

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



**REQUEST FOR PROPOSAL**

**RFP-OSCU-DSU1503**

**CLASS I SEMI-AUTOMATIC PISTOL;  
CLASS II SEMI-AUTOMATIC PISTOL;  
CLASS I INERT TRAINING PISTOL;  
CLASS I "MAN MARKER" PISTOL;  
CLASS I & II REPLACEMENT PARTS**

**October 7, 2015**

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## PART I – THE SCHEDULE

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

#### B.1 DESCRIPTION OF SUPPLIES

The Government has a need for the following 9mm semi-automatic pistols, along with all associated replacement parts, in accordance with Part 12 – Commercial Items of the Federal Acquisition Regulation (FAR):

**Class I Compact Pistol:** One (1) Class I Pistol with a barrel length of no less than 3.75” and no greater than 4.25”, minimum magazine capacity of 14 rounds, night sights, six (6) magazines, FBI approved gun lock (lock approval shall be post award), operator’s manual written in English, stackable hard plastic container.

**Class II Full Size Pistol:** One (1) Class II Pistol with a barrel length of no less than 4.26” and no greater than 5.20” , minimum magazine capacity of 16 rounds, night sights, six (6) magazines, FBI approved gun lock (lock approval shall be post award), operator’s manual written in English, stackable hard plastic container.

**Class I Inert Training Pistol (a.k.a. Red Handle):** One (1) Class I Pistol, deactivated with full articulation, red frame and slide, night sights, four (4) magazines with red floor plates, FBI approved gun lock (lock approval shall be post award), operator’s manual written in English, stackable hard plastic container.

**Class I Man Marker Training Pistol (a.k.a. SIMUNITION™1):** One (1) Class I Man Marker Pistol, blue slide or slide with blue inserts, four (4) magazines with blue floor plates, FBI approved gun lock (lock approval shall be post award), operator’s manual written in English, stackable hard plastic container.

**Class I & Class II Pistol Replacement Parts:** Replacement parts which comprise Class I & Class II Pistols to include standard and non-standard parts manufactured or provided by the Contractor of the pistols.

#### B.2 TYPE OF CONTRACT

Contract will be structured as a Firm Fixed Price (FFP), Indefinite-Delivery Indefinite-Quantity (IDIQ), type contract for a twelve month base period and nine (9) possible additional one-year option periods.

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1 SIMUNITION (Non-Lethal Training Ammunition), [www.simuniton.com](http://www.simuniton.com).

**B.3 CONTRACT AND ORDER LIMITATIONS**

Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Under single award, 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,” hereby established as \$85,000,000.00 (USD) over the life of the contract. The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum,” hereby established as \$20,000.00 over the life of the contract.

The Government shall not be required to purchase from the Offeror any additional quantities after the initial guaranteed minimum. The obligation of funds and specific quantities will be ordered through individual delivery orders.

**B.4 PRICING/TEN (10) YEAR ESTIMATED CONTRACT COST**

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

[End of Section]

## **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK (SOW)**

### **C.1 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 the principal investigative arm of the United States Department of Justice, FBI personnel are involved in high threat assignments where deadly force may be used. The FBI has a need to acquire the following semi-automatic pistols for use by armed personnel during the course of training and operations:

**Class I Compact Pistol;**

**Class II Full Size Pistol;**

**Class I Inert Training Pistol (a.k.a. Red Handle);**

**Class I Man Marker Training Pistol (a.k.a. SIMUNITION);**

**Class I & Class II Pistol Replacement Parts**

The reliability of a pistol followed by the accuracy potential of a pistol is paramount to the survival of armed FBI personnel and others in the face of a violent confrontation. FBI firearms are stored, carried, and fired around the world and must be capable of withstanding extreme environmental conditions along with the rigors of FBI training and operations.

### **C.2 SCOPE**

C.2.1 Provide pistols and replacement parts that are satisfactory as reflected in quality assurance testing designed to ensure proper functionality.

C.2.2 Deliver within 90 days after receipt of order. Deliveries of pistols and parts shall be shipped FOB "Destination" within the CONUS, Alaska, Hawaii, and Puerto Rico.

### **C.3 GENERAL REQUIREMENTS**

C.3.1 Pistols shall safely fire 9mm Luger ammunition in all operational and training environmental conditions.

C.3.2 Class I & II pistols shall have the same operating system and control mechanisms with the only difference being the slide, barrel, frame, and grip dimensions.

C.3.3 Pistols delivered to the Government shall be new and not previously used. This includes every component part of the pistol and magazines.

- C.3.4 Contractor shall manufacture the entire quantity of pistols at their facility within established time frames.
- C.3.5 Contractor may purchase components for the firearm from other sources; however, the Contractor shall be the primary manufacturer of the pistol. Contractor may not use or employ any subcontractors without the prior approval of the COR.
- C.3.6 Contractor shall provide proof of liability insurance annually in the amount of at least \$5,000,000.00.
- C.3.7 Contractor shall be capable of conducting continuous in-house quality control testing to ensure all performance characteristics of pistols are maintained in accordance with the recommended specifications.
- C.3.8 Contractor shall possess the capability to conduct failure analysis on any pistol or component returned by the Government which does not function as designed or that exhibits signs of an obvious anomaly.
- C.3.9 Contractor shall not make any unannounced alterations to the pistol design or components without prior notification to and written approval by the COR.
- C.3.10 Although not required, it is preferred the Contractor be certified by an authorized registrar that offers third-party audit services to the ISO 9000<sup>2</sup> series standards, namely the International Standards of Quality Control as described in International Standard ISO 9001 (Quality Systems - Model for quality assurance in design, development, production, installation and servicing).

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

##### **C.4.1 CALIBER**

Pistols shall be chambered for the 9mm Luger cartridge and must be capable of firing 9mm Luger ammunition which is in compliance with the specifications as outlined by the Sporting Arms and Ammunition Manufacturers Institute (SAAMI)<sup>3</sup>.

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<sup>2</sup> The source from which the International Standard ISO 9001 may be obtained is: ANSI, 11 West 42nd Street, New York, New York 10036, Telephone Number: 212-642-4900.

<sup>3</sup> Sporting Arms and Ammunition Manufacturers' Institute, Inc., 11 Mile Hill Road, Newtown, Connecticut 06470, rpatterson@saami.org or [www.saami.org](http://www.saami.org).



## C.4.2 **PISTOL PHYSICAL DIMENSIONS**

### C.4.2.a Barrel<sup>4</sup>

Class I: Barrel shall be a minimum of 3.75" not to exceed 4.25"

Class II: Barrel shall be a minimum of 4.26" not to exceed 5.20"

Barrel lengths between the two classes of pistol shall not be closer than 0.5".

### C.4.2.b Height<sup>5</sup>

Class I: No less than 4.75" and no greater than 5.6"

Class II: No greater than 6"

## C.4.3 **MAGAZINES**

### C.4.3.a Capacity

Class I: Magazine shall hold a minimum of 14 cartridges

Class II: Magazine shall hold a minimum of 16 cartridges

### C.4.3.b Magazine shall positively lock in the magazine well.

### C.4.3.c Class II magazines shall fit in Class I pistols and function the pistol as designed.

### C.4.3.d No extended magazines, or "+" floor plates, for any Class of pistol are permitted.

### C.4.3.e Magazine shall release and fall free from the magazine well when magazine catch is completely depressed regardless of the number of cartridges contained within the magazine and regardless of the position of the slide (i.e., forward or locked to the rear). This is required when the pistol is held with the sights level and with the magazine floorplate oriented down.

### C.4.3.f All magazine components shall be constructed of a material which is rust and corrosion resistant.

A finish applied to metal magazines is permitted.

### C.4.3.g The follower shall move freely in the magazine body without binding and shall position each round for positive feeding.

It is preferred the follower be a high visibility color (orange, red, yellow, etc.).

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4 The barrel length will be measured from the end of the muzzle to the breech face with the slide in the forward locked position (+/- 0.05")

5 The height will be measured from the top of the rear sight to the lower most portion of the floor plate of a magazine inserted and locked in the pistol.

C.4.3.h Magazines shall have witness holes which will permit viewing the number of rounds in at least 5 round intervals.

It is preferred witness holes exist for each cartridge contained in the magazine starting with cartridge number 4 and showing every cartridge contained in the magazine thereafter.

C.4.3.i Magazine floor plate shall:

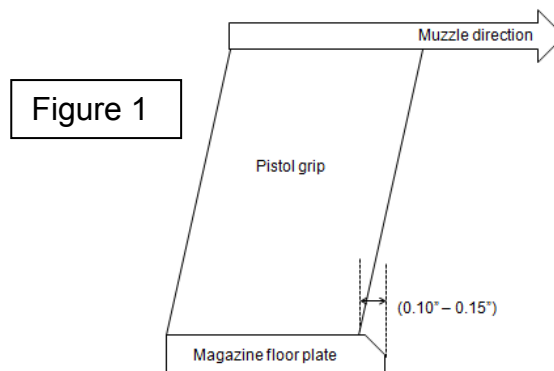
Be removable for magazine disassembly without the use of specially designed tools. Use of the supplied armorer's tool is acceptable.

Remain securely affixed when dropped from a height of 48" onto a hard surface regardless of the number of cartridges contained in the magazine or the orientation of the magazine upon impact.

Aid in the positive seating of the magazine during loading.

Enable positive gripping and rapid manual extraction of the magazine if the magazine is locked in place as a result of a malfunction (e.g., double feed) or if the shooter is wearing gloves.

Have a small ledge ("toe") on the front of the magazine to aid the shooter in rapid extraction of the magazine. This ledge must protrude forward of the grip (nominally 0.10" - 0.15") to enable the non-shooting hand to strip the magazine from the pistol. See image below:



Have a floor plate colored red for the Inert training pistol. Design must match floor plate as noted above.

Have a floor plate colored blue for the Man Marker training pistol. Design must match floor plate as noted above.

C.4.4 **MAGAZINE DISCONNECTOR/SAFETY**

None allowed. The pistol shall fire with the magazine removed and a live round in the chamber.

C.4.5 **MAGAZINE WELL**

The edges at the entrance of the magazine well shall be beveled in order to aid in the ease of reloading on both Class I & II pistols.

It is preferred the Class II pistol have a flared magazine well entrance. This flare should extend no more than 0.100" beyond the outside of the grip on each side.

C.4.6 **MAGAZINE CATCH/RELEASE**

C.4.6.a The magazine catch shall be located on the frame near the junction of the trigger guard and the grip.

C.4.6.b The magazine catch shall be ambidextrous.

It is allowable for this to be accomplished by moving the magazine catch button from the left side to the right side by an FBI gunsmith.

C.4.6.c The magazine catch shall be activated by depressing the catch with a lateral movement by the shooter's thumb/finger.

It is not allowable to have a magazine catch which is activated by a downward movement.

C.4.6.d The magazine catch shall be designed to allow for positive release of the magazine when fully depressed by the shooter.

