of the FBI.

- C.3.2      Ammunition shall consist of production ammunition manufactured by the Offeror.

- C.3.3      No component of the round shall have been used previously. Reloaded ammunition is prohibited.

- C.3.4      Service (Full-size), Training Reduced Lead, and Frangible ammunition shall have a **power factor not to exceed 160** when fired in a Glock 19M.

Service (Micro) ammunition shall have a **power factor not to exceed 160** when fired in a Glock 43X.

Power factor is defined as: bullet weight (grains) x feet per second (instrumental velocity measured at 15 feet) / 1,000.

For example, sample cartridge "A" has a bullet weight of 147 grains and an instrumental velocity of 975 fps. Power factor is calculated as follows:

$$\text{Sample Cartridge "A": } [(147 \times 975) / 1,000] = 143.$$

- C.3.5      Offeror shall be capable of manufacturing the entire quantity of ammunition at the Offeror's manufacturing facility within the required time frames. The Offeror may purchase components for the cartridge from other sources, but the Offeror shall be the primary manufacturer of the ammunition. The Offeror must not use or employ any subcontractors without the prior written approval of the FBI.

- C.3.6      Contractor shall provide annual proof of liability insurance for a minimum amount of **\$1,000,000 USD**.

- C.3.7      Contractor shall be capable of conducting continuous in-house quality control

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<sup>1</sup> Published by SAAMI, 11 Mile Hill Road, Newtown, Connecticut 06470-2359. Available through American National Standards Institute (ANSI), 25 West 43<sup>rd</sup> Street, Fourth Floor, New York, New York 10036, (212) 642-4900, Publication: ANSI/SAAMI Z299.3-2015.



testing to ensure chamber pressures and velocities are maintained in accordance with the recommended specifications of the SAAMI, and/or this specification, if applicable. It is desired that measurements be performed with a Piezoelectric Conformal Transducer System. Further, the vendor must possess the capability of conducting failure analysis on any cartridge or component returned by the FBI which does not function as designed or that exhibits signs of an obvious anomaly. Findings of failure analysis will be reported to the FBI in writing, within 5 business days, concerning the findings and remedial action taken by the vendor to correct the defect, if warranted.

- C.3.8 The vendor shall not make any alterations to the ammunition design or components, including powder, primer, cartridge case, projectile, or suppliers thereof, without prior notification, and written approval by the CO.

#### **C.4 CARTRIDGE SPECIFICATIONS**

##### **C.4.1 Projectile Weight<sup>2</sup>**

**Service (Full-size)** – The unfired projectile shall not weigh less than 124 grains, nor shall it exceed 147 grains. It is necessary that the projectile be compatible with 4.0" to 4.5" barreled Glock pistols.

**Service (Micro)** – The unfired projectile shall not weigh less than 115 grains, nor shall it exceed 147 grains. It is necessary that the projectile be compatible with 3.41" to 3.43" barreled Glock pistols.

**Training Reduced-Lead** – The unfired projectile shall not weigh less than 124 grains, nor shall it exceed 147 grains.

**Frangible** – The unfired projectile shall not weigh less than 80 grains, nor shall it exceed 147 grains.

##### **C.4.2 Projectile Design**

The projectile design shall not require that a clean barrel be seasoned by the firing of fouling shots in order to achieve optimal accuracy. If any type of surface coating is applied to the projectile, it shall not wear off or transfer under normal handling and/or storage (e.g., inside a pocket, etc.).

The bullet pull force will be sufficient so as not to dislodge the projectile from its seated position in a previously un-chambered cartridge during recoil (i.e., when contained in the magazine) or when feeding/chambering in the FBI weapons listed.

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<sup>2</sup> The established SAAMI tolerances for bullet weight apply, "To 100 grains – Nominal Weight  $\pm 2\%$ . 100 grains & over – Nominal Weight  $\pm 1.5\%$ ."

The fired projectile shall not penetrate currently utilized FBI body armor including: Point Blank Alpha Elite AX-III A (NIJ Level IIIA), Tyr Tactical Epic Fed (NIJ Level IIIA), and Tyr Tactical ULVCT (NIJ Level II).

The manufacturer shall certify and warrant that the projectile design is compatible with all listed FBI weapons (see Section C.5.1 for a list of the weapons) and will not cause abnormal wear or damage to any components of these weapons.

The projectiles shall not leave remnants of copper jackets or other metals in the pistol when fired which interfere with the cycle of operation.

**Service (Full-size) and Service (Micro)** – The projectile must be a jacketed hollow point or equivalent. Material which fills the cavity (e.g., polymer “tip”) is acceptable<sup>3</sup>. It is desirable that the service projectile consistently penetrate an average of 12” to 18” throughout FBI gelatin tests, with no shots less than 12”, expand to an optimal diameter, and retain as high a percentage of its weight as possible. The projectile shall not be a full metal jacket design or appearance and shall not have any exposed lead on the base of the projectile.

**Training Reduced-Lead** – The training reduced-lead projectile shall not exhibit a hollow point; it may have a round nose or flattened nose profile. The projectile shall not be of a frangible design. The jacket shall be copper or other material(s) suitable for use in FBI weapons (e.g., alloys and/or polymer coatings are acceptable) and the projectile shall have no exposed lead.

**Frangible** – The Frangible projectile shall contain less than 1% lead. It shall not break apart prior to impacting the target. It shall break apart when impacting steel with a minimum thickness of 3/8” and a minimum Abrasion Resistance (AR) of 400 Brinell (Rockwell C hardness of 43). It should not produce splash back sufficient to perforate .10” corrugated cardboard, at a distance of 9” from impact. The projectile shall not exhibit a hollow point<sup>4</sup>.

#### C.4.3 **Projectile Accuracy Characteristics – Test Barrel**

**Service (Full-size)** - The Service (Full-size) projectile should yield accuracy characteristics not to exceed a 4” average between two 10-shot groups, center to center, at 50 meters, when fired from a 4”, 1:10 twist, accuracy test barrel for 9mm Luger. The size of each 10-shot group will be measured for extreme spread, measured center to center.

**Service (Micro)** - The Service (Micro) projectile should yield accuracy

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<sup>3</sup> If present, the polymer tip should not wear/break off and result in debris remaining in the magazines during normal law enforcement usage.

<sup>4</sup> A shallow indentation on the nose of the projectile as a result of the manufacturing process is permitted.

characteristics not to exceed a 4" average between two 10-shot groups, center to center, at 50 meters, when fired from a 3.41", 1:10 twist, accuracy test barrel for 9mm Luger. The size of each 10-shot group will be measured for extreme spread, measured center to center.

**Training Reduced-Lead** – The Training Reduced-Lead projectile should yield accuracy characteristics not to exceed a 4" average between two 10-shot groups, center to center, at 50 meters, when fired from a 4", 1:10 twist, accuracy test barrel for 9mm Luger.

**Frangible** – The Frangible projectile should yield accuracy characteristics not to exceed a 4" average between two 10-shot groups, center to center, at 25 meters, when fired from a 4", 1:10 twist, accuracy test barrel for 9mm Luger.

#### C.4.4 **Cartridge Case**

The cartridge case shall bear the manufacturer's name (abbreviations are acceptable) and the caliber of the round. The year of manufacture or a code to indicate the year of manufacture is required<sup>5</sup>.

The cartridge case mouth and primer shall be sealed to prevent the entrance of moisture, which could alter the performance of components in various environmental conditions. The sealant(s) should not interfere with the cycle of operation in the pistol.

The waterproofing requirement applies as indicated below for the four categories of ammunition:

**Service (Full-size)** – Required

**Service (Micro)** – Required

**Training Reduced-lead** – Optional

**Frangible** - Optional

The cartridge case shall not rupture or split when fired in high quality firearms (see Section C.5.1), absent circumstances beyond the vendor's control, such as those caused by the shooter or a defective weapon.

The cartridge case head shall be of sufficient hardness to prevent the incidence of a blown primer when fired in previously referenced firearms.

**Service (Full-size) and Service (Micro)** – Shall be manufactured from brass

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<sup>5</sup> Test samples submitted for this RFP are not required to have this information on the headstamp; however, the requirement will not be waived if the Offeror's sample is selected for an award.

and shall be nickel plated.

**Training Reduced-Lead** – Shall be manufactured from brass and shall NOT be nickel plated.

**Frangible** – Shall be manufactured from brass and shall NOT be nickel plated.

#### C.4.5 **Primer**

For all cartridge types the primer shall be non-corrosive. Offerors shall ensure the primers remain securely in place in the primer pocket during the entire cycle of operation.

**Service (Full-size) and Service (Micro)** – Shall NOT be lead-free.

**Training Reduced-lead** – Shall be lead-free

**Frangible** – Shall be lead-free

#### C.4.6 **Pressure**

##### **SAAMI Pressure Testing (Ambient Temperature)**

Average chamber pressure shall conform to SAAMI recommended specifications for Maximum Probable Sample Mean not to exceed 41,500 pounds per square inch (psi). No single round shall exceed 46,800 psi (90% of the minimum proof loading of 52,000 psi).

##### **Environmental Temperature Exposure (-40F and +140F)**

The above-referenced SAAMI Pressure specifications are also required at environmental extremes (-40F and +140F).

#### C.4.7 **Propellant**

It is required that the propellant be clean burning and not leave substantial fouling or powder residue in the firearm or on the floor in front of the shooter. This is equally applicable to the Service (Full-size), Service (Micro), Training Reduced-Lead, and Frangible ammunition submissions.

It is required that the propellant in the Service (Full-size) and Service (Micro) submissions create a minimal amount of muzzle flash. It is preferred that the muzzle flash is less than or equal to current FBI service ammunition<sup>6</sup>.

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<sup>6</sup> Current FBI 9mm Service ammunition is Hornady Critical Duty, 135 grain +P Flexlock, product #: 90115.

## C.5 FUNCTIONING AND AMMUNITION DEFECTS

C.5.1 Ammunition must function<sup>7</sup> in the following firearms in the FBI inventory or weapons authorized for personally owned carry. These weapons are:

Glock 17 (Gen3, Gen4, M and MGen5)  
Glock 19 (Gen3, Gen4, M and MGen5)  
Glock 26 (Gen3, Gen4 & Gen5)  
Glock 43  
Glock 43X

C.5.2 Allowable ammunition failure rates are:

**Service (Full-size) and Service (Micro)** - No more than one (1) ammunition related failure per 10,000 round sample of service ammunition will be considered acceptable for the duration of the contract.

**Training Reduced-Lead** – No more than one (1) ammunition related failure per 5,000 round sample of training reduced-lead ammunition will be considered acceptable for the duration of the contact.

**Frangible** – No more than one (1) ammunition related failure per 2,500 round sample of frangible ammunition will be considered acceptable for the duration of the contact.

Ammunition-related failures shall not include failures which are shooter induced, caused by an improperly maintained weapon, and/or caused by a weapon defect.

C.5.3 Ammunition-related failures may occur at any point in the cycle of operation or while engaging in normal training and/or operational activities.

C.5.4 Ammunition-specific defects include, but are not limited to:

- a) Deformed case
- b) Inverted primer or bullet
- c) Inert or defective primer
- d) Squib load
- e) Inconsistent bullet seating depth
- f) Inconsistent powder charge

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<sup>7</sup> Functioning is defined as feeding, chambering, locking, firing, unlocking, extracting, ejecting, and cocking. This is also referred to as the "cycle of operation."

- g) An excessive residue build up in the weapon
- h) Excessive primer or bullet sealant (e.g., capable of causing fouling)
- i) Cartridge not within recommended specifications of the SAAMI
- j) Blown primer (excluding those caused by something other than ammunition)

C.5.5 In the event that an ammunition-related failure or an ammunition specific defect is encountered which exceeds the failure/defect rate established herein, the Government reserves the right to have the entire affected Lot/Day Code replaced at no additional cost to the Government.

C.5.6 Ammunition shall not result in visible damage to FBI firearms through normal law enforcement usage. Contractor shall be responsible for all costs associated with the replacement of damaged firearms and/or parts.

## **C.6 QUALITY CONTROL PLAN**

C.6.1 Contractor shall provide specific information on Quality Control measures applied to all ammunition acquired under contract. Any revisions shall be forwarded to the COR within five (5) calendar days of the effective date.

C.6.2 Ammunition which fails any portion of Contractor's Quality Control testing shall be rejected and not shipped. No further attempts shall be made to correct or otherwise remediate ammunition which has failed any portion of the testing, for purposes of delivery under this contract.

C.6.3 Contractor shall provide the Government with a 100 round retainer sample from all Lots of service ammunition produced. The retainer sample ammunition is to be shipped to the FBI Ballistic Research Facility as soon as practical after it is produced.

C.6.4 Contractor shall provide pressure test reports for all LOTS/Day Codes shipped to the FBI along with gelatin test data (bare gel & auto glass events only) for every service LOT/Day Code shipped under the contract. These reports will be transmitted electronically to the FBI Ballistic Research Facility.

## **C.7 AUTHORIZED BUYERS**

C.7.1 Interested parties shall contact the identified FBI Contracting Officer for prior authorization. Authorized Buyers include: Department of Justice agency components. Other agencies may seek permission to utilize the contract on a case by case basis directly to the Contracting Officer (CO), Contracting Officer's Representative (COR), or Technical Point of Contact (TPOC).

- C.7.2 All orders shall be prioritized in the order they are received. Emergency orders placed by the FBI, as identified by CO or COR, shall receive priority over all other orders.

