SOLICITATION, OFFER AND AWARD

<table>
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<th>3. Solicitation Number</th>
<th>4. Type of Solicitation</th>
<th>5. Date Issued</th>
<th>6. Requisition/Purchase Number</th>
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<td>2015AUG28</td>
<td>SEE SCHEDULE</td>
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7. Issued By

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<tr>
<td>W15QKN</td>
<td>ARMY CONTRACTING COMMAND - NJ</td>
</tr>
<tr>
<td></td>
<td>ACC-NJ-SW</td>
</tr>
<tr>
<td></td>
<td>PICATINNY ARSENAL, NJ 07806-5000</td>
</tr>
</tbody>
</table>

8. Address Offer To (If Other Than Item 7)

NOTE: In sealed bid solicitations ‘offer’ and ‘offerer’ mean ‘bid’ and ‘bidder’.

SOLICITATION

9. Sealed offers in original and number copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in until ____. Offeror will be responsible for return of copies. Caution - Late Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:

<table>
<thead>
<tr>
<th>(X)</th>
<th>Sec.</th>
<th>Description</th>
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</thead>
<tbody>
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11. Table Of Contents

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<td>Part I - The Schedule</td>
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<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Part II - Contract Clauses</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):

15A. Name and Address of Offeror

<table>
<thead>
<tr>
<th>Code</th>
<th>Facility</th>
</tr>
</thead>
</table>

16. Name and Title of Person Authorized to Sign Offer (Type or Print)

15B. Telephone Number

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Number</th>
<th>Ext.</th>
</tr>
</thead>
</table>

17. Signature

18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered

20. Amount

21. Accounting And Appropriation

22. Authority For Using Other Than Full And Open Competition:

23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)

24. Administered By (If other than Item 7)

25. Payment Will Be Made By

26. Name of Contracting Officer (Type or Print)

27. United States Of America

28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is unsuitable

Standard Form 33 (Rev. 9-97)  Prescribed By GSA-FAR (48 CFR) 53.214(c)
The U.S. Army Contracting Command — New Jersey, Picatinny Arsenal, NJ, on behalf of the Program Manager Soldier Weapons, has a requirement for the Modular Handgun System (MHS). For the purposes of this Request for Proposal (RFP) and resulting contract(s), the MHS will consist of the handgun(s), associated ammunition, and supporting accessories to include spare parts. Interested vendors will be required to supply all of the items as described in section B under the resulting contract.

The acquisition strategy is to conduct a full and open competition that will utilize the tradeoff method to evaluate and select the best value systems submitted that meet the MHS requirements as described in this RFP and attached purchase descriptions in accordance with the Federal Acquisition Regulation (FAR) Part 15, Contracting By Negotiations.

The MHS procurement is intended to be an open caliber competition, which means the choice of caliber is left to the discretion of the Offeror. Offerors are permitted to submit up to two (2) proposals configured to the specific caliber it chooses for evaluation. If an Offeror chooses to submit two (2) proposals, their submissions must each be chambered in a different cartridge of the Offeror’s choosing. In addition, each proposal must be submitted independently from each other.

Each proposal will consist of either a two (2) handgun solution (one full size and one compact), or one (1) handgun solution that meets requirements for both a full size and compact weapon, plus the following ammunition: ball, special purpose, and dummy drilled inert (DDI), as well as, accessories (to include spare parts). Offerors will have 150 days from the issue date of this RFP to submit proposal requirements as described in section L of the RFP.

Each Offeror will be required to conduct a Contractor Product Instruction/Training Demonstration session to the Government on the hardware and the manuals. The Government will schedule times and dates to conduct the Contractor Product Instruction/Training Demonstration.

The Government intends to award up to three (3) Firm Fixed Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) contracts based on the results of the initial evaluation of the proposal submission by following the evaluation procedure contained in section M of this RFP. The Government will then make a final down-selection to a single contractor by following the evaluation procedures contained in section H of this RFP. The period of performance of the base contract(s) will be ten (10) years for the handgun, accessories and spares and five (5) years for the ammunition.

Each contract that is awarded will be issued a delivery order in the base year to meet the minimum guarantee for the contract. The minimum contract guarantee will consist of the weapon system component package (CLIN 0001), as described in the statement of work. The weapon system component package items, which will be due 60 days from receipt of order will be used as part of the down-select evaluation as described in section H of this RFP. The Contractors not selected to provide production units, as a result of the down-select evaluation will have their contracts considered complete with no further obligation required by the Government.

All bid sample hardware received from unsuccessful Offerors, with the exception of ammunition, will be returned in an as tested condition. These items will be returned to the respective Offeror per the same address from which it was received.

Additional Information:
The Government intends to seek License Rights of the various technical data packages to include the handgun, ammunition, and conversion kits as described in Sections M and H of this RFP.

The Purchase Descriptions for the Modular Handgun System, and other controlled documents, will be provided separately upon request and receipt of all of the required documentation (see 52.215-4006).

The Governments Tissue Damage Model (TDM) will also be provided separately upon request and receipt of all of the required documentation (see 52.215-4006). Each Vendor who submits a valid request will receive one (1) CD with the ARDEC TDM software to which up to five (5) user software keys may be assigned.

In the event of any discrepancies between this summary and other sections of this RFP, the information contained in the appropriate section of the RFP will govern. Please contact the POC(s) for any discrepancies.
Responses must set forth full, accurate and complete information as required by this solicitation (including attachments). Fill-ins are provided on Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Responses must be plainly marked with the Solicitation Number and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

Information regarding the timeliness of response is addressed in the provision of the solicitation entitled either Late Submission, Modification and Withdrawal of Bid or Instructions to Offerors Competitive Acquisitions.

Procurement Information

X This Procurement is unrestricted

This Procurement is ___% set-aside for ________________.

The applicable SIC/NAICS codes are: __332994 and 332992__

Issuing Office

U.S. Army Contracting Command - New Jersey
ATTN: Vincent Turco
Office Symbol: ACC-NJ-SW
Picatinny Arsenal, NJ 07806-5000
Email: vincent.f.turco.civ@mail.mil

Additional Information:

Purchase Description (PD) AR-PD-177, AR-PD-179, AR-PD-180, AR-PD-183, AR-PD-184 and the Government's Tissue Damage Model are attachments to this RFP and are controlled distribution documents which limits distribution to Department of Defense and U.S. DoD contractors. This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C., App. 2401 et seq.). The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided above. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

To obtain a copy of the latest PD AR-PD-177, AR-PD-179, AR-PD-180, AR-PD-183, AR-PD-184, the Government's Tissue Damage Model, and other controlled documents, interested parties must mail / email the following documents:

a) A signed and approved DD Form 2345 Military Critical Technical Data Agreement
b) A completed AMSTA AR Form 1350 Technical Data Questionnaire
c) A completed and signed Non-Disclosure / Non-Use Agreement
d) A copy of a valid ITAR registration
e) A signed Tissue Damage Model-Shipping Request and Software Key Form

Please send these documents to:

Department of the Army
U.S. Army Contracting Command - New Jersey
ACC-NJ-SW, BLDG. 9, Mail Stop BLDG. 10
ATTN: Mr. Vincent F. Turco / Mr. Daniel Potempa
Picatinny Arsenal, NJ 07806-5000
Email: vincent.f.turco.civ@mail.mil
daniel.l.potempa2.civ@mail.mil

Upon completion of the contract(s), a Certificate of Destruction (see section J) shall be provided to the Government, no later than 10
calendar days after receipt of a modification to begin contract closeout procedures. The Certificate of Destruction will encompass all controlled distribution documents that are provided to the contract awardee(s). Any copies of the controlled distribution documents, to include digital copies, copies on the vendor’s hard drives/thumb drives/server drives, and any paper copies shall be destroyed at the conclusion of the contract(s). Mail or e-mail the below point of contact with the Certificate of Destruction:

Department of the Army  
U.S. Army Contracting Command - New Jersey  
ACC-NJ-SW, BLDG. 9, Mail Stop BLDG. 10  
Attn: Mr. Vincent F. Turco / Mr. Daniel Potempa  
Picatinny Arsenal, NJ 07806-5000

Email: vincent.f.turco.civ@mail.mil  
daniel.l.potempa2.civ@mail.mil

7. Point of Contacts for Information:

Name: Vincent F. Turco  
Email: vincent.f.turco.civ@mail.mil

Name: Daniel L. Potempa  
Email: daniel.l.potempa2.civ@mail.mil

A-2 52.223-4000 PHYSICAL SECURITY STANDARDS FOR SENSITIVE ITEMS (AS7002) OCT/2010

1. When the contract contains sensitive conventional Arms, Ammunition and Explosives (AA&E) the contractor will be required to provide proper storage and accountability. These standards are set forth in Department of Defense (DOD) 5100.76-M, dated August, 2000, entitled “Physical Security of Sensitive Conventional Arms, Ammunition and Explosives”.

2. Prior to any contract being awarded, the contractor facility must first have a pre award Physical Security Inspection of their facility conducted by the Defense Security Service (DSS). See DOD 5100.76-M, Appendix 2, Attachment 1, for a listing of DSS regions. Contractor facilities, including any subcontractors, that do not meet all of the security requirements of DOD 5100.76-M will not be awarded a contract until such time as they correct all deficiencies noted in the DSS inspection.

3. When the contract requires transportation of Sensitive Conventional AA&E, the standards set forth in Defense Transportation Regulation 4500.9-R., Defense Traffic Management, shall be followed.

4. The following website is provided to obtain the publications identified above:
   
   http://www.dla.mil/J-6/DLSMO/elibrary/Manuals/regulations/asp

A-3 52.224-4001 DISCLOSURE OF UNIT PRICE INFORMATION (AS7029) OCT/2010

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 U.S.C. 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

A-4 52.247-4000 DELIVERIES TO PICATINNY ARSENAL (AS7003) OCT/2010

Instructions for Deliveries to Picatinny Arsenal (PA):

Trucks shall deliver Monday through Thursday, excluding holidays, between the hours of 7:30 A.M. and 2:00 P.M. Enter through the truck entrance and report to the Scale House for further assistance.

Schedule shipments with ARDEC receiving personnel before delivery at telephone number (973) 724-4243, 3384 or 2503. Failure to schedule delivery could result in delay of off-loading. If you cannot deliver by the contract/purchase order delivery date, you will notify the Contract Specialist cited on DD Form 1155, SF33 or SP18 for disposition instructions.

Instructions for Deliveries to Aberdeen Proving Grounds (APG)
Times and days for delivery:
Monday thru Thursday
Ammo - 7:30 to 2:00 - Bldg. 714
Weapons and other - 7:00 to 3:00 - Bldg. 358

The ammunition delivery drivers will be given instructions at the Route 715 Gate, and a representative from Garrison ammunition will escort them back to Building 714.

The weapons and support equipment delivery drivers will need to proceed to Building 324 to gain access to the restricted area (where building 358 is located). Directions to Building 324 are located here: http://www.atc.army.mil/visitorGuide/visitor_ApprovedAccess.html Once through Building 324, the drivers will be escorted to Building 358.

All commercial vehicles and visitors (those that will require the Day Pass) must process through the Visitor Center at Maryland Gate (Rt 715) in the AA and Rt 24 Gate in EA. These gates will remain the 24-hour access points for APG. They will need a valid photo ID or government ID to enter.
Day passes will only be valid for the date issued.

All personnel desiring access to APG via a day pass must possess some form of valid photo ID, i.e. Drivers License, Passport etc. This policy includes vehicle passengers. Those without valid photo ID will be denied entrance. Visitors must have a destination on APG to be granted access.
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity/value for all orders issued against this contract shall not be less than the minimum quantity/value stated immediately below.

The maximum quantity/value for all orders issued against this contract shall not exceed the maximum quantity/value stated immediately below.

MINIMUM QUANTITY

WEAPONS:
1 Weapon System Component Package
(as described in Section C.3.1.1)

AMMUNITION:
Included in the Weapon System Component Package

MAXIMUM Program Value - $580.217 Million

ORDERING:
Within each ordering period, the government may place multiple delivery orders within the stated quantity ranges for each item up to the maximum quantity within the highest quantity range.

*** END OF NARRATIVE B0001 ***

Please submit your proposal pricing for each CLIN in each Ordering Period on one of the attached Excel Pricing Sheets as appropriate:

Initial Bid Sample Price Proposal
MHS-Section_B_One_Gun
MHS-Section_B_Full_Compact

Down Selection Price Proposal
MHS-Downselect_B_One_Gun
MHS-Downselect_B_Full_Compact

*** END OF NARRATIVE B0002 ***
Name of Offeror or Contractor:

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<th>UNIT PRICE</th>
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<tr>
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<td>MODULAR HANDGUN SYSTEM (MHS) WEAPONS SYSTEM COMP PKG - OP 1</td>
<td>1</td>
<td>EA</td>
<td>$_________</td>
<td>$_________</td>
</tr>
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</table>

COMMODITY NAME: OP 1 - PROD VER TESTING (PVT)
CLIN CONTRACT TYPE: Firm Fixed Price

See Section C - Statement of Work

Delivery due 60 days after date of delivery order award.

(End of narrative B001)

Ship to location for Handgun and Accessories:
Aberdeen Test Center
Building 358,
ATTN: Mark McCormick/George Niewenhous,
Telephone: 410-278-8025/410-278-8638
Aberdeen Proving Ground, MD 21005
mark.a.mccormick32.civ@mail.mil
george.b.niewenhous.civ@mail.mil

Ship to location for Ammunition:
Aberdeen Proving Ground Garrison
Ammunition Supply, Building 714
ATTN: TC/project no. F9185/Marc McCormick/George Niewenhous,
Telephone: 410-278-8025/410-278-8638
Aberdeen Proving Ground, MD 21005
mark.a.mccormick32.civ@mail.mil
george.b.niewenhous.civ@mail.mil

(End of narrative B002)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
FOB POINT: Destination

0002 ELECTRONIC PRESSURE, VELOCITY, ACTION TIME EPVAT
### COMMODITY NAME: OP 1 - EPVAT BARRELS

See Section C - Statement of Work

Due 90 days from date of delivery order award.

(End of narrative B001)

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<td>FROM</td>
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<tr>
<td>1</td>
</tr>
</tbody>
</table>

Ship to location for EPVAT Barrels:

Aberdeen Test Center
Building 358,
ATTN: Mark McCormick/George Niewenhous,
Telephone: 410-278-8025/410-278-8638
Aberdeen Proving Ground, MD 21005
mark.a.mccormick32.civ@mail.mil
george.b.niewenhous.civ@mail.mil

(End of narrative B002)

### Packaging and Marking

### Inspection and Acceptance

INSPECTION: Destination
ACCEPTANCE: Destination

### Deliveries or Performance

FOB POINT: Destination

### CDRLS - DD 1423

The below ELIN is associated with the Data Item numbers on the Contract Data Requirements List (CDRL) (DD Form 1423), in Section J. Reference individual CDRLs for applicable instructions and delivery dates.

(End of narrative A001)
SERVICE REQUESTED: DATA ITEMS

This CLIN applies to Data Items A001-A044, B001-B008, and C001-C002.

(End of narrative B001)

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<th>UNIT PRICE</th>
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<td>1</td>
<td>EA</td>
<td>$_________</td>
<td>$_________</td>
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COMMODITY NAME: OP 2 - FIRST ARTICLE TEST
Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

 Deliveries or Performance

FOB POINT: Origin

SHIP TO:
(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE
(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR
ITEMS REQUIRED UNDER THIS REQUISITION.

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<tr>
<td></td>
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See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
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<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<td>COMPACT MHS, COMPONENT PACKAGE</td>
<td>$__________</td>
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</tbody>
</table>

See Section C - Statement of Work

Delivery due 60 days after date of delivery order award.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
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(End of narrative B001)

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<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>1007</td>
<td>COMPACT MHS, FIRST ARTICLE TEST (FAT)</td>
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<td>EA</td>
<td>$___________</td>
<td>$___________</td>
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<tr>
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<td>COMMODITY NAME: OP 2 - FIRST ARTICLE TEST</td>
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<tr>
<td></td>
<td>Mfr CAGE: 0000</td>
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<td></td>
<td>Mfr Part Number: TBD</td>
<td></td>
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</table>

Deliveries or Performance

FOB POINT: Origin

SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

<table>
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<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
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<td></td>
<td>COMMODITY NAME: OP 2 - PRODUCTION</td>
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<td></td>
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</tr>
<tr>
<td>ITEM NO</td>
<td>SUPPLIES/SERVICES</td>
<td>QUANTITY</td>
<td>UNIT</td>
<td>UNIT PRICE</td>
<td>AMOUNT</td>
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<tr>
<td>1009</td>
<td>FULL SIZE MHS, SPARE PARTS</td>
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<td>$</td>
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<tr>
<td>1010</td>
<td>COMPACT MHS, UNIQUE SPARE PARTS</td>
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<td>COMMODITY NAME: OP 2 - PRODUCTION</td>
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</tbody>
</table>

See Section C - Statement of Work

(End of narrative B001)
### Item No. 1011

**Full Size MHS, Demonstration Model**

**Commodity Name:** OP 2 - Production  

See Section C - Statement of Work  

Due 120 days after delivery order award.

<table>
<thead>
<tr>
<th>Range Quantities</th>
<th>(\text{FROM})</th>
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### Item No. 1012

**Full Size MHS, Cutaway Model**

**Commodity Name:** OP 2 - Production  

See Section C - Statement of Work  

Due 120 days after delivery order award.
### Range Quantities

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### Packaging and Marking

### Inspection and Acceptance

**INSPECTION:** Origin  **ACCEPTANCE:** Origin

### Deliveries or Performance

**FOB POINT:** Origin

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COMMODITY NAME: OP 2 - PRODUCTION

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance
FOB POINT: Origin

1015
FULL SIZE MHS, BLANK CONVERSION KIT (FAT)  1  EA $__________ $__________

COMMODITY NAME: OP 2 - FIRST ARTICLE TEST
Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

1016

FULL SIZE MHS, BLANK CONVERSION KIT

See Range Pricing

COMMODITY NAME: OP 2 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

FROM TO UNIT PRICE
1 1000 $ 
1001 15000 $ 
15001 50000 $ 
50001 250000 $ 
250001 550000 $ 

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

1017

COMPACT MHS, BLANK CONVERSION KIT (FAT)

1 EA $ $ ______________

COMMODITY NAME: OP 2 - FIRST ARTICLE TEST

Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test Report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:
(Y00000) SHIP TO: WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

1018
COMPACT MHS, BLANK CONVERSION KIT

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Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

**Packaging and Marking**

**Inspection and Acceptance**

INSPECTION: Origin    ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60

**Deliveries or Performance**

**FOB POINT:** Origin

**SHIP TO:**

(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

(End of narrative B001)
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
### SHIP TO:

(Y00000)  SHIPPING INSTRUCTIONS FOR CONSIGNEE

(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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#### Range Quantities

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#### Packaging and Marking

#### Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

#### Deliveries or Performance

FOB POINT: Origin

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<td>The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).</td>
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<td>First Article Test Report is due within thirty (30) calendar days after the completion of First Article</td>
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The Government has 30 days to review the First Article Test report. The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:
(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIPTO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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See Range Pricing

COMMODITY NAME: OP 2 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description.

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

### Packaging and Marking

### Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60

### Deliveries or Performance

FOB POINT: Origin

SHIP TO: (Y00000)

SHIPPING INSTRUCTIONS FOR CONSIGNEE

(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. 

See Range Pricing

### COMMODITY NAME: OP 2 - PRODUCTION

See Section C - Statement of Work
Range Quantities

FROM | TO  | UNIT PRICE
1    | 1000 | $
1001 | 10000 | $
10001| 25000 | $
25001| 50000 | $
50001| 150000| $

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

1027
FULL SIZE MHS, GENERAL OFFICER PISTOL

See Range Pricing

COMMODITY NAME: OP 2 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)
See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin
ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

1029  XM152 BALL CARTRIDGE, FIRST ARTICLE TEST (FAT) 1  EA

COMMEDIT NAME: OP 2 - FIRST ARTICLE TEST
Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin
ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60
Deliveries or Performance

FOB POINT: Origin

SHIP TO:

(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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COMMODITY NAME: OP 2 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: OP 2 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
CONSIGNMENT SHEET

Name of Offeror or Contractor:

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See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: OP 2 - FIRST ARTICLE TEST

Mfr CAGE: 0000

Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

## Packaging and Marking

## Inspection and Acceptance

INSPECTION: Origin    ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60

## Deliveries or Performance

FOB POINT: Origin

SHIP TO:

(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE

(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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See Range Pricing

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## Packaging and Marking

## Inspection and Acceptance

INSPECTION: Origin    ACCEPTANCE: Origin

## Deliveries or Performance

FOB POINT: Origin
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

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<tr>
<th>ITEM NO</th>
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|                  | COMMODITY NAME: OP 2 - FIRST ARTICLE TEST|
|                  | Mfr CAGE: 0000                            |
|                  | Mfr Part Number: TBD                      |

|                  | The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).
|                  | See Section C - Statement of Work and Specific Purchase Description
|                  | First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin      ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:
(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE
(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

1037    BLANK CARTRIDGE

See Range Pricing

|                  | COMMODITY NAME: OP 2 - PRODUCTION|

See Section C - Statement of Work

(End of narrative B001)
## Range Quantities

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## Packaging and Marking

### Inspection and Acceptance
INSPECTION: Origin  ACCEPTANCE: Origin

## Deliveries or Performance

**FOB POINT:** Origin

### COMMODITY NAME: OP 2 - PRODUCTION

#### 1038 XM1152 BALL CARTRIDGE, DEMONSTRATION MODEL

Due 120 days after delivery order award.

(End of narrative B001)

## Range Quantities

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## Packaging and Marking

### Inspection and Acceptance
INSPECTION: Origin  ACCEPTANCE: Origin

## Deliveries or Performance

**FOB POINT:** Origin

### COMMODITY NAME: OP 2 - PRODUCTION

#### 1039 XM1152 BALL CARTRIDGE, CUTAWAY

Due 120 days after delivery order award.

(End of narrative B001)
See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin   ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

1040

XM1152 5F CARTRIDGE, DEMONSTRATION MODEL

$  

See Range Pricing

COMMODITY NAME: OP 2 - PRODUCTION

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin   ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin
### Item 1041

**XM1153 SP CARTRIDGE, CUTAWAY**

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**COMMODITY NAME: OP 2 - PRODUCTION**

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

### Item 1042

**ELEC. PRESSURE, VELOCITY, ACTION TIME EPVAT BARRELS**

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**COMMODITY NAME: OP 2 - PRODUCTION**

See Section C - Statement of Work

Due 90 days after delivery order award.

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## Packaging and Marking

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- INSPECTION: Origin
- ACCEPTANCE: Origin

**Deliveries or Performance**
- FOB POINT: Origin

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See Range Pricing

**COMMODITY NAME: OP 2 - PRODUCTION**

See Section C - Statement of Work

Delivery due 90 days after date of delivery order award.

(End of narrative B001)

### Range Quantities

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## Packaging and Marking

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- INSPECTION: Origin
- ACCEPTANCE: Origin

**Deliveries or Performance**
- FOB POINT: Origin

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See Range Pricing

**COMMODITY NAME: OP 2 - PRODUCTION**

See Section C - Statement of Work

Delivery due 90 days after date of delivery order award.
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Range Quantities

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Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: LICENSE RIGHTS
CLIN CONTRACT TYPE:
Firm Fixed Price

License Rights - Handgun

Purchase License Rights for Full Size and Compact Weapon portion of MHS.

This CLIN is good for the entire life of the contract.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

FOB POINT: Destination

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COMMODITY NAME: AMMUNITION - ALL 4 TYPES
CLIN CONTRACT TYPE:
Firm Fixed Price
License Rights - Ammunition

Purchase License Rights for Ammunition portion (to include Ball, Special Purpose, Blank, and Dummy Drilled Inert (DDI)) of MHS.