C.4.6.e The magazine catch shall be designed and positioned to reduce the likelihood of inadvertent release of the magazine during handling and/or firing.

The magazine catch shall release with a minimum of 4 lbs. of pressure and shall require no more than 7 lbs. of pressure to release.

C.4.6.f Contractor shall offer a magazine catch of two sizes (e.g., standard and extended).

#### C.4.7 **TRIGGER**

##### C.4.7.a Trigger Mechanism Type / Class I & II

The trigger pull shall be consistent in both length and weight of pull for the first shot and all subsequent shots.

Firing pin/Striker fired only.

There shall be no method of manually cocking the pistol other than by pressing the trigger.

If a trigger safety is present, it is preferred the safety match the contour of the trigger bow.

##### C.4.7.b Trigger Pull Weight<sup>6</sup> / Class I & II

Trigger pull weight shall be no less than 4.5 lbs. nor exceed 6 lbs.

Pistol must fire with 6 lbs. of pressure and shall not fire with 4.25 lbs. pressure.

Manually adjustable triggers are not permitted.

#### C.4.8 **EXTERNAL SLIDE STOP LEVER**

C.4.8.a The slide stop lever shall lock the slide to the rear position upon firing the last round in the magazine.

C.4.8.b It should be easily engaged by the shooter while maintaining positive control of the pistol.

C.4.8.c It should be easily disengaged by the shooter while maintaining positive control of the pistol.

C.4.8.d The slide stop lever should be designed such that it is unlikely a shooter will inadvertently engage or override the control during normal firing.

C.4.8.e The slide stop lever should be easily manipulated by both left and right handed shooters.

C.4.8.f Ambidextrous slide stop levers are permitted.

Contractors must offer a slide stop lever of two sizes (e.g., standard and extended).

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<sup>6</sup> Custom Gunsmithing, Inc., NRA Weight System will be used for this evaluation (available through Brownells at [www.brownells.com](http://www.brownells.com), product number 67-650-000WB)

C.4.9 **MANUAL EXTERNAL SAFETY**

None allowed. Only safeties which are disengaged by the rearward movement of the trigger are allowed (i.e., passive).

C.4.10 **DECOCKING LEVER**

None allowed.

C.4.11 **GRIP SAFETY**

None allowed.

C.4.12 **FIRING PIN/STRIKER DISCONNECTOR**

The pistol shall have a mechanism which will prevent the pistol from firing out of battery and prevent firing pin/striker from being released while the trigger is held to the rear after firing.

C.4.13 **FIRING PIN/STRIKER BLOCK**

The pistol shall have a mechanism which will prevent firing pin/striker from moving forward without manipulation of the trigger.

C.4.14 **SIGHTS**

C.4.14.a Material shall be made of steel and capable of withstanding:

20,000 round endurance firing cycle.

One handed immediate action drills where the shooter will utilize the front edge of the rear sight by supporting it against the edge of a ballistic shield, holster, etc., and cycling the slide.

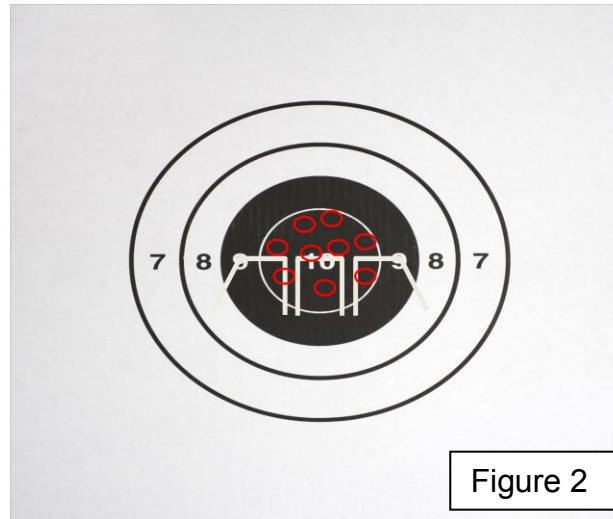
Shall be black and non-reflective.

C.4.14.b **Characteristics**

Front and rear sight must allow the shooter to acquire the proper sight alignment rapidly.

The proper alignment of the sights will be consistent with "equal height, equal light" sight alignment. The *information line* for the FBI is the top of the metallic sights.

Figure 2 below represents 25 yard point of aim/point of impact:



Low profile sights are preferred to reduce interference when holstering and drawing, specifically when utilizing a concealing garment.

Front sight shall be a single blade type which is capable of alignment within the rear sight notch and be of rectangle/square appearance to the shooter.

Rear sight shall have a square rear notch.

The front and rear sight shall remain securely in place during firing and other law enforcement related activities.

C.4.14.c **Windage Adjustments**

The rear sight shall be adjustable for windage within a dovetail or similar cut.

These adjustments will be made by the use of a sight adjustment tool specifically designed for sight adjustment (e.g., sight pusher).

The front sight may be adjustable for windage; however, it is preferred the front sight be fixed.

C.4.14.d **Elevation Adjustments**

Elevation adjustments may only be accomplished by removal and replacement of the rear sight for a different height.

A minimum of three different rear sight height options are required (e.g., standard, low and high).

The rear sight shall be marked with a number or symbol indicating its relative height.

Elevation adjustments accomplished by the removal and replacement of the front sight are not permitted.

C.4.14.e **Range of Windage and Elevation Adjustments**

Elevation and windage adjustments must allow for the range of sight adjustments to move the point of impact at least 3" radially from the point of aim using FBI service ammunition fired at a distance of 25 yards.

C.4.14.f **Low-light Sights (a.k.a. Night Sights)**

The front and rear sights shall be equipped with self-luminous capsules which allow the shooter to align the sights in low light conditions.

Night sights shall allow for a horizontal sight alignment of the three self-luminous capsules in a row.

The front sight shall contain one capsule and the rear sight shall contain two capsules which will align on the left and right of the front sight.

The night sights shall contain tritium or an equivalent self-luminous material all of the same color.

The self-luminous material shall appear green in color.

WARRANTY: The sights shall have a minimum service life of 10 years from date of receipt by the FBI.

WARRANTY: The sights shall be impervious to damage by commonly available gun cleaning solvents and lubricants.

The luminous portion of the sights shall not be visible from the muzzle end of the pistol.

The luminous portion of the sights may have a white color outline visible to the shooter.

The sights delivered on the pistols shall be Trijicon<sup>7</sup>, Bright and Tough Night<sup>TM</sup> Sights, or similar.

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<sup>7</sup> Trijicon Inc., 49385 Schafer Avenue, Wixom, Michigan (248) 960-7700

C.4.14.g **High Visibility Sights**

High visibility sights are required for Class I & II pistols.

It is preferred these sights be the Trijicon<sup>8</sup> HD night sights (GL1010) or similar high visibility sights.

The high visibility sights may have a “U” notch in the rear sight.

C.4.14.h **Sight Replacement**

Front and rear sights shall be removable by FBI gunsmiths.

C.4.15 **FRAME/RECEIVER**

C.4.15.a Finger grooves on the frame are **not** permitted.

C.4.15.b The frame must have a non-slip surface on the area of hand contact for both right and left handed shooters.

C.4.15.c Frames which allow for different hand sizes are required. Regardless of how each Contractor accommodates different hand sizes they must be able to support at least 3 sizes commonly referred to as small, medium and large.

C.4.15.d Two acceptable methods of accommodating for different hand sizes are:

Multiple Frame Sizes

Two alternate sizes must be available and supplied with each pistol.

Grip/Frame Inserts

Two alternate sizes must be available and supplied with each pistol.

It is required the size of a frame or insert be marked on an exterior surface (e.g., “M” for medium, “L” large) for rapid identification without disassembly.

C.4.15.e The frame shall have a locking slot groove/rail to affix a tactical light.

Pistol locking slot grooves/rails generally fall into two categories: 0.150” or 0.206” wide nominally.

Although not required, it is preferred the locking slot groove be 0.206” wide (Picatinny width).

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<sup>8</sup> Ibid



#### C.4.16 **SLIDE**

##### C.4.16.a **Grasping Grooves (i.e., slide serrations)**

Grasping grooves are required on the rear grasping surface of the slide.

The rear grasping surface of the slide is the area located on the right and left side of the slide near the rearmost portion of the slide where readily accessible to the shooter.

It is permissible for a second set of grasping grooves to be located towards the muzzle of the pistol.

##### C.4.16.b **Slide Resistance Force**

A maximum of 21 pounds of force shall be necessary to manually move the slide from the forward locked position to the rear most limit of the slide movement.

Slide must fully cover the barrel (*with the exception of the chamber portion of the barrel*) allowing for no more than 0.25" of the muzzle to be exposed for both Class I & II pistols.

#### C.4.17 **EXTERIOR FINISH**

C.4.17.a All Class I & II pistol's exposed parts shall be a matte black non-reflective finish.

C.4.17.b All exterior parts shall be devoid of gouges, sharp edges or rough areas which could snag on holsters, clothing or cause injury or discomfort to a shooter.

C.4.17.c The finish shall durable, rust resistant, and salt water corrosion resistant.

C.4.17.d Class I & Class II pistols (*frame & slide*) shall be available, as an option, in a tan color similar to Flat Dark Earth and a green color similar to Ranger Green.

C.4.17.e Inert training pistol shall be provided with red frame and matching red slide.

C.4.17.f The slide of the Man Marker training pistol shall be blue in color (blue inserts are acceptable) with the frame black or blue.

#### C.4.18 **INTERNAL FINISH**

C.4.18.a All internal surfaces shall be void of rough surfaces at critical points of movement and polished as necessary to provide minimal friction and wear to promote functional reliability.

C.4.18.b Internal parts finish shall be durable, rust resistant, and salt water corrosion resistant.

**C.5 ARMORER COURSE**

Provide armorer course (*Basic and Advanced*), for up to 25 participants, within 45 days of award at the FBI Academy in Quantico, Virginia; and each option year throughout the life of the contract.

**C.6 GUNSMITH SPECIALTY TOOLS**

Provide per 50 pistols purchased:  
Weapon disassembly tool set (qty. 1);  
Rear sight tool (qty. 1)  
Front sight tool, if different (qty. 1)

**C.7 AUTHORIZED BUYERS**

In addition to the FBI, the following U.S. Government entities may purchase pistols and/or parts under the contract:

United States Department of State, Bureau of Diplomatic Security  
United States Marshals Service  
Department of Alcohol, Tobacco, and Firearms  
United States Postal Service  
United States Treasury Department  
Drug Enforcement Agency  
United States Capitol Police  
United States Park Police  
United States Department of Energy  
Office of Inspector General (all Federal agencies)  
United States Department of Defense<sup>9</sup>

Periodic adjustments may be made to the authorized buyer list throughout the life of the contract. Authorization will be provided on a case by case basis and require advance written approval by the FBI Contracting Officer.

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 under this contract.

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<sup>9</sup> DOD purchases require advanced written approval by COR.