## **C.8 REPORTS**

- C.8.1 Contractor shall provide quarterly reports to the Contracting Officer within ten (10) calendar days of the end of the quarter [Jan-Mar/Apr-Jun/Jul-Sep/Oct-Dec] during which supplies were ordered. The report shall include:

- a) Contract Number
- b) Period of Performance (ex: Base Year/Qtr. 1)
- c) List of individual orders "ACCEPTED" during quarter for each authorized buyer (include delivery order number & dollar value of order).

NOTE: "ACCEPTED" refers to an order that has been received during the quarter, regardless if the order shipped. When an order has been received/accepted by the Contractor, the maximum, not to exceed, contract value is impacted.

- d) Total dollar value of all accepted orders during the quarter (combined quarterly figure).
- e) Total dollar value of usage to date (current quarterly figure combined with previous quarters) under the contract.

It is preferred that this information be provided using Microsoft Excel.

If the quarterly report is not provided within ten (10) calendar days of the end of quarter as required, a written explanation as to why the report is tardy shall be provided with the quarterly report.

- C.8.2 Contractor shall be capable of tracking multiple ammunition lots sold and shipped under the contract in the event of a recall. Upon request, the Contractor shall supply this information to the COR for warranty purposes.

## **C.9 SECURITY AND ACCESS CONTROL**

- C.9.1 All required security forms and fingerprint cards can be obtained by the Contractor through the COR, upon request. On-site visits require a minimum of 48 hours advance notice, unless an exigent circumstance exists which will require prior COR or Contracting Officer approval.

**C.10      MEDIA STATEMENTS**

- C.10.1      All press statements and releases related to the contract shall receive advance written approval by the Contracting Officer.

[End of Section]

**SECTION D - PACKAGING AND MARKING**

**D.1      PACKAGING AND MARKING**

- D.1.1      Preservation, packaging, and packing for all items delivered under this contract shall be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination. The Contractor shall place the contract and delivery order number on or adjacent to the exterior shipping label.

- D.1.2      Contractor shall be capable of tracking ammunition sold and shipped under the contract in the event of a recall. Upon request, the Contractor shall supply this information to the COR for warranty purposes.

- D.1.3      Ammunition shall be contained in cartons of 50 cartridges. Cases may contain no more than twenty cartons (1,000 cartridges).

- D.1.4      Cartons, cases and pallets shall reflect the following information unless otherwise specified:

- a)      Manufacturer name
- b)      Caliber of the round
- c)      Bullet weight and design
- d)      Lot number
- e)      Product number or code
- f)      Purpose:
  - i)      SERVICE (Glock 19M / 17M)
  - ii)     SERVICE (Glock 43 / 43X / 26)
  - iii)    TRAINING REDUCED-LEAD
  - iv)    TRAINING FRANGIBLE

Note: Pallets shall display the above-required information, in plain view, on at least one exterior side (other than top or bottom) of the stack for the purpose of inventory management.

- D.1.5      If present, carton container inserts shall be constructed of biodegradable or



recyclable material to minimize environmental impact after disposal or to allow recycling.

- D.1.6 Styrofoam or high-density polystyrene inserts in the individual cartons are prohibited.
- D.1.7 The insert shall not leave observable particles or residue on ammunition removed from the insert.
- D.1.8 The insert, carton, and case shall be designed to support the weight of ammunition when palletized for shipping and storage, when three pallets of ammunition are stacked vertically on a level concrete floor.
- D.1.9 Each 50 round carton shall securely hold all 50 rounds regardless of orientation of the carton.
- D.1.10 No sales coupons or other promotional literature will be permitted inside the cartons or cases of ammunition.

[End of Section]

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 QUALITY ASSURANCE**

The Government shall monitor customer satisfaction by reviewing quarterly reports and tracking shipments. The satisfactory delivery of ammunition will be closely monitored and tracked by the COR, Defensive Systems Unit, at FBI Quantico. Items tracked include timely delivery of supplies, accuracy of order, and condition of delivery upon receipt.

The Government will also periodically conduct random Quality Assurance (QA) testing of both retainer samples and Lots/Day Codes of ammunition to ensure items meet performance requirements for which the contract was awarded.

Ammunition which fail QA testing may be returned to the vendor, at no cost to the Government, and replaced with an equal amount of supplies. The Contractor will be notified by the COR, in writing, of the nature of the failure, defect, or deficiency.

Contractor shall take corrective action within 5 days of written notification of a contract non-conformance. Action shall include replacement of all defective, deficient, or suspect ammunition; and provide COR with written results of failure analysis and preventative measures to avoid repetitive non-conformances.

Failure to maintain the quality, durability, and reliability standards established at the time of award is detrimental to the Government. Should a continuing pattern of failure emerge over three consecutive shipments of ammunition, this may constitute grounds for the initiation of termination proceedings.

### **E.2 WARRANTIES**

The Contractor warrants this product to be free of defects and of merchantable quality within the meaning of the Uniform Commercial Code. Offeror further warrants that the product conforms to all applicable requirements as outlined in the Section C; quality and performance standards established by the Sporting Arms and Ammunition Manufacturers Institute (SAAMI) in effect at the time of manufacture; and guarantees that the product will maintain a useful shelf life under reasonable storage conditions (both CONUS and OCONUS) for a period of five (5) years from the date of purchase.

Contractor warrants the projectile design is compatible with all listed FBI weapons from section C.5.1 and will not result in abnormal wear or damage to any components of the weapons.

Contractor shall guarantee their ammunition against manufacturing defects for five (5) years from the date of delivery.

[End of Section]

## **SECTION F – DELIVERIES AND PERFORMANCE**

### **F.1 PERIOD OF PERFORMANCE**

The anticipated period of performance shall be a twelve (12) month base period, to begin on the date of award, with four (4) potential one-year option periods.

### **F.2 DELIVERY SCHEDULE**

Ammunition shall be drop shipped to destinations set forth in the respective delivery order or as designated by the Government Purchase Card Request Form. Contractor is to deliver the entire quantity of ammunition. Partial lots may be accepted with prior approval from the COR.

**ALL DELIVERIES SHALL BE RECEIVED BY THE REQUESTOR NO LATER THAN 90 DAYS AFTER RECEIPT OF ORDER BY THE CONTRACTOR.**

IF DELIVERY CAN NOT BE MADE WITHIN THIS TIME FRAME, THE CONTRACTOR SHALL FORWARD NOTIFICATION WITH A DETAILED REASON FOR NON-SHIPMENT TO THE CONTRACT COR/TECHNICAL POINT OF CONTACT (TPOC) AND REQUESTOR'S ATTENTION.

### **F.3 NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the contractor encounters difficulty in meeting performance requirements, or when the contractor anticipates difficulty in complying with contract delivery schedules or completion dates, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the COR, in writing, giving pertinent details; provided, however, that this data shall be informational only and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

### **F.4 PLACE OF DELIVERY**

Delivery of ammunition shall be FOB "Destination" within the CONUS, Alaska, Hawaii and Puerto Rico. This will apply to any entities authorized to purchase ammunition under this contract.

All deliveries shall be FOB "Destination."

**F.5        F.O.B. DESTINATION (52.247-34) (NOV 1991)**

(a) The term "F.O.B. destination," as used in this clause, means--

- (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
- (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall;

- (1) Pack and mark the shipment to comply with contract specifications; or in the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(End of Clause)

[End of Section]

## **SECTION G – CONTRACT ADMINISTRATION**

### **G.1 IAR 2852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (IAN 1985)**

- A. An individual that shall be named after contract award is hereby designated to act as the Contracting Officer's Representative (COR) under this contract.
- B. The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.
- C. The COR does not have the authority to alter the Contractor's obligations under the contract; and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

(End of clause)

### **G.2 ORDERING**

In accordance with Federal Acquisition Regulation (FAR) 16.505, Ordering, and the clause at 52.216-18, Ordering, any supplies to be furnished under these contracts shall be ordered by issuance of delivery orders by entities authorized under the contract.

### **G.3 INVOICING REQUIREMENTS**

- A. Invoices shall be submitted electronically to [CENTRAL\\_INVOICES@FBI.GOV](mailto:CENTRAL_INVOICES@FBI.GOV).
- B. All invoices are required to have a unique identifying, non-duplicable number, and reflect the contract number, delivery order number, list of supplies, delivery date and Contractor point of contact information (name, email address, phone number).

It shall be the Contractor's responsibility to include the information required by this contract on each invoice. If an invoice does not contain the above information, the Government reserves the right to reject the invoice as IMPROPER and notify the vendor within seven (7) days after receipt of the invoice at the designated billing office. Resubmission of a PROPER invoice will be

required.

Any requirement for resubmission for payment or Contractor questions regarding payment should be directed to the COR or Agency Point of Contact under the contract. All follow-up invoices (i.e. revised, resubmitted) shall be marked "REVISED".

#### **G.4 SMALL BUSINESS ACCELERATED PAYMENT**

Contractor must indicate its business size on each invoice to assist payment office in determining eligibility for accelerated payment in accordance with OMB Memo M-11-32, 'ACCELERATING PAYMENTS TO SMALL BUSINESSES FOR GOODS AND SERVICES', dated 10/14/2011. The Prompt Payment Act still applies to this action; however, the agency will make best efforts to pay proper invoices within 15 days.

#### **G.5 PAYMENT**

Payment will be made by the FBI's Commercial Payments Unit (CPU) in accordance with the Prompt Payment Act upon COR certification of receipt of supplies.

#### **G.6 WITHHOLDING OF CONTRACT PAYMENTS**

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services will result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor as defined by the terms and conditions of the contract. The Government shall promptly notify the contractor of its intention to withhold payment of any invoice or voucher submitted.

[End of Section]

### **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 DISCLOSURE OF DATA UNDER THE FREEDOM OF INFORMATION ACT (FOIA)**

If a request for information contained in a proposal is requested under the FOIA, the Government shall have the right to disclose any information or data contained in a proposal that results in a contract to the extent provided under the FOIA, notwithstanding any restrictive legends that may have been placed upon it in accordance with other contract provisions. The Government will, before disclosure, make an administrative determination on a case-by-case basis as to whether the information requested is exempt from disclosure by one of the established exceptions to the ACT. In making this

determination the procedures outlined in 28 CFR, paragraph 16.7 shall be followed which, in part, affords the submitter of a proposal an opportunity to object to disclosure.

(End of Clause)

## **H.2 GOVERNMENT RIGHTS IN DATA AND COPYRIGHTS**

The government shall have unlimited rights, as delineated in the FAR clause Rights in data-special works (52.227-17) which is included in SECTION I by reference, to all documentation and other data developed by the Contractor under this contract.

The Contractor shall not duplicate or disclose in any manner, for any purpose whatsoever, or have or permit others to do so, any documentation or other data developed and/or obtained by the Contractor under this contract. Any publications, presentations and other release of information regarding this contract must be pre-approved by the Contracting Officer.

## **H.3 ACCESS TO FEDERAL BUREAU OF INVESTIGATION (FBI) LOCATIONS**

Performance under this contract may require access to FBI locations to provide some service, product, or perform some other official function of interest to the FBI.

Requirements, as identified below, including approval by the FBI's Security Division, must be satisfied prior to access. Contractors who will require escorted access, including short-term, intermittent, or infrequent access, to an FBI facility must complete an "Access of Non-FBI Personnel to FBI Facilities, Background Data Information Form," (FD-816), a "Privacy Act of 1974 Acknowledgment Form" (FD-484) and two Fingerprint Cards (FD-258).

Completed forms should be provided to the assigned Contracting Officer's Technical Representative (COTR) at least 10 days prior to required access.

## **H.4 CONTRACTOR SUITABILITY REQUIREMENT**

Access to FBI facilities and information is subject to specific security and suitability requirements. The FBI reserves the right and prerogative to deny and/or restrict facility and information access of any contractor employee determined by the FBI, at any time during performance, to be unsuitable for access and/or present a risk of compromising sensitive government information to which he or she would have access to under this contract. Contractors will be allotted a reasonable amount of time, determined by the government, to replace the employee found not suitable for continued contract performance. Failure to replace the employee may result in a no cost termination for cause by the government.

## **H.5 DOI RESIDENCY REQUIREMENT**

All contractor personnel employed within the United States, both United States citizens and non-United States citizens, are required to meet the following residency requirements:

- a. For three of the five years immediately prior to applying for the specific contract position, the individual must have 1) resided in the United States; 2) worked for the United States overseas in a Federal or military capability; or 3) be a dependent of a Federal or military employee serving overseas.

The requirement may be waived for short term contractor personnel (performing duties for a cumulative total of 14 days or less) if there is a critical need for their specialized and unique skills. These individuals must, however, be United States citizens or Permanent Resident Aliens.

## **H.6 DISRUPTION TO THE SCHEDULE**

The Contractor shall notify the COTR at any time when there is or may be a disruption of any type which would delay any deliveries under the schedule. Such notification shall be provided to the COTR by telephone, as soon as the situation is known to the Contractor, and shall be followed up in writing to both the COTR and Contracting Officer within five (5) days.

[End of Section]



## **PART II – CONTRACT CLAUSES**

### **SECTION I – CONTRACT CLAUSES**

#### **I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

#### **A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.212-4	CONTRACT TERMS & CONDITIONS – COMMERCIAL ITEMS	JAN 2017
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.242-13	BANKRUPTCY	JUL 1995
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

(End of Clause)

#### **I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2017)**

(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:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(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:

*[Contracting Officer check as appropriate.]*

**XX** (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

\_\_\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

**XX** (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

**XX** (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (15) (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.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.