This CLIN is good for the entire life of the contract.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
FOB POINT: Destination

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<th>UNIT PRICE</th>
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<tbody>
<tr>
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<td>LICENSE RIGHTS - ACCESSORIES</td>
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</table>

COMMODITY NAME: LICENSE RIGHTS
CLIN CONTRACT TYPE:
   Firm Fixed Price

License Rights - Accessories

Purchase License Rights for all accessories to the Full Size and Compact Weapon portion of MHS.

This CLIN is good for the entire life of the contract.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance
FOB POINT: Destination
### 2004 Full Size MHS, First Article Test (FAT)

**Commodity Name:** OP 3 - First Article Test  
**Mfr CAGE:** 0000  
**Mfr Part Number:** TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description.

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.  
The Government has 30 days to review the First Article Test report.  
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

**Packaging and Marking**

**Inspection and Acceptance**  
**Inspection:** Origin  
**Acceptance:** Origin  
Government Approval/Disapproval Days: 60

**Deliveries or Performance**  
**FOB Point:** Origin

**Ship To:** (Y00000)  
Shipping Instructions for Consignee:  
(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

### 2005 Full Size Modular Handgun System (MHS)

**Commodity Name:** OP 3 - Production

See Section C - Statement of Work

(End of narrative B001)

**Range Quantities**
FROM | TO | UNIT PRICE
---|---|---
1 | 1000 | $
1001 | 15000 | $
15001 | 50000 | $
50001 | 250000 | $
250001 | 550000 | $

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance
FOB POINT: Origin

2007
COMPACT MHS, FIRST ARTICLE TEST (FAT) 1 EA $ $

COMMODITY NAME: OP 3 - FIRST ARTICLE TEST
Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance
FOB POINT: Origin

SHIP TO:
(000000) SHIPPING INSTRUCTIONS FOR CONSIGNEE
(SHIP-TO) WILL BE FURNISHED PRIOR
TO THE SCHEDULED DELIVERY DATE FOR
ITEMS REQUIRED UNDER THIS
REQUISITION.

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Commodity Name: OP 3 - Production

Range Quantities

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Packaging and Marking

Inspection and Acceptance

Inspection: Origin  Acceptance: Origin

Deliveries or Performance

FOB Point: Origin

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Commodity Name: OP 3 - Production

Range Quantities

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Packaging and Marking

Inspection and Acceptance

Inspection: Origin  Acceptance: Origin

Deliveries or Performance
FOB POINT: Origin

2010

**COMPACT MHS, UNIQUE SPARE PARTS**

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COMMODITY NAME: OP 3 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

2011

**FULL SIZE MHS, DEMONSTRATION MODEL**

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See Range Pricing

COMMODITY NAME: OP 3 - PRODUCTION

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin
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| FROM | TO   | UNIT_PRICE | |
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| 21   | 40   | $          |
| 41   | 100  | $          |

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**Range Quantities**

| FROM | TO   | UNIT_PRICE | |
|------|------|------------|
| 1    | 20   | $          |
| 21   | 40   | $          |
| 41   | 100  | $          |
Inspection and Acceptance
INSPECTION: Origin     ACCEPTANCE: Origin

Deliveries or Performance
FOB POINT: Origin

2014
COMPACT MHS, CUTAWAY MODEL

See Range Pricing

COMMODITY NAME: OP 3 - PRODUCTION

Due 120 days after delivery order award.
(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin     ACCEPTANCE: Origin

Deliveries or Performance
FOB POINT: Origin

2015
FULL SIZE MHS, BLANK CONVERSION KIT (FAT)

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report. The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance
FOB POINT: Origin

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See Range Pricing

COMMODITY NAME: OP 3 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

C.3.2.1.8

(End of narrative B002)

Range Quantities
FROM TO UNIT PRICE
1 1000 $
1001 15000 $
15001 50000 $
50001 250000 $
250001 550000 $

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance
FOB POINT: Origin
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

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The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

See Range Pricing

Range Quantities

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Packaging and Marking
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

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The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

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The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
### Range Pricing

**COMMODITY NAME:** OP 3 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

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### Packaging and Marking

**Inspection and Acceptance**

INSPECTION: Origin  ACCEPTANCE: Origin

### Deliveries or Performance

**FOB POINT:** Origin

### 2021

**COMPACT MHS, CONVERSION KIT - M1041 CARTRIDGE (FAT)**

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**COMMODITY NAME:** OP 3 - FIRST ARTICLE TEST

Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description.

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

**Packaging and Marking**
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</table>
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Delivery of Performance

FOB POINT: Origin

SHIP TO:
(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE
(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

2024 FULL SIZE MHS, SUPPRESSOR KIT

See Range Pricing

COMMODITY NAME: OP 3 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

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| Range Quantities |
| FROM | TO | UNIT PRICE |
| 1 | 1000 | $ |
| 1001 | 15000 | $ |
| 15001 | 50000 | $ |
| 50001 | 250000 | $ |
| 250001 | 550000 | $ |
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
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FOB POINT: Origin

2028
COMPACT MHS, GENERAL OFFICER PISTOL

See Range Pricing

COMMODITY NAME: OP 3 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

2029
XM1152 BALL CARTRIDGE, FIRST ARTICLE TEST (FAT)

1 EA $_________________ $_________________

COMMODITY NAME: OP 3 - FIRST ARTICLE TEST
Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

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The Government has 30 days to review the First Article Test report.
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(End of narrative B001)
### Packaging and Marking

#### Inspection and Acceptance
- INSPECTION: Origin
- ACCEPTANCE: Origin
- Government Approval/Disapproval Days: 60

#### Deliveries or Performance
- FOB POINT: Origin

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#### COMMODITY NAME: OP 3 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

#### Range Quantities

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#### Packaging and Marking

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- INSPECTION: Origin
- ACCEPTANCE: Origin

#### Deliveries or Performance
- FOB POINT: Origin

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Commodity Name: OP 3 - Production

See Section C - Statement of Work

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

2032

XM1153 SP CARTRIDGE, FIRST ARTICLE TEST (FAT)

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The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:

Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE
(SHIP-TO) WILL BE FURNISHED PRIOR
TO THE SCHEDULED DELIVERY DATE FOR
ITEMS REQUIRED UNDER THIS
REQUISITION.

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See Range Pricing

COMMODITY NAME: OP 3 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin    ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: OP 3 - FIRST ARTICLE TEST
Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost

W15QKN-15-R-0002 MOD/AMD
for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

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The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO: (Y00000)

SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

2035 DUMMY DRILLED INERT (DDI) CARTRIDGE

See Range Pricing

COMMODITY NAME: OP 3 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

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Packaging and Marking
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(End of narrative B001)

**Packaging and Marking**

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COMMODITY NAME: OP 3 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin   ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

2038  XM1152 BALL CARTRIDGE, DEMONSTRATION MODEL

Due 120 days after delivery order award.

(End of narrative B001)

Range Quantities

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Packaging and Marking

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INSPECTION: Origin   ACCEPTANCE: Origin

Deliveries or Performance
**FOB POINT:** Origin

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**Packaging and Marking**

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INSPECTION: Origin  ACCEPTANCE: Origin

**Deliveries or Performance**

FOB POINT: Origin

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

#### 2045

PROFILE AND ALIGNMENT GAGE FOR XM1152 BALL CARTRIDGE

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See Range Pricing

COMMODITY NAME: OP 3 - PRODUCTION

See Section C - Statement of Work

Delivery due 90 days after date of delivery order award.

(End of narrative B001)

#### Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

#### 2046

PROFILE AND ALIGNMENT GAGE FOR XM1153 SP CARTRIDGE

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See Range Pricing

COMMODITY NAME: OP 3 - PRODUCTION
See Section C - Statement of Work

Delivery due 90 days after date of delivery order award.

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin      ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: OP 4 - FIRST ARTICLE TEST
Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin      ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60
**Deliveries or Performance**

**FOB POINT:** Origin

**SHIP TO:**

(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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See Range Pricing

**COMMODITY NAME:** OP 4 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

**Range Quantities**

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**Packaging and Marking**

**Inspection and Acceptance**

INSPECTION: Origin ACCEPTANCE: Origin

**Deliveries or Performance**

**FOB POINT:** Origin

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**COMMODITY NAME:** OP 4 - FIRST ARTICLE TEST

Mfr CAGE: 0000

Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific
First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing. The Government has 30 days to review the First Article Test report. The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

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See Range Pricing

COMMODITY NAME: OP 4 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

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Packaging and Marking

INSPECTION: Origin  ACCEPTANCE: Origin

INSPECTION: Origin  ACCEPTANCE: Origin
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**COMMODITY NAME: OP 4 - PRODUCTION**

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

3012

FULL SIZE MHS, CUTAWAY MODEL

$ See Range Pricing

**COMMODITY NAME: OP 4 - PRODUCTION**

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance
Name of Offeror or Contractor:

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### Inspection and Acceptance

**INSPECTION:** Origin  
**ACCEPTANCE:** Origin

### Deliveries or Performance

**FOB POINT:** Origin

#### Item 3015

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**COMMODITY NAME:** OP 4 - FIRST ARTICLE TEST  
**Mfr CAGE:** 0000  
**Mfr Part Number:** TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.  
The Government has 30 days to review the First Article Test report.  
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

### Packaging and Marking

**INSPECTION and Acceptance**  
**INSPECTION:** Origin  
**ACCEPTANCE:** Origin  
**Government Approval/Disapproval Days:** 60

### Deliveries or Performance

**FOB POINT:** Origin

**SHIP TO:**  
(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE  
(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

#### Item 3016

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See Range Pricing
See Section C - Statement of Work

(End of narrative B001)

### Range Quantities

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### Packaging and Marking

### Inspection and Acceptance

INSPECTION: Origin    ACCEPTANCE: Origin

### Deliveries or Performance

FOB POINT: Origin

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**COMMODITY NAME: OP 4 - FIRST ARTICLE TEST**

Mfr CAGE: 0000

Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
Name of Offeror or Contractor:

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See Range Pricing

COMMODITY NAME: OP 4 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

3019 FULL SIZE MHS, CONVERSION KIT - M1041 CARTRIDGE (FAT)

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COMMODITY NAME: OP 4 - FIRST ARTICLE TEST

Mfr CAGE: 0000

Mfr Part Number: TBD
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing. The Government has 30 days to review the First Article Test report. The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO: (Y00000)
SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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<th>AMOUNT</th>
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<tbody>
<tr>
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See Range Pricing

COMMODITY NAME: OP 4 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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</table>
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

<table>
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**COMMODITY NAME:** OP 4 - FIRST ARTICLE TEST

Mfr CAGE: 0000

Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
### 3022

**COMPACT MHS, CONVERSION KIT FOR M1041 CARTRIDGE**

**Unit Price:** ______________________

See Range Pricing

**Range Quantities**

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**Packaging and Marking**

**Inspection and Acceptance**

INSPECTION: Origin  ACCEPTANCE: Origin

**Deliveries or Performance**

FOB POINT: Origin

### 3023

**FULL SIZE MHS, SUPPRESSOR KIT (FAT)**

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**COMMODITY NAME: OP 4 - FIRST ARTICLE TEST**

**Mfr CAGE:** 0000

**Mfr Part Number:** TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description.

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
### Inspection and Acceptance

**INSPECTION:** Origin  **ACCEPTANCE:** Origin  
Government Approval/Disapproval Days: 60

### Deliveries or Performance

**FOB POINT:** Origin

**SHIP TO:**  
(Y00000)  
(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

### COMMODITY NAME: OP 4 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

### Range Quantities

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### Packaging and Marking

**Inspection and Acceptance**

**INSPECTION:** Origin  **ACCEPTANCE:** Origin

### Deliveries or Performance

**FOB POINT:** Origin

### COMMODITY NAME: OP 4 - FIRST ARTICLE TEST

Mfr CAGE: 0000  
Mfr Part Number: TBD

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See Section C - Statement of Work and Specific Purchase Description

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(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin   ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance
FOB POINT: Origin

SHIP TO:
(YS0000) SHIPPING INSTRUCTIONS FOR CONSIGNEE
(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

3026 COMPACT MHS, SUPPRESSOR KIT

See Range Pricing

COMMODITY NAME: OP 4 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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(End of narrative B001)
## Packaging and Marking

## Inspection and Acceptance

**INSPECTION:** Origin  **ACCEPTANCE:** Origin

## Deliveries or Performance

**FOB POINT:** Origin

### 3027

**FULL SIZE MHS, GENERAL OFFICER PISTOL**

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See Range Pricing

**COMMODITY NAME:** OP 4 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

### Range Quantities

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## Packaging and Marking

## Inspection and Acceptance

**INSPECTION:** Origin  **ACCEPTANCE:** Origin

## Deliveries or Performance

**FOB POINT:** Origin

### 3028

**COMPACT MHS, GENERAL OFFICER PISTOL**

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See Range Pricing

**COMMODITY NAME:** OP 4 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

### Range Quantities

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</table>
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

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See Section C - Statement of Work and Specific Purchase Description

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(End of narrative B001)

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(End of narrative B001)
### Name of Offeror or Contractor:

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See Range Pricing

**COMMODITY NAME: OP 4 - PRODUCTION**

See Section C - Statement of Work

(End of narrative B001)

**Range Quantities**

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**Packaging and Marking**

**Inspection and Acceptance**

INSPECTION: Origin ACCEPTANCE: Origin

**Deliveries or Performance**

FOB POINT: Origin

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### Name of Offeror or Contractor:

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See Range Pricing

**COMMODITY NAME: OP 4 - PRODUCTION**

See Section C - Statement of Work

(End of narrative B001)

**Range Quantities**

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**Packaging and Marking**
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

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The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
### COMMODITY NAME: OP 4 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

<table>
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**Packaging and Marking**

**Inspection and Acceptance**

INSPECTION: Origin    ACCEPTANCE: Origin

**Deliveries or Performance**

FOB POINT: Origin

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**COMMODITY NAME: OP 4 - FIRST ARTICLE TEST**

Mfr CAGE: 0000  
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.  
The Government has 30 days to review the First Article Test report.  
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

**Packaging and Marking**

**Inspection and Acceptance**
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**COMMODITY NAME: OP 4 - PRODUCTION**

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

**Inspection and Acceptance**

INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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**COMMODITY NAME: OP 4 - FIRST ARTICLE TEST**

Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost
for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
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(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin    ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin
SHIP TO:
(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

3037 BLANK CARTRIDGE

See Range Pricing

COMMODITY NAME: OP 4 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking
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Name of Offeror or Contractor:

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Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

**3040**

XM1153 SP CARTRIDGE, DEMONSTRATION MODEL

See Range Pricing

COMMODITY NAME: OP 4 - PRODUCTION

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

Range Quantities

| FROM | TO  | UNIT PRICE |__________________________ |
|------|-----|------------|__________________________|
| 1    | 20  | $          |__________________________|
| 21   | 40  | $          |__________________________|
| 41   | 100 | $          |__________________________|

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

**3041**

XM1153 SP CARTRIDGE, CUTAWAY

See Range Pricing

COMMODITY NAME: OP 4 - PRODUCTION

See Section C - Statement of Work
Due 120 days after delivery order award.

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin  ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

3042

ELEC. PRESSURE, VELOCITY, ACTION TIME EPVAT BARRELS

$__________________________

See Range Pricing

COMMODITY NAME: OP 4 - PRODUCTION

See Section C - Statement of Work

Due 90 days after deliver order award.

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin  ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

3043

ACCURACY BARRELS FOR XM152 BALL CARTRIDGE

$__________________________

See Range Pricing
COMMODITY NAME: OP 4 - PRODUCTION

See Section C - Statement of Work

Due 90 days after deliver order award.

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

3044

ACCURACY BARRELS FOR XM1153 SP CARTRIDGE

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See Range Pricing

COMMODITY NAME: OP 4 - PRODUCTION

See Section C - Statement of Work

Due 90 days after deliver order award.

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

3045

PROFILE AND ALIGNMENT GAGE FOR XM1152 BALL
COMMODITY NAME: OP 4 - PRODUCTION

See Section C - Statement of Work

Delivery due 90 days after date of delivery order award.

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

PROFILE AND ALIGNMENT GAGE FOR XM1153 SP CARTRIDGE

See Range Pricing

COMMODITY NAME: OP 4 - PRODUCTION

See Section C - Statement of Work

Delivery due 90 days after date of delivery order award.

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:

(400000) SHIPPING INSTRUCTIONS FOR CONSIGNEE

See Range Pricing

COMMODITY NAME: OP 5 - PRODUCTION
See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin     ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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<td>1</td>
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COMMODITY NAME: OP 5 - FIRST ARTICLE TEST
Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin     ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60
### Deliveries or Performance

FOB POINT: Origin

SHIP TO:

(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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See Range Pricing

COMMODITY NAME: OP 5 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

### Range Quantities

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<td>10001</td>
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### Packaging and Marking

### Inspection and Acceptance

INSPECTION: Origin   ACCEPTANCE: Origin

### Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: OP 5 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)
Name of Offeror or Contractor:

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See Section C - Statement of Work

(End of narrative B001)
### Inspection and Acceptance

**INSPECTION:** Origin  
**ACCEPTANCE:** Origin

### Deliveries or Performance

**FOB POINT:** Origin

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See Range Pricing

**COMMODITY NAME:** OP 5 - PRODUCTION

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

### Packaging and Marking

### Inspection and Acceptance

**INSPECTION:** Origin  
**ACCEPTANCE:** Origin

### Deliveries or Performance

**FOB POINT:** Origin

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See Range Pricing

**COMMODITY NAME:** OP 5 - PRODUCTION

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)
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<th>AMOUNT</th>
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**Packaging and Marking**

**Inspection and Acceptance**

INSPECTION: Origin     ACCEPTANCE: Origin

**Deliveries or Performance**

FOB POINT: Origin

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**COMMODITY NAME: OP 5 - PRODUCTION**

Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost...
for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing. The Government has 30 days to review the First Article Test report. The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

Deliveries or Performance
FOB POINT: Origin

SHIP TO:
(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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COMMODITY NAME: OP 5 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.  
The Government has 30 days to review the First Article Test report.  
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.  

(End of narrative B001)
COMMODITY NAME: OP 5 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin    ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

4019

FULL SIZE MHS, CONVERSION KIT - M1041 CARTRIDGE

(FAT)

1 EA $________________ $________________

COMMODITY NAME: OP 5 - FIRST ARTICLE TEST

Mfr CAGE: 0000

Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking
Name of Offeror or Contractor: __________________________

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Deliveries or Performance

FOB POINT: Origin

SKIP TO:

(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE

(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

4020 FULL SIZE MHS, CONVERSION KIT FOR M1041 CARTRIDGE

See Range Pricing

COMMODITY NAME: OP 5 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

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Deliveries or Performance

FOB POINT: Origin

4021 COMPACT MHS, CONVERSION KIT - M1041 CARTRIDGE

(FAT) 1 EA $ ________  $ __________

COMMODITY NAME: OP 5 - FIRST ARTICLE TEST

Mfr CAGE: 0000

Mfr Part Number: TBD
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing. The Government has 30 days to review the First Article Test report. The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:
(Y00000) SHIP-TOR: ORIGIN WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

4022 COMPACT MHS, CONVERSION KIT FOR M1041 CARTRIDGE

See Range Pricing

COMMODITY NAME: OP 5 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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</table>
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
COMMODITY NAME: OP 5 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: OP 5 - FIRST ARTICLE TEST

Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking
### Inspection and Acceptance

**INSPECTION:** Origin     **ACCEPTANCE:** Origin

Government Approval/Disapproval Days: 60

### Deliveries or Performance

**FOB POINT:** Origin

**SHIP TO:**

(Y00000)  SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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See Range Pricing

**COMMODITY NAME:** OP 5 - PRODUCTION

See Section C – Statement of Work

(End of narrative B001)

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### Packaging and Marking

**Inspection and Acceptance**

**INSPECTION:** Origin     **ACCEPTANCE:** Origin

### Deliveries or Performance

**FOB POINT:** Origin

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See Range Pricing

**COMMODITY NAME:** OP 5 - PRODUCTION
See Section C - Statement of Work

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin     ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

4028  COMPACT MHS, GENERAL OFFICER PISTOL  

See Range Pricing

COMMODITY NAME: OP 5 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin     ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

4029  XM1152 BALL CARTRIDGE, FIRST ARTICLE TEST (FAT)  

See Range Pricing

COMMODITY NAME: OP 5 - FIRST ARTICLE TEST

Mfr CAGE: 0000
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

**Packaging and Marking**

**Inspection and Acceptance**

INSPECTION: Origin  ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60

**Deliveries or Performance**

FOB POINT: Origin

(SHIP TO:  (Y00000)  SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

4030  XM1152 BALL CARTRIDGE COMMERCIAL PACK  $  See Range Pricing

COMMODITY NAME: OP 5 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

**Range Quantities**

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### ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT
--- | --- | --- | --- | --- | ---
35000001 | 80000000 | $ |

**Packaging and Marking**

**Inspection and Acceptance**
INSPECTION: Origin  ACCEPTANCE: Origin

**Deliveries or Performance**

FOB POINT: Origin

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See Range Pricing

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**Packaging and Marking**

**Inspection and Acceptance**
INSPECTION: Origin  ACCEPTANCE: Origin

**Deliveries or Performance**

FOB POINT: Origin

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Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).
See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing. The Government has 30 days to review the First Article Test report. The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:
(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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COMMODITY NAME: OP 5 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

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(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:

(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

(End of narrative B001)
See Section C - Statement of Work

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: OP 5 - FIRST ARTICLE TEST

Mfr CAGE: 0000

Mfr Part Number: TBD

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See Section C - Statement of Work and Specific Purchase Description

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(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60
Deliveries or Performance

FOB POINT: Origin

SHIP TO:

(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE

(SHIP-TO) WILL BE FURNISHED PRIOR

TO THE SCHEDULED DELIVERY DATE FOR

ITEMS REQUIRED UNDER THIS

REQUISITION.

4037  BLANK CARTRIDGE  

See Range Pricing

COMMODITY NAME: OP 5 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

4038  XM1152 BALL CARTRIDGE, DEMONSTRATION MODEL  

See Range Pricing

COMMODITY NAME: OP 5 - PRODUCTION

See Section C - Statement of Work

Due 120 days after delivery order award.
### Range Quantities

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### Packaging and Marking

### Inspection and Acceptance

INSPECTION: Origin

ACCEPTANCE: Origin

### Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: OP 5 - PRODUCTION

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

### Range Quantities

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### Packaging and Marking

### Inspection and Acceptance

INSPECTION: Origin

ACCEPTANCE: Origin

### Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: OP 5 - PRODUCTION

(End of narrative B001)
Name of Offeror or Contractor:

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See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin    ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

4041 XM153 SF CARTRIDGE, CUTAWAY

See Range Pricing

COMMODITY NAME: OP 5 - PRODUCTION

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin    ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin
## COMMODITY NAME: OP 5 - PRODUCTION

See Section C - Statement of Work

Due 90 days after delivery order award.

(End of narrative B001)

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### Packaging and Marking

### Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

### Deliveries or Performance

FOB POINT: Origin

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**COMMODITY NAME: OP 5 - PRODUCTION**

See Section C - Statement of Work

Delivery due 90 days after date of delivery order award.

(End of narrative B001)

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4046

Profile and Alignment Gage for XM1153 SP Cartridge

$ See Range Pricing

4046

See Range Pricing

5004

Full Size MHS, First Article Test (FAT)

$ $ See Section C - Statement of Work and Specific Purchase Description
First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:
(Y00000)  SHIPPING INSTRUCTIONS FOR CONSIGNEE

(Ship-To) will be furnished prior to the scheduled delivery date for items required under this requisition.