## **C.8 REPORTS**

Contractor shall provide a quarterly usage report 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 pistol orders were received. Report shall include:

- i. Contract Number
- ii. Period of Performance (e.g., Base Year/Qtr1)
- iii. List of individual delivery orders "ACCEPTED" during the 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.
- iv. Total dollar value of all accepted orders during the quarter (combined quarterly figure).
- v. Total dollar value of usage to date (current quarterly figure combined with previous quarters) under the contract.

## **C.9 QUALITY CONTROL PLAN**

- C.9.1 Contractor shall provide specific information on Quality Control measures applied to all pistols acquired under this contract. Any revisions shall be forwarded to the COR within 5 calendar days of the effective date.
- C.9.2 Pistols which fail 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 a pistol which has failed any portion of the Quality Control testing, for purposes of delivery under this contract.

## **C.10 SECURITY AND ACCESS CONTROL**

All required security forms and fingerprint cards will be provided to the Contractor by 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.11 MEDIA STATEMENTS**

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**

Preservation, packaging, and packing for all items delivered hereunder 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.

Contractor shall be capable of tracking pistols 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.

[End of Section]

**SECTION E – INSPECTION AND ACCEPTANCE**

**E.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/>

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

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES— FIXED-PRICE	AUG 1996

(End of Clause)

**E.2            QUALITY ASSURANCE**

The Government shall monitor customer satisfaction by reviewing quarterly reports and tracking shipments. The satisfactory delivery of pistols and/or parts 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 pistols and/or parts produced under this contract, to ensure items meet performance requirements for which the contract was awarded.

Pistols and/or parts 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 pistols and/or parts; 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 pistols and/or parts, this may constitute grounds for the initiation of termination proceedings.

**E.3            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 Section C, and guarantees that the product will maintain a useful shelf life under reasonable storage conditions (both CONUS and OCONUS) for a period of ten (10) years from the date of purchase.

[End of Section]

**SECTION F – DELIVERIES AND PERFORMANCE**

**F.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/>

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

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
	(End of Clause)	

**F.2 PERIOD OF PERFORMANCE**

The anticipated period of performance of this contract shall be a twelve month base, to begin upon the date of award, with nine (9) potential one-year option periods.

**F.3 DELIVERABLES/ REPORTS**

Reference Section C.8 (Quarterly Usage Report) under the Statement of Work.

**F.4 DELIVERY SCHEDULE**

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

**CONTRACTOR IS TO MAKE BEST EFFORT TO DELIVER WITHIN 90 DAYS OR PROVIDE REQUESTOR WITH A REALISTIC DELIVERY DATE AT THE TIME AN ORDER IS PLACED.**

**IF DELIVERY CAN NOT BE MADE WITHIN THIS TIME FRAME, THE CONTRACTOR SHALL FORWARD NOTIFICATION WITH A DETAILED REASON FOR NON-SHIPMENT TO THE REQUESTOR'S ATTENTION.**

**F.5 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.6 PLACE OF DELIVERY**

The Contractor shall drop-ship pistols and/or parts to destinations identified on individual delivery orders in CONUS, Alaska, Hawaii, and Puerto Rico.

All deliveries shall be FOB Destination.

**F.7 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) For each shipment the Contractor shall --
- (1) Pack and mark the shipment to comply with the contract specifications; or  
(i) 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 to the end user/ ordering authority (i.e., verbal, electronic, written) 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 JAR 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 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 CONTRACT ADMINISTRATION**

- A. An Administrative Contracting Officer (ACO) shall be named upon award. Any/all contract related matters shall be addressed to the attention of the ACO throughout the life of the contract. Technical matters shall be addressed with the COR.

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

- A. Invoices shall be submitted within five (5) calendar days of delivery, reflecting the date the invoice was created.
- 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 and every 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.

**G.7 CONTRACTOR PERFORMANCE INFORMATION**

Past performance information is relevant information, for future source selection purposes, regarding a Contractor's actions under previously awarded contracts. Performance under this contract will be assessed, on an annual basis, and will focus on the following performance categories: Quality of Product/Service; Timeliness of Deliveries/Performance; and Business Relations/Responsiveness. Input for the assessments will generally be provided by the COR, CO, and any end user of the product or service.

Upon completion of an assessment, Contractors will have the opportunity to review the performance assessment for 30 days and submit any comments, rebuttal statements, or additional information. The ultimate conclusion on the performance assessment is a decision of the contracting agency. Information obtained for the performance assessment may be reported electronically to the Past Performance Information Retrieval System in accordance with Federal Acquisition Regulation and agency procedures and may be used to support future award decisions.

Upon contract award, the Contractor shall provide a representative that will be responsible for reviewing the performance assessment. A Contractor representative must be appointed at all times for the duration of the contract.

[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 Representative (COR) at least 10 days prior to required access.

[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	APR 1984
52.204-13	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.212-4	REQUIREMENT TO INFORM EMPLOYEES OF CONTRACT TERMS & CONDITIONS – COMMERCIAL ITEMS	MAY 2015
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 (MAY 2015)**

(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) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 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 (Apr 2010) ([41 U.S.C. 3509](#))).

\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 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 (Jul 2013) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_ (5) [Reserved].

\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (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 Set-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 (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

— (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2014) ([15 U.S.C. 637\(d\)\(4\)](#)).

— (ii) Alternate I (Oct 2001) of [52.219-9](#).

— (iii) Alternate II (Oct 2001) of [52.219-9](#).

— (iv) Alternate III (Oct 2014) 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 (Nov 2011) ([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. 657 f](#)).
  
- \_ (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 Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
  
- \_ (24) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([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 (Jan 2014) (E.O. 13126).
  
- \_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
  
- \_ (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
  
- \_ (29) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014)([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 (JUL 2014) (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 (AUG 2013). (Executive Order 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)(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.)

— (36)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

— (ii) Alternate I (Jun 2014) of [52.223-13](#).

— (37)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

— (ii) Alternate I (Jun 2014) of [52.223-14](#).

— (38) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

— (39)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

— (ii) Alternate I (Jun 2014) of [52.223-16](#).

**XX** (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

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

\_ (42)(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](#).

\_ (43) [52.225-5](#), Trade Agreements (Nov 2013) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

**XX** (44) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_ (45) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

\_ (46) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_ (47) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_ (48) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_ (49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

**XX** (50) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_ (51) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_ (52) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

— (53) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

— (54)(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 2014)(E.O. 13658).

— (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

\_ (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 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 (Apr 2010) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

- (iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
  - (v) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
  - (vi) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014) ([38 U.S.C. 4212](#)).
  - (vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
  - (viii) [52.222-37](#), Employment Reports on Veterans (Jul 2014) ([38 U.S.C. 4212](#))
  - (ix) [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](#).
  - (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
  - (xi)
    - \_(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 and E.O 13627](#)).
  - (xii) [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](#)).
  - (xiii) [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](#)).
  - (xiv) [52.222-54](#), Employment Eligibility Verification (AUG 2013).
  - (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).
  - (xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
  - (xvii) [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](#).
  - (xviii) [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 (Jul 2015). 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 (Apr 2010) ([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 (Oct 2014) ([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 \$650,000 (\$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 (Apr 2015) (E.O. 11246).

- (F) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014) ([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 and 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 (Aug 2013).
- (N) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2014) Executive Order 13658).
- (O) [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](#).
- (P) [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](#).

(End of clause)

**I.3 52.216-2 ECONOMIC PRICE ADJUSTMENT - - STANDARD SUPPLIES (JAN 1997)**

(a) The Contractor warrants that the unit price stated in the Schedule for ANY REPLACEMENT PISTOL PART is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that --

(1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and

(2) Is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective --

(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.



(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(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 two pistols or two parts, 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 \$1,500,000.00;

(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 10 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**

ATTACHMENT	TITLE	Number of Pages
1	Pricing Matrix	7
2	Past Performance Questionnaire	5
3	Manufacturer Checklist	3

## Section J / Attachment #1 Pricing Matrix

### - Class I (Compact) Pistol

CLIN #0001	Base Year	Option Year #1	Option Year #2	Option Year #3	Option Year #4
Product Code: _____					

CLIN#0001 Continued	Option Year #5	Option Year #6	Option Year #7	Option Year #8	Option Year #9

### - Class II (Full Size) Pistol

CLIN #0002	Base Year	Option Year #1	Option Year #2	Option Year #3	Option Year #4
Product Code: _____					

CLIN#0002 Continued	Option Year #5	Option Year #6	Option Year #7	Option Year #8	Option Year #9

## Pricing Matrix Continued

### - Class I /Inert Training Pistol

CLIN #0003	Base Year	Option Year #1	Option Year #2	Option Year #3	Option Year #4
Product Code: _____					

CLIN#0003 Continued	Option Year #5	Option Year #6	Option Year #7	Option Year #8	Option Year #9

### - Class I / Man Marker Training Pistol

CLIN #0004	Base Year	Option Year #1	Option Year #2	Option Year #3	Option Year #4
Product Code: _____					

CLIN#0004 Continued	Option Year #5	Option Year #6	Option Year #7	Option Year #8	Option Year #9

## Pricing Matrix Continued

### Total Evaluated Price

The evaluated price shall be the total of the proposed unit price (Base Year through Option Year 9) for estimated quantities of 25,000 pistols.

#### **CLIN #0001 - Class I (Compact) Pistol**

Base Year            \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 1      \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 2      \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 3      \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 4      \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 5      \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 6      \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 7      \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 8      \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 9      \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

CLIN #0001: \$ \_\_\_\_\_ 10 YR TOTAL



## Pricing Matrix Continued

### CLIN #0002 - Class II (Full Size) Pistol

Base Year        \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 1    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 2    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 3    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 4    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 5    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 6    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 7    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 8    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 9    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

CLIN #0002: \$ \_\_\_\_\_ 10 YR TOTAL

## Pricing Matrix Continued

### CLIN #0003 - Class I /Inert Training Pistol (aka: Red Handle)

Base Year        \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 1    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 2    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 3    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 4    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 5    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 6    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 7    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 8    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 9    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

CLIN #0003: \$ \_\_\_\_\_ 10 YR TOTAL

## Pricing Matrix Continued

### CLIN #0004 - Class I / Man Marker Training Pistol (aka: Simunition)

Base Year        \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 1    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 2    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 3    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 4    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 5    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 6    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 7    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 8    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Option Year 9    \$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

CLIN #0004: \$ \_\_\_\_\_ 10 YR TOTAL

**COMBINED 10 YR TOTAL FOR CLIN#0001-CLIN #0004: \$ \_\_\_\_\_**

## **Pricing Matrix Continued**

**SUBMIT A COMPLETE LIST OF PISTOL PARTS  
(TO INCLUDE UNIT PRICES) ASSOCIATED WITH  
THE REPAIR/MAINTENANCE OF CLINS 0001-0004.**

**PRICES SHALL BE VALID FOR TWELVE MONTH BASE PERIOD.**

**IN THE EVENT THERE IS AN INCREASE TO ESTABLISHED  
REPLACEMENT PART PRICES IN SUBSEQUENT PERFORMANCE  
PERIODS, THE CONTRACTOR SHALL SEEK AN ECONOMIC  
PRICE ADJUSTMENT UNDER FAR 52.216-2, SEE SECTION I.3.**

## **Section J / Attachment #2 Past Performance Questionnaire**

The Contractor below is submitting a proposal in response to a Department of Justice, Federal Bureau of Investigation solicitation for the acquisition of 9mm semi-automatic pistols and all associated replacement parts.