\_\_\_ (v) Alternate IV (Nov 2016) of 52.219-9.

\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

\_\_\_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

\_\_\_ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

\_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

\_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

\_\_\_ (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

\_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

\_\_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

\_\_\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

**XX** (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

\_\_\_ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

\_\_\_ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

**XX** (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

\_\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).

\_\_\_ (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

\_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.

**XX** (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

**XX** (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

**XX** (57) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (58) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

\_\_\_ (62) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) 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:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

\_\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_\_\_ (11) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_\_\_ (12) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xix) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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)

*Alternate I (Feb 2000).* As prescribed in [12.301](#)(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

*Alternate II (JAN 2017).* As prescribed in [12.301](#)(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203–13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219–8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(E) 52.222–26, Equal Opportunity (Sep 2016) (E.O. 11246).

(F) 52.222–35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(G) 52.222–36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(I) 52.222–41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) \_\_\_\_ (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(K) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(L) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

(M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(O) 52.222-59, Compliance with Labor Laws (Executive Order 13673), (Oct 2016).

**Note to paragraph (e)(1)(ii)(O):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(P) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(Q) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(R) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(S) (1) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552).

(2) Alternate I (Jan 2017) of 52.224-3

(T) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(T) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

**I.3 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS**  
**(JUN 2016)**

(a) *Definitions.* As used in this clause--

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

#### **I.4 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the conclusion of current performance period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

#### **I.5 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in a quantity of less than one case, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$500,000.00;

(2) Any order for a combination of items in excess of \$1,500,000.00; or

(3) A series of orders from the same ordering office within thirty (30) days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government



is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**I.6      52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract twelve months after the last day of the final period of performance.

(End of Clause)

**1.7     52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

**I.8     52.218-000, CONTINUING CONTRACT PERFORMANCE DURING A PANDEMIC INFLUENZA OR OTHER NATIONAL EMERGENCY (MAY 2008)**

During a Pandemic or other emergency, we understand that our contractor workforce will experience the same high levels of absenteeism as our Federal employees. Although the Excusable Delays and Termination for Default clauses used in Government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to Federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services during a pandemic influenza or other emergency situation.

The types of actions a Federal contractor should reasonably take to help ensure performance are:

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems

are in place to support successful remote work in an emergency.

- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.
- With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must performance all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the Government Contracting Officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the Contracting Officer or in his/her absence, the Contracting Officer's Representative (COR), via telephone or e-mail messages acknowledging the contractor's notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining continuity of operations.

The Department does reserve the right in such emergency situations to use Federal employees, employees of other agencies, contracting support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of Federal Policy issuance "Emergency Acquisitions", dated May 2007 and Subpart 18.2, Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations.

(End of Clause)  
[End of Section]

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>NUMBER OF PAGES IN THE ATTACHMENT</u>
1	Pricing Matrix	4
2	Past Performance Questionnaire	5
3	Manufacturer Checklist	1
4	Manufacturer Test Data Sheets	14

## SECTION J

### ATTACHMENT 1 – PRICING MATRIX

#### **9mm Service (Full-Size) Ammunition**

CLIN #0001	Base Year	Option Year #1	Option Year #2	Option Year #3	Option Year #4
Product Code / Description:	Per Round:	Per Round:	Per Round:	Per Round:	Per Round:
	Case:	Case:	Case:	Case:	Case:

#### **9mm Service (Micro) Ammunition**

CLIN #0002	Base Year	Option Year #1	Option Year #2	Option Year #3	Option Year #4
Product Code / Description:	Per Round:	Per Round:	Per Round:	Per Round:	Per Round:
	Case:	Case:	Case:	Case:	Case:

#### **9mm Training Reduced Lead Ammunition**

CLIN #0003	Base Year	Option Year #1	Option Year #2	Option Year #3	Option Year #4
Product Code / Description:	Per Round:	Per Round:	Per Round:	Per Round:	Per Round:
	Case:	Case:	Case:	Case:	Case:

#### **9mm Frangible Ammunition**

CLIN #0004	Base Year	Option Year #1	Option Year #2	Option Year #3	Option Year #4
Product Code / Description:	Per Round:	Per Round:	Per Round:	Per Round:	Per Round:
	Case:	Case:	Case:	Case:	Case:

## SECTION J

### ATTACHMENT 1 – PRICING MATRIX CONTINUED

#### **Total Evaluated Price**

NOTE: The evaluated price shall be the total of the proposed per round price for estimated quantities of 1,000,000 rounds. Note: estimated quantities are for evaluation purposes only, to assist the Government with determining fair and reasonable pricing, and do not reflect an actual need upon award. The Government prefers all line items be offered; however, the Government will accept an offer for one, or more, of the required items. An offer that does not include all line items shall clearly be marked on the price matrix with "no bid" for those line items. Line items left blank may be viewed as "Non-Responsive." Any proposed line item that does not offer a price for the base and four option periods may not be eligible for an award.

#### **CLIN #0001 – 9mm Service (Full-Size) Ammunition**

Base Year        \$ \_\_\_\_\_ x 1,000,000 = \$ \_\_\_\_\_

Option Year #1    \$ \_\_\_\_\_ x 1,000,000 = \$ \_\_\_\_\_

Option Year #2    \$ \_\_\_\_\_ x 1,000,000 = \$ \_\_\_\_\_

Option Year #3    \$ \_\_\_\_\_ x 1,000,000 = \$ \_\_\_\_\_

Option Year #4    \$ \_\_\_\_\_ x 1,000,000 = \$ \_\_\_\_\_

CLIN #0001: \$ \_\_\_\_\_ 5 YR TOTAL

SECTION J

ATTACHMENT 1 – PRICING MATRIX CONTINUED

**CLIN #0002 – 9mm Service (Micro) Ammunition**

Base Year        \$\_\_\_\_\_ x 1,000,000 = \$\_\_\_\_\_

Option Year #1    \$\_\_\_\_\_ x 1,000,000 = \$\_\_\_\_\_

Option Year #2    \$\_\_\_\_\_ x 1,000,000 = \$\_\_\_\_\_

Option Year #3    \$\_\_\_\_\_ x 1,000,000 = \$\_\_\_\_\_

Option Year #4    \$\_\_\_\_\_ x 1,000,000 = \$\_\_\_\_\_

CLIN #0002: \$\_\_\_\_\_ 5 YR TOTAL

**CLIN #0003 – 9mm Training Reduced Lead Ammunition**

Base Year        \$\_\_\_\_\_ x 1,000,000 = \$\_\_\_\_\_

Option Year #1    \$\_\_\_\_\_ x 1,000,000 = \$\_\_\_\_\_

Option Year #2    \$\_\_\_\_\_ x 1,000,000 = \$\_\_\_\_\_

Option Year #3    \$\_\_\_\_\_ x 1,000,000 = \$\_\_\_\_\_

Option Year #4    \$\_\_\_\_\_ x 1,000,000 = \$\_\_\_\_\_

CLIN #0003: \$\_\_\_\_\_ 5 YR TOTAL

**CLIN #0004 – 9mm Frangible Ammunition**

Base Year        \$\_\_\_\_\_ x 1,000,000 = \$\_\_\_\_\_

Option Year #1   \$\_\_\_\_\_ x 1,000,000 = \$\_\_\_\_\_

Option Year #2   \$\_\_\_\_\_ x 1,000,000 = \$\_\_\_\_\_

Option Year #3   \$\_\_\_\_\_ x 1,000,000 = \$\_\_\_\_\_

Option Year #4   \$\_\_\_\_\_ x 1,000,000 = \$\_\_\_\_\_

CLIN #0004: \$\_\_\_\_\_ 5 YR TOTAL

**OVERALL TOTAL CLINS #1-4 / 5 YRS: \$\_\_\_\_\_**



## SECTION J

### ATTACHMENT 2 – PAST PERFORMANCE QUESTIONNAIRE

The prospective Offeror listed in Block 1 is submitting a proposal in response to a Department of Justice, Federal Bureau of Investigation solicitation for the acquisition of 9mm Service, Training Reduced Lead, and Frangible ammunition. You have been identified as a performance reference for the below Offeror.

The Federal Government values your input and greatly appreciates your willingness to thoughtfully complete this performance evaluation. Please provide candid responses.

**The information that you provide will be used in the award of a federal contract, therefore, it is important that your information be as factual, accurate and complete as possible to preclude the need for follow-up. Please return the completed Questionnaire within 5 business days of receipt.**

If you do not have knowledge of or experience with the below company, please forward this questionnaire to an individual within the agency who does.

*By law, the Government will not disclose the names of individuals providing reference information during discussions with contractors.*

**BLOCK 1/OFFEROR: INSERT OFFEROR's NAME**

#### **PART I. BACKGROUND**

##### **A. Respondent Identification**

Organization:

Address:

Name:

Title:

Telephone Number:

Email Address:

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## **B. Contract Identification**

Contract Award Date:

Contract Number:

Contract Type:

Contract Value (Including All Option Periods):

Contract Term (Years):

Description of Services / Scope of Work:

### **PART II. EVALUATION**

Performance Grades:

**Exceptional** - Contractor's performance significantly exceeded most or all contract requirements. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.

**Satisfactory** - Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.

**Marginal** - Performance meets most contractual requirements. The contractual performance of the element or sub-element being assessed reflects a problem for which the Contractor has not yet identified corrective action or the Contractor's proposed actions appears to be effective or has not been fully implemented.

**Unsatisfactory** - Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problems(s) for which the Contractor's corrective actions appear or were ineffective.

Please grade each of the areas below and provide meaningful feedback/comments based on your knowledge of how the contractor performs in each area. Both positive and negative feedback is encouraged.

<b>A. Quality of Work / Compliance with Specification Requirements</b>
--

Unsatisfactory

Marginal

Satisfactory

Exceptional

☐☐☐☐

Additional Comments

<b>B. Adherence to Delivery Schedule / Timeliness of Product Deliverables</b>
---

Unsatisfactory

Marginal

Satisfactory

Exceptional

☐☐☐☐

Additional Comments

<b>C. Initiative in Solving Contract problems / Ability to solve contract performance issues without extensive guidance from Government personnel.</b>
--

Unsatisfactory

Marginal

Satisfactory

Exceptional

☐☐☐☐

Additional Comments

<b>D. Responsiveness to Technical Direction / Contract Changes</b>
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Unsatisfactory

Marginal

Satisfactory

Exceptional

☐☐☐☐

Additional Comments:

<b>E. Responsiveness / Capability to respond to urgent / short term requirements.</b>
---

Unsatisfactory

Marginal

Satisfactory

Exceptional

☐☐☐☐

Additional Comments:

<b>F. Accuracy of Reports / Documentation</b>
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Unsatisfactory

Marginal

Satisfactory

Exceptional

☐☐☐☐

Additional Comments

<b>G. Submission of current, accurate, and complete billings</b>
--

Unsatisfactory

Marginal

Satisfactory

Exceptional

☐☐☐☐

Additional Comments

<b>H. Effectiveness / Reliability / Responsiveness of Contractor's Key Personnel</b>
--

Unsatisfactory

Marginal

Satisfactory

Exceptional

☐☐☐☐

Additional Comments:

**I. Has the Contractor ever been issued a cure notice, a show cause notice, suspension of progress payments, or other letters directing the correction of a performance problem?**

Yes

No

☐☐

If yes, please explain:

**J. Based on the Contractor's overall performance, would you select this firm again?**

Yes

No

☐☐

If no, please explain:

**K. General Comments. Please provide any additional relevant performance information.**

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### **PART III. RETURN INFORMATION**

Please return the completed questionnaire electronically to:

Nell L. Hitchye  
Contracting Officer  
Federal Bureau of Investigation  
elhitchye@fbi.gov

## SECTION J

### ATTACHMENT 3 – MANUFACTURER CHECKLIST

This checklist shall serve as a cover sheet to the Technical Proposal. Technical Proposals should be produced in 3-Ring binders with tabbed and labeled dividers for each of the sections below. Offers should supply the requested information in the following order:

1. Company background (i.e., capability to fulfill requirement)
2. List of key personnel and relevant expertise
3. Information on innovative technology (cartridge design and/or production capability)
4. Description of facility
5. Certification that the ammunition is manufactured at the vendor's facility
6. Copy of liability insurance
7. Data sheets and detailed drawings of the product
8. Warranties
9. Manufacturer Test Data sheets submitted on Government supplied forms under Section J, Attachment 4. Manufacturer Test Data sheets shall be completed by the Offeror.
10. Pressure test documentation including: SAAMI pressure test results for ten (10) shots; environmental pressure test results for ten (10) shots at high temperature (+140F) and ten (10) shots at low temperature (-40F); and letter certifying compliance with pressure test limitations as outlined in Section M.3.6.