5005  FULL SIZE MODULAR HANDGUN SYSTEM (MHS)  See Range Pricing

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

### Packaging and Marking

### Inspection and Acceptance

INSPECTION: Origin     ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60

### Deliveries or Performance

FOB POINT: Origin

SHIP TO:  (Y00000)   SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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See Range Pricing
### Range Quantities

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### Packaging and Marking

### Inspection and Acceptance

**INSPECTION:** Origin  **ACCEPTANCE:** Origin

### Deliveries or Performance

**FOB POINT:** Origin

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See Section C - Statement of Work

*End of narrative B001*
### Packaging and Marking

### Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

### Deliveries or Performance
FOB POINT: Origin

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FOB 点：原产地

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###包装和标记

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FOB 点：原产地

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(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin     ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

5013  COMPACT MHS, DEMONSTRATION MODEL

$___________________
See Range Pricing

COMMODITY NAME: OP 6 - PRODUCTION

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin     ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

5014  COMPACT MHS, CUTAWAY MODEL

$___________________
See Range Pricing
### COMMODITY NAME: OP 6 - PRODUCTION

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

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### Packaging and Marking

**Inspection and Acceptance**

INSPECTION: Origin   ACCEPTANCE: Origin

### Deliveries or Performance

FOB POINT: Origin

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### COMMODITY NAME: OP 6 - FIRST ARTICLE TEST

Mfr CAGE: 0000  
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

### Packaging and Marking

**Inspection and Acceptance**

INSPECTION: Origin   ACCEPTANCE: Origin
Name of Offeror or Contractor:

Government Approval/Disapproval Days: 60

**Deliveries or Performance**

**FOB POINT:** Origin

**SHIP TO:**

(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE

(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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**COMMODITY NAME:** OP 6 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

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**Packaging and Marking**

**Inspection and Acceptance**

INSPECTION: Origin  ACCEPTANCE: Origin

**Deliveries or Performance**

**FOB POINT:** Origin

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**COMMODITY NAME:** OP 6 - FIRST ARTICLE TEST

Mfr CAGE: 0000

Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).
First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing. The Government has 30 days to review the First Article Test report. The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin      ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:
(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE
(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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See Range Pricing

COMMODITY NAME: OP 6 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:
(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
### COMMODITY NAME: OP 6 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: OP 6 - FIRST ARTICLE TEST

Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

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(End of narrative B001)

Packaging and Marking
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**COMMODITY NAME: OP 6 - PRODUCTION**

See Section C - Statement of Work

(End of narrative B001)

**Range Quantities**

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**Packaging and Marking**

**Inspection and Acceptance**

INSPECTION: Origin    ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

**Skip To:**

(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE

(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

**Mfr CAGE:** 0000

**Mfr Part Number:** TBD
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:
(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE
(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

5024 FULL SIZE MHS, SUPPRESSOR KIT
See Range Pricing

COMMODITY NAME: OP 6 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing. The Government has 30 days to review the First Article Test report. The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: OP 6 – FIRST ARTICLE TEST
Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing. The Government has 30 days to review the First Article Test report. The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
COMMODITY NAME: OP 6 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

5027

FULL SIZE MHS, GENERAL OFFICER PISTOL

See Range Pricing

COMMODITY NAME: OP 6 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin
Name of Offeror or Contractor:

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COMMODITY NAME: OP 6 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: OP 7 - FIRST ARTICLE TEST

Mfr CAGE: 0000  Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing. The Government has 30 days to review the First Article Test report. The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
## Item Details

### Item 6005
- **Description:** Full Size Modular Handgun System (MHS)
- **Commodity Name:** Op 7 - Production
- **Mfr CAGE:** 0000
- **Mfr Part Number:** TBD
- **Unit Price:** See Range Pricing

### Range Quantities

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### Item 6007
- **Description:** Compact MHS, First Article Test (FAT)
- **Commodity Name:** Op 7 - First Article Test
- **Mfr CAGE:** 0000
- **Mfr Part Number:** TBD
- **Unit Price:** $__ __ __
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin   ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE
(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

6008             COMPACT MHS                         __________________________
See Range Pricing

COMMODITY NAME: OP 7 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities
FROM     TO     UNIT PRICE
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### Packaging and Marking

### Inspection and Acceptance
- INSPECTION: Origin
- ACCEPTANCE: Origin

### Deliveries or Performance
- FOB POINT: Origin

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**COMMODITY NAME:** OP 7 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

### Packaging and Marking

### Inspection and Acceptance
- INSPECTION: Origin
- ACCEPTANCE: Origin

### Deliveries or Performance
- FOB POINT: Origin

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**COMMODITY NAME:** OP 7 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)
COMMODITY NAME: OP 7 - PRODUCTION

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin   ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

COMMODITY NAME: OP 7 - PRODUCTION

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

Range Quantities

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### Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin   ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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**Note:** The table structure and content have been maintained for readability and clarity, ensuring that the data is presented in a structured format suitable for further analysis or processing.
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
### COMMODITY NAME: OP 7 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

#### Range Quantities

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#### Packaging and Marking

#### Inspection and Acceptance

INSPECTION: Origin   ACCEPTANCE: Origin

#### Deliveries or Performance

FOB POINT: Origin

### COMMODITY NAME: OP 7 - FIRST ARTICLE TEST

Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
### Packaging and Marking

### Inspection and Acceptance

INSPECTION: Origin  
ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60

### Deliveries or Performance

FOB POINT: Origin

SHIP TO:

(Y00000) Shipping Instructions for Consignee (SHIP-TO) will be furnished prior to the scheduled delivery date for items required under this requisition.

### Item 6018 - Compact MHS, Blank Conversion Kit

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See Range Pricing

Commodity Name: OP 7 - Production

See Section C - Statement of Work

(End of narrative B001)

### Range Quantities

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### Packaging and Marking

### Inspection and Acceptance

INSPECTION: Origin  
ACCEPTANCE: Origin

### Deliveries or Performance

FOB POINT: Origin

### Item 6019 - Full Size MHS, Conversion Kit - M1041 Cartridge (FAT1)

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The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin   ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:

(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE

(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

6020  FULL SIZE MHS, CONVERSION KIT FOR M1041 CARTRIDGE  $  

See Range Pricing

Commodity Name: OP 7 - Production

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
ITEMS REQUIRED UNDER THIS REQUISITION.

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See Range Pricing

COMMODITY NAME: OP 7 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:
(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE
(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

6026 COMPACT MHS, SUPPRESSOR KIT

See Range Pricing

COMMODITY NAME: OP 7 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities
FROM TO UNIT PRICE
Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance
FOB POINT: Origin

6027
FULL SIZE MHS, GENERAL OFFICER PISTOL
See Range Pricing

COMMODITY NAME: OP 7 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance
FOB POINT: Origin

6028
COMPACT MHS, GENERAL OFFICER PISTOL
See Range Pricing

COMMODITY NAME: OP 7 - PRODUCTION

See Section C - Statement of Work
Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin     ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: OP 8 - FIRST ARTICLE TEST

Mfr CAGE: 0000

Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C – Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.
**CONTINUATION SHEET**

**Name of Offeror or Contractor:**

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| 7005 | FULL SIZE MODULAR HANDGUN SYSTEM (MHS) | | | | |
| COMMODITY NAME: OP 8 - PRODUCTION | | | | | |

See Section C - Statement of Work

(End of narrative B001)

**Range Quantities**

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**Packaging and Marking**

**Inspection and Acceptance**

INSPECTION: Origin  ACCEPTANCE: Origin

**Deliveries or Performance**

FOB POINT: Origin

| 7007 | COMPACT MHS, FIRST ARTICLE TEST (FAT) | 1 | EA | | |

**COMMODITY NAME: OP 8 - FIRST ARTICLE TEST**

Mfr CAGE: 0000

Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:

(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

7008 COMPACT MODULAR HANDGUN SYSTEM (MHS) $ See Range Pricing

COMMODITY NAME: OP 8 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

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Due 120 days after delivery order award.

(End of narrative B001)

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### Packaging and Marking

### Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

### Deliveries or Performance

FOB POINT: Origin

#### 7012

**FULL SIZE MHS, CUTAWAY MODEL**

See Range Pricing

**COMMODITY NAME: OP 8 - PRODUCTION**

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

### Range Quantities

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### Packaging and Marking

### Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

### Deliveries or Performance

FOB POINT: Origin

#### 7013

**COMPACT MHS, DEMONSTRATION MODEL**

See Range Pricing
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**COMMODITY NAME: OP 8 - PRODUCTION**

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

### Range Quantities

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**Packaging and Marking**

**Inspection and Acceptance**

INSPECTION: Origin  ACCEPTANCE: Origin

**Deliveries or Performance**

FOB POINT: Origin

7014  COMPACT MHS, CUTAWAY MODEL

$  See Range Pricing

**COMMODITY NAME: OP 8 - PRODUCTION**

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

### Range Quantities

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**Packaging and Marking**

**Inspection and Acceptance**

INSPECTION: Origin  ACCEPTANCE: Origin

**Deliveries or Performance**
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing. The Government has 30 days to review the First Article Test report. The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

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COMMODITY NAME: OP 8 - FIRST ARTICLE TEST

Mfr CAGE: 0000
Mfr Part Number: TBD

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FBF POINT: Origin

SHIP TO:

(Y00000)  SHIPPING INSTRUCTIONS FOR CONSIGNEE

(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

7016    | FULL SIZE MHS, BLANK CONVERSION KIT      |          |      | $           |        |

See Range Pricing

COMMODITY NAME: OP 8 - PRODUCTION

See Section C - Statement of Work
(End of narrative B001)

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### Packaging and Marking

### Inspection and Acceptance

INSPECTION: Origin  
ACCEPTANCE: Origin

### Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: OP 8 - FIRST ARTICLE TEST
Mfr CAGE: 0000  
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

### Packaging and Marking

### Inspection and Acceptance

INSPECTION: Origin  
ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60

### Deliveries or Performance
**COMPANY NAME:** OP 8 - PRODUCTION

---

**ITEM NO:** 7018

**SUPPLIES/SERVICES:** COMPACT MHS, BLANK CONVERSION KIT

**QUANTITY:**

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**Packaging and Marking**

**Inspection and Acceptance**

INSPECTION: Origin   ACCEPTANCE: Origin

**Deliveries or Performance**

**FOB POINT:** Origin

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**ITEM NO:** 7019

**SUPPLIES/SERVICES:** FULL SIZE MHS, CONVERSION KIT - M1041 CARTRIDGE (FAT)

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**COMMODITY NAME:** OP 8 - FIRST ARTICLE TEST

Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description
First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin    ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:

(Y00000) SHIPING INSTRUCTIONS FOR CONSIGNEE

(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

7020 FULL SIZE MHS, CONVERSION KIT FOR M1041 CARTRIDGE

See Range Pricing

COMMODITY NAME: OP 8 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin    ACCEPTANCE: Origin
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

### Packaging and Marking

### Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

### Deliveries or Performance

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COMMODITY NAME: OP 8 - FIRST ARTICLE TEST
Mfr CAGE: 0000
Mfr Part Number: TBD

See Range Pricing

### COMMODITY NAME: OP 8 - PRODUCTION
See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

7023

FULL SIZE MHS, SUPPRESSOR KIT (FAT)

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COMMODITY NAME: OP 8 - FIRST ARTICLE TEST

Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60
Deliveries or Performance

FOB POINT: Origin

SHIP TO:

(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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See Range Pricing

COMMODITY NAME: OP 8 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: OP 8 - FIRST ARTICLE TEST
Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description
First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing. The Government has 30 days to review the First Article Test report. The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:
(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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See Range Pricing

COMMODITY NAME: OP 8 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

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7027

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See Range Pricing

| COMMODITY NAME: OP 8 - PRODUCTION |

See Section C - Statement of Work

(End of narrative B001)

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Packaging and Marking

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Delivers or Performance

FOB POINT: Origin

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See Range Pricing

| COMMODITY NAME: OP 8 - PRODUCTION |

See Section C - Statement of Work

(End of narrative B001)

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Packaging and Marking
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

8004
FULL SIZE MHS, FIRST ARTICLE TEST (FAT)  1  EA $  $  

COMMODITY NAME: OP 9 - FIRST ARTICLE TEST
Mfr CAGE: 0000
Mfr Part Number: TBD

8005
FULL SIZE MODULAR HANDGUN SYSTEM (MHS)  

See Range Pricing
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See Section C - Statement of Work

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: OP 9 - FIRST ARTICLE TEST
Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

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(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

**Deliveries or Performance**

**FOB POINT:** Origin

**SHIP TO:**

(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE

(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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See Range Pricing

**COMMODITY NAME:** OP 9 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

**Range Quantities**

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**Packaging and Marking**

**Inspection and Acceptance**

INSPECTION: Origin ACCEPTANCE: Origin

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**Deliveries or Performance**

**FOB POINT:** Origin

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**COMMODITY NAME:** OP 9 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)
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Range Quantities

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### Supplies/Services

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#### Range Quantities

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#### Packaging and Marking

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#### Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

#### Deliveries or Performance

FOB POINT: Origin

---

8014  **COMPACT MHS, CUTAWAY MODEL**

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See Range Pricing

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8015  **FULL SIZE MHS, BLANK CONVERSION KIT (FAT)**

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</table>

Mfr CAGE: 0000  Mfr Part Number: TBD
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:
(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE
(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

8016 FULL SIZE MHS, BLANK CONVERSION KIT $ See Range Pricing

COMMODITY NAME: OP 9 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description.

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

<table>
<thead>
<tr>
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COMMODITY NAME: OP 9 - FIRST ARTICLE TEST
Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description.

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
### COMMODITY NAME: OP 9 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

#### Range Quantities

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#### Packaging and Marking

#### Inspection and Acceptance

INSPECTION: Origin  ACCEPTANCE: Origin

#### Deliveries or Performance

FOB POINT: Origin

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**FULL SIZE MHS, CONVERSION KIT - M1041 CARTRIDGE (FAT)**

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<th>SUPPLIES/SERVICES</th>
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**COMMODITY NAME: OP 9 - FIRST ARTICLE TEST**

Mfr CAGE: 0000  
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
## Inspection and Acceptance

**INSPECTION:** Origin  
**ACCEPTANCE:** Origin  
Government Approval/Disapproval Days: 60

## Deliveries or Performance

**FOB POINT:** Origin

**SHIP TO:**  
(Y00000)  
**SHIPPING INSTRUCTIONS FOR CONSIGNEE**  
*(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.*

### Item 8020

**FULL SIZE MHS, CONVERSION KIT FOR M1041 CARTRIDGE**  
See Range Pricing

**COMMODITY NAME:** OP 9 - PRODUCTION

See Section C - Statement of Work

*(End of narrative B001)*

### Range Quantities

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## Packaging and Marking

**Inspection and Acceptance**  
**INSPECTION:** Origin  
**ACCEPTANCE:** Origin

## Item 8021

**COMPACT MHS, CONVERSION KIT - M1041 CARTRIDGE**  
*(FAT)*  
1 EA  
See Range Pricing

**COMMODITY NAME:** OP 9 - FIRST ARTICLE TEST  
Mfr CAGE: 0000  
Mfr Part Number: TBD
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin  ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO: [Y00000]  SHIPPING INSTRUCTIONS FOR CONSIGNEE
(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

8022  COMPACT MHS, CONVERSION KIT FOR M1041 CARTRIDGE

See Range Pricing

COMMODITY NAME: OP 9 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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</table>
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
### COMMODITY NAME: OP 9 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

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**Range Quantities**

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**Packaging and Marking**

**Inspection and Acceptance**

INSPECTION: Origin  ACCEPTANCE: Origin

**Deliveries or Performance**

FOB POINT: Origin

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### COMMODITY NAME: OP 9 - FIRST ARTICLE TEST

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**COMMODITY NAME: OP 9 - FIRST ARTICLE TEST**

Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
Name of Offeror or Contractor:

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### Packaging and Marking

### Inspection and Acceptance

INSPECTION: Origin  
ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60

### Deliveries or Performance

FOB POINT: Origin

SHIP TO: (Y00000)  
SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

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### Packaging and Marking

### Inspection and Acceptance

INSPECTION: Origin  
ACCEPTANCE: Origin

### Deliveries or Performance

FOB POINT: Origin

See Section C - Statement of Work

(End of narrative B001)
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See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin     ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

8028  COMPACT MHS, GENERAL OFFICER PISTOL  $________________

See Range Pricing

COMMODITY NAME: OP 9 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin     ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

9004  FULL SIZE MHS, FIRST ARTICLE TEST (FAT)  1  EA $______________ $______________
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description.

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:

(Shipment) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

9005 FULL SIZE MODULAR HANDGUN SYSTEM (MHS) $ See Range Pricing

COMMODITY NAME: OP 10 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

Range Quantities

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### Packaging and Marking

### Inspection and Acceptance

**INSPECTION: Origin**  **ACCEPTANCE: Origin**

### Deliveries or Performance

**FOB POINT: Origin**

### SHIP TO:

**(Y00000)**  **SHIPPING INSTRUCTIONS FOR CONSIGNEE**

*(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.*

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C – Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

*(End of narrative B001)*
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<tr>
<th>ITEM NO</th>
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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin     ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin     ACCEPTANCE: Origin

Deliveries or Performance

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Packaging and Marking

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

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## Deliveries or Performance

**FOB POINT:** Origin

### COMMODITY NAME: OP 10 - PRODUCTION

See Section C - Statement of Work

Due 120 days after delivery order award.

(End of narrative B001)

### Range Quantities

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### Packaging and Marking

### Inspection and Acceptance

**INSPECTION:** Origin  **ACCEPTANCE:** Origin

### Deliveries or Performance

**FOB POINT:** Origin

### COMMODITY NAME: OP 10 - FIRST ARTICLE TEST

Mfr CAGE: 0000  
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.  
The Government has 30 days to review the First Article Test report.  
The first production delivery is due Sixty (60) days
after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

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See Range Pricing

COMMODITY NAME: OP 10 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

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Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

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COMMODITY NAME: OP 10 - FIRST ARTICLE TEST
Mfr CAGE: 0000
Mfr Part Number: TBD
The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin    ACCEPTANCE: Origin
Government Approval/Disapproval Days: 60

Deliveries or Performance

FOB POINT: Origin

SHIP TO:
(Y00000)   SHIPPING INSTRUCTIONS FOR CONSIGNEE
(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

9018   COMPACT MHS, BLANK CONVERSION KIT

See Range Pricing

COMMODITY NAME: OP 10 - PRODUCTION

See Section C - Statement of Work

(End of narrative B001)

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The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
See Section C - Statement of Work

(End of narrative B001)

Range Quantities

FROM TO UNIT PRICE
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1001 15000 $        
15001 50000 $       
50001 250000 $      
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Packaging and Marking

Inspection and Acceptance
INSPECTION: Origin ACCEPTANCE: Origin

Deliveries or Performance

FOB POINT: Origin

9021

COMPACT MHS, CONVERSION KIT - M1041 CARTRIDGE

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COMMODITY NAME: OP 10 - FIRST ARTICLE TEST
Mfr CAGE: 0000
Mfr Part Number: TBD

The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.
The Government has 30 days to review the First Article Test report.
The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

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The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)

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The Offeror is instructed to submit the total cost for one (1) complete First Article Test (FAT).

See Section C - Statement of Work and Specific Purchase Description

First Article Test Report is due within thirty (30) calendar days after the completion of First Article Testing.

The Government has 30 days to review the First Article Test report.

The first production delivery is due Sixty (60) days after First Article Test approval by the Government.

(End of narrative B001)
### COMPACT MHS, SUPPRESSOR KIT

**Commodity Name:** OP 10 - Production  

See Section C - Statement of Work  

(End of narrative B001)

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### Full Size MHS, General Officer Pistol

**Commodity Name:** OP 10 - Production  

See Section C - Statement of Work  

(End of narrative B001)

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C.1.0. SCOPE

C.1.1. Objectives

The objective of this statement of work (SOW) is to define the requirements for the production and delivery of the Modular Handgun System (MHS) to the Government in accordance with the Governments MHS Purchase Descriptions, this SOW, and the associated product and data deliverables. The Contractor shall support and sustain the proposed handgun system to meet the Governments quantities required for the U.S. Army to test, operate, maintain and sustain the proposed MHS.

This SOW is broken out into 4 parts to support handgun and ammunition Production Verification Testing (PVT) / Down-Select and Evaluation (DSE) and Production. The layout is as follows:

HANDGUN

Part A Handgun PVT/DSE
Part B Handgun Production / Compact PVT

AMMUNITION

Part A Ammunition PVT/DSE
Part B Ammunition Production

NOTE: The entire statement of work (parts A & B) is applicable to the single Contractor selected as a result of the down-select evaluation.

C.1.2. Background

The U.S. Army has identified requirements for a MHS that shall provide enhanced capabilities to the Soldier. Key features are enhanced accuracy, ergonomics, terminal effects and reliability.

C.1.3. Contract Parts

The SOW requirements are broken out into two distinct parts.

a) Part A: Production Verification Testing (PVT)/Down-Select and Evaluation (DSE), Section C.3.1. Part A defines the scope of the requirement that the Contractor shall perform prior to the final best value down-selection to a single vendor through the source selection process.

b) Part B: Production (Full Rate), Section C.3.2. Part B of the SOW defines the scope of the requirement after the final down-selection has been made to a single Contractor.

C.1.3.1. Part A (Production Verification Testing / Down-Select and Evaluation)

The Contractor shall provide a MHS Component Package for Production Verification Testing (PVT) in accordance with Section C.3.1.1.

C.1.3.2. Part B (Compact PVT and Production)

Part B of the contract is for the Compact PVT and production of the Modular Handgun System (Full Size and Compact) made in accordance with a Contractor TDP and Detail Specification, AR-PD-177. The Contractor shall provide production representative weapon systems to support First Article Test (FAT), for the handgun, in accordance to AR-PD-177, and the Logistics Demonstration (LD). Following acceptable completion of FAT, the Contractor will deliver the Modular Handgun Systems and spare parts per the schedule set-forth in each order.
C.2.0. APPLICABLE DOCUMENTS

C.2.1. Government Standards

Specifications, Standards, and Handbooks. The following specifications, standards and handbooks form a part of the document to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the latest issue of the Department of Defense Index of Specifications and Standards (DoDISS) and supplement thereto.

HANDBOOKS

MIL-HDBK-61A(SE): Configuration Management Guidance
MIL-HDBK-470A: Designing and Developing Maintainable Products and Systems

STANDARDS

MIL-STD-882E: Standard Practice for Systems Safety
MIL-STD-129P: Standard Practice for Military Marking for Shipment and Storage
MIL-STD-130N: Identification Marking of US Military Property
MIL-STD-31000A: Technical Data Packages
MIL-STD-38784: Manuals, Technical: General Style and Format Requirement
MIL-STD-1472G: Human Engineering
MIL-STD-3018: DoD Standard Practice Parts Management

C.2.2. Other Government Documents, Drawings and Publications

OPERATING PROCEDURE:

TOP-3-2-045: Automatic Weapons, Machine Guns, Hand and Shoulder Weapons

DRAWINGS:


PURCHASE DESCRIPTIONS:

AR-PD-177: Purchase Description Modular Handgun
AR-PD-179: Cartridge, Caliber: Modular Pistol, Special Purpose - XM1153
AR-PD-180: Cartridge, Caliber: Modular Pistol, Ball - XM1152
AR-PD-183: Cartridge, Caliber: Modular Pistol, Blank - XM1157
AR-PD-184: Cartridge, Caliber: Modular Pistol, Dummy - XM1156

REGULATIONS:

DFARS 252.211-7003: Item Unique Identification and Valuation (December 2013)
AMC-R 385-2: Ionizing Radiation Safety Program

OTHER:

International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air
International Maritime Dangerous Goods Code (IMDG)
Code of Federal Regulations (CFR) Title 49
C.3.0. REQUIREMENTS

C.3.1. Part A: Production Verification Testing (PVT)/Down-Select and Evaluation (DSE)

C.3.1.1. Weapon System Component Package

The Contractor shall provide one (1) Weapon System Component Package, for PVT, manufactured to satisfy purchase descriptions AR-PD-177. The Weapon System Component Package shall include the following items:

- Modular Handgun Systems (Qty 100) (Section C.3.1.2)
- Ammunition Support Package (See Section C.5.1.1)
- Contractor Support Package - Adequate supply of spare and repair parts, including barrels and cleaning kits, special tools and gages, as necessary, to support all handguns for the duration of the PVT. Failure to provide adequate supply of spare and repair parts will directly affect the results of the testing.
- Magazines, Standard (Qty 150)
- Magazines, Extended (Qty 150)
- Grip Inserts, Ransom Rest (Qty 3)
- Holster Sleeve, Right Hand (Section 3.1.3) (Qty 30)
- Holster Sleeve, Left Hand (Section 3.1.3) (Qty 10)
- MOLLE Compatible Magazine Pouches (Section 3.1.4) (Qty 60)
- Non-metallic Coupons for Chemical Compatibility Testing (Section C.3.1.6)
- MIL-STD Manuals (Section C.3.1.11.2)
- Instructor and Key Personnel Training (Section C.3.1.7.1.2)
- Logistics Demonstration (Section C.3.1.7.1.3)
- Technical Data Package (Section C.3.1.11.5)

C.3.1.2. Modular Handgun System

Each MHS shall include the following items:

- Handgun, Full Size (Qty 1)
- Magazines, Standard (Qty 1)
- Magazines, extended (Qty 2)
- Bore Brush (Qty 1)
C.3.1.3. Holster Sleeve

The MHS holster sleeve shall be capable of safely and securely retaining the MHS. The MHS holster sleeve shall attach to the Improved Modular Tactical Holster (IMTH) Blackhawk holster system. The provided holster sleeve, shall be non-black, and shall attach to the Blackhawk SERPA Quick Disconnect (female adapter), PN 430952CT.