You have been identified as a performance reference. 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. It is important that the information be as factual, accurate and complete to preclude the need for follow-up. Please return the completed questionnaire directly to the Contracting Officer within 5 business days.**

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

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

**CONTRACTOR:** [INSERT OFFEROR'S NAME]

### **PART I. BACKGROUND**

#### **A. Reference | Respondent Identification**

Organization:

Address:

Name:

Title:

Telephone Number:

Email Address:

## **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 action taken by the Contractor was 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 action taken by the Contractor was 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 action 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 action appears or was ineffective.

Please circle each of the areas below of the Contractor's past performance based on the comments provided by the customer.

**A. Quality of Work / Compliance with Specification Requirements**

Unsatisfactory

Marginal

Satisfactory

Exceptional

Additional Comments:

**B. Adherence to Delivery Schedule / Timeliness of Product Deliverables**

Unsatisfactory

Marginal

Satisfactory

Exceptional

Additional Comments:

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

Unsatisfactory

Marginal

Satisfactory

Exceptional

Additional Comments:

**D. Responsiveness to Technical Direction / Contract Changes**

Unsatisfactory

Marginal

Satisfactory

Exceptional

Additional Comments:

**E. Responsiveness / Capability to respond to urgent / short term requirements.**

Unsatisfactory	Marginal	Satisfactory	Exceptional
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**F. Accuracy of Reports / Documentation**

Unsatisfactory	Marginal	Satisfactory	Exceptional
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments:

**G. Submission of accurate and complete invoices**

Unsatisfactory	Marginal	Satisfactory	Exceptional
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments:

**H. Effectiveness / Reliability / Responsiveness of Contractor Key Personnel**

Unsatisfactory	Marginal	Satisfactory	Exceptional
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 directly to [Jennifer.Unger@ic.fbi.gov](mailto:Jennifer.Unger@ic.fbi.gov)

Jennifer R. Unger  
Contracting Officer  
Federal Bureau of Investigation  
Phone: (540) 868-4811  
Fax: (540) 868-4700

## **Section J / Attachment #3 Contractor's Checklist (Page 1 of 3)**

This checklist shall serve as a cover sheet to the Technical Proposal. Offers shall contain the appropriate data sheets along with all requested information in the following order:

- \_\_\_ Certification QUALITY, DURABILITY, PERFORMANCE and RELIABILITY of sample pistols submitted for testing is representative of all pistols to be deliverable under a potential contract award; to include confirmation all pistol samples were produced on the commercial production equipment to be used when producing any/all future pistols orders under contract;
- \_\_\_ Certification of "Made in the U.S.A.";
- \_\_\_ Certification pistols are manufactured at the vendor's facility;
- \_\_\_ Description/location of facility where pistols are manufactured;
- \_\_\_ Company background (i.e., capability to fulfill requirements);
- \_\_\_ List of key personnel and expertise;
- \_\_\_ Information on innovative technology;
- \_\_\_ List of prior experience in manufacturing a similar product of this size, scope, and complexity;
- \_\_\_ List of previous contracts (within last three 3 years), not to exceed five examples;
- \_\_\_ Copy of liability insurance (\$5M minimum); Note: If Contractor does not possess minimum amount, a letter of intent from an insurance carrier certifying their willingness to insure the company must be provided with the offer; and the insurance policy must be in place prior to award of any contract;
- \_\_\_ Evidence of financial stability;
- \_\_\_ ISO certification if applicable;
- \_\_\_ Warranties;
- \_\_\_ Certification the Offeror has completed a 10,000 round firing cycle with no structural failure of the frame/slide/barrel on identical pistols to the Class I & II pistols being submitted for this RFP;

## Contractor's Checklist (Page 2 of 3)

- \_\_\_ Class I pistols (20 pistols, night sights installed, 4 magazines per pistol, standard slide stop lever installed, and standard magazine catch installed);  
Each magazine (*for the purposes of the evaluation only*) shall contain the last 3 numbers of the associated pistol's serial number and the number 1 to 4 respectively. For example, Contractor "X" submits a pistol with serial # ABC355. The four accompanying magazines for this pistol shall be permanently identified (e.g., laser engraved) 355-1, 355-2, 355-3 and 355-4.
- \_\_\_ Class II pistols (20 pistols, night sights installed, 4 magazines per pistol, standard slide stop lever installed, and standard magazine catch installed);  
Each magazine (*for the purposes of the evaluation only*) shall contain the last 3 numbers of the associated pistol's serial number and the number 1 to 4 respectively. For example, Contractor "X" submits a pistol with serial # ABC355. The four accompanying magazines for this pistol shall be permanently identified (e.g., laser engraved) 355-1, 355-2, 355-3 and 355-4.
- \_\_\_ Class I Inert training pistol (2 pistols with 2 magazines each);  
(No requirement to mark these magazines)
- \_\_\_ Class I Man Marker pistol (2 pistols with 2 magazines each);  
(No requirement to mark these magazines)
- \_\_\_ Recommended preventative maintenance schedule;
- \_\_\_ Preventative maintenance parts kits Class I pistols (support 20,000 round cycle for 10 pistols);
- \_\_\_ Preventative maintenance parts kits Class II pistols (support 20,000 round cycle for 10 pistols);
- \_\_\_ Sight tools (2 for Class I and 2 for Class II; 4 per class if different for front and rear sights);
- \_\_\_ Specialty tool(s) for weapon disassembly (2 for Class I and 2 for Class II);
- \_\_\_ Class I extended slide stop lever (20);
- \_\_\_ Class II extended slide stop lever (20);
- \_\_\_ Class I extended magazine catch (20);
- \_\_\_ Class II extended magazine catch (20);

## Contractor's Checklist (Page 3 of 3)

- \_\_\_ Class I holster (10 right handed shooters, 4 left handed shooters);  
The holster shall be a paddle holster with no active retention devices and no cant for use *without* the weapon mounted light.<sup>10</sup>
- \_\_\_ Class II holster (10 right handed shooters, 4 left handed shooters);  
The holster shall be a paddle holster with no active retention devices and no cant for use *without* the weapon mounted light.<sup>11</sup>
- \_\_\_ Class I Ransom rest insert (1);
- \_\_\_ Class II Ransom rest insert (1);
- \_\_\_ Class I High Definition sight set (2);
- \_\_\_ Class II High Definition sight set (2);
- \_\_\_ Class I 25 yard five shot target (1 per pistol) with corresponding pistol serial number;
- \_\_\_ Class II 25 yard five shot target (1 per pistol) with corresponding pistol serial number;
- \_\_\_ Class I frame or grip inserts (2 alternate sizes per pistol);
- \_\_\_ Class II frame or grip inserts (2 alternate sizes per pistol);
- \_\_\_ Weapon mounted light (10);
- \_\_\_ Armorer's manual (2);
- \_\_\_ Class I rear sight alternate heights (20 low and 20 high);
- \_\_\_ Class II rear sight alternate heights (20 low and 20 high);

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<sup>10</sup> Comp-Tac Victory Gear, concealed carry paddle holster available through [www.comp-tac.com](http://www.comp-tac.com), or similar style holster.

<sup>11</sup> Comp-Tac Victory Gear, concealed carry paddle holster available through [www.comp-tac.com](http://www.comp-tac.com), or similar style holster.

## 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 proceedings 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 (FAPIS) 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 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAR 2015)**

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 accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

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

“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.

“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).

“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.

“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.

“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.

(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 (p) 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

[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 \$3,000 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.* By submission of its offer, the offeror represents that—

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

(ii) It 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 \$3,000 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 DUNS Number 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)

(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
52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	JUL 2013
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:

Paul R. Courtney  
U.S. Department of Justice  
Federal Bureau of Investigation  
J. Edgar Hoover Building, Room 6823  
935 Pennsylvania Avenue, NW  
Washington, D.C. 20535-0001

(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 protestor 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 CONTRACTOR CERTIFICATION OF COMPLIANCE WITH FEDERAL TAX REQUIREMENTS (MAR 2008)**

By submitting a response to a solicitation or accepting a contract award or modification, the Contractor certifies that, to the best of its knowledge and belief, the Contractor has filed all Federal tax returns required during the three years preceding certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and 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)

**L.6 GENERAL INSTRUCTIONS FOR PREPARING PROPOSALS**

This section specifies the minimum requirements for the preparation of proposals.

The complete proposal shall consist of:

Volume #1: Technical Proposal

Volume #2: Price Proposal

Volume #3: Past Performance Information

Volume #4: Pistol Samples

Each proposal shall provide full, accurate, and complete information in order to facilitate a thorough and timely evaluation.

## 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.7 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME #1 TECHNICAL PROPOSAL**

The technical proposal shall consist of the Offeror's approach in accomplishing the desired work outlined in the Statement of Work. At a minimum, the Offeror shall discuss and/or provide verification of the following items:

- \_\_\_ Certification QUALITY, DURABILITY, PERFORMANCE and RELIABILITY of sample pistols submitted for testing is representative of all pistols to be deliverable under a potential contract award; to include confirmation all pistol samples were produced on the commercial production equipment to be used when producing any/all future pistols orders under contract;
- \_\_\_ Certification of "Made in the U.S.A.";
- \_\_\_ Certification pistols are manufactured at the vendor's facility;
- \_\_\_ Description/location of facility where pistols are manufactured;
- \_\_\_ Company background (i.e., capability to fulfill requirements);
- \_\_\_ List of key personnel and expertise;
- \_\_\_ Information on innovative technology;
- \_\_\_ List of prior experience in manufacturing a similar product of this size, scope, and complexity;
- \_\_\_ List of previous contracts (within last three 3 years), not to exceed five examples;
- \_\_\_ Copy of liability insurance (\$5M minimum); Note: If Contractor does not possess minimum amount, a letter of intent from an insurance carrier certifying their willingness to insure the company must be provided with the offer; and the insurance policy must be in place prior to award of any contract;
- \_\_\_ Evidence of financial stability;

- \_\_\_ ISO certification if applicable;
- \_\_\_ Warranties;
- \_\_\_ Certification the Offeror has completed a 10,000 round firing cycle with no structural failure of the frame/slide/barrel on identical pistols to the Class I & II pistols being submitted for this RFP;
- \_\_\_ Recommended preventative maintenance schedule;

**L.8 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).

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.

**An offer that does not include pricing for all line items may be viewed "Non Responsive."**

**L.9 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME #3 PAST PERFORMANCE**

The past performance proposal serves to share information regarding the quality of an Offeror's 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 last three years that are similar to this requirement in scope, size, and complexity. If possible, references should come from the law enforcement community. [Note: Offerors are not to reach out to FBI personnel to complete the questionnaire; the agency is seeking feedback from other customers.]