# SECTION J - ATTACHMENT 4

## MANUFACTURER TEST DATA SHEET(S) 9mm Luger **SERVICE (Full-Size)** Ammunition

General Information	
Manufacturer:	[ ]
Principal Technical Contact:	[ ]
Telephone:	[ ]
Email & mailing address:	[ ]
Product name:	[ ]
Product Order/Part #:	[ ]
Rounds per box:	[ ]
Boxes per case:	[ ]
Projectile weight:	[ ]
Projectile composition:	[ ]
Ballistic Coefficient:	[ ]
Sectional Density:	[ ]
LOT/DAY CODE numbers:	[ ]
Meaning of characters in LOT/DAY CODE numbers:	[ ]

Component Compositions			
ITEM	MANUFACTURER	TYPE	
Projectile:	[ ]	[ ]	
Case mouth Sealant:	[ ]	[ ]	
Case:	[ ]	[ ]	
Primer:	[ ]	[ ]	
Primer Sealant:	[ ]	[ ]	
Propellant (product name):	[ ]	[ ]	
Headstamp marking:	[ ]		
Headstamp meaning:	[ ]		
Material Safety Data sheets attached:		Yes [ ] or No [ ]	
Production group size standard measured at 25 yards/meters from a test barrel:		[0.0] inches	# of rounds fired: [ ]
Recommended velocity window for optimal terminal performance:		Minimum: [ ] fps	Maximum: [ ] fps

Exterior ballistics data based on manufacturer's averages - Glock 19, 25 yard zero			
Distance	Velocity (fps)	Energy (ft lbs.)	Trajectory (in.)
Muzzle	[ ]	[ ]	[ ]
5 yards	[ ]	[ ]	[ ]
10 yards	[ ]	[ ]	[ ]
15 yards	[ ]	[ ]	[ ]
25 yards	[ ]	[ ]	[ ]
50 yards	[ ]	[ ]	[ ]
Maximum Range: [ ] yards @ [ ] degree angle			

Instrumental (15') Velocity Parameters – Target Velocity/Acceptable Velocity Data			
Expected Average Velocity: [ ] fps	Acceptable Minimum Velocity: [ ] fps	Acceptable Maximum Velocity: [ ] fps	Acceptable Extreme Spread: [ ] fps

**Phase II Test Data: While the FBI will independently conduct all Phase II testing, Offerors shall report results of their in-house testing.**

Factor #1 - Velocity in FBI Handgun (fired from Glock 19M or similar, measured 15' from muzzle)	
Average Velocity for 20 rounds:	[ ] fps
Meets Offeror's specified velocity window for optimal terminal performance (Section J, Attachment 4, page 1):	Yes [ ] No [ ]

Factor #2 - Body Armor Penetration (fired from Glock 17M or similar)	
Penetrated FBI NIJ Level II body armor (or equivalent) :	Yes [ ] No [ ]
Make and model of NIJ Level II body armor shot :	[ ]

Factor #3 - Power Factor (fired from a Glock 19M or similar)	
Average Velocity (20 rounds):	[ ] fps
Projectile Grain Weight:	[ ] grains
Power Factor (as calculated under S.O.W. C.3.4):	[ ]

Factor #4 - Immersion in Water (fired from Glock 19M or similar)	
Time submerged:	[ ]
Fired all 20 rounds?	Yes [ ] No [ ]
Average Velocity (20 rounds, wet)	[ ] fps
Average Velocity - Dry (from Factor 1)	[ ] fps
Difference in Average Velocity	[ ] fps

Factor #5 - Penetration (4" Test Barrel, Glock 19M, or Similar)				
Test Event	Avg. Penetration (in.)	Standard Deviation	Avg. Expansion (in.)	Avg. Retained Weight (gr.)
Bare gelatin	[ ]	[ ]	[ ]	[ ]
Heavy clothing	[ ]	[ ]	[ ]	[ ]
Steel	[ ]	[ ]	[ ]	[ ]
Wallboard	[ ]	[ ]	[ ]	[ ]
Plywood	[ ]	[ ]	[ ]	[ ]
Automobile glass	[ ]	[ ]	[ ]	[ ]
Overall Average (avg of all 30 rounds, not average of averages)	[ ]	[ ]	[ ]	[ ]
Total # of shots < 12":			[ ]	



Factor 5# Penetration Calculations (see Section M.3.5, Test Event #5 for scoring calculations)	
Average Penetration (in.):	[ ] = [ ] points
Standard Deviation:	[ ] = [ ] points
Avg. Penetration points x Avg. Std. Deviation points	[ ] points
Average Expansion:	[ ] = [ ] points
Average Retained Weight Percentage:	[ ] = [ ] points
Shots less than 12":	[ ] = [ ] points
Penetration Score:	[ ] points
Penetration Score x Priority Factor of 50:	[ ] points

Factor #6 - Glock Barrel / Wiseman Accuracy (fired from Glock 19M or equivalent pistol barrel, measured at 25 meters / yards).	
Group #	Group Size (in.) @ 25 yd [ ] / m [ ]
Group #1	[ ]
Group #2	[ ]
Group #3	[ ]
Group #4	[ ]
Group #5	[ ]
Average of best 4 groups:	[ ]

Factor #7 - Test Barrel Accuracy (4" Test Barrel, 1:10" twist at 50 meters).	
Note: If Offeror does not have access to 50m range, please provide group sizes at either 25yd or 50yd and clearly identify the distance used.	
Group #	Group Size (in.)
Group #1	[ ]
Group #2	[ ]
Average Group Size:	[ ]

Factor #8 - Instrumental Velocity (4" Test Barrel, 1:10" twist @ 15 feet).	
Average Velocity (20 rounds):	[ ] fps
High Velocity:	[ ] fps
Low Velocity:	[ ] fps
Extreme Spread:	[ ] fps

Phase II, Factor 9 (Muzzle Flash), Factor 10 (Quality Control), Factor 11 (Cleanliness) and Factor 12 (Frangibility) were intentionally left off of this Manufacturer Test Data Sheet.

Phase III Test Data: While the FBI will independently conduct Phase III testing, Offerors shall report their Pressure test results (as outlined in Section J, Attachment 3 and Section L.6).

SAAMI Pressure Test (ambient temp.)	
Average Chamber Pressure (10 rounds):	[ ] psi
Max Chamber Pressure:	[ ] psi

Environmental Pressure Test (+140F / -40F)	
High Temp. - Average Chamber Pressure (10 rounds):	[ ] psi
High Temp. - Max Chamber Pressure:	[ ] psi
Low Temp. - Average Chamber Pressure (10 rounds):	[ ] psi
Low Temp. - Max Chamber Pressure:	[ ] psi

End 9mm Luger **SERVICE (Full-Size)** Ammunition Data Sheet

MANUFACTURER TEST DATA SHEET(S)  
9mm Luger **SERVICE (Micro)** Ammunition

General Information	
Manufacturer:	[ ]
Principal Technical Contact:	[ ]
Telephone:	[ ]
Email & mailing address:	[ ]
Product name:	[ ]
Product Order/Part #:	[ ]
Rounds per box:	[ ]
Boxes per case:	[ ]
Projectile weight:	[ ]
Projectile composition:	[ ]
Ballistic Coefficient:	[ ]
Sectional Density:	[ ]
LOT/DAY CODE numbers:	[ ]
Meaning of characters in LOT/DAY CODE numbers:	[ ]

Component Compositions			
ITEM	MANUFACTURER	TYPE	
Projectile:	[ ]	[ ]	
Case mouth Sealant:	[ ]	[ ]	
Case:	[ ]	[ ]	
Primer:	[ ]	[ ]	
Primer Sealant:	[ ]	[ ]	
Propellant (product name):	[ ]	[ ]	
Headstamp marking:	[ ]		
Headstamp meaning:	[ ]		
Material Safety Data sheets attached:		Yes [ ] or No [ ]	
Production group size standard measured at 25 yards from a test barrel:		[0.0] inches	# of rounds fired: [ ]
Recommended velocity window for optimal terminal performance:		Minimum: [ ] fps	Maximum: [ ] fps

Exterior ballistics data based on manufacturer's averages - Glock 43X, 25 yard zero			
Distance	Velocity (fps)	Energy (ft lbs.)	Trajectory (in.)
Muzzle	[ ]	[ ]	[ ]
5 yards	[ ]	[ ]	[ ]
10 yards	[ ]	[ ]	[ ]
15 yards	[ ]	[ ]	[ ]
25 yards	[ ]	[ ]	[ ]
50 yards	[ ]	[ ]	[ ]
Maximum Range: [ ] yards @ [ ] degree angle			

Instrumental (15') Velocity Parameters - Target Velocity/Acceptable Velocity Data			
Expected Average Velocity: [ ] fps	Acceptable Minimum Velocity: [ ] fps	Acceptable Maximum Velocity: [ ] fps	Acceptable Extreme Spread: [ ] fps

**Phase II Test Data: While the FBI will independently conduct all Phase II testing, Offerors shall report results of their in-house testing.**

Factor #1 - Velocity in FBI Handgun (fired from Glock 43X or similar, measured 15' from muzzle)	
Average Velocity for 20 rounds:	[ ] fps
Meets Offeror's specified velocity window for optimal terminal performance (Section J, Attachment 4, page 1):	Yes [ ] No [ ]

Factor #2 - Body Armor Penetration (fired from Glock 17M or similar)	
Penetrated FBI <b>NIJ Level II</b> body armor (or equivalent) :	Yes [ ] No [ ]
Make and model of <b>NIJ Level II</b> body armor shot :	[ ]

Factor #3 - Power Factor (fired from a Glock 43X or similar)	
Average Velocity (20 rounds):	[ ] fps
Projectile Grain Weight:	[ ] grains
Power Factor (as calculated under S.O.W. C.3.4):	[ ]

Factor #4 - Immersion in Water (fired from Glock 43X or similar)	
Time submerged:	[ ]
Fired all 20 rounds?	Yes [ ] No [ ]
Average Velocity (20 rounds, wet)	[ ] fps
Average Velocity - Dry (from Factor 1)	[ ] fps
Difference in Average Velocity	[ ] fps

Factor #5 - Penetration (3.41" Test Barrel, Glock 43X or Similar)				
Test Event	Avg. Penetration (in.)	Standard Deviation	Avg. Expansion (in.)	Avg. Retained Weight (gr.)
Bare gelatin	[ ]	[ ]	[ ]	[ ]
Heavy clothing	[ ]	[ ]	[ ]	[ ]
Steel	[ ]	[ ]	[ ]	[ ]
Wallboard	[ ]	[ ]	[ ]	[ ]
Plywood	[ ]	[ ]	[ ]	[ ]
Automobile glass	[ ]	[ ]	[ ]	[ ]
Overall Average (avg of all 30 rounds, not average of averages)	[ ]	[ ]	[ ]	[ ]
Total # of shots < 12":			[ ]	
Factor #5 Penetration Calculations (see Section M.3.5, Test Event #5 for scoring calculations)				
Average Penetration (in.):			[ ] = [ ] points	

Standard Deviation:	[ ] = [ ] points
Avg. Penetration points x Avg. Std. Deviation points	[ ] points
Average Expansion:	[ ] = [ ] points
Average Retained Weight Percentage:	[ ] = [ ] points
Shots less than 12":	[ ] = [ ] points
Penetration Score:	[ ] points
Penetration Score x Priority Factor of 50:	[ ] points

**Factor #6 - Glock Barrel / Wiseman Accuracy (fired from Glock 43X or equivalent pistol barrel, measured at 25 meters / yards).**

Group #	Group Size (in.) @ 25 yards [ ] / meters [ ]
Group #1	[ ]
Group #2	[ ]
Group #3	[ ]
Group #4	[ ]
Group #5	[ ]
Average of best 4 groups:	[ ]

**Factor #7 - Test Barrel Accuracy (3.41" Test Barrel, 1:10" twist at 50 meters).**

*Note: If Offeror does not have access to 50m range, please provide group sizes at either 25yd or 50yd and clearly identify the distance used.*

Group #	Group Size (in.)
Group #1	[ ]
Group #2	[ ]
Average Group Size:	[ ]

**Factor #8 - Instrumental Velocity (3.41" Test Barrel, 1:10" twist @ 15 feet).**

Average Velocity (20 rounds):	[ ] fps
High Velocity:	[ ] fps
Low Velocity:	[ ] fps
Extreme Spread:	[ ] fps

**Phase II, Factor 9 (Muzzle Flash), Factor 10 (Quality Control), Factor 11 (Cleanliness) and Factor 12 (Frangibility) were intentionally left off of this Manufacturer Test Data Sheet.**

**Phase III Test Data: While the FBI will independently conduct Phase III testing, Offerors shall report their Pressure test results (as outlined in Section J, Attachment 3 and Section L.6).**

SAAMI Pressure Test (ambient temp.)	
Average Chamber Pressure (10 rounds):	[ ] psi
Max Chamber Pressure:	[ ] psi

Environmental Pressure Test (+140F / -40F)	
High Temp. - Average Chamber Pressure (10 rounds):	[ ] psi
High Temp. - Max Chamber Pressure:	[ ] psi
Low Temp. - Average Chamber Pressure (10 rounds):	[ ] psi
Low Temp. - Max Chamber Pressure:	[ ] psi

End 9mm Luger **SERVICE (Micro)** Ammunition Data Sheet

MANUFACTURER TEST DATA SHEET(S)  
9mm Luger **TRAINING REDUCED-LEAD** Ammunition

General Information	
Manufacturer:	[ ]
Principal Technical Contact:	[ ]
Telephone:	[ ]
Email & mailing address:	[ ]
Product name:	[ ]
Product Order/Part #:	[ ]
Rounds per box:	[ ]
Boxes per case:	[ ]
Projectile weight:	[ ]
Projectile composition:	[ ]
Ballistic Coefficient:	[ ]
Sectional Density:	[ ]
LOT/DAY CODE numbers:	[ ]
Meaning of characters in LOT/DAY CODE numbers:	[ ]