C.3.1.4. Magazine Pouch

The MOLLE compatible magazine pouch shall securely carry 1 extended magazine. The magazine pouch shall have a cover to protect the magazine from environmental conditions, such as sand, dust, mud, etc. and shall have a drain hole. The magazine pouch shall be similar in form, fit and function as the currently issued magazine pouches listed here: NSN 8465-01-524-7361 (Digital ACU) or 8415-01-519-6467 (Olive Drab) or 8415-01-519-5184 (Khaki).

C.3.1.5. Bore Brush

The bore brush for the handgun shall be compatible with the currently issued cleaning rod: Rod, Cleaning, Cal .45, M4 Drawing number 5564102. A drawing for the currently issued cleaning brush tip is included for reference: Tip, Cleaning Brush Drawing number 5238602. These drawings are included as attachments.

C.3.1.6. Non-metallic Coupons

The MHS will be subjected to exposure to various chemicals during the chemical compatibility testing. The vendor shall provide 22 coupons (samples) of each type of non-metallic material used on the MHS. The coupons shall be labeled to identify the associated weapon components. These coupons should be approximately 1/4in x 2in x 2in in size, and may be cut sections from actual components. For example, a rubber grip may be cut into sections to provide the coupons.

C.3.1.7. Data and Support

C.3.1.7.1. Meetings and Reviews

C.3.1.7.1.1. Start of Work Meetings

The MHS Contractor shall conduct a 1-2 day Start of Work meeting, which shall include the Government and all major handgun Sub-Contractors. The meeting shall be scheduled within ten (10) business days After Contract Award (ACA), and conducted within 30 calendar days ACA. The Contractor shall notify the Government of the Start of Work Meeting, DI-ADMN-81505, (CDRL A001). The location of the review shall be at the Contractors handgun production facility. A major Sub-Contractor is defined as a Sub-Contractor that produces or provides 10% or more of the unit on a cost basis of the handgun. There will be a separate Start of Work Meeting for the ammunition manufacturer(s).

C.3.1.7.1.2. Instructor and Key Personnel Training (I&KPT)

The Contractor shall develop and submit Training Materials DI-ILSS-80872, (CDRL A002) and provide training for the Governments Instructors and Key Personnel (I&KP). The training shall be conducted at Aberdeen Proving Grounds, MD, at a facility provided by the Government. The Contractor shall anticipate training up to thirty (30) Instructors and Key Personnel in two (2) training sessions of 15 students in each class. The Contractor shall be notified 30 days prior to the scheduled I&KPT.

C.3.1.7.1.3. Logistics Demonstration Full Size

The MHS Contractor will support the Government, by means of providing one (1) subject matter expert and one (1) technical writer, for up to one (1) week, during the MHS Logistics Demonstration (LD). The LD will be conducted at Aberdeen Proving Grounds, in Aberdeen, Maryland. The LD is a verification test conducted in a representative field environment to examine the full range of support that has been designed and developed for the MHS, exercising the skills and talents of actual user personnel. A Logistics Demonstration (LD) is the nondestructive disassembly and reassembly of a system using its related TM, Test Measurement and Diagnostic Equipment (TMDE), tools, training, and support equipment. The purpose of a LD is to examine the adequacy of the System Support Package (SSP) and ensure
that the gaining unit has the logistical capability to achieve initial operational capability (IOC). The MHS-LD will be conducted prior to the materiel release and will:

a) Examine the supportability of the MHS materiel design.
b) Examine the adequacy of maintenance for the system (task allocation, troubleshooting procedures) and its peculiar support equipment.
c) Examine the technical publications and Maintenance Allocation Charts (MAC) Charts.
d) Examine the training and training devices.
e) Examine Human Factors Engineering (HFE) aspects and MANPRINT of operator and maintainer tasks.
f) Examine TMDE including the diagnostic procedures in the technical manual, if required.

C.3.1.7.1.4. IPT Meetings

As IPT members, the Contractor, Sub-Contractors and Government personnel shall participate in IPT meetings as required throughout the Contract life. The time and location (or teleconference) of the IPT Meeting shall be driven by the topic, and as agreed upon among the IPT members, however any IPT member may request to convene an IPT meeting (or teleconference) at any time by simple notification and invitation to all other parties. The convening member will provide the topic and the agenda in advance.

C.3.1.7.1.5. Meeting Minutes

The Contractor shall provide meeting minutes to all participants for each meeting DI-ADMN-81505, (CDRL A003).

C.3.1.8. System Safety Handgun (Full size and Compact, or 1 gun solution)

C.3.1.8.1. System Safety Program

The Contractor shall establish and maintain a System Safety Program MIL-STD-882E, Standard Practice for System Safety, which will include a System Safety Plan. As a minimum, the Contractor shall implement a system safety program and a hazardous material management plan, which shall consist of conducting hazard analyses and assessments specified herein and establishing and maintaining a hazard tracking and risk resolution system for the entirety of the contract. If no specific analysis techniques are directed, or if the Contractor recommends that a different technique than specified by the Government should be used, the Contractor shall obtain Government approval of techniques to be used prior to performing the analysis. The hazard tracking and risk resolution shall be an integral part of the Integrated Product Team (IPT) meetings to influence the MHS corrective actions. Also, the Contractor shall identify System Safety Working Group (SSWG) members. The SSWG shall coordinate all matters that are safety related with the Government. The System Safety Plan shall be submitted DI-SAFT-81626 (CDRL A004). The Contractor shall submit the required reports in support of the System Safety Program: Health Hazard Assessment Report DI-SAFT-80106C (CDRL A005); Critical Safety Item, Characteristics and Critical Defect Report, DI-SAFT-80970A (CDRL A006); Failure Mode, Effects, and Critical Analysis Report DI-SESS-81495 (CDRL A007). Explosive Hazard Classification Data, DI-SAFT-81299C (CDRL A008), shall be submitted for all explosives or munitions delivered to the Government. Radiation Hazard Control Procedures, DI-SAFT-80184A (CDRL A009), shall be submitted if the Contractor is providing the Government with radioactive material (such as in night sights). The Contractor shall submit a System Safety Program Progress Report, DI-SAFT-80105B (CDRL A010).

C.3.1.8.2. System Safety Hazard Analysis Report (SSHAR)

The Contractor shall provide System, Subsystem, and Operating and Support Hazard Analyses. Results of the Hazard Analysis shall be documented and a System Safety Hazard Analysis Report (SSHAR) shall be submitted DI-SAFT-80101C (CDRL A011). The SSHAR shall be updated throughout the duration of the contract to reflect any updates to the MHS.

C.3.1.8.3. Safety Assessment Report (SAR)

The Contractor shall conduct a safety assessment of the components, subsystems and system. The Safety Assessment Report (SAR) shall be submitted DI-SAFT-80102C (CDRL A012). A SAR is required with the delivery of any configuration or component to the Government for testing or demonstration. This may require preparation and delivery of more than one SAR. The SAR shall contain results from the Contractors safety assessments, hazard analyses, and testing. The SAR shall also contain Range Safety recommendations for testing at Government facilities.

C.3.1.8.4. Accident/Incident Report
The Contractor shall provide a report to the PCO immediately following any major accident/incident (including fire) resulting in any one or more of the following: causing one or more fatalities, or one or more disabling injuries; damage of Government property exceeding $10,000; the effect on program planning or production schedules; degrading the safety of equipment under contract, such that personal injury or property damage may be involved; identify a potential hazard requiring corrective action. The Contractor shall prepare an Accident/Incident Report for each incident, DI-SAPT-81563 (CDRL A013).

C.3.1.8.5 Radioactive Material

C.3.1.8.5.1 Radioactive Material Justification

Paragraph 9-3.b.(2) of RDECOM Regulation 385-10 states: "Use of radioactive materials in Army materiel must be minimized, as much as possible, consistent with mission requirements. Radioactive materials should not be used in Army materiel unless there are no reasonable non-radioactive alternatives. It must be established and documented for the record why the use of radioactive material is the only means of meeting military operational requirements." The Contractor shall submit justification for the use of radioactive material DI-MISC-80508B (CDRL A014).

C.3.1.8.5.2 Radioactive Wipe Test

In accordance to AMC Regulation 385-2, Ionizing Radiation Safety Program, radioactive materials shall not be permitted on the MHS. The Contractor shall conduct a radioactive wipe test on all handguns and sights to prove that there are no radioactive parts, and submit a Radioactive Wipe Test Report, DI-NDTI-80809B (CDRL A015).

C.3.1.9. Environmental Compliance

All activities shall comply with applicable Federal, State and Local Environmental Laws and Regulations, Executive Orders, Treaties and Agreements, and other guidelines designed to minimize the MHS programs impact on the environment.

C.3.1.10. Quality

C.3.1.10.1. Quality Program Plan

The Contractor shall provide a documented quality program plan in accordance with the Contractors quality management system. The plan shall include the quality system compliance/certification status, and a description of the current or planned programs that will be in place for the production of the MHS and all ammunition types (Ball, Special Purpose, Dummy, etc.), to include lot traceability and vendor/Sub-Contractor oversight. The plan shall include sections covering Inspection/Test Plan (to include, as a minimum: incoming inspections; in-process inspections and controls; and final inspections), Critical Defect Program, Acceptance Inspection Equipment (AIE), Process Control Documentation, a system to address non-conforming materials and corrective actions in the event of a non-conformance, and Rework. The Contractor shall submit the Quality Program Plan, for both prime and Sub-Contractor(s) DI-QCIC-81722 (CDRL A016) for Government review and approval. A new Quality Program Plan shall be submitted if there is any change for both prime and Sub-Contractor(s) and shall be subject to Government approval.

C.3.1.11. Integrated Logistics Support (ILS)

C.3.1.11.1. Configuration Management and Control

The Government will manage and control the configuration of the MHS, all accessories and ammunition. The configuration of the MHS shall be identical to the submitted bid sample units. Any proposed changes must be submitted via Engineering Change Proposal to the Government for review and Government authorization prior to implementation. Any changes not authorized shall be considered non-conforming, and the affected handguns shall not be accepted by the Government. All configuration management requirements shall apply and be passed on to all Sub-Contractors and vendors.

Upon contract award, the configuration of the MHS shall be frozen to the submitted documented configuration (TDPs). All hardware delivered under this contract are to be of a single design. Such design is to be thoroughly documented and access to such documentation including copying thereof shall be granted to the Government. Modifications from the baseline design shall be approved by the Government in advance and prior to implementation and thoroughly tested, documented and tracked via Engineering Change Proposal (ECP) DI-SESS-80639D (CDRL A017), Request for Variance (RFV) DI-SESS-80640D (CDRL A018), and Notice of Revision (NOR) DI-SESS-80642D (CDRL A019),
as applicable. The Contractor shall maintain a separate and unique ECP numbering system for this contract. ECPs, RFVs, and NORs, regardless of origin (prime or Sub-Contractor), shall be numbered sequentially and consistently.

The contractor shall (and shall cause Sub-Contractors and vendors to) provide updates via engineering change proposals, to the Government, for the item(s) designed/developed/modified/produced by this contract for the life of this contract and shall incorporate all changes in accordance with the following:

- All engineering changes shall be incorporated into the applicable engineering data within 90 days after engineering release/Government concurrence, or at intervals of five changes, whichever occurs first, except a change involving safety, which shall be incorporated immediately.
- All engineering changes shall be incorporated into the applicable engineering data prior to delivery of data for review.
- All engineering changes shall be incorporated into the applicable engineering data prior to delivery of final media (this includes all Engineering Change Proposals (ECPs) generated as a result of the preliminary data review).

Configuration change documentation (ECP, RFV, NOR) shall include the complete original drawings for the affected parts (highlighted to show items/areas to be changed), the complete proposed change drawings, and the next higher assembly drawings. Configuration change documentation shall include the results of both production verification testing and production representative (First Article) testing to adequately demonstrate that the proposed changes meet all requirements. Test sample quantities for configuration change purposes shall be statistically relevant. Government approval of configuration change documentation shall not alleviate the Contractors obligation to meet Purchase Description and SOW requirements.

The Contractor shall develop, submit for Government approval, and maintain a Configuration Management (CM) Plan MIL-HDBK-61A (SE), EIA649, EIA-649-1, and DI-SESS-80858C (CDRL A020). All configuration changes shall be incorporated into both the Contractors maintained TDP, and Government managed TDP utilizing the ECP process detailed in this section.

C.3.1.11.2. Technical Manuals (TMs)

New equipment technical manuals to support the MHS shall be developed. The Preliminary Technical Manuals (PTMs) preparation requirements and the delivery requirements are described below. Maintenance instructions and Repair Parts and Special Tools List (RPSTL) shall be developed in the same sequential order as the two-level maintenance allocation chart (MAC). The new equipment TMs shall reflect the bid sample hardware configuration. The PTM submission(s) must be a complete publication (minus NSNs) as required in MIL-STD 40051-2B.

The following manuals shall be developed:

The TM numbers shall be provided to the Contractor by the Government.

C.3.1.11.3. Contractor Validation

The Contractor shall validate the operator/maintainer manuals produced in accordance with paragraph C.3.1.11.2. The Validation effort shall be held at the Contractors facility unless otherwise specified by the Contracting Officer. Within 30 days after Contract Award, the Contractor and Government shall agree to a date to conduct the Validation. The Government reserves the right to observe the Validation effort and will schedule observers as needed. The Contractor shall produce a Validation Plan DI-TMSS-81818 (CDRL A021), and a Validation Report DI-TMSS-81819A (CDRL A022).

C.3.1.11.4. Supportability Analysis (SA) Full Size MHS

The Contractor shall perform/update a Supportability Analysis for the Full Size MHS, that will include Failure Mode, Effects and Critical Analysis Report (FMECA), DI-SESS-81495 (CDRL A007), and a Maintainability Task Analysis DI-MISC-80508B, tailored, (CDRL A023).

C.3.1.11.5. Provisioning Requirements / Technical Data Package (TDP)

C.3.1.11.5.1. Provisioning Spreadsheet

The Contractor shall complete and submit the attached MHS Initial Provisioning Spreadsheet for all MHS components listed below, to support the provisioning and cataloging DI-MISC-80508B, tailored, (CDRL A024).
The Contractor shall submit the Initial Provisioning Spreadsheet for the following items:

a) MHS
b) MHS, Compact
c) Suppressor Kit, Full Size
d) Special Tools/Gages, as required/applicable to the above listed items

C.3.11.5.2. Engineering Drawing Tree

The Contractor shall provide an Engineering Drawing Tree for the MHS, DI-DRPR-81961 (CDRL B001). This MHS top-down engineering drawing tree shall specify all components of the system that reflect the system, its subsystems, subassemblies/major assembly drawings, the components associated with their respective subassemblies and/or subsystems, and individual piece parts with cage codes that are necessary for a full-up provisioning of the production MHS. The Contractors MHS top-down engineering drawing shall also reflect appropriate maintenance drawings, complete parts lists and all other ancillary test and support equipment drawings necessary to facilitate the maintenance concept.

The Contractor shall submit the Engineering Drawing Tree for the following items:

a) MHS
b) MHS, Compact
c) Suppressor Kit, Full Size
d) Special Tools/Gages, as required/applicable to the above listed items

C.3.11.5.3. Technical Data Package

The Contractor shall prepare and deliver the Technical Data Packages (TDPs) and associated parts lists for the MHS, DI-SESS-81000E, MIL-STD-31000A and TDP Option Selection Worksheet (CDRL B002), Commercial Drawings/Models and Associated Lists DI-SESS-81003E (CDRL B003), Quality Assurance Provisions DI-CNAN-80789 (CDRL B004), Special Tooling (ST) Drawings/Models and Associated Lists DI-SESS-81008E (CDRL B005), Design Specification DI-MCCR-81344 (CDRL B006), Special Packaging Instructions (SPI) Drawings/Models and Associated Lists DI-PACK-80121C (CDRL B007), Parts List DI-SESS-81359B (CDRL B008). The Contractor shall arrange the drawings in an "engineering top down drawing tree" format to insure that all the necessary drawings have been provided, reference DI-DRPR-81961, Engineering Drawing Tree.

The Contractor shall submit the TDPs and parts lists for the following items:

a) MHS
b) MHS, Compact
c) Suppressor Kit, Full Size
d) Special Tools/Gages, as required/applicable to the above listed items

C.3.11.6. Support Equipment Full Size MHS

The term support equipment includes all common, peculiar support equipment, automated test equipment (ATE) and calibration equipment. The Contractor shall conduct a support equipment (SE) program that facilitates as well as implements this maintenance concept. The MHS SE objective is to minimize or eliminate, if possible, all common, peculiar, test, TMDE, and calibration equipment/tools at all levels of maintenance (Field and Sustainment). Where practical and less costly the Contractor shall propose the use of Commercial-Of-The-Shelf (COTS) support/test/calibration equipment/tools. The Contractor shall provide a Maintenance, Test and Support Equipment List DI-SESS-80294B (CDRL A025).

C.3.12. Marking

The Contractor shall provide a marking plan which will be implemented on production handguns. The Government must provide approval of the plan prior to Contractor implementation. Approval will be provided after award of a production order.

C.3.12.1 Marking Plan

The Contractor shall submit a Marking Plan for Government approval. The plan will provide details on how and where the Contractor intends to mark the handguns to meet the marking requirements. The plan must include detailed TDP drawings, DI-SESS-81000E, MIL-STD-31000A and TDP Option Selection Worksheet (CDRL B002), Commercial Drawings/Models and Associated Lists DI-SESS-81003E (CDRL B003), Quality Assurance Provisions DI-CNAN-80789 (CDRL B004), Special Tooling (ST) Drawings/Models and Associated Lists DI-SESS-81008E (CDRL B005), Design Specification DI-MCCR-81344 (CDRL B006), Special Packaging Instructions (SPI) Drawings/Models and Associated Lists DI-PACK-80121C (CDRL B007), Parts List DI-SESS-81359B (CDRL B008). The marking plan will be submitted within 90 days after Contract Award for approval by the Government. Marking requirements may be added, deleted, or changed depending on final design.
C.3.1.12.2. Marking Requirements

The MHS marking plan shall address the following requirements:

The MHS shall be marked with the following information on the serialized component:

a) Bureau of Alcohol, Tobacco, Firearms and Explosives requirements for Contractors name, city and state.

b) For the full size MHS, the exact digits U.S. XX M17, where XX is the caliber. For the compact MHS, the exact digits U.S. XX M??, where XX is the caliber.

c) The Government issued part number, which shall be provided to the Contractor by the PCO.

d) The Contractors cage code.

e) Serial number in the format of X000001, where the X shall be the first letter of the Contractors name. The serial numbers shall begin with the number one and increase sequentially. (The full size and compact handguns shall have different part numbers, therefore there will be two sets of serial numbers, one set for the full size, and one set for the compact MHS).

The MHS shall be marked with the following additional information:

a) The slide of the MHS shall have the Government Part number.

b) The slide of the MHS shall have the Contractors cage code.

c) The barrel of the MHS shall have the Government Part number.

d) The barrel of the MHS shall have the Contractors cage code, or other unique Contractor marking.

e) The barrel of the MHS shall have a proof marking, certifying that the barrel was tested with a high pressure round.

C.3.1.12.3 General Officer MHS

a) The General Officer MHS shall be delivered in accordance to:

1. Full Size Section C.3.2.1.2
2. Compact Section C.3.2.1.3

b) The following change will be made to the General Officer MHS:

1. Serial number of the full size handgun shall begin with the letters GO, followed by a dash, followed by 4 numeric digits, sequentially marked, beginning with GO-X0001, where the X shall be the first letter of the Contractors name.

2. Serial number of the compact handgun shall begin with the letters GO, followed by a dash, followed by 4 numeric digits, sequentially marked, beginning with GO-X0001, where the X shall be the first letter of the Contractors name.

C.3.1.13. Copyright & Technical Data Rights

The Governments technical data rights are specified in the Defense Federal Acquisition Regulation Supplement (DFARS) clauses 252.227-7013 and 252.227-7015. The Contractor shall provide unlimited rights for data related to form, fit, function, (FFF) or necessary for installation, operation, maintenance and training (IOMT) purposes (other than detailed manufacturing or process data) as described in Title 10 USC 2320 and technical manuals (TMs) specifically prepared for this statement of work / contract. Further, DFARS clause 252.227-7013 specifies certain copyright rights to be granted or obtained for the Government. If any content includes copyrighted material, the Contractor shall furnish full copyright release for that data. The Contractor shall provide the Data and Copyright Release, DI-MISC-80508B, (CDRL A026).


The Contractor shall implement an employee verification process, to include Sub-Contractors, whether through background checks or other similar processes and provide an OPSEC Verification Report (CDRL A027) explaining how the verification process was completed and attest to the trustworthiness of the workforce.

C.3.1.15. Export Control Requirement

Export of technical data under this contract to Foreign Persons which is not accompanied by a perfected compliance instrument, as defined in International Regulation (ITAR) Section 120-16 is not authorized.

Technical Data shall be marked in accordance with the following:

EXPORT CONTROL WARNING NOTICE: WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (TITLE 22, U.S.C. , SEC 2751, ET SEQ) or the Export Administration Act of 1979, as amended, (TITLE 50, U.S.C. , APP 2401ET SEQ). Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.
C.3.2. Part B: PRODUCTION (Applicable requirements after down-selection)

C.3.2.1. Hardware

C.3.2.1.1. Compact Modular Handgun System Component Package

The Contractor shall provide one (1) Compact MHS Component Package for Compact PVT manufactured to satisfy purchase descriptions AR-PD-177. The Compact MHS Component Package shall include the following items:

- a) Compact Modular Handgun Systems (Qty 75) (Section C.3.2.1.3)
- b) Ammunition Support Package, Compact (See Section C.5.2.1.2.1)
- c) Contractor Support Package - Adequate supply of spare and repair parts, including barrels and cleaning kits, special tools and gages, as necessary, to support all handguns for the duration of the Compact PVT. Failure to provide adequate supply of spare and repair parts will directly affect the results of the testing.
- d) Magazines, Compact (Qty 150)
- e) Magazines, Standard (Qty 150)
- f) Grip Inserts, Ransom Rest (Qty 3)
- g) Holster, Compact, Right Hand (Qty 30)
- h) Holster, Compact, Left Hand (Qty 20)
- i) Magazine Pouches, Compact (Qty 60) (Section 3.2.1.11)
- j) Non-metallic Coupons for Chemical Compatibility Testing (Qty 50) (Section C.3.2.1.15)
- k) MIL-STD Manuals (Section C.3.2.12)
- l) Instructor and Key Personnel Training (Section C.3.2.4.1.5)
- m) Technical Data Packages (Section C.3.2.17)

C.3.2.1.2. Modular Handgun

The Contractor shall deliver the MHS to the Government. The MHS shall satisfy all the requirements of Purchase Description AR-PD-177. Each MHS, as packaged and delivered, shall include the following items:

- a) Handgun, Full Size (Qty 1)
- b) Magazines, Standard (Qty 1)
- c) Magazines, Extended (Qty 2)
- d) Bore Brush (Qty 1)

C.3.2.1.3 Modular Handgun System, Compact

The Contractor shall deliver the Compact MHS to the Government. The MHS shall satisfy all the requirements of Purchase Description AR-PD-177. Each MHS, as packaged and delivered, shall include the following items:

- a) Handgun, Compact (Qty 1)
- b) Magazines, Compact (Qty 1)
- c) Magazines, Standard (Qty 2)
- d) Bore Brush (Qty 1)

C.3.2.1.4. Suppressor Kit

If the XM17 MHS is not capable of accepting a suppressor (i.e.: the handgun does not have a threaded barrel, or the sights may be obscured by a suppressor) the Contractor shall supply a kit that could include a threaded barrel, taller sights, or a slide that incorporates higher sights so that the suppressor kit can be installed by the Operator, without the use of tools. The suppressor kit shall include all necessary hardware to fire the MHS suppressed, not including the suppressor. The Government is not purchasing a suppressor with this kit.