Clear instructions shall be provided to the references for the completed form to be returned directly to the attention of the Contracting Officer. Offerors should allow references a sufficient amount of time to complete and return the questionnaire by the proposal deadline. The completed questionnaire may be returned by facsimile or email to the attention of:

Jennifer R. Unger, Contracting Officer  
Federal Bureau of Investigation  
Email: [Jennifer.Unger@ic.fbi.gov](mailto:Jennifer.Unger@ic.fbi.gov)  
PH :(540)868-4811 | FX :(540)868-4700

Offeror shall include with the proposal, a list of references that were requested to respond to the questionnaire along with point of contact information (name, organization, phone, email). The Contracting Officer will make one (1) attempt to contact a reference if a completed questionnaire is not received by the deadline. An Offeror without any past performance information will receive a neutral rating.

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. Such an indication may be reflected in the Government's overall best value assessment of the Offeror's proposal.

The Government may consider as relevant those efforts performed for agencies of the Federal, state, or local governments as well as commercial customers.

#### **L.10 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME #4 PISTOL SAMPLES**

Sample submission requirements:

\_\_\_ Class I pistols (20 pistols, night sights installed, 4 magazines per pistol, standard slide stop lever installed, and standard magazine catch installed)

Each magazine (*for the purposes of the evaluation only*) shall contain the last 3 numbers of the associated pistol's serial number and the number 1 to 4 respectively. For example, Contractor "X" submits a pistol with serial # ABC355. The four accompanying magazines for this pistol shall be permanently identified (e.g., laser engraved) 355-1, 355-2, 355-3 and 355-4.

\_\_\_ Class II pistols (20 pistols, night sights installed, 4 magazines per pistol, standard slide stop lever installed, and standard magazine catch installed);

Each magazine (*for the purposes of the evaluation only*) shall contain the last 3 numbers of the associated pistol's serial number and the number 1 to 4 respectively. For example, Contractor "X" submits a pistol with serial # ABC355. The four accompanying magazines for this pistol shall be permanently identified (e.g., laser engraved) 355-1, 355-2, 355-3 and 355-4.

\_\_\_ Class I Inert training pistol (2 pistols with 2 magazines each);

(No requirement to mark these magazines)

\_\_\_ Class I Man Marker pistol (2 pistols with 2 magazines each);

(No requirement to mark these magazines)

- \_\_\_ Preventative maintenance kits Class I pistols (support 20,000 round cycle for 10 pistols);
- \_\_\_ Preventative maintenance kits Class II pistols (support 20,000 round cycle for 10 pistols);
- \_\_\_ Sight tools (2 for Class I and 2 for Class 2; 4 per class if different for front and rear sights);
- \_\_\_ Specialty tool(s) for weapon disassembly (2 for Class I and 2 for Class II);
- \_\_\_ Class I extended slide stop lever (20);
- \_\_\_ Class II extended slide stop lever (20);
- \_\_\_ Class I extended magazine catch (20);
- \_\_\_ Class II extended magazine catch (20);
- \_\_\_ Class I holster (10 right handed shooters, 4 left handed shooters);  
The holster shall be a paddle holster with no active retention devices and no cant for use *without* the weapon mounted light<sup>12</sup>
- \_\_\_ Class II holster (10 right handed shooters, 4 left handed shooters);  
The holster shall be a paddle holster with no active retention devices and no cant for use *without* the weapon mounted light<sup>13</sup>
- \_\_\_ Class I Ransom rest insert (1);
- \_\_\_ Class II Ransom rest insert (1);
- \_\_\_ Class I High Definition sight set (2);
- \_\_\_ Class II High Definition sight set (2);
- \_\_\_ Class I 25 yard five shot target (1 per pistol) with corresponding pistol serial number;
- \_\_\_ Class II 25 yard five shot target (1 per pistol) with corresponding pistol serial number;
- \_\_\_ Class I frame or grip inserts (2 alternate sizes per pistol);
- \_\_\_ Class II frame or grip inserts (2 alternate sizes per pistol);
- \_\_\_ Weapon mounted light (10);
- \_\_\_ Armorer's manual (2);
- \_\_\_ Class I rear night sight alternate heights (20 low and 20 high);
- \_\_\_ Class II rear night sight alternate heights (20 low and 20 high)

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12 Ibid Comp-Tac Victory Gear, concealed carry paddle holster available through [www.comp-tac.com](http://www.comp-tac.com), or similar style holster.

13 Ibid

Each package shall be addressed as follows:

FEDERAL BUREAU OF INVESTIGATION  
FBI ACADEMY - TRAINING DIVISION  
ATTN: SSA A. SCOTT PATTERSON / RFP-OSCU-DSU1503  
BALLISTIC RESEARCH FACILITY  
1 RANGE ROAD  
FBI ACADEMY  
QUANTICO, VA 22135  
PH :(703) 632-1802

**L.11 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

Proposals shall be submitted in accordance with FAR 52.212-1, Instructions to Offerors – Commercial Items (April 2014) and the instructions listed in Section L of this solicitation.

Offerors shall submit Volume 1, Volume 2, and Volume 3 of the proposal in the required format and number of copies to:

FEDERAL BUREAU OF INVESTIGATION  
ATTN: JENNIFER R. UNGER  
CONTRACTING OFFICER  
170 MARCEL DRIVE  
WINCHESTER, VA 22602

**Proposals must be received by 12:00 PM/EST on Thursday, January 28, 2016.**

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.

**Any questions pertaining to this solicitation are due by COB Thursday, October 22, 2015.**

Questions shall be submitted in writing, via email, to the attention of Jennifer Unger at [jennifer.unger@ic.fbi.gov](mailto:jennifer.unger@ic.fbi.gov), or by facsimile at (540) 868-4700.

[End of Section]

## SECTION M – EVALUATION FACTORS FOR AWARD

### **M.1 52.212-2 Evaluation – Commercial Items (JAN 1999)**

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 FBI anticipates award without discussions. If discussions are conducted, they will occur at the time and place designated by the FBI. Following the completion of discussions, the Offeror shall submit a revised final proposal, as directed by the FBI. The revised final proposal shall reflect the Offeror's final proposal revisions regarding technical and price.

(End of Provision)

### **M.2 52.217-5 Evaluation of Options (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interest, 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 will not obligate the Government to exercise the option(s).

(End of Provision)

### **M.3 Evaluation Criteria**

Evaluations will consist of a five-phase process. Any requested documentation that is not included with the original submission may disqualify an Offeror from further consideration.

**PHASE I:** Technical Proposal; Pistol Compliance to Section C specifications; Past Performance & Price

**PHASE II:** Factors 1-14

**PHASE III:** Live Fire Assessment

**PHASE IV:** Minimum Life Cycle Testing

**PHASE V:** Maximum Life Cycle Testing

### **M.3.1 GENERAL INFORMATION**

This section is provided to simplify the submission process for interested Offerors and contains technical information regarding the requirements of this solicitation.

Offerors shall ensure pistols as submitted group rounds at the FBI point of aim at 25 yards using Speer Gold Dot G2 (954227) ammunition with the standard night sights and high visibility sights submitted (*See Section C.4.14.b, figure 2*).

### **M.3.2 TECHNICAL PROPOSAL**

The Government shall assess the Offeror's technical proposal to determine whether the company has the capability to satisfy the requirements as described in the solicitation.

### **M.3.3 PAST PERFORMANCE**

The Government may assess Offeror supplied information, current government information and experience related to the Offeror, and information developed as a result of direct contact with current and previous users of the Offeror's services. The Government will specifically be evaluating the Offeror's actions under other contracts of similar size and scope. An Offeror who does not demonstrate satisfactory past performance will not advance to Phase II.

### **M.3.4 EVALUATION OF PRICE**

The Government intends to evaluate price utilizing a price analysis. Totals entered on the completed price matrix shall be the basis of evaluation. A prospective Offeror that does not propose all of the line items shall not be considered for an award and any proposed line item that does not offer a price for the base and nine possible option periods may not be eligible for an award.

### **M.3.5 PISTOL SAMPLES**

Offeror is permitted to submit one submission only for the below categories and required to supply the following quantities of samples:

Refer to Section L for required quantities.

Additionally, each live fire pistol is to have an accompanying 25 yard five shot target with the pistols corresponding serial number on it provided. Offerors are required to identify the type of ammunition used for this requirement (Manufacturer, product number, LOT #).





Stoppages will be specifically categorized in one of four ways:

1. Ammunition induced
2. Pistol induced
3. Shooter induced
4. Undetermined

All stoppages will be evaluated by FBI "Technical Evaluation Board (TEB)." A consensus must be achieved in order to categorize a stoppage as ammunition, pistol or shooter. In the event the TEB cannot achieve a consensus or no determination can be made, the stoppage will be categorized as undetermined.

IMMEDIATE ACTION DRILLS: Where allowable in the technical evaluation the immediate action drill (IAD) sequence shall be conducted as follows:

Level 1: Tap the magazine and cycle the slide; if this does not clear the stoppage then the shooter will attempt a level 2 immediate action drill.

Level 2: Lock the slide to the rear, remove the magazine, cycle the slide twice, lock the slide to the rear, insert the magazine and release the slide. If a level 2 does not remedy the stoppage then this will constitute a failure.

Unless otherwise noted, all ammunition used for accuracy and endurance testing shall be FBI service and training ammunition as follows:

Service: Speer Cartridge #54227 147 gr. Gold Dot G2 (*Vista Outdoors is offering this ammunition commercially as product code 954227*).<sup>16</sup>

Training: Speer Cartridge #53685 115 gr. TMJ

Training Reduced Lead: Speer Cartridge #53690 115 gr. TMJ Cleanfire

Frangible: Hornady #90229 100 gr. Frangible

### **M.3.6 PHASE II Part A & Part B**

The following pass or fail methodology will be utilized for factors 1-5 (Part A) while a point system will be assigned to factors 6-14 (Part B). A sample that does not meet any one of the requirements under Part A or Part B will be disqualified from further consideration. Part A & B will be executed on both Class I & Class II pistols for each Offeror.

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16 Vista Outdoors (formerly ATK), P.O. Box 856, Lewiston, ID 83501, (800) 256-8685 or [michael.pattillo@vistaoutdoors.com](mailto:michael.pattillo@vistaoutdoors.com).

## **PHASE II - Part A**

### **1) VELOCITY EVALUATION**<sup>17</sup>

***PASS/FAIL***

- a) Three (3) pistols from each class will be selected for this test.
  - i) Pistols will be cleaned & lubricated per Offeror's recommended specifications.
- b) Each of the three pistols will fire five 5 - shot groups of service ammunition resulting in three averages. Each of the three resulting averages must meet or exceed the minimum average velocity of 900 feet per second.
- c) Velocity is measured using an Oehler<sup>18</sup> ballistic computer with three Model 57 chronograph screens. The screen spacing is 2 ½ feet and the center screen will be 15' from the muzzle of the pistol.
- d) Any individual pistol which averages 899 FPS or less will result in that Offeror being eliminated from further consideration.