Component Compositions			
ITEM	MANUFACTURER	TYPE	
Projectile:	[ ]	[ ]	
Case mouth Sealant:	[ ]	[ ]	
Case:	[ ]	[ ]	
Primer:	[ ]	[ ]	
Primer Sealant:	[ ]	[ ]	
Propellant (product name):	[ ]	[ ]	
Headstamp marking:	[ ]		
Headstamp meaning:	[ ]		
Material Safety Data sheets attached:		Yes [ ] or No [ ]	
Production group size standard measured at 25 yards from a test barrel:		[0.0] inches	# of rounds fired: [ ]
Recommended velocity window for optimal terminal performance:		Minimum: [ ] fps	Maximum: [ ] fps

Exterior ballistics data based on manufacturer's averages - Glock 19, 25 yard zero			
Distance	Velocity (fps)	Energy (ft lbs.)	Trajectory (in.)
Muzzle	[ ]	[ ]	[ ]
5 yards	[ ]	[ ]	[ ]
10 yards	[ ]	[ ]	[ ]
15 yards	[ ]	[ ]	[ ]
25 yards	[ ]	[ ]	[ ]
50 yards	[ ]	[ ]	[ ]
Maximum Range: [ ] yards @ [ ] degree angle			

Instrumental (15') Velocity Parameters - Target Velocity/Acceptable Velocity Data			
Expected Average Velocity: [ ] fps	Acceptable Minimum Velocity: [ ] fps	Acceptable Maximum Velocity: [ ] fps	Acceptable Extreme Spread: [ ] fps

**Phase II Test Data: While the FBI will independently conduct all Phase II testing, Offerors shall report results of their in-house testing.**

**Phase II, Factor 1 (Velocity in FBI Handgun) was intentionally left off of this Manufacturer Test Data Sheet.**

Factor #2 - Body Armor Penetration (fired from Glock 17M or similar)	
Penetrated FBI <b>NIJ Level II</b> body armor (or equivalent) :	Yes [ ] No [ ]
Make and model of <b>NIJ Level II</b> body armor shot :	[ ]

Factor #3 - Power Factor (fired from a Glock 19M or similar)	
Average Velocity (20 rounds):	[ ] fps
Projectile Grain Weight:	[ ] grains
Power Factor (as calculated under S.O.W. C.3.4):	[ ]

**Phase II, Factor 4 (Immersion in Water) and Factor 5 (Penetration) were intentionally left off of this Manufacturer Test Data Sheet.**

Factor #6 - Glock Barrel / Wiseman Accuracy (fired from Glock 19M or equivalent pistol barrel, measured at 25 meters / yards).	
Group #	Group Size (in.) @ 25 yards [ ] / meters [ ]
Group #1	[ ]
Group #2	[ ]
Group #3	[ ]
Group #4	[ ]
Group #5	[ ]
Average of best 4 groups:	[ ]

Factor #7 - Test Barrel Accuracy (4" Test Barrel, 1:10" twist at 50 meters).	
<i>Note: If Offeror does not have access to 50m range, please provide group sizes at either 25yd or 50yd and clearly identify the distance used.</i>	
Group #	Group Size (in.)
Group #1	[ ]
Group #2	[ ]
Average Group Size:	[ ]



Factor #8 - Instrumental Velocity (4" Test Barrel, 1:10" twist @ 15 feet).	
Average Velocity (20 rounds):	[ ] fps
High Velocity:	[ ] fps
Low Velocity:	[ ] fps
Extreme Spread:	[ ] fps

Phase II, Factor 9 (Muzzle Flash), Factor 10 (Quality Control), Factor 11 (Cleanliness) and Factor 12 (Frangibility) were intentionally left off of this Manufacturer Test Data Sheet.

Phase III Test Data: While the FBI will independently conduct Phase III testing, Offerors shall report their Pressure test results (as outlined in Section J, Attachment 3 and Section L.6).

SAAMI Pressure Test (ambient temp.)	
Average Chamber Pressure (10 rounds):	[ ] psi
Max Chamber Pressure:	[ ] psi

Environmental Pressure Test (+140F / -40F)	
High Temp. - Average Chamber Pressure (10 rounds):	[ ] psi
High Temp. - Max Chamber Pressure:	[ ] psi
Low Temp. - Average Chamber Pressure (10 rounds):	[ ] psi
Low Temp. - Max Chamber Pressure:	[ ] psi

End 9mm Luger **TRAINING REDUCED-LEAD** Ammunition Data Sheet

MANUFACTURER TEST DATA SHEET(S)  
9mm Luger **FRANGIBLE** Ammunition

General Information	
Manufacturer:	[ ]
Principal Technical Contact:	[ ]
Telephone:	[ ]
Email & mailing address:	[ ]
Product name:	[ ]
Product Order/Part #:	[ ]
Rounds per box:	[ ]
Boxes per case:	[ ]
Projectile weight:	[ ]
Projectile composition:	[ ]
Ballistic Coefficient:	[ ]
Sectional Density:	[ ]
LOT/DAY CODE numbers:	[ ]
Meaning of characters in LOT/DAY CODE numbers:	[ ]

Component Compositions			
ITEM	MANUFACTURER	TYPE	
Projectile:	[ ]	[ ]	
Case mouth Sealant:	[ ]	[ ]	
Case:	[ ]	[ ]	
Primer:	[ ]	[ ]	
Primer Sealant:	[ ]	[ ]	
Propellant (product name):	[ ]	[ ]	
Headstamp marking:	[ ]		
Headstamp meaning:	[ ]		
Material Safety Data sheets attached:		Yes [ ] or No [ ]	
Production group size standard measured at 25 yards from a test barrel:		[ 0.0 ] inches	# of rounds fired: [ ]
Recommended velocity window for optimal terminal performance:		Minimum: [ ] fps	Maximum: [ ] fps

Exterior ballistics data based on manufacturer's averages - Glock 19, 25 yard zero			
Distance	Velocity (fps)	Energy (ft lbs.)	Trajectory (in.)
Muzzle	[ ]	[ ]	[ ]
5 yards	[ ]	[ ]	[ ]
10 yards	[ ]	[ ]	[ ]
15 yards	[ ]	[ ]	[ ]
25 yards	[ ]	[ ]	[ ]
50 yards	[ ]	[ ]	[ ]
Maximum Range: [ ] yards @ [ ] degree angle			

Instrumental (15') Velocity Parameters – Target Velocity/Acceptable Velocity Data			
Expected Average Velocity: [ ] fps	Acceptable Minimum Velocity: [ ] fps	Acceptable Maximum Velocity: [ ] fps	Acceptable Extreme Spread: [ ] fps

**Phase II Test Data: While the FBI will independently conduct all Phase II testing, Offerors shall report results of their in-house testing.**

**Phase II, Factor 1 (Velocity in FBI Handgun) was intentionally left off of this Manufacturer Test Data Sheet.**

Factor #2 - Body Armor Penetration (fired from Glock 17M or similar)	
Penetrated FBI NIJ Level II body armor (or equivalent) :	Yes [ ] No [ ]
Make and model of NIJ Level II body armor shot :	[ ]

Factor #3 - Power Factor (fired from a Glock 19M or similar)	
Average Velocity (20 rounds):	[ ] fps
Projectile Grain Weight:	[ ] grains
Power Factor (as calculated under S.O.W. C.3.4):	[ ]

**Phase II, Factor 4 (Immersion in Water) and Factor 5 (Penetration) were intentionally left off of this Manufacturer Test Data Sheet.**

Factor #6 - Glock Barrel / Wiseman Accuracy (fired from Glock 19M or equivalent pistol barrel, measured at 25 meters / yards).	
Group #	Group Size (in.) @ 25 meters [ ] / yards [ ]
Group #1	[ ]
Group #2	[ ]
Group #3	[ ]
Group #4	[ ]
Group #5	[ ]
Average of best 4 groups:	[ ]

Factor #7 - Test Barrel Accuracy (4" Test Barrel, 1:10" twist at 25 meters).	
Note: If Offeror does not have access to 25m range, please provide group sizes at 25yd and clearly identify the distance used.	
Group #	Group Size (in.)
Group #1	[ ]
Group #2	[ ]
Average Group Size:	[ ]

Factor #8 - Instrumental Velocity (4" Test Barrel, 1:10" twist @ 15 feet).	
Average Velocity (20 rounds):	[ ] fps
High Velocity:	[ ] fps
Low Velocity:	[ ] fps
Extreme Spread:	[ ] fps

Phase II, Factor 9 (Muzzle Flash), Factor 10 (Quality Control), and Factor 11 (Cleanliness) were intentionally left off of this Manufacturer Test Data Sheet.

Factor #15 - Frangibility (25 rounds onto AR400 @ 10')	
Number of perforations on cardboard witness panel:	[ ] perforations
Depth of dimpling on AR400 steel:	[ ] inches

Phase III Test Data: While the FBI will independently conduct Phase III testing, Offerors shall report their Pressure test results (as outlined in Section J, Attachment 3 and Section L.6).

SAAMI Pressure Test (ambient temperature)	
Average Chamber Pressure (10 rounds):	[ ] psi
Max Chamber Pressure:	[ ] psi

Environmental Pressure Test (+140F / -40F)	
High Temp. - Average Chamber Pressure (10 rounds):	[ ] psi
High Temp. - Max Chamber Pressure:	[ ] psi
Low Temp. - Average Chamber Pressure (10 rounds):	[ ] psi
Low Temp. - Max Chamber Pressure:	[ ] psi

End 9mm Luger **FRANGIBLE** Ammunition Data Sheet

## PART IV – REPRESENTATIONS AND INSTRUCTIONS

### SECTION K–REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

#### K.1 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

## **K.2 52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)**

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including option), the Offeror shall certify that, to the best of its knowledge and belief, it—

(1) Has ☐ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not ☐ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not ☐, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not

in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

**K.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERICAL ITEMS (JAN 2017)**

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <http://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision--

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women

who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (v) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (vi) The Family and Medical Leave Act; and
- (vii) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;

(4) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

- (i) Section 503 of the Rehabilitation Act of 1973;
- (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
- (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(5) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(6) Equal Employment Opportunity Commission (EEOC) for--



- (i) Title VII of the Civil Rights Act of 1964;
- (ii) The Americans with Disabilities Act of 1990;
- (iii) The Age Discrimination in Employment Act of 1967; and
- (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.

- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

**Note to paragraph (a):** By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or

updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products



those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

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[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these

employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements

described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:\_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_



(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The offeror represents that—

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:\_\_\_\_\_

Immediate owner legal name:\_\_\_\_\_

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:\_\_\_\_\_

Highest level owner legal name:\_\_\_\_\_

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the

authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code \_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_.  
(Do not use a “doing business as” name).

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked ``does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

☐ (i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

☐ (ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance

with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

**Note to paragraph (s):** By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law

enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

**K.4 52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS – REPRESENTATION (DEC 2016)**

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) Representation. [*Offeror is to check applicable blocks in paragraphs (b)(1) and (2).*]

(1) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked “does” in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(End of provision)

[End of Section]

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### **L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es):

<https://www.acquisition.gov/far/>

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	TITLE	DATE
52.204-22	ALTERNATE LINE ITEM PROPOSAL	JAN 2017
52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	JAN 2017
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	JAN 2004
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.225-25	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN - CERTIFICATION	DEC 2012

(End of Provision)

### **L.2 52.216-1 TYPE OF CONTRACT (APR 1984)**

The contract will be structured as fixed price, indefinite-delivery indefinite-quantity type contract.

(End of Provision)

### **L.3 52.233-2 SERVICE OF PROTEST (SEPT 2006)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Wendall A. Watts  
U.S. Department of Justice  
Federal Bureau of Investigation  
4942 Fowler Road  
IOB Building  
Redstone Arsenal, AL 35898



(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

**L.4 JAR 2852.233-70 PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF JUSTICE (JAN 1998)**

(a) The following definitions apply in this provision:

- (1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.
- (2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.
- (3) "Interested Party" means an actual or prospective Offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(b) A protest filed directly with the Department of Justice must:

- (1) Indicate that it is a protest to the agency.
- (2) Be filed with the Contracting Officer.
- (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d)(2):
  - (i) Name, address, fax number and telephone number of the protestor.
  - (ii) Solicitation or contract number.
  - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
  - (iv) Copies of relevant documents.
  - (v) Request for a ruling by the agency.
  - (vi) Statement as to the form of relief requested.
  - (vii) All information establishing the timeliness of the protest.

(c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.

(d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.

(e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in

support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

(f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.

(g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

(h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protester for any legal fees related to the agency protest.

(i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.

(k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.

(End of Provision)

## **L.5 GENERAL INSTRUCTIONS FOR PREPARING PROPOSALS**

This section specifies the minimum requirements for a proposal. A complete proposal shall consist of:

Volume #1: Technical Proposal

Volume #2: Price Proposal

Volume #3: Past Performance Information

Volume #4: Ammunition Samples

Each proposal shall provide full, accurate, and complete information in order to facilitate a thorough and timely evaluation. It is preferred that Volume #1 (Technical Proposal) have an index and tabs which identify content separating each section.

### **EXCEPTIONS, ASSUMPTIONS, AND DEVIATIONS**

The Offeror shall describe in detail any exceptions, assumptions, or deviations taken to the

terms and conditions of the solicitation. Said Exceptions, Assumptions and Deviations must be placed at the front of each applicable volume. Any such exceptions, assumptions, or deviations shall contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be explained for each exception or deviation taken. Such exceptions, assumptions or deviations will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions, assumptions, or deviations, or one or more significant exceptions, assumptions, or deviations that do not provide benefit to the Government may, however, result in rejection of the proposal as unacceptable.