C.3.2.1.5. Suppressor Kit, Compact

If the Compact MHS is not capable of accepting a suppressor (i.e.: the handgun does not have a threaded barrel, or the sights may be
obscured by a suppressor) the Contractor shall supply a kit that could include a threaded barrel, taller sights, or a slide that incorporates higher sights so that the suppressor kit can be installed by the Operator, without the use of tools. The suppressor kit shall include all necessary hardware to fire the Compact MHS suppressed, not including the suppressor. The Government is not purchasing a suppressor with this kit.

C.3.2.1.6. Weapon Conversion Kit for the M1041 Cartridge

The Weapon Conversion Kit will consist of all necessary hardware to fire the MHS with M1041 dye marking rounds.

C.3.2.1.7. Weapon Conversion Kit, Compact, for the M1041 Cartridge

The Weapon Conversion Kit will consist of all necessary hardware to fire the Compact MHS with M1041 dye marking rounds.

C.3.2.1.8. Weapon Conversion Kit for Blank Cartridge

The Weapon Conversion Kit for the Blank Cartridge will be in accordance with AR-PD-177.

C.3.2.1.9. Weapon Conversion Kit, Compact, for Blank Cartridge

The Weapon Conversion Kit for the Blank Cartridge will be in accordance with AR-PD-177.

C.3.2.1.10. Holster, Compact

The Compact MHS holster shall be capable of safely and securely retaining the MHS. The Compact holster shall be a Safariland ALS concealment holster, or equivalent.

C.3.2.1.11. Magazine Pouch, Compact

The Compact Handgun Pouches shall have an open top, friction lock with a paddle design, such as the Safariland Model 74, or equivalent.

C.3.2.1.12. Bore Brush

The bore brush for the handgun shall be compatible with the currently issued cleaning rod: Rod, Cleaning, Cal .45, M4 Drawing number 5564102. A drawing for the currently issued cleaning brush tip is included for reference: Tip, Cleaning Brush Drawing number 5238602. These drawings are included as attachments.

C.3.2.1.13. Non-metallic Coupons

The MHS will be subjected to exposure to various chemicals during the chemical compatibility testing. The vendor shall provide 50 coupons (samples) of each type of non-metallic material used on the MHS. The coupons shall be labeled to identify the associated weapon components. These coupons should be approximately 1/4in x 2in x 2in in size, and may be cut sections from actual components. For example, a rubber grip may be cut into sections to provide the coupons. Coupons are required for the Compact MHS only if the materials are different than the Full Size MHS.

C.3.2.1.14 Spare Parts

The Contractor shall provide spare parts in accordance to the spare parts provisioning spreadsheet.

C.3.2.2. Marking

C.3.2.2.1. Marking Plan

The Government shall provide approval of the Contractor submitted marking plan within 15 days of award of a production order.
C.3.2.2.2 Marking Requirements

The MHS shall be marked with the appropriate marking requirements. All production handguns shall be marked, to include FAT handguns, handguns used for PVT, lot acceptance, etc.

The MHS shall be marked with the following information on the serialized component:

a) Bureau of Alcohol, Tobacco, Firearms and Explosives requirements for Contractors name, city and state.
b) For the full size MHS, the exact digits U.S. XX M17, where XX is the caliber. For the compact MHS, the exact digits U.S. XX M??, where XX is the caliber.
c) The Government issued part number, which shall be provided to the Contractor by the PCO.
d) The Contractors cage code.
e) Serial number in the format of X00001, where the X shall be the first letter of the Contractors name. The serial numbers shall begin with the number one and increase sequentially. (The full size and compact handguns shall have different part numbers, therefore there will be two sets of serial numbers, one set for the full size, and one set for the compact MHS).

The MHS shall be marked with the following additional information:

a) The slide of the MHS shall have the Government Part number.
b) The slide of the MHS shall have the Contractors cage code.
c) The barrel of the MHS shall have the Government Part number.
d) The barrel of the MHS shall have the Contractors cage code, or other unique Contractor marking.
e) The barrel of the MHS shall have a proof marking, certifying that the barrel was tested with a high pressure round.

C.3.2.2.3 General Officer MHS

a) The General Officer MHS shall be delivered in accordance to:
   1. Full Size Section C.3.2.1.2
   2. Compact Section C.3.2.1.3

b) The following change will be made to the General Officer MHS:
   1. Serial number of the full size handgun shall begin with the letters GO, followed by a dash, followed by 4 numeric digits, sequentially marked, beginning with GO-X0001, where the X shall be the first letter of the Contractors name.
   2. Serial number of the compact handgun shall begin with the letters GO, followed by a dash, followed by 4 numeric digits, sequentially marked, beginning with GO-X0001, where the X shall be the first letter of the Contractors name.

C.3.2.3. Non-Firing MHS

C.3.2.3.1. MHS, Full Size

C.3.2.3.1.1 Demonstration Model

The Contractor shall submit a production level design plan for the Demonstration Model MHS representative of the production MHS, DI-SESS-81000E, MIL-STD-31000A and TDP Option Selection Worksheet (CDRL B002), Commercial Drawings/Models and Associated Lists DI-SESS-81000E (CDRL B003), Quality Assurance Provisions DI-CMAN-80789 (CDRL B004), Special Tooling (ST) Drawings/Models and Associated Lists DI-SESS-81000E (CDRL B005), Design Specification DI-MCCR-81344 (CDRL B006), Special Packaging Instructions (SPI) Drawings/Models and Associated Lists DI-PACK-81359B (CDRL B007), Parts List DI-SESS-81359B (CDRL B008). Once approved by the Government, the Contractor shall construct and deliver a non-firing Model to the Government. Measures shall be taken in order to keep the handgun in form to be functional as a training aid/simulator. The trigger group, sights, safety, and other operator controls shall be functional for realistic training. Weight and center of gravity should be identical to MHS. The following efforts are examples of how the handgun shall be rendered incapable of firing live ammunition:

a) The barrel may be solid (no bore) so that the handgun shall not be capable of chambering a live round.
b) The firing pin has been ground down or removed, and the firing pin hole in the slide may be welded shut.

C.3.2.3.1.2 Cut-away

The Contractor shall submit a production level design plan for the Cut-Away MHS, representative of the production level MHS, DI-SESS-81000E, MIL-STD-31000A and TDP Option Selection Worksheet (CDRL B002), Commercial Drawings/Models and Associated Lists DI-SESS-81000E (CDRL B003), Quality Assurance Provisions DI-CMAN-80789 (CDRL B004), Special Tooling (ST) Drawings/Models and Associated Lists DI-SESS-
Once approved by the Government, the Contractor shall construct and deliver the non-firing Model to the Government. These non-firing representative handguns shall have sections cut away to expose the internal components of the MHS. The cutaway will be used as a training aid/simulation handgun. Therefore, some measures shall be taken in order to keep the handgun in form to be functional as a training aid/simulator. The Contractor shall provide a plan, which may include literature, drawings, and illustrations, for Government approval, prior to beginning work on rendering a handgun inoperable. This work shall be done before acquisition by the Government. The following efforts are examples of how the weapon shall be cut away and still be able to be functioned, and rendered incapable of firing live ammunition:

a) The barrel and receiver may be cut away through the chamber, bore, and muzzle. The weapon shall not be capable of chambering a live round.
b) The receiver may be cut away in the breach and trigger group area.
c) The firing pin has been ground down or removed, and the firing pin hole in the slide may be welded shut.
d) The trigger group, sights, safety, and other operator controls shall be functional for realistic training.
e) Weight and center of gravity should be similar to MHS.

C.3.2.3.2. MHS, Compact

C.3.2.3.2.1 Demonstration Model

The Contractor shall submit a production level design plan for the Demonstration Model Compact MHS, representative of the production Compact MHS, DI-SESS-81000E, MIL-STD-31000A and TDP Option Selection Worksheet (CDRL B002), Commercial Drawings/Models and Associated Lists DI-SESS-81003E (CDRL B003), Quality Assurance Provisions DI-CMAN-80789 (CDRL B004), Special Tooling (ST) Drawings/Models and Associated Lists DI-SESS-81008E (CDRL B005), Design Specification DI-MCCR-81344 (CDRL B006), Special Packaging Instructions (SPI) Drawings/Models and Associated Lists DI-PACK-80121C (CDRL B007), Parts List DI-SESS-81359B (CDRL B008). Once approved by the Government, the Contractor shall construct and deliver a non-firing Model to the Government. Measures shall be taken in order to keep the handgun in form to be functional as a training aid/simulator. The trigger group, sights, safety, and other operator controls shall be functional for realistic training. Weight and center of gravity should be identical to Compact MHS. The following efforts are examples of how the handgun shall be rendered incapable of firing live ammunition:

a) The barrel may be solid (no bore) so that the handgun shall not be capable of chambering a live round.
b) The firing pin has been ground down or removed, and the firing pin hole in the slide may be welded shut.

c) The barrel and receiver may be cut away through the chamber, bore, and muzzle. The weapon shall not be capable of chambering a live round.

C.3.2.3.2.2 Cut-away

The Contractor shall submit a production level design plan for the Cut-Away Compact MHS, representative of the production level Compact MHS, DI-SESS-81000E, MIL-STD-31000A and TDP Option Selection Worksheet (CDRL B002), Commercial Drawings/Models and Associated Lists DI-SESS-81003E (CDRL B003), Quality Assurance Provisions DI-CMAN-80789 (CDRL B004), Special Tooling (ST) Drawings/Models and Associated Lists DI-SESS-81008E (CDRL B005), Design Specification DI-MCCR-81344 (CDRL B006), Special Packaging Instructions (SPI) Drawings/Models and Associated Lists DI-PACK-80121C (CDRL B007), Parts List DI-SESS-81359B (CDRL B008). Once approved by the Government, the Contractor shall construct and deliver the non-firing Model to the Government. These non-firing representative handguns shall have sections cut away to expose the internal components of the Compact MHS. The cutaway will be used as a training aid/simulation handgun. Therefore, some measures shall be taken in order to keep the handgun in form to be functional as a training aid/simulator. The Contractor shall provide a plan, which may include literature, drawings, and illustrations, for Government approval, prior to beginning work on rendering a handgun inoperable. This work shall be done before acquisition by the Government. The following efforts are examples of how the weapon shall be cut away and still be able to be functioned, and rendered incapable of firing live ammunition:

a) The barrel and receiver may be cut away through the chamber, bore, and muzzle. The weapon shall not be capable of chambering a live round.
b) The receiver may be cut away in the breach and trigger group area.
c) The firing pin has been ground down or removed, and the firing pin hole in the slide may be welded shut.
d) The trigger group, sights, safety, and other operator controls shall be functional for realistic training.
e) Weight and center of gravity should be similar to Compact MHS.

C.3.2.4. Data and Support

C.3.2.4.1. Meetings and Reviews
C.3.2.4.1.1. Start of Work Meetings

The MHS Contractor shall conduct a 1-2 day Start of Work meeting, which shall include the Government and all major Sub-Contractors. The meeting shall be scheduled within ten (10) business days after award of a production order, and conducted within 30 calendar days ACA. The Contractor shall notify the Government of the Start of Work Meeting, DI-ADMN-81505 (CDRL A001). The location of the review shall be at the Contractors facility. A major Sub-Contractor is defined as a Sub-Contractor that produces or provides 10% or more of the unit on a cost basis of the handgun. There will be a separate Start of Work Meeting for the ammunition manufacturer(s).

C.3.2.4.1.2. Program Management Review (PMR)

The Contractor and any major Sub-Contractors shall participate in a Program Management Review with the Government every three (3) months throughout the duration of the MHS contract. A major Sub-Contractor is defined as a Sub-Contractor that produces or provides 10% or more of the unit on a cost basis. The PCO or COR shall notify the Contractor 15 days in advance of the meeting. The location of the PMR shall alternate between Picatinny Arsenal, NJ, and the Contractors facility.

C.3.2.4.1.3. IPT Meetings

As IPT members, the Contractor, Sub-Contractors and Government personnel shall participate in IPT meetings as required throughout the Contract life. The time and location (or teleconference) of the IPT Meeting shall be driven by the topic, and as agreed upon among the IPT members, however any IPT member may request to convene an IPT meeting (or teleconference) at any time by simple notification and invitation to all other parties. The convening member will provide the topic and the agenda in advance.

C.3.2.4.1.4. Meeting Minutes

The Contractor shall provide meeting minutes to all participants for each meeting DI-ADMN-81505 (CDRL A003).

C.3.2.4.1.5. Instructor and Key Personnel Training (I&KPT) Compact Size

The Contractor shall develop and submit Training Materials DI-ILSS-80872 (CDRL A002) and provide training for the Governments Instructors and Key Personnel (I&KP). The training shall be conducted at Aberdeen Proving Grounds, MD, at a facility provided by the Government. The Contractor shall anticipate training up to thirty (30) Instructors and Key Personnel in two (2) training sessions of 15 students in each class. The Contractor shall be notified 30 days prior to the scheduled I&KPT.

C.3.2.5. System Safety - Handgun

C.3.2.5.1. System Safety Program

The Contractor shall provide an update, if necessary, on the established and maintained system safety program in accordance with MIL-STD-882E, Standard Practice for System Safety. As a minimum, the Contractor shall have implemented a system safety program and a hazardous material management plan, which consists of conducting a hazard analyses and assessments specified herein and establishing and maintaining a hazard tracking and risk resolution system for the entirety of the contract. If no specific analysis techniques are directed or if Contractor recommends that a different technique than specified by the Government should be used, the Contractor shall obtain Government approval of techniques to be used prior to performing the analysis. The hazard tracking and risk resolution shall be an integral part of the Integrated Product Team (IPT) meetings to influence the MHS corrective actions. The Contractor shall also maintain a System Safety Working Group. The SSWG shall coordinate all matters that are safety related with the Government. The System Safety Plan shall be updated DI-SAFT-81626 (CDRL A004). If updates are required, the Contractor shall submit updates of the following reports in support of the System Safety Program: Health Hazard Assessment Report DI-SAFT-80106C (CDRL A005); Critical Safety Item, Characteristics and Critical Defect Report DI-SAFT-80970A (CDRL A006); Failure Mode, Effects, Critical Analysis Report DI-SESS-81495 (CDRL A007). Updates to Explosive Hazard Classification Data, DI-SAFT-81299C (CDRL A008), shall be submitted for all explosives or munitions delivered to the Government. Updates to Radiation Hazard Control Procedures, DI-SAFT-80184A (CDRL A009), shall be submitted if the Contractor is providing the Government with radioactive material (such as in night sights). The Contractor shall continue to submit System Safety Program Progress Reports, DI-SAFT-80105B (CDRL A010).

C.3.2.5.2. System Safety Hazard Analysis Report (SSHAR)

The Contractor shall provide an update, if necessary to the System, Subsystem, and Operating and Support Hazard Analyses. Results of the Hazard Analysis shall be documented and a System Safety Hazard Analysis Report (SSHAR) shall be submitted DI-SAFT-80101C (CDRL
C.3.2.5.3. Safety Assessment Report (SAR)

The Contractor shall provide an update, if necessary to the safety assessment of the components, subsystems, and system. An updated Safety Assessment Report (SAR) shall be submitted DI-SAFT-80102C (CDRL A012). A SAR is required prior to delivery of any configuration or component to the Government for testing or demonstrating. This may require preparation and delivery of more than one SAR. The SAR shall contain results from the Contractor’s safety assessments, hazard analyses, and testing. The SAR shall also contain Range Safety recommendations for testing at Government facilities.

C.3.2.5.4. Accident/Incident Report

The Contractor shall report to the PCO immediately any major accident/incident (including fire) resulting in any one or more of the following: causing one or more fatalities, or one or more disabling injuries; damage of Government property exceeding $10,000; the effect on program planning or production schedules; degrading the safety of equipment under contract, such that personal injury or property damage may be involved; identify a potential hazard requiring corrective action. The Contractor shall prepare an Accident/Incident Report for each incident DI-SAFT-81563 (CDRL A013).

C.3.2.5.5 Radioactive Wipe Test

In accordance to AMC Regulation 385-2, Ionizing Radiation Safety Program, radioactive materials shall not be permitted on the MHS. The Contractor shall conduct a radioactive wipe test on all handguns and sights to prove that there are no radioactive parts, and submit a Radioactive Wipe Test Report, DI-NDTI-80809B (CDRL A015).

C.3.2.6. Human Systems Integration (HSI) Manpower and Personnel Integration (MANPRINT)

In the event that the Contractor has or proposes any changes to the design, manufacturing process, or any other aspect of the MHS, the Contractor shall consider the effects on MANPRINT, to include effects of Sub-Contractor activities. The Contractor shall provide substantiating information pertaining to MANPRINT, if any, in conjunction with the documentation associated with such activity (e.g.: ECP, RFV, NOR, manufacturing process changes, etc.). As a guide in determining the effects on MANPRINT, the Contractor may refer to Army Regulation 602-2, Chapter 1 section 4 and Chapter 3; DODD 5000.1, Attachment E1.29, Total Systems Approach; DODI 5000.2, Attachment E7, Human Systems Integration; DI-HFAC-81743 (Human Systems Integration Program Plan (HSIPP)); MIL-STD-1472G, Woodson, Tillman & Tillman (1992) Human Factors Handbook.

C.3.2.7. Environmental Compliance

All activities shall comply with applicable Federal, State and Local Environmental Laws and Regulations, Executive Orders, Treaties and Agreements, and other guidelines designed to minimize the MHS programs impact on the environment.

C.3.2.8. Quality

C.3.2.8.1. Quality Management System (QMS)

The Contractor shall maintain a quality management system in accordance with ISO 9001:2008 (no tailoring permitted), or equivalent, and the supplemental requirements contained herein. Subcontractors with production responsibility only, shall maintain a quality management system in accordance with ISO 9001:2008 (excluding paragraph 7.3 Design and Development), or equivalent, and the supplemental requirements contained herein. If the Contractor desires to utilize an alternate quality management system, a request shall be submitted to the Contracting Officer for approval.

C.3.2.8.2. Calibration

The Contractor shall implement a system for the calibration and control of all measuring and testing equipment used for the performance of this contract. The calibration system shall, as a minimum, comply with the requirements of ANSI/NCSL Z540-1 or an industry equivalent system acceptable to the Government.
C.3.2.8.3. Product Traceability and Lot Control

Product traceability and lot control are requirements on all components and assemblies produced under this contract. Product identification and evidence of the acceptance status of all material shall be maintained throughout the entire manufacturing and assembly process to ensure traceability to original material identification and quality status. This requirement applies to both prime and Sub-Contractors. Evidence of product traceability and Lot control documentation shall be available for Government review upon request.

C.3.2.8.4. Quality Program Plan

The Contractor shall maintain a documented quality program plan in accordance with the Contractors quality management system. The plan shall include the quality system compliance/certification status, and a description of the current or planned programs that will be in place for the production of the MHS, to include lot traceability and vendor/Sub-Contractor oversight. The plan shall include sections covering Inspection/Test Plan (to include, as a minimum: incoming inspections; in-process inspections and controls; and final inspections), Critical Defect Program, Acceptance Inspection Equipment (AIE), Process Control Documentation, a system to address non-conforming materials and corrective actions in the event of a non-conformance, and Rework. The Contractor shall submit an update to the Quality Program Plan, both prime and Sub-Contractor(s) DI-QCIC-81722 (CDRL A016) for Government review and approval. A new Quality Program shall be submitted if there is any change for both prime and Sub-Contractor(s) and shall be subject to Government approval.

The Contractor shall provide a review and update schedule for this plan in accordance with the QMS. This document shall be available for Government review upon request. The Contractor shall have a Material Review Board (MRB) that will be controlled in accordance with the Contractors quality procedures. The Government, including Defense Contract Management Agency (DCMA) Quality Assurance Representatives (QARs), shall have advisory roles throughout this contract.

To verify compliance with contract requirements, the Contractor shall provide a plan for quality system and statistical process control audits of suppliers in accordance with ISO 9001:2008 or an equivalent system. The plan shall include a schedule for conducting the audits. This plan and associated reports shall be made available to the Government upon request.

C.3.2.8.5 Quality Assurance Provisions (QAPs)

The Contractor is responsible for creating and maintaining quality assurance provision documents per Drawing 12993884 for parts that require inspection and testing when the Contractor owns the rights to the Technical Data Package (TDP). The Contractor shall require Subcontractors to develop QAPs where necessary to inspect parts they will be manufacturing. QAPs shall be available for review by the Government.

C.3.2.8.6. Responsibility for Inspection

The Contractor is responsible for the performance of all inspection requirements as specified herein. The Contractor may use its own facilities or any other facilities suitable for the performance of the inspection requirements specified herein, unless disapproved by the Government. The Contractor will be notified by Government through a PCO letter. The Contractor is responsible for furnishing all test and inspection equipment, unless otherwise noted. The Contractor shall notify the Government 14 calendar days in advance of inspections through the US Government Procurement Contracting Officer (PCO). The Government reserves the right to witness and/or independently perform any of the (First Article/Lot Acceptance/Quality Conformance/etc.) inspections deemed necessary to ensure that supplies and services conform to prescribed requirements on a non-interference basis.

C.3.2.8.7. Responsibility for Conformance

All items shall meet all the requirements as specified [i.e., Weapons Specifications, Performance Specification, Quality Assurance Provisions, applicable Government drawings, Technical Data Package, approved Engineering Change Proposals (ECP), approved Requests for Variance (RFV), Special Package Instruction (SPI), etc.] The inspection set forth in this document shall become a part of the Contractor’s overall inspection system or quality program. The absence of any inspection requirements in the specification shall not relieve the Contractor of the responsibility of ensuring that all products or supplies submitted to the Government for acceptance comply with all requirements of the contract.

Prior to implementation of any anticipated or actual changes to the TDP which would affect dimensions, tolerances, materials, finishes, heat treatments, marking, packaging, etc., the Contractor shall notify the PCO. The Contractor may not change the TDP requirements without the written approval of the Procurement Contracting Officer (PCO).

C.3.2.8.8. Inspection and Test Records
Inspection and test records shall, as a minimum, indicate the nature of the observations made, the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate and shall be used for trend analysis and to assess corrective action effectiveness.

C.3.2.8.9. Measurement System Evaluation (MSE)

The Contractor shall submit designs, or identify and provide descriptions, of manufacturer and model numbers for all inspection and test equipment used to perform acceptance inspections as required in AR-PD-177. Equipment shall have an accuracy of 10% (MIL-W-63150, Paragraph 3.8.1) of the total tolerance zone of the dimension being inspected. In the event that the acceptance inspections are not conducted at the Contractors facilities, designs of all inspection and test equipment used to perform acceptance inspections at facilities that the Contractor has contracted out shall also be submitted for approval. The calibration and verification of inspection equipment shall also be submitted for review. Where test procedures are required; they shall be submitted with the designs and shall be subject to Government approval. If conditions warrant, the Contractors personnel shall be made available for operation of inspection equipment and for verification of their accuracy and condition. Approved Acceptance and Inspection Equipment (AIE), in accordance with contractual requirements, shall be utilized for all hardware produced under this contract. If at any point the Contractor wishes to change inspection equipment, or procedures, the Contractor shall resubmit design, calibration and verification of the equipment, and/or the procedures for Government approval. The Government reserves the right to disapprove, at any time during the performance of this contract, the use of any AIE not meeting the requirements of the approved documentation. The Measurement System Evaluation designs shall be submitted in the Measurement System Evaluation, DI-QCIC-81960 (CDRL A028), for approval by the Government.