### **2) TRAINING AMMUNITION ACCURACY ASSESSMENT**<sup>19 20</sup>**(Ransom Rest)**

***PASS/FAIL***

- a) The three pistols from each class used in Phase II – Part A, 1 Velocity Evaluation will be used for this test.
  - i) Pistols will be cleaned & lubricated per Offeror's recommended specifications.
- b) Each of the pistols will be secured in a Ransom Rest<sup>21</sup> and fired using FBI training ammunition<sup>22</sup> at a distance of 25 yards.
- c) These pistols will fire five 5 - shot groups.
- d) The best four of each pistol's 5-shot groups will be used to obtain a final average group size per pistol. The three resulting group sizes for each class of pistol will then be averaged resulting in one final group size average for that class of pistol. This final group size must be 5.00" or less.
- e) If the final average is equal to or exceeds 5.01", the Offeror will be eliminated from further consideration.
- f) Accuracy is measured using Oehler ballistic computer/optical target. In addition to the optical target paper witness targets may be utilized.

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17 Prior to the execution of this test the specific Lot of service ammunition will be selected and a 10 round sample of this ammunition fired through a 4" test barrel, to ensure it meets the established velocity specification for this ammunition.

18 Oehler Research, 1308 Barclay Drive, Austin, TX 78746, (512) 327-6900

19 Where accuracy data is being gathered throughout this evaluation, the FBI will be using the center-to-center distance between the two most widely separated shots from a group.

20 Federal Cartridge #53685 115 gr. TMJ

21 Each Offeror will be required to provide Ransom Rest inserts (or Ransom Rest compatible inserts). Ransom International Corporation, P.O. Box 25519, Prescott Valley, AZ (928) 778-7899 or [ransominternational@gmail.com](mailto:ransominternational@gmail.com).

22 Ballistic Research fires "settling shots" prior to shooting for record.

### **3) PARTS INTERCHANGEABILITY**

***PASS/FAIL***

- a) Three pistols from each class will be selected for this test.
  - i) The pistols will be cleaned & lubricated per the Offeror's recommended specifications.
- b) Within each class, each of the three pistols will be field stripped and component parts interchanged among the three pistols.
- c) The pistols, once reassembled, will be loaded with a live service cartridge (54227) in the chamber and a magazine filled to capacity. An attempt will be made to fire all of the cartridges contained in the pistol.
- d) A pistol which cannot fire all of the rounds as designed, *and this stoppage can be attributed to a lack of parts interchangeability*, shall be deemed to have failed this test.
- e) A failure of any of the three sample pistols will constitute a failure of this test and the Offeror will be eliminated from further consideration.

### **4) OBSTRUCTED BORE TEST**

***PASS/FAIL***

- a) Two pistols from each class will be selected for this test.
  - i) Each pistol will be cleaned & lubricated per the Offeror's recommended specifications.
- b) A service projectile will be lodged in the barrel so as to locate its base approx. 1" forward of a live chambered cartridge. The live service cartridge (54227) will be fired into the lodged projectile to determine the outcome of this event and to what, if any, extent the shooter would be injured.
- c) The test will be recorded via the use of a high speed camera and witness panels. If it is determined the outcome of this event would reasonably result in serious physical injury to the shooter, by either of the two pistols, this will constitute a failure of this test. A failure of any pistol in this test will result in the Offeror being eliminated from further consideration.

### **5) MAN MARKER ACCURACY ASSESSMENT (Ransom Rest)**

***PASS/FAIL***

- a) Both Man Marker pistols will be utilized for this test.
  - i) Each pistol will be cleaned & lubricated per the Offeror's recommended specifications.
- b) Both of the pistols will be secured in a Ransom Rest and fired using SIMUNITION™ 9MM FX Marking cartridges<sup>23</sup> at a distance of 5 yards.
- c) Both pistols will fire 5 five - shot groups.
- d) The best four of each of 5 five - shot groups will be used to obtain a final average group size per pistol. Both resulting group sizes will be averaged resulting in one final group size average for that Offeror's man marker pistols. This final group size must be 8" or less.
- e) If the final average is 8.01" or greater the Offeror will be eliminated from further consideration.

PHASE II Part A Class I (1-5) Scoring Template:

Offeror "X" Class I pistol	Pistol 1	Pistol 2	Pistol 3	All pass
1. Velocity evaluation	Pass/Fail	Pass/Fail	Pass/Fail	Yes/No
2. Training ammunition accuracy	Pass/Fail	Pass/Fail	Pass/Fail	Yes/No
3. Parts Interchangeability	Pass/Fail	Pass/Fail	Pass/Fail	Yes/No
4. Obstructed bore	Pass/Fail	Pass/Fail	n/a	Yes/No
5. Man Marker Accuracy	Pass/Fail	Pass/Fail	n/a	Yes/No

PHASE II Part A Class II (1-4) Scoring Template:

Offeror "X" Class II pistol	Pistol 1	Pistol 2	Pistol 3	All pass
1. Velocity evaluation	Pass/Fail	Pass/Fail	Pass/Fail	Yes/No
2. Training ammunition accuracy	Pass/Fail	Pass/Fail	Pass/Fail	Yes/No
3. Parts Interchangeability	Pass/Fail	Pass/Fail	Pass/Fail	Yes/No
4. Obstructed bore	Pass/Fail	Pass/Fail	n/a	Yes/No

**PHASE II – Part B**

Events 6 – 14 provide total points per pistol per class. Priority factors will be applied to these as outlined in Phase II, Part B events 6 – 14 scoring template resulting in a final score.

**6) SERVICE AMMUNITION ACCURACY ASSESSMENT**

***TOTAL POINTS POSSIBLE: 300***

- a) Three pistols from each class will be selected for this test.
  - i) Each pistol will be cleaned & lubricated per Offeror's specifications.
- b) Each of the pistols will be secured in a Ransom Rest<sup>24</sup> and fired using service ammunition (54227).
- c) Five 5 - shot groups will be fired at a distance of 25 yards.
- d) The best four of the five 5-shot groups will be used to obtain a final average group size<sup>25</sup> per pistol. Each pistol can score a maximum of 10 points.
- e) Points
  - (1) 0 – 2.00" = 10 points
  - (2) 2.01 – 2.50" = 9 points
  - (3) 2.51 – 3.00" = 8 points
  - (4) 3.01 – 3.50" = 6 points
  - (5) 3.51 – 4.00" = 4 points
  - (6) ≥ 4.01" = Eliminated from proceeding
- f) Accuracy is measured using Oehler ballistic computers/optical targeting system. In addition to the optical target paper witness targets may be utilized.

<sup>24</sup> Ballistic Research fires "settling shots" prior to shooting for record.

<sup>25</sup> Groups are measured in inches and/or fractions thereof.

## 7) PISTOL DROP TEST

***TOTAL POINTS POSSIBLE: 240***

- a) Three pistols from each class will be selected for this test.
  - i) Each of the pistols will be cleaned & lubricated per the Offeror's recommended specifications.
- b) Each pistol will be loaded with a primed cartridge case in the chamber and a magazine filled to capacity with service cartridges (54227).
- c) The pistol will then be dropped from a height of 48" onto smooth concrete in the following manner:
  - i) Muzzle down
  - ii) Muzzle up
  - iii) Sights down
  - iv) Magazine down
  - v) Right side down
  - vi) Left side down
- d) Following the 6th drop an attempt to fire the primed case will be made to establish that a live primer was in the primed case.
  - i) If the pistol "fires" but the primer does not initiate, an evaluation of the primed case will be undertaken. If the firing pin impression is of sufficient depth (0.013") then the primer will be considered defective and the test repeated with an alternate pistol and new primed case.
  - ii) If the primer initiates successfully, move to part e).
- e) The slide will then be pulled to the rearmost position and released chambering a live cartridge from the magazine.
- f) An attempt to fire all remaining cartridges will be made.
- g) Points
  - i) Any pistol which fires all cartridges will receive 10 points.
  - ii) Only one immediate action drill (IAD) sequence is allowed for each individual pistol.
  - iii) If the immediate action drill sequence is necessary to assist the pistol with completing the test the pistol points will be awarded as follows:
    - (1) Level 1 IAD = minus 4 points
    - (2) Level 2 IAD = minus 6 points
  - iv) With the exception of the cartridges which may be lost due to the IAD's, if the pistol cannot fire all the cartridges this will constitute a failure.
  - v) A pistol which fires the primed case during any of the 6 drop tests will constitute a failure.
- h) Two of the three test pistols must successfully complete this test.
- i) A failure of two pistols to pass this test will result in the Offeror being removed from further consideration.
- j) Parts breakage is allowable and the pistol may continue in testing.
- k) If the magazine dislodges during the test it will be reinserted and provided it locks into place, the test will continue.
- l) If the magazine is damaged during the drop test (e.g., floor plate breaks off) a second magazine will be inserted and the test continued. If this second magazine is damaged during the remaining drops and the pistol cannot complete the test, this will constitute a failure of this test.

- m) Firing will be conducted two handed with a firing rate of approximately one cartridge per second unless time is needed to document stoppages and/or the use of the immediate action sequence.

**8) MAGAZINE DROP TEST**

***TOTAL POINTS POSSIBLE: 210***

- a) Three magazines from each class of pistol shall be selected for this test.
- b) One of the pistols used for the accuracy assessment will be utilized during this test.
  - i) The pistol will be cleaned & lubricated per the Offeror's recommended specifications.
- c) Each of the three magazines will be loaded to capacity using service ammunition (54227) with the exception of the top cartridge in the magazine which will be an inert cartridge.
- d) The magazines shall be dropped from a height of 48" onto smooth concrete.
  - i) Each of the three magazines will be dropped on the floor plate one time.
    - (1) Any cartridges which become dislodged from the magazine during this test will be noted and returned to the magazine before testing continues.
  - ii) Each of the three magazines will be dropped on the feed lips one time.
    - (1) Any cartridges which become dislodged from the magazine during this test will be noted and returned to the magazine before testing continues.
- e) Each magazine will then be inserted into a pistol. The inert cartridge will be chambered and using the slide, manually ejected from the chamber. The slide will then be released attempting to chamber the first live cartridge from the magazine.
- f) With a live cartridge in the chamber an attempt will be made to fire all of the cartridges in the magazine.
- g) Points
  - i) Any pistol which fires all of the cartridges will receive 10 points.
  - ii) Only one immediate action drill (IAD) sequence is allowed for each individual pistol.
  - iii) If the immediate action drill sequence is necessary to assist the pistol with completing the test the pistol points will be awarded as follows:
    - (1) Level 1 IAD = minus 4 points
    - (2) Level 2 IAD = minus 6 points
  - iv) With the exception of the cartridges which may be lost due to the IAD's, if the pistol cannot fire all the cartridges, this will constitute a failure.
- h) A failure of two magazines to complete this test will result in the Offeror being removed from further consideration.
- i) Firing will be conducted two hands standing with a firing rate of approximately one cartridge per second unless time is needed to document stoppages and/or the use of the immediate action sequence.