#### **L.6 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME #1 TECHNICAL PROPOSAL**

The Technical Proposal shall consist of the Offeror's approach in accomplishing the program objectives stated in the Statement of Work. At a minimum, the Offeror shall discuss and/or provide verification of the following items:

1. Company background (i.e., capability to fulfill requirement)
2. List of key personnel and relevant expertise
3. Information on innovative technology (cartridge design and/or production capability)
4. Description of facility
5. Certification that the ammunition is manufactured at the vendor's facility
6. Copy of liability insurance
7. Data sheets and detailed drawings of the product
8. Warranties
9. Manufacturer Test Data sheets submitted on Government supplied forms under Section J, Attachment 4. Manufacturer Test Data sheets shall be completed by the Offeror.
10. Pressure test documentation including: SAAMI pressure test results for ten (10) shots; environmental pressure test results for ten (10) shots at high temperature (+140F) and ten (10) shots at low temperature (-40F); and letter certifying compliance with pressure test limitations as outlined in Section M.3.6.

#### **L.7 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME #2 PRICE PROPOSAL AND OTHER DOCUMENTS**

The price proposal volume consists of the actual offer to enter into a contract to perform the desired work. It also includes other information such as required representations and certifications, other statements made by the Offeror, and any other administrative information.

The following documents should be completed and included with the price proposal volume:

- 1) Signed Cover Page (provided with prospective Offeror letter) by an individual authorized to bind the organization.
- 2) Certification of an active registration in the System for Award Management (SAM) database and Online Representations & Certifications Application (ORCA).
- 3) Certification regarding tax matters, refer to K.2.
- 4) Signed original of an Amendment to the solicitation, if applicable.

Pricing is to be submitted using the price matrix sheets provided under Section J; List of Attachments, Attachment 1; no other pricing format, form, or notations will be accepted.

#### **L.8 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME #3 PAST PERFORMANCE**

The past performance proposal serves to share information regarding the quality of an Offeror's past performance and the extent of an Offeror's experience performing the required work. The Offeror shall forward a copy of the past performance questionnaire, located in Section J, Lists of Attachments, Attachment 2, to three (3) references.

References should be associated with either current contracts or contracts performed within the past three years that are similar to this requirement in scope, size, and complexity. If possible, references should come from the law enforcement community. Do not forward questionnaire to FBI personnel; internal performance reports are accessible to evaluators.

Clear instructions shall be provided to the references requesting the completed form be sent directly to the attention of the Contracting Officer. It is imperative that the references have the past performance questionnaire completed and returned by the proposal deadline. The completed questionnaires may be returned electronically.

Point of contact information:

Nell L. Hitchye  
Contracting Officer  
Federal Bureau of Investigation  
Email: [elhitchye@fbi.gov](mailto:elhitchye@fbi.gov)

The Offeror shall provide in its proposal, a list of references that were requested to respond to the past performance questionnaire along with point of contact information (name, email address, phone number). The Contracting Officer will make one attempt to contact the reference(s) that did not return the past performance questionnaire by the deadline. Ratings on past performance can only be given on the responses received. An Offeror without any past performance information will receive a neutral rating.

The Government reserves the right to consider any additional past performance information beyond what the offeror supplies in Volume 3, if those efforts performed for other agencies of the Federal, state, or local governments as well as commercial customers is deemed relevant.

The assessment of past performance will be used as one means of evaluating the credibility of the Offeror's technical proposal. A record of marginal and unacceptable past performance may be considered an indication that the current offer may be less than reliable and pose a high risk to the Government. Such an indication may be reflected in the Government's overall best value assessment of the Offeror's proposal.

#### **L.9 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME #4 AMMUNITION SAMPLES**

Samples shall be delivered in quantities outlined under Section M.2.1, Evaluation of Technical Proposals, Ammunition Samples Required. Hand deliveries will not be accepted.

#### **L.10 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

Proposals shall be submitted in accordance with FAR 52.212-1, Instructions to Offerors – Commercial Items (June 2008) and the instructions listed in Section L of this solicitation.

Volume 1 (Technical Proposal) shall be submitted as an original and one (1) copy. Volume 2 (Price Proposal) shall be submitted as an original only. Volume 3 (Past Performance Proposal) shall be submitted as an original only. Volume 4 consists of Ammunition Samples.

Offerors shall submit Volume 1 (original), Volume 2, and Volume 3 of the proposal in the required format to:

FEDERAL BUREAU OF INVESTIGATION  
ATTN: NELL L. HITCHYE  
CONTRACTING OFFICER  
4942 FOWLER ROAD  
IOB BUILDING  
REDSTONE ARSENAL, AL 35898

**Proposals must be received by 2:00 PM/CT on Friday, June 25, 2021.**

**Hand deliveries will not be accepted.**

Offerors shall submit Volume 1 (copy) and Volume 4 (Ammunition Samples) to:

FEDERAL BUREAU OF INVESTIGATION  
BALLISTIC RESEARCH FACILITY  
ATTN: Scott Patterson  
4942 FOWLER ROAD  
BUILDING #6315  
REDSTONE ARSENAL, AL 35898  
**RFP-DSU0001921**

**Proposals must be received by 2:00 PM/CT on Friday, June 25, 2021.**

**Hand deliveries will not be accepted.**

Any questions pertaining to this solicitation are due **by Wednesday, 19 May 2021, 3:00 PM Central Time.**

Questions shall be submitted in writing, via email, to the attention of Nell L. Hitchye at [elhitchye@fbi.gov](mailto:elhitchye@fbi.gov).

[End of Section]

## SECTION M – EVALUATION FACTORS FOR AWARD

### **M.1 52.212-2 EVALUATION – COMMERCIAL ITEMS (OCT 2014)**

(a) The Government intends to award a primary and secondary contract for each ammunition type requested. Up to eight (8) IDIQs could be awarded under this single solicitation with a vendor being awarded as a primary and secondary on various ammunition types. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical

Past Performance

Price

Technical is more important than past performance; past performance is more important than price; when combined, technical and past performance are significantly more important than price.

The Government anticipates award without discussions. If discussions are conducted, they will occur at the time and place designated by the Government. Following the completion of discussions, the Offeror shall submit a revised final proposal, as directed by the Government. The revised final proposal shall reflect the Offeror's final proposal revisions regarding technical and price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), unless a written notice of withdrawal is received before award.

(End of Provision)

### **M.2 EVALUATION CRITERIA**

#### **M.2.1 Evaluation of Technical Proposal and Samples**

**OFFERORS ARE ADVISED TO CLOSELY READ THE INFORMATION SET FORTH BELOW  
PRIOR TO PREPARATION OF A TECHNICAL PROPOSAL**

The Technical Proposal and Samples shall be evaluated to determine whether the Offeror has the capability to satisfy the requirements as described in the solicitation.

Evaluations will consist of a three-phase process (Phase I, II, and III). Any requested documentation that is not included with the original submission may disqualify the manufacturer from further consideration.

**PHASE I**

Review of the Offeror's Technical Proposal  
Physical Inspection for SAAMI Compliance  
Past Performance Review  
Price Reasonableness Review

**PHASE II**

Ballistic Research Facility Evaluations

**PHASE III**

Functional Reliability  
Pressure Evaluation

This section requires FBI generated forms to be used for submission of Offeror's data. These forms must be used for all submissions and may be reproduced, as necessary. All Manufacturer Data Sheets can be located under Section J, Attachment 4.

**Ammunition Samples Required**

Each Offeror is required to supply 2,000 rounds per submission which will encompass both Phase I and Phase II evaluations. Each submission shall be from a single LOT/DAY CODE.

Offerors are limited to the following number of submissions per category:

**Service (Full-size):** Offerors are limited to no more than two submissions in this category. If an Offeror makes two Service (Full-size) submissions, the projectile in each submission must be substantially different. For this purpose, substantially different includes different designs (e.g. bonded vs. monolithic) or the same projectile design submitted in different bullet weights (e.g. 124 grain vs. 147 grain). The same projectile submitted in two different velocity ranges will not be accepted.

**Service (Micro):** Offerors are limited to one submission in this category. Note: Offerors may submit the same round for Service (Micro) as they submitted for Service (Full-size).

**Training Reduced-Lead:** Offerors are limited to one submission in this category.

**Frangible:** Offerors are limited to one submission in this category.



Offerors are not required to submit for all four categories.

Government requires all ammunition submitted in response to this solicitation be produced on the commercial production equipment which would be used to produce future ammunition orders, if awarded a contract.

At the conclusion of Phase II testing, the two submissions from each category [e.g. Service (Full-size), Service (Micro), Training Reduced-Lead and Frangible] with the highest point total will advance to Phase III testing.

Upon selection to participate in Phase III, Offerors supplying samples for Service (Full-size), Service (Micro), and Training Reduced-Lead shall provide an additional 10,000 rounds for each submission. Offerors supplying samples for Frangible shall provide an additional 5,000 rounds of each submission. This additional ammunition shall be from the same LOT/DAY CODE as delivered for Phase I and Phase II evaluations.

Note: The Government understands that there is no industry accepted standard for Lot/Day codes. It is the intent of this requirement to obtain samples that are the same as/consistent with the original 2,000 round sample.

Delivery of the Phase III ammunition samples (10,000/5,000 rounds) shall be received within 10 business days of notification by the Contracting Officer of selection to Phase III testing.

FBI test data of the awarded **Service (Full-size)** and **Service (Micro)** submissions will be placed into the standard FBI ammunition test database and disseminated according to current dissemination rules.

### **M.2.2 Evaluation of Price**

The totals entered in the Offeror's proposal Price Matrix shall be the basis of evaluation. Offerors are not required to submit in each of the four (4) categories [Service (Full-size), Service (Micro), Training Reduced Lead, and Frangible]. The Government will accept an offer for one, or more, of the required items. Offers that do not contain all ammunition categories shall clearly mark on the price matrix "no bid" for those line items. Line items left blank may be viewed as "Non-Responsive." Any proposed line item that does not offer a price for the base and four option periods may not be eligible for an award. An Offeror who does not offer reasonable pricing for required items will not advance beyond Phase I of the technical evaluation.

### **M.2.3 Past Performance**

The Government may assess offeror-supplied information as well as Government supplied information. Specifically, the Government will evaluate performance under other contracts of similar size and scope including adherence to contract terms and conditions, professionalism and customer satisfaction. If an offeror does not have past performance information, they shall receive a "neutral" rating. An Offeror who does not demonstrate

satisfactory past performance will not advance beyond Phase I of the technical evaluation.

#### **M.2.4 PHASE I**

Phase I shall consist of a review of the written technical proposal, SAAMI compliance, a review of past performance, and a review of price reasonableness. The following pass or fail methodology will be used and illustrates to what degree the Offeror's technical proposal and samples meet the evaluation criteria:

##### **1. Technical Proposal – (Pass/Fail)**

Data submitted for Volume #1 Technical Proposal must be complete. Section L.6 of this solicitation documents a checklist of required data for the Technical Proposal.

The Technical Evaluation Board will review the pressure test data included in Volume #1 Technical Proposal. Submitted results of the SAAMI Pressure and Environmental Pressure (+140F / -40F) tests will be reviewed to ensure that the samples meet the requirements specified in Section C.4.6. Any submission that fails to meet the pressure requirements outlined in Section C.4.6 will be eliminated from further consideration.

##### **2. SAAMI Compliance to Dimensional Specifications – (Pass/Fail)**

Ammunition samples will be inspected for compliance with dimensional specifications in accordance with the recommended specifications of SAAMI. This will be done by randomly selecting 100 cartridges and physically inspecting them for compliance. If any of the randomly selected 100 cartridges is found to be out of SAAMI specification, the proposal will be eliminated from further consideration.

##### **3. Past Performance (Pass/Fail or Neutral Rating)**

Past Performance will be evaluated to determine if the Offeror has demonstrated experience in managing three (3) similar contracts in the past five (5) years similar to scope, magnitude, complexity of this effort.

The Government will evaluate past performance of the Offeror. The Government will consider the recency and relevance of the information, context of the data and general trends in contractor performance. Each Offeror will be rated on its own performance, if relevant.

The Government reserves the right to use past performance information obtained from sources other than those identified by the Offeror.

If the Government does not obtain past performance information and cannot establish a past performance record for the offeror through other sources, past performance will be rated neither favorably nor unfavorably. If this is the case, then the past performance factor will be considered "neutral".

Definitions for the ratings are as follows:



specified window of optimal terminal performance will be eliminated from further consideration.

**Service (Micro):** Twenty (20) rounds of each submission will be fired in a Glock 43X to determine if the average instrumental velocity falls within the Offeror's specified window of optimal terminal performance<sup>9</sup>. Any service submission which fails to meet the Offeror's specified window of optimal terminal performance will be eliminated from further consideration.

## **2. Body Armor Penetration – All samples (Pass/Fail)**

One (1) round from each submission will be fired into the FBI's current issue low-visibility body armor (Tyr Tactical ULVCT, NIJ Level II) armor using a Glock 17M. The body armor will be secured to a validated block of ballistic gelatin with the muzzle of the weapon touching the body armor such that the bullet impact is approximately 90 degrees to the armor. Any penetration of the projectile, or a portion of the projectile, into the ballistic gelatin will constitute a failure and the sample will be eliminated from further consideration.

## **3. Power Factor – All samples (Pass/Fail)**

**Service (Full-size), Training Reduced-Lead and Frangible:** Twenty (20) rounds will be fired in a Glock 19M. The average instrumental velocity of the twenty rounds will be calculated and used to determine the power factor.

Any submission which exceeds the specified power factor of **160** will be eliminated from further consideration.