C.3.2.8.10. Acceptance Inspection / Test Documentation

The Contractors quality program or detailed inspection system shall retain for the duration of the Contract documented and validated evidence of compliance with all specified requirements in accordance with the applicable requirements specified in the contract. The Contractor shall document, in a Test and Inspection Report, the results of any receiving, in-process and final inspection(s)/test(s) performed on components, subassemblies, the final assembly, and any items delivered as spares or repaired components DI-NDTI-80809B (CDRL A029). This documentation shall be available for Government review upon request.

C.3.2.8.11. First Article

C.3.2.8.11.1. First Article Test (FAT) Plan

The Contractor shall develop a FAT plan DI-NDTI-81307A (CDRL A030). This shall address all information necessary for accomplishing the FAT as described in the requirements of Contractor TDP and Purchase Description, AR-PD-177.

C.3.2.8.11.2. First Article Inspection

The First Article samples shall be inspected and tested in accordance with all requirements of the MHS, AR-PD-177 and all requirements of the Contractor TDP to include as a minimum: drawings, approved ECPs, approved RFVs, specifications, and associated QAPs (paragraph C.3.2.8.5), including visual inspection of packaging and the packaging material.

C.3.2.8.11.3. First Article Components and Assemblies

The Contractor is responsible for performance of the first article inspection. The first article inspection sample shall be accordance with the AR-PD-177. The parts shall be representative of the items to be manufactured during full-scale production, utilizing the same manufacturing processes, equipment, and procedures. These components and assemblies shall be utilized to create the first article systems.

C.3.2.8.11.4. First Article Testing (FAT)

The Contractor shall not begin the FAT until the Government accepts and approves the Physical Configuration Audit Report. First Article Testing shall be conducted in accordance with the MHS Purchase Description, AR-PD-177 and all requirements of the Contractor TDP to include as a minimum: drawings, approved ECPs, approved RFVs, specifications, and associated QAPs (paragraph C.3.2.8.5), including visual inspection of packaging and the packaging material. The Contractor is responsible for performance of the FAT. FAT shall begin within 30 days of approval of the FAT Plan, and be completed within 30 days of the start of testing. The Contractor shall notify the Contracting Officer and Product Quality Manager(s), at least 15 days before the beginning of the FAT, in writing, of the time and location of the testing so that the Government may witness the tests. The Government must acknowledge the schedule prior to starting...
the FAT. If an unforeseen issue occurs and the FAT must be delayed, the Contractor shall submit an official letter to the PCO acknowledging the cause for delay no later than seven (7) days prior to the scheduled start date of the delayed FAT in addition to proposing a new FAT date and schedule. First Article hardware shall be representative of items to be manufactured using the same processes and procedures as in production. The Government reserves the right to waive First Article, in part, or entirely, at any time.

A First Article sample or portion thereof, may be ordered by the PCO in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 calendar days, or (iii) whenever a change occurs to performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occur, the Contractor shall notify the PCO so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the Contractor and not due to changesdirected by the Government shall be borne by the Contractor. The Contractor shall be responsible for the planning, management, and execution of the FAT Program in accordance with the following:

C.3.2.8.11.4.1 Success of First Article

First article approval for the system will not be granted until both handgun and ammunition FATs have been completed successfully. The Contractor shall submit a corrective action plan in the event of failure of either FAT.

   a) Full size with Special Purpose and Ball Cartridge
   b) Compact with Special Purpose Cartridge

C.3.2.8.11.4.2. Rejection of First Article

If any assembly, component, or MHS fails to comply with any of the applicable requirements, the First Article sample shall be rejected and constitutes failure of the FAT.

C.3.2.8.11.4.3. First Article Test (FAT) Failure

Upon failure of the FAT, the Contractor, upon Government request, shall repeat any or all FATs. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs/reworks after approval from the Government. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a failure. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests. The evaluation process shall be repeated if additional samples are required.

C.3.2.8.11.4.4 First Article Test (FAT) Waiver

The Contractor may request a waiver of FAT when identical or similar items have been previously furnished by the Contractor and have been accepted by the Government. Approval of this waiver shall be at the discretion of the Government. The Government reserves the right to waive a portion of, or all of, the FAT.

C.3.2.8.11.4.5. First Article Test Report

The Contractor shall prepare and submit Test and Inspection Reports, DI-NDTI-80809B (CDRL A031) and Certification/Data Reports, DI-MISC-80678 (CDRL A032) and a FAT Report, DI-NDTI-80809B, (CDRL A033), within fifteen (15) calendar days from the completion of the First Article Test for Government approval. Within 15 calendar days after receiving the test report, the Government Contracting Officer shall notify the Contractor in writing of the conditional approval, approval, or disapproval of the First Article. The notice of conditional approval or disapproval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

C.3.2.8.11.4.6. First Article Test Hardware

All accepted First Article Test hardware, excluding test ammunition, shall be delivered to the Government. This hardware shall be counted as part of the contract quantity.
C.3.2.8.12. Physical Configuration Audit (PCA)

C.3.2.8.12.1. PCA Plan

The Contractor shall develop a PCA plan DI-SESS-81646B (CDRL A034), and deliver it to the Government for approval.

C.3.2.8.12.2. PCA

Upon approval of the PCA plan, the Contractor shall perform the PCA to administer the development and refinement of the Contractor’s initial Technical Data Package (TDP). The PCA will be based on the TDP of the qualified design from PVT.

The PCA shall be performed by examination and measurement using Standard Measurement Equipment (SME) to verify that the product baseline has been established and is complete. Objective evidence shall be provided to demonstrate that the material used is the same as the material qualified during PVT by the USG. There shall be no discrepancies between the samples and their corresponding configuration descriptions (drawings, specifications, etc.). The PCA shall be performed on the following:

a) Five (5) of each of the handgun components. If more than one (1) piece of equipment is used to produce a component, then five (5) components from each piece of equipment will be subject to PCA evaluation. If mold or die has more than one cavity, five (5) pieces will be examined from each cavity.

b) The Government reserves the right to perform a PCA of the Contractor throughout the period of performance of the contract provided that the Government gives thirty (30) days notice on a non-interference basis.

C.3.2.8.12.3 PCA Report

The Contractor shall deliver the PCA Report, DI-SESS-81887 (CDRL A035) to the Government after completion of the PCA. The Contractor shall not begin the First Article Testing until the Government accepts and approves the PCA Report.

C.3.2.8.13. Lot Acceptance

C.3.2.8.13.1. Inspection Lot Formation

The term "inspection lot" is defined as a homogeneous collection of units of product from which a representative sample is drawn or which is inspected 100 percent to determine conformance with applicable requirements. Units of product selected for inspection shall represent only the inspection lot from which they are drawn and shall not be construed to represent any prior or subsequent quantities presented for inspection. Homogeneity shall be considered to exist provided the inspection lot has been produced by one (1) manufacturer, in one (1) unchanged process, using the same materials and methods, in accordance with the same drawings, same drawing revisions, same specifications and same specification revisions. All material submitted for inspection in accordance with this specification shall comply with the homogeneity criteria specified herein, regardless of the type of inspection procedure that is being applied to determine conformance with requirements.

Sampling inspection according to MIL-STD-1916, as part of manufacturing operations, is an acceptable practice to ascertain conformance to requirements, however, this does not authorize submission of known defective material, either indicated or actual, nor does it commit the Government to accept defective material (see C.3.6).

C.3.2.8.13.2. Lot Size

The maximum handgun lot size shall be 1000 systems, or 1 month of production, whichever is less, and shall be established by the Contractor. Product will be shipped on a monthly basis regardless of lot size.

C.3.2.8.13.3. Lot Identification

Each inspection lot shall be identified with a lot number. The reason for rejection of any inspection lot shall be recorded. When a rejected lot is resubmitted after Government approved reconditioning, it shall be identified as such.

C.3.2.8.13.4. Lot Acceptance Inspection and Test
The Contractor shall perform Lot Acceptance Testing (LAT) in accordance with AR-PD-177 Table III Conformance Inspection and Contractors TDP (i.e., specifications, drawings, etc). The Contractor shall submit a LAT plan DI-NDTI-80566A (CDRL A036), for Government approval. At least 15 calendar days before the beginning of Lot Acceptance Testing, the Contractor shall notify the PCO in writing of the time and location of the testing so that the Government may witness the tests. The Contractor shall commence LAT within 15 calendar days after the lot production is completed. The LAT shall be conducted at the Contractors facilities and/or at facilities that the Contractor has contracted out. The LAT shall be presented to a Government representative for acceptance.

C.3.2.8.13.5. Alternatives to Lot Acceptance Sampling

The lot acceptance sampling requirements for the deliverable hardware is specified in AR-PD-177 Table III Conformance Inspection. Contractors may voluntarily propose alternatives to the Lot Acceptance sampling requirement, which will be subject to review and approval by the Procurement Contracting Officer (PCO).

Alternative quality conformance procedures, methods, or equipment, such as statistical process control, tool control, other types of sampling procedures, etc., may be used by the Contractor when they provide at a minimum the level of quality assurance required by the provisions stated herein. Prior to applying such alternative procedures, methods, or equipment, the Contractor shall describe them in a written proposal submitted to the PCO for evaluation. When required, the Contractor shall demonstrate that the effectiveness of each proposed alternative is equal to or better than the specified quality assurance provision(s) stated herein. In cases of dispute as to whether the Contractors proposed alternative(s) provides equivalent assurance, the provisions of this TDP, QAP, and SCW shall apply. All approved alternative provisions shall be specifically incorporated into the Contractors quality program or detailed inspection system, as applicable.

C.3.2.8.13.6. Lot Acceptance Test Report

The Contractor shall submit the lot acceptance test report within 15 calendar days from the completion of the Lot Acceptance Test for Government approval. The test report shall be DI-NDTI-80809B (CDRL A037).

C.3.2.8.14. Acceptance Criteria

Failure to meet any of the requirements set forth in the AR-PD-177 shall be cause for rejection of the First Article or Lot Acceptance.

C.3.2.8.15. Inspections and Testing

The US Government reserves the right to waive in part or in full any inspections and testing requirements when deemed appropriate.

C.3.2.8.16. Responsibility for Records

Unless otherwise specified in the contract, the Contractor is responsible for the generation and maintenance of all test and inspection records for the handguns and all accessories. The records shall include, but may not be limited to, all individual serialized weapon acceptance data. The records shall provide the necessary location(s) for the acceptance marking by the appropriate Government representative. The appropriate records shall be presented with the hardware and copies shall accompany any vouchers for payment as verification.

C.3.2.8.17. Engineering Failure Analysis and Corrective Action Reporting

The Contractor shall generate and provide a Failure Analysis and Corrective Action Report (FACAR) in the event that: the MHS fails to function (or appears to be non-conforming) in accordance to this contract; failures are recorded during FAT/LAT; fails the FCA; fails other scheduled Government funded testing; a potential warranty condition exists; or other circumstances as mutually agreed upon. In the event the failure analysis shows that the failure has resulted from the Contractor not meeting the requirements of this contract, the Contractor shall take corrective action for work in process, and the shipping/transportation costs of all affected guns shall be at the Contractors expense. The FACAR shall only be closed once a detailed root cause analysis has been performed, a corrective action has been identified and implemented, and final disposition of the item has been established which would preclude further instances of that failure. The Government shall provide final approval once all the elements of the FACAR have been addressed accordingly. A FACAR shall be provided to the Government DI-SESS-81315B, (CDRL A038).

C.3.2.9. Integrated Logistics Support (ILS)
C.3.2.9.1. Supportability Analysis (SA)  Compact MHS

The Contractor shall perform/update a Supportability Analysis for the Compact MHS that will include Failure Mode, Effects and Critical Analysis Report (FMECA) DI-SESS-81495 (CDRL A007), and a Maintainability Task Analysis DI-MISC-80508B (CDRL A023).

C.3.2.10. Configuration Management (CM)

C.3.2.10.1. Configuration Management and Control

The Government will manage and control the configuration of the MHS, all accessories and ammunition. The configuration of the MHS shall be identical to the submitted Full Size PVT units and Compact Bid Sample units. Any proposed changes must be submitted via Engineering Change Proposal to the Government for review and Government authorization prior to implementation. Any changes not authorized shall be considered non-conforming, and the affected handguns shall not be accepted by the Government. All configuration management requirements shall apply and be passed on to all Sub-Contractors and vendors.

Upon contract award, the configuration of the MHS shall be frozen to the submitted documented configuration (TDPs). All hardware delivered under this contract are to be of a single design. Such design is to be thoroughly documented and access to such documentation, including copying thereof, shall be granted to the Government. Modifications from the baseline design shall be approved by the Government in advance and prior to implementation and thoroughly tested, documented and tracked via Engineering Change Proposal (ECP) DI-SESS-80639D (CDRL A017), Request for Variance (RFV) DI-SESS-80640D (CDRL A018), and Notice of Revision (NOR) DI-SESS-80642D (CDRL A019), as applicable. The Contractor shall maintain a separate and unique ECP numbering system for this contract. ECPs, RFVs, and NORs, regardless of origin (prime or Sub-Contractor), shall be numbered sequentially and consistently.

The Contractor shall (and shall cause Sub-Contractors and vendors to) provide updates via engineering change proposals, to the Government, for the item(s) designed/developed/modified/produced by this contract for the life of this contract and shall incorporate all changes in accordance with the following:

a) All engineering changes shall be incorporated into the applicable engineering data within 90 days after engineering release/Government concurrence, or at intervals of five changes, whichever occurs first, except a change involving safety, which shall be incorporated immediately.
b) All engineering changes shall be incorporated into the applicable engineering data prior to delivery of data for review.
c) All engineering changes shall be incorporated into the applicable engineering data prior to delivery of final media (this includes all Engineering Change Proposals (ECPs) generated as a result of the preliminary data review).

Configuration change documentation (ECP, RFV, NOR) shall include the complete original drawings for the affected parts (highlighted to show items/areas to be changed), the complete proposed change drawings, and the next higher assembly drawings. Configuration change documentation shall include the results of both production verification testing and production representative (First Article) testing to adequately demonstrate that the proposed changes meet all requirements. Test sample quantities for configuration change purposes shall be statistically relevant. Government approval of configuration change documentation shall not alleviate the Contractors obligation to meet Purchase Description and SOW requirements.

The Contractor shall develop, submit for Government approval, and maintain a Configuration Management (CM) Plan MIL-HDBK-61A (SE), EIA649, EIA-649-1 and DI-SESS-80856C (CDRL A020). All configuration changes shall be incorporated into both the Contractors maintained TDP, and Government managed TDP utilizing the ECP process detailed in this section.

C.3.2.10.2. Parts Control Program

The Contractor shall establish and maintain a parts control program for both the full size and compact MHS. The Contractor shall notify the Government as soon as a part is identified as obsolete. For obsolete parts, the Contractor shall locate a second source, a different MIL-qualified part that performs the same function without redesign, or a non-standard part that performs the same function without redesign. The Contractor shall submit an ECP for Government review and approval, DI-SESS-80639D (CDRL A017), for any deviation from the Government managed configuration. A high degree of commonality is desired between all submitted configurations.

C.3.2.11. MHS Rework and Repair

Rework and Repair Procedures, along with the associated inspection and acceptance procedures, shall be documented by the Contractor and submitted to the Government, DI-MGMT-81910 (CDRL A039) for review and written approval by the PCO prior to implementation.
C.3.2.12. Technical Manuals (TMs), Compact

New equipment technical manuals to support the MHS shall be developed. The Preliminary Technical Manuals (PTMs) preparation requirements and the delivery requirements are described below. Maintenance instructions and Repair Parts and Special Tools List (RPSTL) shall be developed in the same sequential order as the two-level maintenance allocation chart (MAC). The new equipment TMs shall reflect the bid sample hardware configuration. The PTM submission(s) must be a complete publication (minus NSNs) as required in MIL-STD 40051-2B and AR 25-30.

The following manuals shall be developed:


The TM numbers shall be provided to the Contractor by the Government.

C.3.2.13. Contractor Validation

The Contractor shall validate the operator/maintainer manuals produced in accordance with paragraph C.3.2.12. The Validation effort shall be held at the Contractors facility unless otherwise specified by the contracting activity. The Contractor and Government shall agree to a date to conduct the validation (no less than 90 days after contract award) prior to conducting the Validation. The Government reserves the right to observe the Validation effort and will schedule observers as needed. The Contractor shall produce a Validation Plan DI-TMSS-81818 (CDRL A021), and a Validation Report DI-TMSS-81819A (CDRL A022).

C.3.2.14. Support Equipment (SE) - Compact MHS

The term support equipment includes all common, peculiar support equipment, automated test equipment (ATE) and calibration equipment. The Contractor shall conduct a support equipment (SE) program that facilitates as well as implements this maintenance concept. The MHS SE objective is to minimize or eliminate, if possible, all common, peculiar, test, TMDE, and calibration equipment/tools at all levels of maintenance (Field and Sustainment). Where practical and less costly the Contractor shall propose the use of Commercial-Of-The-Shelf (COTS) support/test/calibration equipment/tools. The Contractor shall provide a Maintenance, Test and Support Equipment List DI-SESS-80294B (CDRL A025).

C.3.2.15. Provisioning Requirements / Technical Data Package (TDP)

C.3.2.15.1. Provisioning Spreadsheet

The Contractor shall complete and submit the attached MHS Initial Provisioning Spreadsheet for all MHS components listed below to support the provisioning and cataloging DI-MISC-60508B, tailored, (CDRL A024).

The Contractor shall submit the Initial Provisioning Spreadsheet for the following items:

a) Weapon Conversion Kit for M1041 Cartridge
b) Weapon Conversion Kit, Compact, for M1041 Cartridge
c) Suppressor Kit, Compact
d) Weapon Conversion Kit for Blank Cartridge
e) Weapon Conversion Kit, Compact, for Blank Cartridge
f) Special Tools/Gages, as required/applicable to the above listed items

C.3.2.15.2. Engineering Drawing Tree

The Contractor shall provide and Engineering Drawing Tree for the MHS items listed below, DI-DRPR-81961 (CDRL B001). This MHS top-down engineering drawing tree shall specify all components of the system that reflect the system, its subsystems, subassemblies/major assembly drawings, the components associated with their respective subassemblies and/or subsystems, and individual piece parts with cage codes that are necessary for a full-up provisioning of the production MHS. The Contractors MHS top-down engineering drawing shall also reflect appropriate maintenance drawings, complete parts lists and all other ancillary test and support equipment drawings necessary to facilitate the maintenance concept.

The Contractor shall submit the Engineering Drawing Tree for the following items:
C.3.2.15.3. Technical Data Package

The Contractor shall prepare and deliver the Technical Data Packages (TDPs) and associated parts lists for the MHS, DI-SESS-81000E, MIL-STD-31000A and TDP Option Selection Worksheet (CDRL B002), Commercial Drawings/Models and Associated Lists DI-SESS-81003E (CDRL B003), Quality Assurance Provisions DI-CMAN-80789 (CDRL B004), Special Tooling (ST) Drawings/Models and Associated Lists DI-SESS-81000E (CDRL B005), Design Specification DI-MCCR-81344 (CDRL B006), Special Packaging Instructions (SPI) Drawings/Models and Associated Lists DI-PACK-80121C (CDRL B007), Parts List DI-SESS-81359B (CDRL B008). The Contractor shall arrange the drawings in an "engineering top down drawing tree" format to insure that all the necessary drawings have been provided, reference DI-DRPR-81961, Engineering Drawing Tree.

The Contractor shall submit the TDPs for the following items:

a) Weapon Conversion Kit for M1041 Cartridge
b) Weapon Conversion Kit, Compact, for M1041 Cartridge
c) Suppressor Kit, Compact
d) Weapon Conversion Kit for Blank Cartridge
e) Weapon Conversion Kit, Compact, for Blank Cartridge
f) Special Tools/Gages, as required/applicable to the above listed items

C.3.2.16. Packaging

The Contractor shall deliver items packaged in accordance to the Government provided SPIs. The Government will provide SPIs for the following items:

a) MHS
b) MHS, Compact
c) Weapon Conversion Kit for M1041 Cartridge
d) Weapon Conversion Kit, Compact, for M1041 Cartridge
e) Suppressor Kit
f) Suppressor Kit, Compact
g) Weapon Conversion Kit for Blank Cartridge
h) Weapon Conversion Kit, Compact, for Blank Cartridge
i) Special Tools/Gages, if required

C.3.2.17 Radioactive Materials

The Contractor shall accept and dispose of all radioactive material (i.e. radioactive sights/aiming devices) procured on this contract associated with the MHS at no additional cost to the Government.

C.3.2.18. Production Facilities

a) The Contractor shall produce both the first article and the production quantities at the same facility.
b) The Contractor shall have an established production facility for the handgun in the United States within 3 years of Contract Award.

C.3.2.19. Copyright & Technical Data Rights

The Governments technical data rights are specified in the Defense Federal Acquisition Regulation Supplement (DFARS) clauses 252.227-7013 and 252.227-7015. The Contractor shall provide unlimited rights for data related to form, fit, function, (FFF) or necessary for installation, operation, maintenance and training (IOMT) purposes (other than detailed manufacturing or process data) as described in Title 10 USC 2320 and technical manuals (TMs) specifically prepared for this statement of work / contract. Further, DFARS clause 252.227-7013 specifies certain copyright rights to be granted or obtained for the Government. If any content includes copyrighted material, the Contractor shall furnish full copyright release for that data. The Contractor shall provide the Data and Copy Right Release, DI-MISC-80508B, (CDRL A026).
C.3.2.20. Operations Security

The Contractor shall maintain an employee verification process, to include Sub-Contractors, whether through background checks or other similar processes and provide an updated OPSEC Verification Report (CDRL A027) explaining how the verification process was completed and attest to the trustworthiness of the workforce.

C.3.2.21. Export Control Requirement

Export of technical data under this contract to Foreign Persons which is not accompanied by a perfected compliance instrument, as defined in International Regulation (ITAR) Section 120–16 is not authorized.

Technical Data shall be marked in accordance with the following:

EXPORT CONTROL WARNING NOTICE: WARNING – This document contains technical data whose export is restricted by the Arms Export Control Act (TITLE 22, U.S.C., SEC 2751, ET SEQ) or the Export Administration Act of 1979, as amended, (TITLE 50, U.S.C., APP 2401ET SEQ). Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

AMMUNITION

C.4.0. APPLICABLE DOCUMENTS

C.4.1. Government Standards

Specifications, Standards, and Handbooks. The following specifications, standards and handbooks form a part of the document to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the latest issue of the Department of Defense Index of Specifications and Standards (DoDISS) and supplement thereto.

HANDBOOKS

MIL-HDBK-61A(SE): Configuration Management Guidance
MIL-HDBK-965: Acquisition Practices for Parts Management

STANDARDS

MIL-STD-1168B: Ammunition Lot Numbering and Ammunition Data Card
MIL-DTL-31000A: Technical Data Packages
MIL-STD-882E: Standard Practice for Systems Safety
MIL-STD-129P: Standard Practice for Military Marking

C.4.1.1. Other Government Documents, Drawings and Publications

OPERATING PROCEDURE:

PURCHASE DESCRIPTIONS:

AR-PD-177: Purchase Description Modular Handgun
AR-PD-179: Cartridge, Caliber: Modular Pistol, Special Purpose - XM1153
AR-PD-180: Cartridge, Caliber: Modular Pistol, Ball - XM1152
AR-PD-183: Cartridge, Caliber: Modular Pistol, Blank, XM1157
AR-PD-184: Cartridge, Caliber: Modular Pistol, Dummy, XM1156

REGULATIONS:

International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air
C.4.2. Non-Government Publications

EIA649: National Consensus Standard for Configuration Management
EIA-649-1: Configuration Management Requirements for Defense Contracts

C.4.3. Order of Precedence

In the event of a conflict between the text of this document and the references cited herein, it shall be resolved by observing the following order of precedence:

1. Statement of Work
2. Purchase Descriptions

C.5.0. REQUIREMENTS

C.5.1. Part A: PRODUCTION VERIFICATION TESTING (PVT)

C.5.1.1. Ammunition Support Package

The Ammunition Support Package is to be delivered as part of Weapon System Component Package, (Section C.3.1.1). The Ammunition Support Package shall include the following: Ammunition (Section C.5.1.1.1), Reference Cartridges (Section C.5.1.1.2), Bulk Energetic Material (Section C.5.1.1.3) and EPVAT Barrels (Section C.5.1.2).