**9) TACTICAL LIGHT ASSESSMENT**

***TOTAL POINTS POSSIBLE: 150***

(Offeror provided light<sup>26</sup>)

- a) Three pistols from each class will be selected for this test.
  - i) Each of the pistols will be cleaned & lubricated per the Offeror's recommended specifications.
- b) The Offeror provided lights will be affixed to the pistols and shooting will commence with a service cartridge (54227) in the chamber and a magazine filled to capacity with service ammunition.
- c) Shooting will be conducted in the following manner:
  - i) Support hand only (*standing*)
    - (1) The pistols will be fired as outlined in 9) b) above until 150 cartridges have been fired.
    - (2) Following 150 cartridges fired, the pistol will be cleaned & lubricated per the Offeror's recommended specifications.
  - ii) Strong hand only (*standing*)
    - (1) The pistols will be fired as outlined in 9) b) above until 150 cartridges have been fired.
    - (2) Following 150 cartridges fired, the pistol will be cleaned & lubricated per the Offeror's recommended specifications.
  - iii) Two hand (*standing*)
    - (1) The pistols will be fired as outlined in 9) b) above until 150 cartridges have been fired.
- d) Every stoppage will be documented and only ammunition and shooter attributable stoppages will be excluded from this total.
- e) The total number of magazines used will vary as a result of variances in magazine capacity between Class I & Class II pistols.
- f) Points
  - i) Each pistol can score a possible 10 points for every 450 cartridges fired.
  - ii) Stoppages Points

0	10
1	9
2	8
3	4
4	2
≥5	0

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26 Offerors will provide a total of 10 lights for this assessment – all of the same make and model as chosen by the Offeror. Each must securely attach to the weapon via the pistol light rail.



**10) TACTICAL LIGHT ASSESSMENT**  
(FBI provided light)

**TOTAL POINTS POSSIBLE: 150**

Same testing procedure/scoring as section 9, parts “a - f” above using FBI selected light.

*The lights used by the FBI will be: (a) PRIMARY: Emissive Technologies INFORCE APL<sup>27</sup> pistol light or (b) ALTERNATE: Streamlight TLR-1<sup>28</sup>.*

*In the event the Offeror submits one of the FBI lights as outlined above, the FBI will use the other FBI light for the “FBI provided light” test to ensure two different types of weapon mounted lights are assessed during this event. If an Offeror does not submit one of the two lights identified above the FBI will use the Emissive Technologies INFORCE APL pistol light.*

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27 Emissive Energy Corp., 135 Circuit Drive, North Kingstown, RI 02852, 1-401-294-2030

28 Streamlight Inc., 30 Eagleville Road, Eagleville, PA 19403, 1-800-523-7488

Sample "TACTICAL LIGHT COMPATABILITY TEST" Template:

TACTICAL LIGHT COMPATABILITY TEST				
Weapon make:	Weapon model:	Weapon serial number:		Tactical light make: Tactical light model:
<i>OFFEROR or FBI provided light</i>				
Magazine number	Technique	Ammunition type	Ammunition lot #	Malfunction with notes
1	Support hand only			
2	Support hand only			
3	Support hand only			
4	Support hand only			
5	Support hand only			
6	Support hand only			
7	Support hand only			
8	Support hand only			
9	Support hand only			
10	Support hand only			
Clean and lubricate the weapon per the Offeror specifications				
1	Strong hand only			
2	Strong hand only			
3	Strong hand only			
4	Strong hand only			
5	Strong hand only			
6	Strong hand only			
7	Strong hand only			
8	Strong hand only			
9	Strong hand only			
10	Strong hand only			
Clean and lubricate the weapon per the Offeror specifications				
1	Two handed			
2	Two handed			
3	Two handed			
4	Two handed			
5	Two handed			
6	Two handed			
7	Two handed			
8	Two handed			
9	Two handed			
10	Two handed			

**11) HIGH TEMPERATURE TEST**

***TOTAL POINTS POSSIBLE: 120***

- a) Three (3) pistols from each class will be selected for this test.
  - i) Pistols will be cleaned & lubricated per Offeror's recommended specifications.
- b) The pistols will begin the test with a live cartridge in the chamber and the magazine filled to capacity with service ammunition (54227).
- c) The pistols shall be placed in an environmental chamber at ambient temperature.
- d) The chamber will be activated bringing the internal temperature up to 140 degrees Fahrenheit.
- e) The pistols will remain in the chamber for a period of 6 - 8 hours.
- f) Between 6 - 8 hours the pistols will be removed and an attempt to fire all cartridges undertaken.
- g) Points
  - i) Any pistol which fires all cartridges will receive 10 points.
  - ii) Only one immediate action drill (IAD) sequence is allowed for each individual pistol.
  - iii) If the immediate action drill sequence is necessary to assist the pistol with completing the test the points will be awarded as follows:
    - (1) Level 1 IAD = minus 4 points
    - (2) Level 2 IAD = minus 6 points
  - iv) With the exception of the cartridge(s) which may be lost due to the IAD's, if the pistol cannot fire all the cartridges, this will constitute a failure.
- h) Two of the three test pistols are required to successfully complete this test.
- i) A failure of two pistols to complete this test will result in the Offeror being removed from further consideration.
- j) Firing will be conducted two hands standing with a firing rate of approximately one cartridge per second unless time is needed to document stoppages and/or the use of the immediate action sequence.

**12) LOW TEMPERATURE TEST**

***TOTAL POINTS POSSIBLE: 120***

- a) Three (3) pistols from each class will be selected for this test.
  - i) Pistols will be cleaned & lubricated per Offeror's recommended specifications.
- b) The pistols will begin the test with a live cartridge in the chamber and the magazine filled to capacity with service ammunition (54227).
- c) The pistols shall be placed in an environmental chamber at ambient temperature.
- d) The chamber will be activated bringing the internal temperature down to -40 degrees Fahrenheit.
- e) The pistols will remain in the chamber for a period of 6 - 8 hours.
- f) Between 6 - 8 hours the pistols will be removed and an attempt to fire all cartridges undertaken.

- g) Points
  - i) Any pistol which fires all of the cartridges will receive 10 points.
  - ii) Only one immediate action drill (IAD) sequence is allowed for each individual pistol.
  - iii) If the immediate action drill sequence is necessary to assist the pistol with completing the test the pistol points will be awarded as follows:
    - (1) Level 1 IAD = minus 4 points
    - (2) Level 2 IAD = minus 6 points
  - iv) With the exception of the cartridge(s) which may be lost due to the IAD's, if the pistol cannot fire all the cartridges, this will constitute a failure.
- h) Two of the three test pistols are required to successfully complete this test.
- i) A failure of two pistols to complete this test will result in the Offeror being removed from further consideration.
- j) Firing will be conducted two hands standing with a firing rate of approximately one cartridge per second unless time is needed to document stoppages and/or the use of the immediate action sequence.

**13) SAND TEST**

***TOTAL POINTS POSSIBLE: 120***

- a) Three (3) pistols from each class will be selected for this test.
  - i) Pistols will be cleaned & lubricated per Offeror's recommended specifications.
- b) The pistols will begin the test with a live cartridge in the chamber and the magazine filled to capacity with service ammunition (54227).
- c) The pistol shall be held above the sand mixture<sup>29</sup> at a height of 48". The pistol will be dropped three times in this order:
  - i) Left side down
  - ii) Sights down
  - iii) Right side down
- d) Following the third drop the pistol will be removed from the sand and an attempt to fire all cartridges in the pistol will be undertaken immediately.
- e) Points
  - i) Any pistol which fires all of the cartridges will receive 10 points.
  - ii) Only one immediate action drill (IAD) sequence is allowed for each individual pistol.
  - iii) If the immediate action drill sequence is necessary to assist the pistol with completing the test the pistol points will be awarded as follows:
    - (1) Level 1 IAD = minus 4 points
    - (2) Level 2 IAD = minus 6 points
  - iv) With the exception of the cartridge(s) which may be lost due to the IAD's, if the pistol cannot fire all the cartridges, this will constitute a failure.
- f) Two of the three test pistols are required to successfully complete this test.
- g) A failure of two pistols to complete this test will result in the Offeror being removed from further consideration.
- h) Firing will be conducted two hands standing with a firing rate of approximately one cartridge per second unless time is needed to document stoppages and/or the use of the immediate action sequence.

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29 Fine play sand, (Quikrete Play Sand, model 111351) and coarse sand (Sakrete, All Purpose Sand, UPC 7-64661-15160-9) mixed by weight 50/50 and set to a minimum depth of 4" in the test fixture.

**14) SALT WATER CORROSION TESTING**

***TOTAL POINTS POSSIBLE: 90***

- a) Three (3) pistols from each class will be selected for this test.
  - i) Pistols will be cleaned & lubricated per Offeror's recommended specifications.
- b) Tap water will be de-chlorinated with a chlorine neutralizer. Next, synthetic "Instant Ocean" salt or commercially available equivalent will be added to achieve a salinity adjusted to a specific gravity of 1.020 – 1.023 as measured by a hydrometer. Each pistol with one empty magazine will be fully submerged in this solution for 6-8 minutes.
- c) After being bathed in this solution the pistol will be removed and stored in an environmentally controlled room (68-72 deg F, 30-50% humidity) for a minimum of 2 hours not to exceed 3 hours.
- d) The pistol will be field stripped and fully submerged in tap water and then immediately removed. The disassembled pistol will be returned to the environmentally controlled room for a period of 20 hours not to exceed 28 hours.
- e) Between 20 – 28 hours, the pistol will be reassembled.
- f) The pistols will begin the test with a live service cartridge in the chamber and the magazine filled to capacity with service ammunition (54227). An attempt to fire all cartridges will then be undertaken.
- g) Points
  - i) Any pistol which fires all of the cartridges will receive 10 points.
  - ii) Only one immediate action drill (IAD) sequence is allowed for each individual pistol.
  - iii) If the immediate action drill sequence is necessary to assist the pistol with completing the test the pistol points will be awarded as follows:
    - (1) Level 1 IAD = minus 4 points
    - (2) Level 2 IAD = minus 6 points
  - iv) With the exception of the cartridge(s) which may be lost due to the IAD's, if the pistol cannot fire all the cartridges, this will constitute a failure.
- h) Two of the three test pistols are required to successfully complete this test.
- i) A failure of two pistols to complete this test will result in the Offeror being removed from further consideration.
- j) Firing will be conducted two hands standing with a firing rate of approximately one cartridge per second unless time is needed to document stoppages and/or the use of the immediate action sequence.