**Service (Micro):** Twenty (20) rounds will be fired in a Glock 43X. The average instrumental velocity of the twenty rounds will be calculated and used to determine the power factor.

Any submission which exceeds the specified power factor of **160** will be eliminated from further consideration.

## **4. Sustained Immersion in Water - Service (Full-size) and Service (Micro) (Pass/Fail)**

Twenty (20) rounds of each **Service (Full-size)** and **Service (Micro)** sample will be immersed to a depth of 24" in a container of tap water at room temperature. The sample will be submerged for a period of time between 8 and 12 hours. The ammunition will thereafter be fired for the purpose of determining the integrity of the sealants and must meet the following standards:

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<sup>9</sup> Ibid.

a) The average velocity of the immersed twenty round sample must be within **50 fps** (+/-) of the average velocity calculated from Phase II, Test 3 (Power Factor) using the same weapons (Glock 19M and Glock 43X).

b) Each of the immersed 20 round sample must function the weapon as designed. Firing will be executed two-handed, standing.

*REMEDIATION: If a sample submission fails the immersion in water, the Contracting Officer will notify the offeror of the failure and details concerning the failure. The failing samples will be returned to the offeror for analysis. Upon receipt of the failed samples, the offeror will have five (5) calendar days to provide an analysis of the failure and an additional ten (10) calendar days to provide new ammunition for testing which is identical to the original submission but capable of passing this portion of the test. Any resubmitted ammunition which fails this portion of testing will constitute a failure of the assessment and the sample will be removed from further consideration.*

## **POINTS ACCUMULATION (EVALUATION FACTORS 5 - 12)**

### **5. Penetration - Service (Full-size) and Service (Micro)**

Total Possible: 500

Priority Factor: 50

Service ammunition will undergo a comparative ballistic gelatin evaluation measuring depth of penetration, retained bullet weight, expansion, and the total number of shots under 12 inches. The purpose of the test protocol is to evaluate the terminal performance of the sample service ammunition into bare gelatin and into gelatin after defeating the intervening barriers outlined hereafter.

**Service (Full-size)** penetration testing is performed with a 4", 1:10 twist test barrel<sup>10</sup>.

**Service (Micro)** penetration testing is performed with a 3.41", 1:10 twist test barrel<sup>11</sup>.

The FBI desires that projectiles penetrate between 12 and 18 inches into ballistic gelatin and expand to an optimal diameter while retaining as much of the original weight as possible. Greater technical merit will be achieved by those samples demonstrating a consistent overall penetration average between 12 and 18 inches with the lowest standard deviation.

The test media used by the FBI is nominal 10 percent ballistic gelatin (Great Lakes 250-A), mixed by weight (e.g., one pound of gelatin to nine pounds of water). The gelatin is stored at approximately 4 degrees Centigrade (39 degrees Fahrenheit).

Prior to the utilization of any block of gelatin, validation of the block will be tested to assure consistency of the gelatin mixture. This test consists of firing a .177 caliber steel sphere (BB) into the gelatin block at approximately 590 feet per second (fps) +/- 15 fps. This sphere must penetrate a minimum of 2.95 inches but no more than 3.74 inches. It should be noted

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<sup>10</sup> The test barrel will have standard rifling.

<sup>11</sup> Ibid.

that the FBI uses the term "nominal" 10% gelatin because gelatin powder has been shown to have variances in its moisture content. The FBI calibrates each barrel of gelatin powder by mixing at different ratios and choosing that ratio which provides the most consistent penetration in the desired range at the desired velocity. The FBI only utilizes validated gelatin blocks for testing.

Only those projectiles trapped in the gelatin blocks will be measured for penetration, expansion, and retained weight. Any shot resulting in a projectile not trapped in the gelatin block(s) will be re-shot and will not adversely affect the score of the test sample. If a projectile is defeated by a barrier, the shot will be scored as a zero (0). If a projectile strikes or is deflected by a test fixture, the sample will be re-shot. No more than ten (10) shots will be allowed in any individual event of the six (6) event test.

Each test event consists of five (5) shots. A new gelatin block and new test materials are used when appropriate, to maintain the integrity of the test. A complete protocol test consists of firing a minimum of thirty (30) shots. Each test event is discussed below.

Penetration is measured to the nearest 0.25 inch increment using the most substantial piece of projectile achieving the deepest penetration. This portion of the projectile is recovered, weighed, and measured for expansion by averaging its largest diameter with its smallest diameter.

*NOTE: During ballistic gelatin testing, the Ballistic Research Facility has observed projectiles which have penetrated, for example, 12.5" into gelatin; however, the projectile "rebounded" from the point of deepest penetration at times up to 1" resulting in a measurement of 11.5" – thus penalizing a projectile for a shot less than 12". Since the projectile traveled 12.5" (which is shown by the bullet path in the gelatin) but rebounded as a result of the elastic nature of ballistic gelatin, the offeror will be credited with the point of deepest penetration in the gelatin by the most substantial piece of the projectile, thus crediting the earlier referenced projectile to a full 12.5" of penetration.*

## **TEST EVENTS**

**Test Event 1 - Bare Gelatin:** The gelatin block is bare and is shot at a range of ten (10) feet, measured from the muzzle to the front of the block.

**Test Event 2 - Heavy Clothing:** The gelatin block is covered with four layers of clothing: one layer of t-shirt material; one layer of dress shirt material; one layer of Polartec 200 and one layer of denim. The block is shot at ten (10) feet, measured from the muzzle to the front of the block.

**Test Event 3 - Steel:** Two (2) six-inch pieces of 20-gauge galvanized, cold rolled steel are set three inches apart (representing an automobile door). The gelatin block is covered in light clothing<sup>12</sup> and placed eighteen (18) inches behind the rear most piece of steel. The shot is

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<sup>12</sup> Light clothing indicates the use of one layer of the above described t-shirt material and one layer of the above described dress shirt material and is used in events 3-6.

made at a distance of ten (10) feet, measured from the muzzle to the front of the block of gelatin.

**Test Event 4 - Wallboard:** Two (2) six-inch pieces of ½ inch gypsum board are set 3.5 inches apart. The gelatin block is covered with light clothing and set eighteen (18) inches behind the rear most piece of gypsum board. The shot is made at ten (10) feet, measured from the muzzle to the front of the block of gelatin.

**Test Event 5 - Plywood:** One (1) six-inch piece of 23/32 inch sanded pine plywood is used. The gelatin block is covered with light clothing and is set eighteen (18) inches behind the rear surface of the plywood. The shot is made at ten (10) feet, measured from the muzzle to the front of the block of gelatin.

**Test Event 6 - Automobile Glass:** One (1) piece of A.S.1, ¼ inch laminated automobile safety glass is tilted at an angle of 45 degrees away from the weapon and turned 15 degrees away from the line of the weapon, resulting in a compound angle of impact for the bullet upon the glass. The gelatin block is covered with light clothing and is set eighteen (18) inches behind the glass. The shot is made at ten (10) feet, measured from the muzzle to the front of the block of gelatin.

Penetration test materials list<sup>13</sup>:

- 1) T-shirt material - Sew Classic Knit Interlock Fabric Solid, (Item # 8043382 or item # 10493070). Available online from JoAnn Fabric and Craft stores, [www.joann.com](http://www.joann.com).
- 2) Dress shirt material - Symphony Broadcloth Cotton Fabric (item # 636373). Available online from JoAnn Fabric and Craft stores, [www.joann.com](http://www.joann.com).
- 3) Polartec insulation - Polartec 200 Series, Fabric Style 7614. Available online from Mill Direct Textiles, [www.milldirecttextiles.com](http://www.milldirecttextiles.com).
- 4) Denim - Sew Classics Bottom weight Fabric Blue Textured Denim 12 oz., (item# 1287929). Available from JoAnn Fabric and Craft stores, [www.joann.com](http://www.joann.com).
- 5) Gypsum board - Ultralight 1/2" x 4' x 8' gypsum board, USG Sheetrock. Available from The Home Depot, [www.homedepot.com](http://www.homedepot.com), item #14113411708.
- 6) Plywood - 23/32" x 4' x 8' BC Sanded Pine Plywood, available from The Home Depot, [www.homedepot.com](http://www.homedepot.com), item #166057.
- 7) Sheet metal - 20 gauge (.036"), Galvanized, Cold Rolled and Annealed, 2B Finish. Available from Speedy Metals – Milwaukee, 2505 South 162<sup>nd</sup> Street, New Berlin, WI 53151, telephone (262) 784-4140, [www.speedymetals.com](http://www.speedymetals.com).

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<sup>13</sup> The FBI is not endorsing any of these companies or products. Details on where to obtain the same barriers used by the FBI during testing is being provided to ensure the Offerors in-house test data can as closely as possible reflect the FBI in-house testing.

8) Automobile windshield glass – Approximately 12" x 12" panels of 1/4" Clear Laminated A.S.1 safety glass are available through Glass Distributors, Inc., 3800 Kenilworth Ave., Bladensburg, MD 20710, telephone number (301) 779-2430, [www.glassdistributorsinc.com](http://www.glassdistributorsinc.com).

9) Ballistic gelatin – Great Lakes Gelatin Co., 250 Bloom, 40 Mesh, Type A Gelatin, 253 Commerce Drive, Grayslake, IL 60030, tel. (847) 223-8141, <https://greatlakesgelatin.com>.

**Penetration calculations:**

A. Utilizing all thirty (30) test shots, an overall average penetration and standard deviation will be calculated. Points will be awarded based on the overall average penetration and standard deviation. The Penetration point value will be multiplied by the standard deviation point value. This figure is then multiplied by 0.5, representing one half of the Penetration score.

Penetration	Points
≥ 18.01"	5
16.00" – 18.00"	9
14.00" – 15.99"	10
12.00" – 13.99"	8
≤ 11.99"	1

Standard Deviation	Points
0 - 0.50	1
0.51 - 1.00	0.9
1.01 - 1.50	0.8
1.51 - 2.00	0.7
2.01 - 2.50	0.6
2.51 - 3.00	0.5
3.01 - 3.50	0.4
3.51 - 4.00	0.3
4.01 - 4.50	0.2
≥ 4.51	0.1

B. Projectiles from five (5) unfired cartridges will be pulled and weighed. An average projectile weight will be calculated. Utilizing all 30 test shots, an average retained weight will be calculated. The average retained weight will be divided by the average projectile weight in order to calculate a percentage. That percentage is awarded points based on the below table. Those points are multiplied by 0.1, representing one-tenth of the penetration score.



<b>Retained Weight (%)</b>	<b>Points</b>
98 – 100	10
96 – 97.9	9
94 – 95.9	8
92 – 93.9	7
90 – 91.9	6
88 – 89.9	5
86 – 87.9	4
84 – 85.9	3
82 – 83.9	2
80 – 81.9	1
≤ 79.9	0

C. Average bullet expansion is awarded a corresponding point value which is multiplied by 0.2, representing one-fifth of the penetration score.

<b>Expansion</b>	<b>Points</b>
≥ 0.600"	10
0.570-0.599"	9
0.540-0.569"	8
0.510-0.539"	7
0.480-0.509"	6
0.450-0.479"	5
0.420-0.449"	1
≤ 0.419"	0

D. The number of shots less than 12 inches is awarded a corresponding point value which is multiplied by 0.2, representing one-fifth of the penetration score.

<b>Number of Shots &lt; 12"</b>	<b>Points</b>
0	10
1	8
2	6
3	4
4	2
5	1
6	0
≥7	-5

The point values of penetration, retained weight, expansion and shots less than 12" (each representing 0.5, 0.1, 0.2 and 0.2, respectively, of "Penetration calculations") are combined and then multiplied by the Priority Factor of 50.

### **Example:**

Sample "Cartridge A" performed as follows for the above evaluation tests.

- |    |                             |                    |
|----|-----------------------------|--------------------|
| A. | Average penetration = 15.8" | (scores 10 points) |
|    | Standard Deviation = 1.49   | (scores .8 points) |
| B. | Retained Weight = 93%       | (scores 7 points)  |
| C. | Average Expansion = .541"   | (scores 8 points)  |
| D. | Shots <12" = 1              | (scores 8 points)  |

### **Calculation:**

- |    |                  |                      |
|----|------------------|----------------------|
| A. | 10 points x .8 = | 8 x .50 = 4.0        |
| B. | 7 points         | 7 x .10 = 0.7        |
| C. | 8 points         | 8 x .20 = 1.6        |
| D. | 8 points         | 8 x .20 = <u>1.6</u> |
|    |                  | 7.9                  |

**TOTAL 7.9 x 50 (priority factor) = 395**

Phase II, Evaluation 5 – Penetration (the “FBI Protocol”) test will be conducted twice for each Service (Full-size) and each Service (Micro) ammunition submission. An average score will be calculated from the two individual tests. That average score will stand for the submission’s overall Penetration score.

### **6. Accuracy (Glock Barrel / Wiseman Fixture) – All samples**

Total Possible: 50  
Priority Factor: 5

Accuracy of the ammunition will be evaluated when fired through a Glock 19M barrel secured in a test fixture.

**Service (Full-size) and Training Reduced-Lead:** Five (5), five shot groups will be fired in a Glock 19M barrel secured in a Wiseman pistol test fixture. The target will be placed at 50 meters. The best four (4) of the five-shot groups will be averaged.

**Service (Micro):** Five (5), five shot groups will be fired in a Glock 43X barrel secured in a Wiseman pistol test fixture. The target will be placed at 50 meters. The best four (4) of the five-shot groups will be averaged.