C.5.1.1.1 Ammunition

The following ammunition shall be delivered in accordance to the ammunition Purchase Descriptions listed below:

<table>
<thead>
<tr>
<th>Cartridge Type</th>
<th>Reference</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ball Cartridge</td>
<td>AR-PD-180</td>
<td>300,000</td>
</tr>
<tr>
<td>Special Purpose Cartridge</td>
<td>AR-PD-179</td>
<td>255,000</td>
</tr>
<tr>
<td>Ball Cartridge (Mil-Pack)</td>
<td>AR-PD-180</td>
<td>36,000</td>
</tr>
<tr>
<td>Special Purpose Cartridge (Mil-Pack)</td>
<td>AR-PD-179</td>
<td>36,000</td>
</tr>
<tr>
<td>Dummy Cartridge</td>
<td>AR-PD-184</td>
<td>50</td>
</tr>
</tbody>
</table>

C.5.1.1.2. Reference Cartridges

The Contractor shall be responsible for obtaining reference cartridges for calibration of test equipment that will be used for PVT. The Contractor may use any commercially available (SAAMI or equivalent) cartridges to qualify reference cartridges.

<table>
<thead>
<tr>
<th>Cartridge Type</th>
<th>Reference</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference Cartridges (Special Purpose)</td>
<td>AR-PD-179</td>
<td>1000</td>
</tr>
<tr>
<td>Reference Cartridges (Ball)</td>
<td>AR-PD-180</td>
<td>1000</td>
</tr>
</tbody>
</table>

C.5.1.1.3. Bulk Energetic Material
The Contractor shall submit bulk samples of the energetic material used in the Ball and Special Purpose cartridges. Quantities shall be 50 lbs. of propellant and 75 grams of primer mix, per energetic material. The quantities shall come from one batch that was produced in the same process and with the same equipment as the lot amount used to manufacture the ammunition. Explosives Hazard Classification Data shall be provided for the bulk energetic materials delivered in accordance to paragraph C.5.1.4.1, System Safety Program.

C.5.1.2. Test Barrels

C.5.1.2.1 Electronic Pressure, Velocity, Action Time (EPVAT) Barrels

The Contractor shall deliver EPVAT barrels, which are representative of the submitted handgun, capable of supporting the test requirements for ball and special purpose cartridges in accordance with the respective purchase descriptions. The Contractor shall submit a design of EPVAT barrels to the Government for approval within 7 days after award. The design must consist of Production Level Drawings, as defined by MIL-STD-31000A, DI-SESS-81000E and TDP Option Selection Worksheet (CDRL B002), Commercial Drawings/Models and Associated Lists DI-SESS-81003E (CDRL B003), Quality Assurance Provisions DI-CMAN-80789 (CDRL B004), Special Tooling (ST) Drawings/Models and Associated Lists DI-SESS-81005E (CDRL B005), Design Specification DI-MCCR-81344 (CDRL B006), Special Packaging Instructions (SPI) Drawings/Models and Associated Lists DI-PACK-80121C (CDRL B007), Parts List DI-SESS-81359B (CDRL B008). Example of EPVAT barrel is the US Army ARDEC Drawing 8649416 Barrel, Test, Electronic Pressure, 9mm.

C.5.1.3. Data and Support

C.5.1.3.1 Technical Data Packages (TDPs)

C.5.1.3.1.1 Engineering Drawing Tree

The Contractor shall provide and Engineering Drawing Tree for the MHS Ammunition, DI-DRPR-81961 (CDRL B001). This MHS ammunition top-down engineering drawing tree shall specify all components of all ammunition that reflect the ammunition, subsystems, subassemblies/major assembly drawings, the components associated with their respective subassemblies and/or subsystems, and individual piece parts with cage codes that are necessary for a full-up provisioning of the production MHS ammunition. The Contractors MHS ammunition top-down engineering drawing shall also reflect complete parts lists and all other ancillary test and support equipment drawings.

C.5.1.3.1.2 Technical Data Package

The Contractor shall prepare and deliver the Technical Data Packages (TDPs) and associated parts lists for the MHS ammunition, DI-SESS-81000E, MIL-STD-31000A and TDP Option Selection Worksheet (CDRL B002), Commercial Drawings/Models and Associated Lists DI-SESS-81003E (CDRL B003), Quality Assurance Provisions DI-CMAN-80789 (CDRL B004), Special Tooling (ST) Drawings/Models and Associated Lists DI-SESS-81005E (CDRL B005), Design Specification DI-MCCR-81344 (CDRL B006), Special Packaging Instructions (SPI) Drawings/Models and Associated Lists DI-PACK-80121C (CDRL B007), Parts List DI-SESS-81359B (CDRL B008). The Contractor shall arrange the drawings in an "engineering top down drawing tree" format to insure that all the necessary drawings have been provided, reference DI-DRPR-81961, Engineering Drawing Tree.

a) Ball Cartridge TDP
b) Special Purpose Cartridge TDP
c) Dummy Cartridge TDP

C.5.1.3.2 Start of Work Meetings

The MHS Contractor shall conduct a 1-2 day Start of Work meeting, which shall include the Government and all major ammunition Sub-Contractors. The meeting shall be scheduled within ten (10) business days After Contract Award (ACA), and conducted within 30 calendar days ACA. The Contractor shall notify the Government of the Start of Work Meeting, DI-ADMN-81505, (CDRL A001). The location of the review shall be at the Contractors ammunition production facility. A major Sub-Contractor is defined as a Sub-Contractor that produces or provides 10% or more of the unit on a cost basis of the ammunition.

C.5.1.3.3 Meeting Minutes
The Contractor shall provide meeting minutes to all participants for each meeting DI-ADMN-81505 (CDRL A003).

C.5.1.4. System Safety - Ammunition

C.5.1.4.1. System Safety Program

The Contractor shall establish and maintain a System Safety Program in accordance with MIL-STD-882E, Standard Practice for System Safety, which will include a System Safety Plan. As a minimum, the Contractor shall implement a system safety program and a hazardous material management plan, which shall consist of conducting hazard analyses and assessments specified herein and establishing and maintaining a hazard tracking and risk resolution system for the entirety of the contract. If no specific analysis techniques are directed, or if the Contractor recommends that a different technique than specified by the Government should be used, the Contractor shall obtain Government approval of techniques to be used prior to performing the analysis. The hazard tracking and risk resolution shall be an integral part of the Integrated Product Team (IPT) meetings to influence the MHS corrective actions. Also, the Contractor shall identify System Safety Working Group (SSWG) members. The SSWG shall coordinate all matters that are safety related with the Government. The System Safety Program shall be submitted DI-SAFT-81626 (CDRL A004). The Contractor shall submit the required reports in support of the System Safety Program: Health Hazard Assessment Report DI-SAFT-80106C (CDRL A005); Critical Safety Item, Characteristics and Critical Defect Report DI-SAFT-80970A (CDRL A006); Failure Mode, Effects, Critical Analysis Report DI-SESS-81495 (CDRL A007). Explosive Hazard Classification Data DI-SAFT-81299C (CDRL A008) shall be submitted if the Contractor is providing the Government with explosives or munitions. Radiation Hazard Control Procedures DI-SAFT-80184A (CDRL A009) shall be submitted if the Contractor is providing the Government with radioactive material. The Contractor shall submit a System Safety Program Progress Report DI-SAFT-80105B (CDRL A010).

C.5.1.4.2. System Safety Hazard Analysis Report (SSHAR)

The Contractor shall provide System, Subsystem, and Operating and Support Hazard Analyses. Results of the Hazard Analysis shall be documented and a System Safety Hazard Analysis Report (SSHAR) shall be submitted DI-SAFT-80101C (CDRL A011). The SSHAR shall be updated throughout the duration of the contract to reflect any updates to the MHS.

C.5.1.4.3. Safety Assessment Report (SAR)

The Contractor shall conduct a safety assessment of the components, subsystems and system. The Safety Assessment Report (SAR) shall be submitted DI-SAFT-80102C (CDRL A012). A SAR is required with the delivery of any configuration or component to the Government for testing or demonstrating. This may require preparation and delivery of more than one SAR. The SAR shall contain results from the Contractors safety assessments, hazard analyses, and testing. The SAR shall also contain Range Safety recommendations for testing at Government facilities.

C.5.1.4.4. Accident/Incident Report

The Contractor shall provide a report to the PCD immediately following any major accident/incident (including fire) resulting in any one or more of the following: causing one or more fatalities, or one or more disabling injuries; damage of Government property exceeding $10,000; the effect on program planning or production schedules; degrading the safety of equipment under contract, such that personal injury or property damage may be involved; identify a potential hazard requiring corrective action. The Contractor shall prepare an Accident/Incident Report for each incident DI-SAFT-81563 (CDRL A013).

C.5.1.4.5. Ammunition Hazard Classification

The Contractor shall provide hazard classification data to support program compliance with the Department of Defense (DoD) Ammunition and Explosives Hazard Classification Procedures (DAHCP) (Army Technical Bulletin 700-2, Naval Sea Systems Command Instruction 8020.8, Air Force Technical Order 11A-1-47, and Defense Logistics Agency Regulation 8220.1). Such pertinent data may include:

a) Narrative information to include functional descriptions, safety features, and similarities and differences to existing analogous explosive commodities, including packaging.

b) Technical data to include Department of Defense Identification Codes (DODICs) and National Stock Numbers (NSNs); part numbers; nomenclatures; lists of explosive compositions and their weights, whereabouts, and purposes; lists of other hazardous materials and their weights, volumes, and pressures; technical names; performance or product specifications; engineering drawings; and existing relevant Department of Transportation (DOT) classification of explosives approvals.

c) Storage and shipping configuration data to include packaging details.

d) Test plans.
C.5.1.5. Environmental Compliance

All activities pertaining to ammunition manufacture shall comply with applicable Federal, State and Local Environmental Laws and Regulations, Executive Orders, Treaties and Agreements, and other guidelines designed to minimize the MHS programs impact on the environment.


C.5.1.6.1. Quality Management System (QMS)

The Contractor shall maintain a quality management system in accordance with ISO 9001:2008 (no tailoring permitted), or equivalent, and the supplemental requirements contained herein. Subcontractors with production responsibility only, shall maintain a quality management system in accordance with ISO 9001:2008 (excluding paragraph 7.3 Design and Development), or equivalent, and the supplemental requirements contained herein. If the Contractor desires to utilize an alternate quality management system, a request shall be submitted to the Contracting Officer for approval.

C.5.1.6.2. Quality Program Plan

The Contractor shall provide a documented quality program plan in accordance with the Contractor's quality management system. The plan shall include the quality system compliance/certification status, and a description of the current or planned programs that will be in place for the production of the MHS and all ammunition types (Ball, Special Purpose, Dummy, etc.), to include lot traceability and vendor/Sub-Contractor oversight. The plan shall include sections covering Inspection/Test Plan (to include, as a minimum: incoming inspections; in-process inspections and controls; and final inspections), Critical Defect Program, Acceptance Inspection Equipment (AIE), Process Control Documentation, a system to address non-conforming materials and corrective actions in the event of a non-conformance, and Rework. The Contractor shall submit the Quality Program, for both prime and Sub-Contractor(s) DI-QCIC-81722 (CDRL A016) for Government review and approval. A new Quality Program shall be submitted if there is any change for both prime and Sub-Contractor(s) and shall be subject to Government approval.

C.5.1.6.3 Configuration Management and Control

The Government will manage and control the configuration of the MHS, all accessories and ammunition. The configuration of the ammunition shall be identical to the submitted bid sample units. Any proposed changes must be submitted via Engineering Change Proposal to the Government for review and Government authorization prior to implementation. Any changes not authorized shall be considered non-conforming, and the affected ammunition shall not be accepted by the Government. All configuration management requirements shall apply and be passed on to all Sub-Contractors and vendors.

Upon contract award, the configuration of the ammunition shall be frozen to the submitted bid samples documented configuration. All hardware delivered under this contract are to be of a single design. Such design is to be thoroughly documented and access to such documentation including copying thereof shall be granted to the Government. Modifications from the baseline design shall be approved by the Government in advance and prior to implementation and thoroughly tested, documented and tracked via Engineering Change Proposal (ECP) DI-SESS-80639D (CDRL A017), Request for Variance DI-SESS-80640D (CDRL A018), and Notice of Revision (NOR) DI-SESS-80642D (CDRL A019), as applicable. The Contractor shall maintain a separate and unique ECP numbering system for this contract. ECPs, RFVs, and NORs, regardless of origin (prime or Sub-Contractor), shall be numbered sequentially and consistently.

The Contractor shall (and shall cause Sub-Contractors and vendors to) provide updates via engineering change proposals, to the Government, for the item(s) designed/developed/modified/produced by this contract for the life of this contract and shall incorporate all changes in accordance with the following:

a) All engineering changes shall be incorporated into the applicable engineering data within 90 days after engineering release/Government concurrence, or at intervals of five changes, whichever occurs first, except a change involving safety, which shall be incorporated immediately.
b) All engineering changes shall be incorporated into the applicable engineering data prior to delivery of data for review.
c) All engineering changes shall be incorporated into the applicable engineering data prior to delivery of final media (this includes all Engineering Change Proposals (ECPs) generated as a result of the preliminary data review).

Configuration change documentation (ECPs) shall include the complete original drawings for the affected parts (highlighted to show items/areas to be changed), the complete proposed change drawings, and the next higher assembly drawings. Configuration change
documentation shall include the results of both production verification testing and production representative (First Article) testing to adequately demonstrate that the proposed changes meet all requirements. Test sample quantities for configuration change purposes shall be statistically relevant. Government approval of configuration change documentation shall not alleviate the Contractors obligation to meet Purchase Description and SOW requirements.

The Contractor shall develop, submit for Government approval, and maintain a Configuration Management (CM) Plan MIL-HDBK-61A (SE), EIA649, EIA-649-1 and DI-CMAN-80858C (CDRL A020). All configuration changes shall be incorporated into both the Contractors maintained TDP, and Government managed TDP utilizing the ECP process detailed in this section.

C.5.1.7. Copyright & Technical Data Rights

The Governments technical data rights are specified in the Defense Federal Acquisition Regulation Supplement (DFARS) clauses 252.227-7013 and 252.227-7015. The Contractor shall provide unlimited rights for data related to form, fit, function, (FFF) or necessary for installation, operation, maintenance and training (IOMT) purposes (other than detailed manufacturing or process data) as described in Title 10 USC 2320 and technical manuals (TMs) specifically prepared for this statement of work / contract. Further, DFARS clause 252.227-7013 specifies certain copyright rights to be granted or obtained for the Government. If any content includes copyrighted material, the Contractor shall furnish full copyright release for that data. The Contractor shall provide the Data and Copy Right Release, DI-MISC-80508B, (CDRL A026).

C.5.1.8. Operational Security

The Contractor shall implement an employee verification process, to include Sub-Contractors, whether through background checks or other similar processes and provide an OPSEC Verification Report (CDRL A027) explaining how the verification process was completed and attest to the trustworthiness of the workforce.

C.5.1.9. Export Control Requirement

Export of technical data under this contract to Foreign Persons which is not accompanied by a perfected compliance instrument, as defined in International Regulation (ITAR) Section 120-16 is not authorized.

Technical Data shall be marked in accordance with the following:

EXPORT CONTROL WARNING NOTICE: WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (TITLE 22, U.S.C. , SEC 2751, ET SEQ) or the Export Administration Act of 1979, as amended, (TITLE 50, U.S.C. , APP 2401ET SEQ). Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

C.5.2. Part B: PRODUCTION (Applicable requirements after down-selection)

C.5.2.1. Production Deliverables

C.5.2.1.1. Ammunition

a) Ammunition, Special Purpose. The Contractor shall provide Special Purpose ammunition, in accordance to AR-PD-179.
b) Ammunition, Ball. The Contractor shall provide Ball ammunition, in accordance to AR-PD-180.
c) Ammunition, Blank. The Contractor shall provide Blank Ammunition in accordance to AR-PD-183.
d) Ammunition, Dummy. The Contractor shall provide Dummy Ammunition in accordance to AR-PD-184.

c) Ammunition Support Package, Compact (Section 5.2.1.2.1)
d) EPVAT Barrels

e) Accuracy Barrels
d) Profile and Alignment Gage
e) Reference Cartridges (Section 5.2.5.18)
C.5.2.1.2.1 Ammunition Support Package, Compact

<table>
<thead>
<tr>
<th>Cartridge Type</th>
<th>Reference</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Purpose Cartridge</td>
<td>AR-PD-179</td>
<td>300,000</td>
</tr>
<tr>
<td>Ball Cartridge</td>
<td>AR-PD-180</td>
<td>300,000</td>
</tr>
<tr>
<td>Reference Cartridge, Special Purpose</td>
<td>AR-PD-179</td>
<td>1,000</td>
</tr>
<tr>
<td>Reference Cartridge, Ball</td>
<td>AR-PD-180</td>
<td>1,000</td>
</tr>
<tr>
<td>Dummy Cartridge</td>
<td>AR-PD-184</td>
<td>50</td>
</tr>
</tbody>
</table>

C.5.2.1.2.2 Electronic Pressure, Velocity, Action Time (EPVAT) Barrels

The Contractor shall deliver EPVAT barrels capable of supporting the test requirements for ball and special purpose cartridges in accordance with the respective purchase descriptions. The Contractor shall submit a design of EPVAT barrels to the Government for approval within 7 days after award. The design must consist of Production Level Drawings, as defined by MIL-STD-31000A, DI-SESS-81000E and TDP Option Selection Worksheet (CDRL B002), Commercial Drawings/Models and Associated Lists DI-SESS-81003E, Quality Assurance Provisions DI-CMAN-80789 (CDRL B004), Special Tooling (ST) Drawings/Models and Associated Lists DI-SESS-81008E (CDRL B005), Design Specification DI-MCCR-81344 (CDRL B006), Special Packaging Instructions (SPI) Drawings/Models and Associated Lists DI-PACK-80121C (CDRL B007), Parts List DI-SESS-81359B (CDRL B008). Example of EPVAT barrel is the US Army ARDEC Drawing 8649416 Barrel, Test, Electronic Pressure, 9mm.

C.5.2.1.2.3 Accuracy Barrels

The Contractor shall deliver accuracy barrels capable of supporting the test requirements for ball and special purpose cartridges in accordance with the respective purchase descriptions. The Contractor shall submit a design of accuracy barrels to the Government for approval within 7 days after award. The design must consist of Production Level Drawings, as defined by MIL-STD-31000A, DI-SESS-81000E and TDP Option Selection Worksheet (CDRL B002), Commercial Drawings/Models and Associated Lists DI-SESS-81003E, Quality Assurance Provisions DI-CMAN-80789 (CDRL B004), Special Tooling (ST) Drawings/Models and Associated Lists DI-SESS-81008E (CDRL B005), Design Specification DI-MCCR-81344 (CDRL B006), Special Packaging Instructions (SPI) Drawings/Models and Associated Lists DI-PACK-80121C (CDRL B007), Parts List DI-SESS-81359B (CDRL B008). Example of accuracy barrel is the US Army ARDEC Drawing 8649443 Barrel, Test, Accuracy, 9mm.

C.5.2.1.3. Technical Data Package (TDP)

C.5.2.1.3.1 Engineering Drawing Tree

The Contractor shall provide an Engineering Drawing Tree for the MHS Ammunition, DI-DRPR-81961 (CDRL B001). This MHS ammunition top-down engineering drawing tree shall specify all components of all ammunition that reflect the ammunition, subsystems, subassemblies/major assembly drawings, the components associated with their respective subassemblies and/or subsystems, and individual piece parts with cage codes that are necessary for a full-up provisioning of the production MHS ammunition. The Contractors MHS ammunition top-down engineering drawing shall also reflect complete parts lists and all other ancillary test and support equipment drawings.

C.5.2.1.3.2 Technical Data Package

The Contractor shall prepare and deliver the Technical Data Packages (TDP) and associated parts lists for the MHS ammunition, DI-SESS-81000E, MIL-STD-31000A and TDP Option Selection Worksheet (CDRL B002), Commercial Drawings/Models and Associated Lists DI-SESS-81003E (CDRL B003), Quality Assurance Provisions DI-CMAN-80789 (CDRL B004), Special Tooling (ST) Drawings/Models and Associated Lists DI-SESS-81008E (CDRL B005), Design Specification DI-MCCR-81344 (CDRL B006), Special Packaging Instructions (SPI) Drawings/Models and Associated Lists DI-PACK-80121C (CDRL B007), Parts List DI-SESS-81359B (CDRL B008). The Contractor shall arrange the drawings in an "engineering top down drawing tree" format to insure that all the necessary drawings have been provided, reference DI-DRPR-81961, Engineering Drawing Tree.

a) EPVAT Barrels TDP
b) Accuracy Barrel TDP
c) Profile and Alignment Gage TDP
d) Blank Cartridge TDP

c.5.2.1.4 Non-Firing Ammunition
C.5.2.1.4.1. Demonstration Cartridges

The Contractor shall deliver to the Government inert models of the XM1152 and XM1153 cartridges for display purposes only. Demonstration cartridges provided shall be completely inert and shall NOT be manufactured with any energetic material. Demonstration cartridges shall be fabricated in a manner that is visually representative of the XM1152 and XM1153 cartridges. Demonstration cartridges shall be clearly and permanently marked with the text INERT on the case body along with any other cartridge markings.

C.5.2.1.4.2. Cut-away Cartridges

The Contractor shall deliver to the Government cut-away cartridges with cut-away section views of the XM1152 and XM1153 cartridges for display purposes only. Cut-away cartridges to be provided shall be complete inert models with a cut-away sectioned view of the item. Cut-away cartridges shall be fabricated in a manner that is representative of the XM1152 and XM1153. The volume of the cut-away cartridges that is removed shall be no less than 90 degrees and no more than 180 degrees about to the axis of symmetry. The cartridges shall contain simulated primer and propellant material and any bare metal parts shall be coated as to prevent rust or any other corrosion. Any components of the cut-away cartridges that are considered loose due to removed material shall be permanently affixed in place. Models shall be clearly and permanently marked with the text INERT on the case body along with any other cartridge markings.

C.5.2.2. Meetings and Reviews

C.5.2.2.1. Integrated Product Team (IPT) Meetings

As IPT members, the Contractor, Sub-Contractors and Government personnel shall participate in IPT meetings as required throughout the Contract life. The time and location (or teleconference) of the IPT Meeting shall be driven by the topic, and as agreed upon among the IPT members, however any IPT member may request to convene an IPT meeting (or teleconference) at any time by simple notification and invitation to all other parties. The convening member will provide the topic and the agenda in advance.

C.5.2.2.2 Start of Work Meetings

The MHS Contractor shall conduct a 1-2 day Start of Work meeting, which shall include the Government and all major ammunition Sub-Contractors. The meeting shall be scheduled within ten (10) business days after Contract Award (ACA), and conducted within 30 calendar days ACA. The Contractor shall notify the Government of the Start of Work Meeting, DI-ADMN-81505, (CDRL A001). The review shall be at the Contractors ammunition production facility. A major Sub-Contractor is defined as a Sub-Contractor that produces or provides 10% or more of the unit on a cost basis of the ammunition.