PHASE II, Part B (6-14) Scoring Template

Offeror "X" Class I pistol	Total points possible			Priority Factor	Total possible per Class
	Pistol 1	Pistol 2	Pistol 3		
6. Accuracy	10	10	10	10	300
7. Drop (Six axis)	10	10	10	8	240
8. Magazine test	10	10	10	7	210
9. Tactical light (Mfg)	10	10	10	5	150
10. Tactical light (FBI)	10	10	10	5	150
11. High temperature	10	10	10	4	120
12. Low temperature	10	10	10	4	120
13. Sand	10	10	10	4	120
14. Salt	10	10	10	3	90
Class I total possible score					1500

Offeror "X" Class II pistol	Total points possible			Priority Factor	Total possible per Class
	Pistol 1	Pistol 2	Pistol 3		
6. Accuracy	10	10	10	10	300
7. Drop (Six axis)	10	10	10	8	240
8. Magazine test	10	10	10	7	210
9. Tactical light (Mfg)	10	10	10	5	150
10. Tactical light (FBI)	10	10	10	5	150
11. High temperature	10	10	10	4	120
12. Low temperature	10	10	10	4	120
13. Sand	10	10	10	4	120
14. Salt	10	10	10	3	90
Class II total possible score					1500

Total possible score when combining all scores from Phase II, Part B (6-14) , Class I & II pistols for each Offeror:	3,000
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**END PHASE II TESTING**



### FBI PISTOL "END USER" ASSESSMENT FORM

Date:	Range Location:	
Shooter name:	Male / Female	Right / Left handed
Height:	Weight:	
Agency Firearms instructor: YES / NO	Years of service:	
Weapon make:	Weapon model:	
Weapon Serial #:	Hand size: XS - S - M - L - XL - XXL	
Ammunition make:	LOT #	
TES personnel present:		

<i><b>ASSESSMENT CATEGORY</b></i>	<i><b>SCORING</b></i>						
	Unacceptable			Satisfactory			Excellent
1) Safety of use	1	2	3	4	5	6	7
2) Reliability	1	2	3	4	5	6	7
3) Accuracy	1	2	3	4	5	6	7
4) Ergonomics	1	2	3	4	5	6	7
5) Simplicity of operation	1	2	3	4	5	6	7
6) Ease of field stripping/ cleaning	1	2	3	4	5	6	7
7) Finish and appearance	1	2	3	4	5	6	7
8) Assimilability into the field	1	2	3	4	5	6	7
<b>TOTAL POINTS:</b>	<b>(56 points possible)</b>						
Shooters notes/comments:							



## **FBI PISTOL “END USER” ASSESSMENT FORM DEFINITIONS:**

- 1) Safety of use
  - a. In the course of live fire, the handgun will be evaluated to determine any unsafe characteristics.
- 2) Reliability
  - a. The dependability of the handgun to perform without malfunction throughout the testing process, absent ammunition related malfunctions.
- 3) Accuracy
  - a. The ability of the handgun to “group” shots within the specific accuracy expectations of a shooter for a combat pistol.
- 4) Ergonomics
  - a. Weapon design (e.g., feel) and its ability to accommodate shooters with large or small hands, who may be right or left handed.
- 5) Simplicity of operation
  - a. The ease by which the shooter may operate the handgun effectively with minimal manipulation of control devices.
- 6) Ease of field stripping and cleaning
  - a. The ease by which the shooter may field strip, clean and reassemble the weapon.
- 7) Finish and appearance
  - a. The overall appearance of any finish applied to the exposed parts of the weapons and the absence of unsightly blemishes, tool marks and/or sharp edges.
- 8) Assimilability
  - a. The ability to easily absorb the weapon into the present FBI inventory and its compatibility with current training practices.

## **SCORING DEFINITIONS**

- 1) Unacceptable: Score of 1 = Weak or marginal with a low probability of success in meeting the requirements of the FBI shooter.
- 2) Satisfactory: Score of 4 = Satisfies the requirements of the FBI shooter and has a good probability of success.
- 3) Excellent: Score of 7 = Exceeds the requirements of the FBI shooter and the excess is useful to the FBI shooter.

Scores which fall between 1, 4 and 7 are provided to indicate additional ranges where the sample lies within the three outlined categories above.

**Session A (AM)**

	<b>Class 1 A1</b>	<b>Class 1 A2</b>	<b>Class 1 A3</b>	<b>Class 1 B1</b>	<b>Class 1 B2</b>	<b>Class 1 B3</b>	<b>Class 1 C1</b>	<b>Class 1 C2</b>	<b>Class 1 C3</b>
Dry fire	<b>5 min</b>	<b>5 min</b>	<b>5 min</b>	<b>5 min</b>	<b>5 min</b>	<b>5 min</b>	<b>5 min</b>	<b>5 min</b>	<b>5 min</b>
Fam fire	25	25	25	25	25	25	25	25	25
FBI Bullseye	30	30	30	30	30	30	30	30	30
3 strong, 3 weak (x3)	18	18	18	18	18	18	18	18	18
8 in 8 w/reload (x5)	40	40	40	40	40	40	40	40	40
El Presidente (no turning)	12	12	12	12	12	12	12	12	12
	<b>125</b>	<b>125</b>	<b>125</b>	<b>125</b>	<b>125</b>	<b>125</b>	<b>125</b>	<b>125</b>	<b>125</b>

Clean weapons - Complete assessment form - Rotate to next Offerors weapon

<b>Relay 1 shooters</b>	1	2	3	4	5	6	7	8	9
<b>Relay 2 shooters</b>	7	8	9	1	2	3	4	5	6
<b>Relay 3 shooters</b>	4	5	6	7	8	9	1	2	3

**Session B (PM)**

	<b>Class 2 A1</b>	<b>Class 2 A2</b>	<b>Class 2 A3</b>	<b>Class 2 B1</b>	<b>Class 2 B2</b>	<b>Class 2 B3</b>	<b>Class 2 C1</b>	<b>Class 2 C2</b>	<b>Class 2 C3</b>
Dry fire	<b>5 min</b>	<b>5 min</b>	<b>5 min</b>	<b>5 min</b>	<b>5 min</b>	<b>5 min</b>	<b>5 min</b>	<b>5 min</b>	<b>5 min</b>
Fam fire	25	25	25	25	25	25	25	25	25
FBI Bullseye	30	30	30	30	30	30	30	30	30
3 strong, 3 weak (x3)	18	18	18	18	18	18	18	18	18
8 in 8 w/reload (x5)	40	40	40	40	40	40	40	40	40
El Presidente (no turning)	12	12	12	12	12	12	12	12	12
	<b>125</b>	<b>125</b>	<b>125</b>	<b>125</b>	<b>125</b>	<b>125</b>	<b>125</b>	<b>125</b>	<b>125</b>

Clean weapons - Complete assessment form - Rotate to next Offeror's weapon

<b>Relay 1 shooters</b>	1	2	3	4	5	6	7	8	9
<b>Relay 2 shooters</b>	7	8	9	1	2	3	4	5	6
<b>Relay 3 shooters</b>	4	5	6	7	8	9	1	2	3

<b>Class I</b>	<b>Class II</b>		
125	125		
125	125		
125	125		
<b>375</b>	<b>375</b>	<b>750</b>	<b>Rounds per shooter per day</b>

Dry fire requires 5 magazine reloads.

Fam fire is limited to 5 cartridges per magazine with combat reloads required.



Each Offeror shall be prepared to present a shooting team<sup>30</sup> in person to conduct the Phase IV endurance testing in the presence of the FBI's representatives. The FBI will provide the two selected Offerors a minimum of 10 business day's notice of the start of phase IV testing.

The FBI anticipates conducting Phase IV testing at the FBI Academy located in Quantico, Virginia; however, the FBI reserves the right to select an alternate location if necessary. Each Offeror's representatives will execute a waiver of liability prior to participating in Phase IV testing.

The FBI will provide all of the ammunition required for this testing and it will be a combination of service, training and frangible ammunition. The FBI will assign observers to document all stoppages and/or parts breakages.

Major component parts changes will not be permitted during this assessment. Major components parts are identified for the purposes of Phase IV testing as:

1. Frame
2. Slide
3. Barrel

A failure of a major component part will result in the elimination of the Offeror from further consideration.

A failure of any other part will be documented and this part may be replaced (*limit one replacement part per pistol*) and 10 points will be deducted from the final score for Phase IV.

A failure of 2 parts in any one pistol will result in the Offeror being eliminated from further consideration.

Firing positions utilized by the shooters will be at the shooter's discretion. The chosen firing positions shall not violate any of the FBI Academy range safety procedures.

The number of stoppages and/or parts breakages will be evaluated and recorded. Malfunctions of the magazines will be charged to the weapon.

FBI testing has historically demonstrated many of the stoppages identified in handgun testing are considered "undetermined." The only stoppages which *will not be* counted against the pistol are those which are considered ammunition related and/or shooter induced.

If a stoppage occurs, the shooter is not permitted to manipulate the pistol until the stoppage has been recorded by a member of the TES. Input from the Offeror on the cause of the stoppage will be appropriately considered during the evaluation of any stoppage but the final authority of the stoppage diagnosis lies with the FBI TES.

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<sup>30</sup> Offerors are requested to bring a minimum of 6 but no more than 12 representatives to the FBI for Phase IV testing. All Offerors' representatives will be required to provide Full Names, Dates of Birth and Social Security Numbers for passage to FBI Security personnel for background checks.



**PHASE V: MAXIMUM LIFE CYCLE EVALUATION BY FBI PERSONNEL**

Phase V will be executed on both Class I & Class II pistols.

**PHASE V - Part A**

This evaluation will begin with the weapons cleaned & lubricated. Parts replacements will be executed pursuant to the Offeror's recommended maintenance interval. The pistols will be cleaned & lubricated after every 400 rounds fired.

Each Offeror will have two pistols per class evaluated during this phase. This test will stop when each pistol has reached a total of 20,000 rounds (including rounds fired in all previous phases).

Major component parts changes will not be permitted. Major components parts are identified for the purposes of Phase IV testing as:

- 1. Frame
- 2. Slide
- 3. Barrel

A failure of any other part will be documented and this part may be replaced (limit one replacement part per pistol) and the weapon may continue in testing.

A failure of 2 parts in any one pistol will result in the Offeror being removed from further consideration. If a pistol suffers a part breakage the pistol will lose 10 points from the total score for this phase.

The number of stoppages and parts breakages will be evaluated and recorded. Malfunctions of the magazines will be charged to the weapon.

Points will be awarded on the basis of the calculated total stoppage rate for all three pistols fired per class. For example Offeror "X" completed Phase IV testing with their three Class I pistols totaling 10 stoppages. The three pistols fired a total of 24,000 cartridges. Thus the stoppage rate for purposes of points is 1 per 2,400.

Total points based off the stoppage rate will be awarded as follows 1 stoppage per:

≥3,501	10 points
3,000 – 3,500	9 points
2,501 – 3,000	8 points
2,001 – 2,500	7 points
1,501 – 2,000	4 points
1,000 – 1,500	2 points
≤ 999	0 points

The points will be multiplied by a priority factor of 50.