**Frangible:** Five (5), five shot groups will be fired in a Glock 19M barrel secured in a Wiseman pistol test fixture. The target will be placed at 25 meters. The best four (4) of the five-shot groups will be averaged.

The point value corresponding to the average group size will be multiplied by the priority factor of 5 (e.g., 10 points for group size times the priority factor of 5 equals 50 points possible).

Group Size	Points
≤ 1.00"	10
1.01 – 1.50"	9
1.51 – 2.00"	8
2.01 – 2.50"	7
2.51 – 3.00"	5
3.01 – 3.50"	3
3.51 – 4.00"	1
≥ 4.01"	0

## 7. Accuracy (Test Barrel) - All Samples

Total Possible: 50

Priority Factor: 5

Each submission will be fired for two (2) ten (10) shot groups. Each group size will be measured for extreme spread by determining the distance between the two most widely spaced bullet holes, measured from center-to-center in hundredths of an inch, utilizing an Oehler ballistics computer with optical target and paper witness targets measured by hand.<sup>14</sup> Results of the groups will be averaged.

**Service (Full-size), Service (Micro) and Training Reduced-Lead** shall be fired at 50 meters.

**Frangible** shall be fired at 25 meters.

The test barrels (as described in Phase 2, Factor 5 Penetration) will be secured in a Test Barrel Fixture<sup>15</sup>, specially designed for accuracy testing. The **Service (Full-size), Training Reduced-Lead** and **Frangible** submissions will utilize a 4", 1:10 twist test barrel. The **Service (Micro)** submission will utilize a 3.41", 1:10 twist test barrel.

The size of the two (2) ten-shot groups will be averaged (extreme spread, center-to-center). The point value corresponding to the average group size will be multiplied by the priority factor of 5 (e.g., 10 points for group size times the priority factor of 5 equals 50 points possible).

<sup>14</sup> Oehler Research Ballistic Instrumentation, Post Office Box 9135, Austin, Texas, 78766, telephone (512) 327-6900, [www.oehler-research.com](http://www.oehler-research.com).

<sup>15</sup> A test barrel and test fixture are affixed to a free-recoiling metal plate attached to two parallel, round, machined steel bars, which are bolted to a permanent concrete inertia mass.

Group Size	Points
≤ 1.00"	10
1.01 – 1.50"	9
1.51 – 2.00"	8
2.01 – 2.50"	7
2.51 – 3.00"	5
3.01 – 3.50"	3
3.51 – 4.00"	1
≥ 4.01"	0

## 8. Instrumental Velocity – All samples

Total Possible: 80

Priority Factor: 8

Each sample submission will be tested for instrumental velocity utilizing the previously mentioned test barrels. Two (2) ten-shot groups will be fired. For each ten-shot group, the following will be calculated:

- Average Velocity
- Standard Deviation
- High Velocity
- Low Velocity
- Extreme Spread

An average extreme spread ("ES") will be calculated using the ES from the two 10-shot groups. The corresponding point value will be awarded to the average ES. The point value achieved for Velocity will be multiplied by the Priority Factor of 8.

Average Extreme Spread (fps)	Points
≤ 25	10
25-40	9
41-55	8
56-70	6
71-85	4
86-100	2
≥ 101	0

## 9. Muzzle Flash - Service (Full-size) and Service (Micro)

Total Possible: 50

Priority Factor: 5

Five rounds of each **Service (Full-size)** and **Service (Micro)** submission will be fired from the previously mentioned test barrels in a darkened indoor range.

The **Service (Full-size)** submissions will utilize a 4", 1:10 twist test barrel. The **Service (Micro)** submissions will utilize a 3.41", 1:10 twist test barrel.

The muzzle flash will be recorded by use of a high-speed video camera<sup>16</sup>.

The cartridge for comparison is: **Hornady 135 grain Critical Duty, product #90115**

A muzzle flash less than or equal to that of the currently issued FBI service ammunition is desired. The point value achieved for Muzzle Flash will be multiplied by the Priority Factor of 5.

<b>Muzzle Flash compared to Current FBI Service</b>	<b>Points</b>
Less than	10
Equal to	5
Greater than	0

#### **10. Ammunition Malfunctions and Defects – All samples**

Total Possible: 40  
Priority Factor: 4

The number of incidents of ammunition malfunctions and observed defects will be recorded throughout all Phase II testing. The number of such incidents will be assigned a respective point value and multiplied by the Priority Factor of 4 (e.g., 10. Points for no ammunition malfunctions or defects, multiplied by the priority factor of 4 equals 40 points possible).

Ammunition-related malfunctions can include, but are not limited to:

- a. Failure to feed
- b. Failure to chamber
- c. Failure to lock
- d. Failure to fire
- e. Failure to unlock
- f. Failure to extract
- g. Failure to eject
- h. Failure to cock

It should be noted that malfunctions induced by the shooter, or those which are caused by a weapon failure or defect, or those that have an indeterminate cause shall not constitute an "ammunition related malfunction/defect" for purposes of this evaluation.

Ammunition related defects may include, but are not limited to the following:

- a. Deformed case
- b. Inverted primer or bullet
- c. Inert or defective primer
- d. Squib load
- e. Inconsistent bullet seating depth
- f. Inconsistent powder charge

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<sup>16</sup>Phantom V12 high speed camera. Vision Research, 100 Del Rd., Wayne, NJ 07470, tel. (973) 696-4500, [www.phantomhighspeed.com](http://www.phantomhighspeed.com)

- g. Excessive primer or bullet sealant
- h. Case not within SAAMI/NATO specifications
- i. Blown primer (excluding weapon induced failures)
- j. Insufficient neck tension

Points will be assigned based on the total number of ammunition malfunctions and defects observed. Those points are as follows:

Malfunctions or Defects	Points
0	10
1	5
≥ 2	0

The point value achieved will be multiplied by the Priority Factor of 4.

#### 11. Cleanliness, Cartridge & Weapon – All samples

Total Possible: 30

**Cleanliness of Cartridges:** The cleanliness of the unfired ammunition will be evaluated. Twenty (20) rounds will be selected for this evaluation. The rounds will be wiped with a new, clean white cloth. The cloth will be examined for discoloration, staining, foreign debris or irregularities. Points will be assigned based on the table below.

Cartridge	Points
Clean Cartridges	15
Minor Irregularities	10
Moderate Irregularities	5
Major Irregularities	0

**Cleanliness of Test Barrel:** The cleanliness of the test barrel will be examined for residual fouling after sample ammunition is fired. Starting with a clean test barrel, twenty rounds of sample ammunition will be fired. A new cleaning patch will be pushed through the chamber and barrel. The cleaning patch will be examined for discoloration, staining, foreign debris or irregularities. Points will be assigned based on the table below.

Weapon Fouling	Points
Little/No Fouling	15
Satisfactory (Some)	10
Moderate Fouling	5
Heavy Fouling	0

#### 12. Frangibility - Frangible only

Total Possible: 500  
Priority Factor: 50

The degree to which the projectile splashes back upon impact and the amount of damage to a steel target will be evaluated.

Twenty-five (25) rounds of each Frangible submission will be fired at a plate of steel with a minimum thickness of 3/8" and a minimum abrasion resistance (AR) of 400 Brinell (Rockwell C hardness of 43) at a distance of ten (10) feet.

Rounds will be fired from a 4" test barrel, 1:10" twist. Care will be taken to ensure that the rounds impact the steel at 0 degrees obliquity. These impacts will be as close to the same point as possible.

The steel will be secured within a test fixture (aluminum box) with the following inside measurements: 11.5" wide, 11.5" tall and 9" deep (nominally). The front of this test fixture will be covered with 0.1" thick corrugated cardboard as a witness panel (panel material is EC2, single flute, double wall construction).<sup>17</sup> The rear portion of this fixture will hold the previously described AR400 steel plate.

The Frangible projectile being tested should minimize fragments which splash back and perforate the cardboard witness panel. A perforation is defined as a full penetration through the witness panel. Indentations or partial penetration of the witness panel is not counted against the Offeror. Perforations will be counted, and the points attained will be multiplied by a priority factor of 25.

Perforations	Points
0	10
1-2	5
≥3	1

After the 25 rounds have been fired, the dimpling of the AR400 steel plate will be measured. Points are assigned based on the depth of the dimpling. The points attained will be multiplied by a priority factor of 25.

Dimpling	Points
< 0.010"	10
0.011" – 0.015"	8
0.016 – 0.020"	6
0.021 – 0.025"	4
0.026 – 0.030"	2
≥ 0.031"	0

The individual score for each of the tests will be combined for a Phase II overall score.

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<sup>17</sup> Witness panel is an FBI Q20 target, available from The Target Shop, LLC. [www.thetargetshop.com](http://www.thetargetshop.com), tel. 856-358-5140





awarded based on functional reliability rates observed. A sample that does not meet the minimum requirements under Phase III shall be disqualified from further consideration.

### **1. SAAMI Pressure - All samples (Pass/Fail)**

The FBI will independently confirm the Offeror-provided pressure test data.

Average chamber pressure will be determined by firing ten (10) rounds in accordance with recommended SAAMI voluntary performance standards based on the Piezoelectric Conformal Pressure Transducer system. The chamber pressure will be measured on the side wall of the case. All pressure testing must be conducted utilizing a transducer which has been calibrated according to SAAMI recommendations.

Average chamber pressure for the ten (10) rounds tested will be evaluated to determine the compliance with recommended SAAMI specifications for Maximum Probable Sample Mean not to exceed 41,500 psi. No single round shall exceed 46,800 psi (90% of the minimum proof loading of 52,000 psi).

Failure to meet the SAAMI Pressure standards will result in the elimination of the submission.

### **2. Environmental Pressure – All samples (Pass/Fail)**

The FBI will independently confirm the Offeror-provided pressure test data.

High/Low Temperature exposure:

- 1) High temperature: Ten (10) rounds from each sample will be placed in an environmental chamber set to 140 degrees F. The samples will remain in the chamber for 8 hours to 12 hours. Upon completion of the temperature exposure, each sample will be removed and immediately fired for pressure.
- 2) Low temperature: Ten (10) rounds from each sample will be placed in an environmental chamber set to -40 degrees F. The samples will remain in the chamber for 8 hours to 12 hours. Upon completion of the temperature exposure, each sample will be removed and immediately fired for pressure.

Average chamber pressure will be determined by firing ten (10) rounds from each submission in accordance with recommended SAAMI voluntary performance standards based on the Piezoelectric Conformal Pressure Transducer system. The chamber pressure will be measured on the side wall of the case. All pressure testing must be conducted utilizing a transducer which has been calibrated according to SAAMI recommendations.

**Pressure limits are modified in that no single round shall exceed 46,800 psi (90% of the minimum proof loading of 52,000 psi).**

Failure to meet the Environmental Pressure standards will result in the elimination of the submission.

### **3. Functional Reliability – All samples**

Total Possible 30

Ammunition will be fired through a sampling of FBI weapons for the purpose of evaluating the functional reliability of submitted sample ammunition. The weapons used for the functional reliability testing shall consist of weapons listed in Section C.5.1.

The shooting team shall consist of shooters selected by the FBI. The selected shooters will fire law enforcement related shooting drills.

Functional reliability testing will commence with an inspected, cleaned, and lubricated firearm. No more than 500 rounds may be fired in each weapon without the weapon being inspected, cleaned, and lubricated.

Ammunition related defects include, but are not limited to:

- a. Deformed case
- b. Inverted primer or bullet
- c. Inert or defective primer
- d. Squib load
- e. Inconsistent bullet seating depth
- f. Inconsistent powder charge
- g. An excessive residue build up in the weapon
- h. Excessive primer or bullet sealant
- i. Cartridge not within SAAMI specifications
- j. Blown primer (excluding weapon induced failures)

Malfunctions induced by the shooter or which are caused by a weapon failure or defect shall not constitute an "ammunition related malfunction/defect" for purposes of this evaluation. Malfunctions which have an undetermined cause will not constitute an "ammunition related malfunction/defect" for purposes of this evaluation.

The FBI has observed in testing some samples which demonstrate a high number of "undetermined stoppages." The FBI may use these undetermined stoppages as a consideration in the best value determination.

Ammunition-related malfunctions can include, but are not limited to:

- a. Failure to feed
- b. Failure to chamber
- c. Failure to lock
- d. Failure to fire
- e. Failure to unlock
- f. Failure to extract
- g. Failure to eject

### h. Failure to cock

Acceptable Defects / Malfunctions	Rate
Service	1:10,000
Training Reduced-Lead	1:5,000
Frangible	1:2,500

Functional Reliability points will be assigned as follows:

Rate of Defects / Malfunctions	Points
None	30
Within the acceptable range	15
Exceeds acceptable range	Eliminated

Any submission which exceeds the acceptable ammunition defect/malfunction range will be eliminated from further consideration.

Phase II overall point total shall be added to points received during Phase III for a combined final technical score.

(End Phase III Evaluations)

### **M.2.7 Evaluation of Price**

After Phase III, the Government intends to award a primary and a secondary IDIQ contract for each of the four (4) ammunition categories [e.g., Service (Full-size), Service (Micro), Training Reduced-Lead, and Frangible]. This may result in up to eight (8) separate IDIQs.

The Government intends to award the primary IDIQs to the Offeror(s) with the highest technical score and reasonable pricing for each ammunition category. The Government intends to award the secondary IDIQs to the Offeror(s) with the second highest technical score and reasonable pricing for each ammunition category.

[illegible]

[End of Section]