C.5.2.3. System Safety - Ammunition

C.5.2.3.1. System Safety Program

The Contractor shall provide an update, if necessary, on the established and maintained System Safety Program in accordance with MIL-STD-882E, Standard Practice for System Safety, which will include a System Safety Plan. As a minimum, the Contractor shall implement a system safety program and a hazardous material management plan, which shall consist of conducting hazard analyses and assessments specified herein and establishing and maintaining a hazard tracking and risk resolution system for the entirety of the contract. If no specific analysis techniques are directed, or if the Contractor recommends that a different technique than specified by the Government should be used, the Contractor shall obtain Government approval of techniques to be used prior to performing the analysis. The hazard tracking and risk resolution shall be an integral part of the Integrated Product Team (IPT) meetings to influence the MHS corrective actions. Also, the Contractor shall identify System Safety Working Group (SSWG) members. The SSWG shall coordinate all matters that are safety related with the Government. The System Safety Plan shall be submitted DI-SAFT-81626 (CDRL A004). The Contractor shall submit the required reports in support of the System Safety Program: Health Hazard Assessment Report DI-SAFT-80106C (CDRL A005); Critical Safety Item, Characteristics and Critical Defect Report DI-SAFT-80970A (CDRL A006); Failure Mode, Effects, Critical Analysis Report DI-SESS-81495 (CDRL A007). Explosive Hazard Classification Data DI-SAFT-81299C (CDRL A008) shall be submitted if the Contractor is providing the Government with explosives or munitions. Radiation Hazard Control Procedures DI-SAFT-80184A (CDRL A009) shall be submitted if the Contractor is providing the Government with radioactive material. The Contractor shall submit a System Safety Program Progress Report DI-SAFT-80105B (CDRL A010).

C.5.2.3.2. System Safety Hazard Analysis Report (SSHAR)

The Contractor shall provide an update, if necessary to the System, Subsystem, and Operating and Support Hazard Analyses. Results of
the Hazard Analysis shall be documented and a System Safety Hazard Analysis Report (SSHAR) shall be submitted DI-SAFT-80101C (CDRL A011). The SSHAR shall be updated throughout the duration of the contract to reflect any updates to the MHS.

C.5.2.3.3. Safety Assessment Report (SAR)

The Contractor shall provide an update, if necessary to the safety assessment of the components, subsystems and system. The Safety Assessment Report (SAR) shall be submitted DI-SAFT-80102C (CDRL A012). A SAR is required with the delivery of any configuration or component to the Government for testing or demonstrating. This may require preparation and delivery of more than one SAR. The SAR shall contain results from the Contractors safety assessments, hazard analyses, and testing. The SAR shall also contain Range Safety recommendations for testing at Government facilities.

C.5.2.3.4. Accident/Incident Report

The Contractor shall provide a report to the PCD immediately following any major accident/incident (including fire) resulting in any one or more of the following: causing one or more fatalities, or one or more disabling injuries; damage of Government property exceeding $10,000; the effect on program planning or production schedules; degrading the safety of equipment under contract, such that personal injury or property damage may be involved; identify a potential hazard requiring corrective action. The Contractor shall prepare an Accident/Incident Report for each incident DI-SAFT-81563 (CDRL A013).

C.5.2.3.5. Ammunition Hazard Classification

The Contractor shall provide hazard classification data to support program compliance with the Department of Defense (DoD) Ammunition and Explosives Hazard Classification Procedures (DAEHCP) (Army Technical Bulletin 700-2, Naval Sea Systems Command Instruction 8020.8, Air Force Technical Order 11A-1-47, and Defense Logistics Agency Regulation 8220.1). Such pertinent data may include:

a) Narrative information to include functional descriptions, safety features, and similarities and differences to existing analogous explosive commodities, including packaging.

b) Technical data to include Department of Defense Identification Codes (DODICs) and National Stock Numbers (NSNs); part numbers; nomenclatures; lists of explosive compositions and their weights, whereabouts, and purposes; lists of other hazardous materials and their weights, volumes, and pressures; technical names; performance or product specifications; engineering drawings; and existing relevant Department of Transportation (DOT) classification of explosives approvals.

c) Storage and shipping configuration data to include packaging details.

d) Test plans.

e) Test reports.

f) Analyses.

C.5.2.4. Environmental Compliance

All activities pertaining to ammunition manufacture shall comply with applicable Federal, State and Local Environmental Laws and Regulations, Executive Orders, Treaties and Agreements, and other guidelines designed to minimize the MHS programs impact on the environment.

C.5.2.5. Quality Assurance Provisions

C.5.2.5.1. Quality Management System (QMS)

The Contractor shall maintain a quality management system in accordance with ISO 9001:2008 (no tailoring permitted), or equivalent, and the supplemental requirements contained herein. Subcontractors with production responsibility only, shall maintain a quality management system in accordance with ISO 9001:2008 (excluding paragraph 7.3 Design and Development), or equivalent, and the supplemental requirements contained herein. If the Contractor desires to utilize an alternate quality management system, a request shall be submitted to the Contracting Officer for approval.

C.5.2.5.2. Product Traceability and Lot Control

Product traceability and lot control are requirements on all components and assemblies produced under this contract. Product identification and evidence of the acceptance status of all material shall be maintained throughout the entire manufacturing and assembly process to ensure traceability to original material identification and quality status. This requirement applies to both prime and Sub-Contractors. Lot control requirements are defined in the item specification and MIL-STD-1916. Evidence of product traceability
and Lot control documentation shall be available for Government review upon request.

C.5.2.5.3. Subcontractor and Vendor Audits

The Contractor shall include in the Quality Program Plan, provisions for quality system and statistical process control audits of suppliers to verify compliance to contract requirements. The plan shall include a schedule for the conduct of these audits; audit schedules and audit reports shall be provided to the Government.

C.5.2.5.4. Quality Program Plan

The Contractor shall maintain a documented quality program plan in accordance with the Contractor's quality management system. The plan shall include the quality system compliance/certification status, and a description of the current or planned programs that will be in place for the production of the MHS and all ammunition types (Ball, Special Purpose, Dummy, etc), to include lot traceability and vendor/Sub-Contractor oversight. The plan shall include sections covering Inspection/Test Plan (to include, as a minimum: incoming inspections; in-process inspections and controls; and final inspections), Critical Defect Program, Acceptance Inspection Equipment (AIE), Process Control Documentation, a system to address non-conforming materials and corrective actions in the event of a non-conformance, and Rework. The Contractor shall submit an update to the Quality Program, both prime and Sub-Contractor(s) DI-QCIC-81722 (CDRL A016) for Government review and approval. A new Quality Program shall be submitted if there is any change for both prime and Sub-Contractor(s) and shall be subject to Government approval.

C.5.2.5.5. Inspection and Test Records

The Contractor shall maintain inspection and test records, and as a minimum, indicate the nature of the observations made, the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate and shall be used for trend analysis and to assess corrective action effectiveness.

C.5.2.5.6. Measurement System Evaluation

To facilitate a Measurement System Evaluation for the ammunition, the contractor shall provide all Acceptance Inspection Equipment (AIE) necessary to ensure conformance of components and end-items to contract requirements, AR-PD-179, AR-PD-180, AR-PD-183, AR-PD-184, and the Contractors Technical Data Package (TDP) (e.g. drawings, specifications). The MSE package shall be submitted for approval and made available to the Government DI-QCIC-81960 (CDRL A028).

The Contractor shall furnish detailed descriptions (i.e., part numbers, manufacturer, model, calibration records, and accuracy) of all acceptance and inspection equipment used for inspections and tests of all Critical, Major and Special QAP characteristics.

C.5.2.5.7. Ammunition Lot Numbering and Data Cards

Ammunition Lot Numbers and Ammunition Data Cards shall be prepared and submitted MIL-STD-1168B and DI-MISC-80043A (CDRL 040) and shall follow the format required by the worldwide web application identified as WARP or Worldwide Ammunition-data Repository Program at http://aeps.ria.army.mil/aepspublic.cfm. Prior to gaining access to WARP, Contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a user name and password for the Army Electronic Product Support (AEPS) network as follows: click on Access Request Form and continue through the steps until completion and click on SUBMIT. A supervisor name, email and phone number are required if you are a DOD civilian or military. Contractors are required to provide CAGE Code, Contract Number, and Contracting Officer Representative (COR)/Contracting Officer Technical Representative (COTR) with Government email address. All requestors must provide their Information Assurance Security Officers (IASO) (formerly ISSO) name, e-mail, DSN phone, and commercial phone.

C.5.2.5.8. Acceptance Inspection / Test Documentation

The Contractor's quality program or detailed inspection system shall retain for the duration of the Contract documented and validated evidence of compliance with all specified requirements in accordance with the applicable requirements specified in the contract. The Contractor shall document the results of any receiving, in-process and final inspection(s)/test(s) performed on components, subassemblies, the final assembly, and any items delivered as spares or repaired components DI-NDTI-80809B. This documentation shall be provided for Government review upon request in a Test and Inspection Report, DI-NDTI-80809B (CDRL A041).

C.5.2.5.9. First Article Test Plan

The Contractor shall develop a FAT plan DI-NDTI-81307A (CDRL A030). This shall address all information necessary for accomplishing the
FAT as described in the requirements of Contractor TDPs and Purchase Descriptions, AR-PD-179 and AR-PD-180, AR-PD-183, Tables I, III, V, and VI, and AR-PD-184 Tables I, III, and V.

C.5.2.5.10. First Article Test

The Contractor shall not begin the FAT until the Government accepts and approves the Physical Configuration Audit Report. The Contractor shall produce a First Article production lot in accordance with AR-PD-179 and AR-PD-180, AR-PD-183, and AR-PD-184. The Contractor shall begin the first article testing in accordance with AR-PD-179 and AR-PD-180, AR-PD-183, Tables I, III, V, and VI, and AR-PD-184 Tables I, III, and V, within 30 days after Government approval of the FAT plan, and completed within 30 days of the start of testing. At least fifteen (15) calendar days before the beginning of First Article testing, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests. The First Article Test shall be conducted in accordance with the approved FAT Plan at the Contractors (Manufacturers) facilities. Approval of the FAT data shall be the responsibility of a Government Quality Assurance Representative via written notification from the PCO. If an unforeseen issue occurs and the FAT must be delayed, the Contractor shall submit an official letter to the PCO acknowledging the cause for delay no later than seven (7) days prior to the scheduled start date of the delayed FAT in addition to proposing a new FAT date and schedule. First Article hardware shall be representative of items to be manufactured using the same processes and procedures as in production.

The Contractor shall prepare for an Initial FAT-PCA. This PCA shall be performed in conjunction with the FAT and inspection to examine the degree to which the components and assemblies conform to the requirements of the drawings and specifications. Cartridges and components shall be produced by equipment and processes that will be utilized for full rate production. Inspection results shall validate 100% of all drawing dimensions and characteristics with actual variable data. The Contractor shall identify and provide descriptions, per DI-QCIC-81006 (CDRL A032), of any special equipment used to perform the required inspections and tests of the applicable AR-PDs and Appendices.

A FAT shall be conducted each time there is a change in manufacturing processes, equipment, manufacturing location, materials used in the fabrication of the ammunition, or a production shutdown of more than ninety (90) days. During the course of this Contract, the Contractor shall notify the Government of any other proposed changes to the manufacturing processes, equipment, manufacturing location, or materials. At that time, the Government will determine if a FAT (or partial FAT) will be required to certify the change. Any Government determination shall be provided in writing from the PCO to the Contractor. The Contractor shall provide Certification/Data Report, DI-MISC-80678 (CDRL A032).

C.5.2.5.11 Success of First Article

First article approval for the system will not be granted until both handgun and ammunition FATs have been completed successfully. The Contractor shall submit a corrective action plan in the event of failure of either FAT.

a) Full size with Special Purpose and Ball Cartridge
b) Compact with Special Purpose Cartridge

C.5.2.5.12. First Article Test Report

The Contractor shall prepare and submit a FAT Report, DI-NDTI-80809B, (CDRL A033), and Certification/Data Reports DI-MISC-80678, (CDRL A032). Within 15 calendar days after receiving the test report, the Government Contracting Officer shall notify the Contractor in writing of the conditional approval, approval, or disapproval of the First Article. The notice of conditional approval or disapproval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

C.5.2.5.13. Rejection of First Article

If any assembly, component, or ammunition fails to comply with any of the applicable requirements, the First article sample shall be rejected and constitutes failure of the FAT.

C.5.2.5.14. FAT Failure

If the FAT fails, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a failure. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests. The evaluation process shall be repeated if additional samples are required.
C.5.2.5.15. First Article Test (FAT) Waiver

The Contractor may request a waiver of FAT when identical or similar items have been previously furnished by the Contractor and have been accepted by the Government. Approval of this waiver shall be at the discretion of the Government. The Government reserves the right to waive a portion of, or all of, the FAT.

C.5.2.5.16. Physical Configuration Audit (PCA)

C.5.2.5.16.1. PCA Plan

The Contractor shall develop a PCA plan DI-SESS-81646B (CDRL A034), and deliver it to the Government for approval.

C.5.2.5.16.2. PCA

Physical Configuration Audit (PCA) shall be performed to administer the development and refinement of the Contractors initial Technical Data Package (TDP). The TDP will be based on the TDP of the qualified design from PVT.

The PCA shall be performed by examination and measurement using Standard Measurement Equipment (SME) to verify that the product baseline has been established and complete. The Contractor shall identify and provide descriptions, per Special Inspection Equipment Descriptive Documentation, DI-QCIC-81006 (CDRL A042), of any special equipment used to perform the required inspections and tests of the applicable AR-PDs and Appendices. Objective evidence shall be provided to demonstrate that the material used is the same as the material qualified during PVT by the USG. There shall be no discrepancies between the samples and their corresponding configuration descriptions (drawings, specifications, etc.). The PCA shall be performed on the following:

a) Ten (10) complete cartridges.
b) Ten (10) of each component of the cartridge. If more than one (1) piece of equipment is used to produce a component, then five (5) components from each piece of equipment will be subject to PCA evaluation. If mold or die has more than one cavity, five (5) pieces will be examined from each cavity.
c) The Government reserves the right to perform a PCA of the Contractor throughout the period of performance of the contract provided that the Government gives thirty (30) days notice on a non-interference basis.

C.5.2.5.16.3 PCA Report

The Contractor shall deliver the PCA Report, DI-SESS-81887 (CDRL A035) to the Government after completion of the PCA. The Contractor shall not begin the First Article Testing until the Government accepts and approves the PCA Report.

C.5.2.5.17. Lot Acceptance

C.5.2.5.17.1 Lot Acceptance Test

The Contractor shall perform Lot Acceptance testing on each lot of ammunition manufactured. The Contractor shall submit the LAT sample in accordance with the applicable specifications AR-PD-179, AR-PD-180, AR-PD-183 Tables I, IV, V, and VI, and AR-PD-184 Tables I, IV and V. The Contractor shall submit a LAT plan DI-NDTI-80566A (CDRL A036) for Government approval. At least fifteen (15) calendar days before the beginning of lot acceptance tests the Contractor shall notify the Contracting Officer in writing of the time and location of the testing so that the Government may witness the tests. The Contractor shall commence lot acceptance testing within 15 days after the lot production is completed. The lot acceptance test shall be conducted in accordance with the applicable specifications AR-PD-179, AR-PD-180, AR-PD-183 Tables I, IV, V, and VI, and AR-PD-184 Tables I, IV and V at the Contractors facilities and/or at facilities that the Contractor has contracted out. The lot acceptance tests shall be conducted under the supervision and with the approval of the Government representatives. If an unforeseen issue occurs and the LAT must be delayed, the Contractor shall submit an official letter to the FCO acknowledging the cause for delay no later than seven (7) days prior to the scheduled start date of the delayed LAT, in addition to proposing a new LAT date and schedule.

C.5.2.5.17.2 Lot Acceptance Test Report

The Contractor shall prepare and submit the results of the LAT and inspections in accordance with the applicable specifications AR-PD-179, AR-PD-180, AR-PD-183 Tables I, IV, V, and VI, and AR-PD-184 Tables I, IV and V. Resulting test data including any anomalies encountered during the testing of any accepted product shall be provided in the test report and uploaded in the Worldwide Ammunition
Repository Program (WARP) within fifteen (15) calendar days from the completion of the Lot Acceptance Tests. The test report shall be DI-NDT-80809B (CDRL A037).

C.5.2.5.18 Reference Cartridges

The Contractor will be responsible for building the Special Purpose Reference Cartridge lots, in accordance to AR-PD-179, and Ball Reference Cartridge lots, in accordance to AR-PD-180, for calibration of acceptance test equipment, verification of calibration, and application of correction factors to test results during Lot Acceptance Testing and First Article Testing in accordance with the STAP 9mm. The Contractor shall be responsible for providing a Test and Evaluation Program Plan to furnish reference cartridges needed for in-process and in-house testing. The plan shall be submitted for Government approval and concurrence after award of the first production order DI-NDT-81284 (CDRL A043).

C.5.2.5.19 High Pressure Test Cartridges

The contractor will be responsible for the development of a plan, applicable product descriptions, and acceptance criteria for a high pressure test cartridge that is analogous to the aforementioned XM1152 and XM1153 cartridges. The contractor shall be responsible for providing a plan to furnish high pressure test cartridges needed for future pressure proof testing of the MH. The Test and Evaluation Program Plan shall be submitted, DI-NDT-81284 (CDRL A043) for Government approval and concurrence after award of the first production order.

C.5.2.5.20. Certificate of Compliance

Each time a lot of cartridges is submitted for acceptance, the Contractor shall provide records to indicate all materials for the manufacturing of the munitions are in compliance with the materials, construction, and design requirements specified in the TDP or purchase description. The Contractor shall submit a Certificate of Compliance DI-MISC-80678, (CDRL A044).

C.5.2.6. Configuration Management (CM)

C.5.2.6.1. Configuration Management and Control

The Government will manage and control the configuration of all ammunition. The Contractor shall maintain a record of all changes to the original design. The Contractor shall provide, at a minimum, a record of any changes, narrative reasons for each change, and any relevant data.

The configuration of all the ammunition shall be identical to the submitted PVT units. Any proposed changes must be submitted via Engineering Change Proposal to the Government for review and Government authorization prior to implementation. Any changes not authorized shall be considered non-conforming, and the affected ammunition shall not be accepted by the Government. All configuration management requirements shall apply and be passed on to all Sub-Contractors and vendors.

Upon contract award, the configuration of the MHS ammunition shall be frozen to the submitted bid samples documented configuration. All hardware delivered under this contract are to be of a single design. Such design is to be thoroughly documented and access to such documentation including copying thereof shall be granted to the Government. Such design is to be thoroughly documented and access to such documentation, including copying thereof, shall be granted to the Government. Modifications from the baseline design shall be approved by the Government in advance and prior to implementation and thoroughly tested, documented and tracked via Engineering Change Proposal (ECP) DI-SESS-80639D (CDRL A017), Request for Variance (RFV) DI-SESS-80640D (CDRL A018)and Notice of Revision (NOR) DI-SESS-80642D (CDRL A019), as applicable. The Contractor shall maintain a separate and unique ECP numbering system for this contract. ECPs, RFVs, and NORs, regardless of origin (prime or Sub-Contractor), shall be numbered sequentially and consistently.

The Contractor shall (and shall cause Sub-Contractors and vendors to) provide updates via engineering change proposals, to the Government, for the item(s) designed/developed/modified/produced by this contract for the life of this contract and shall incorporate all changes in accordance with the following:

- All engineering changes shall be incorporated into the applicable engineering data within 90 days after engineering release/Government concurrence, or at intervals of five changes, whichever occurs first, except a change involving safety, which shall be incorporated immediately.
- All engineering changes shall be incorporated into the applicable engineering data prior to delivery of data for review.
- All engineering changes shall be incorporated into the applicable engineering data prior to delivery of final media (this includes all Engineering Change Proposals (ECPs) generated as a result of the preliminary data review.)

Configuration change shall include the complete original drawings for the affected parts (highlighted to show items/areas to be...
The Contractor shall develop, submit for Government approval, and maintain a Configuration Management (CM) Plan MIL-HDBK-61A (SE), EIA649, EIA-649-1 and DI-CMAN-80858B (CDRL A020). All configuration changes shall be incorporated into both the Contractors maintained TDP, and Government managed TDP utilizing the ECP process detailed in this section.

C.5.2.7. Ammunition Rework and Repair

Rework and Repair Procedures, along with the associated inspection and acceptance procedures, shall be documented by the Contractor and submitted to the Government, DI-MGMT-81910 (CDRL A039) for review and written approval by the PCO prior to implementation.

C.5.2.8. Production Facilities

a) The Contractor shall produce both the first article and the production quantities at the same facility.

C.5.2.9. Copyright & Technical Data Rights

The Governments technical data rights are specified in the Defense Federal Acquisition Regulation Supplement (DFARS) clauses 252.227-7013 and 252.227-7015. The Contractor shall provide unlimited rights for data related to form, fit, function, (FFF) or necessary for installation, operation, maintenance and training (IOMT) purposes (other than detailed manufacturing or process data) as described in Title 10 USC 2320 and technical manuals (TMs) specifically prepared for this statement of work / contract. Further, DFARS clause 252.227-7013 specifies certain copyright rights to be granted or obtained for the Government. If any content includes copyrighted material, the Contractor shall furnish full copyright release for that data. The Contractor shall provide the Data and Copy Right Release, DI-MISC-80508B, (CDRL A026).

C.5.2.10. Operational Security

The Contractor shall maintain an employee verification process, to include Sub-Contractors, whether through background checks or other similar processes and provide an updated OPSEC Verification Report (CDRL A027) explaining how the verification process was completed and attest to the trustworthiness of the workforce.

C.5.2.11. Export Control

Export of technical data under this contract to Foreign Persons which is not accompanied by a perfected compliance instrument, as defined in International Regulation (ITAR) Section 120-16 is not authorized.

Technical Data shall be marked in accordance with the following:

EXPORT CONTROL WARNING NOTICE: WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (TITLE 22, U.S.C., SEC 2751, ET SEQ) or the Export Administration Act of 1979, as amended, (TITLE 50, U.S.C., APP 2401ET SEQ). Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

*** END OF NARRATIVE C0001 ***

This document 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 these addresses:


If the clause requires additional or unique information, then that information is provided immediately after the clause title.
(a) Definitions. This paragraph defines specific terms utilized throughout the rest of the clause and in the accompanying Contract Data Requirements List (CDRL). The Data Item Description (DID) (DI-MISC-80914B) can be found at the following website: http://quicksearch.dla.mil/. These documents aid in clarifying the SA/LWSP requirements to Government and contractor personnel.

(1) Department of Defense (DoD) SA/LW Registry. DoD central repository for small arms and light weapons (SA/LW) serial numbers. The registry serves as the single point of access for inquiries relating to the last known record of SA/LW serial numbers. Serial numbers are provided by the component registries on a scheduled and as required basis.

(2) Small Arms and Light Weapons. For the purpose of small arms and light weapons reporting, small arms and light weapons are defined as man- portable weapons made or modified to military specifications for use as lethal instruments of war that expel a shot, bullet or projectile by action of an explosive. Small arms are broadly categorized as those weapons intended for use by individual members of armed or security forces. They include handguns, rifles and carbines, sub-machine guns, and light machine guns. Light weapons are broadly categorized as those weapons designed for use by two or three members of armed or security forces serving as a crew, although some may be used by a single person. They include heavy machine guns, hand-held under-barrel and mounted grenade launchers, portable anti-aircraft guns, portable anti-tank guns, recoilless rifles, man- portable launchers of missile and rocket systems, and mortars.

(3) Small Arms/Light Weapons Serial Number. The total series of characters appearing on the firing component part of a small arm or light weapons.

(4) Small Arms/Light Weapons Transaction Reporting. Reporting of individual transactions affecting the small arms or light weapons serial numbers’ status within any component registry and the DoD Small Arms/Light Weapons Registry (also known as the DoD Registry).

(b) Scope. This clause establishes requirements for the adherence to the Small Arms/Light Weapons Serialization Program (SA/LWSP) reporting requirements in accordance with AR 710-3 and DoD 4000.25-2-M. This clause also provides basic information and instruction to the contractor on the requirements of the Small Arms/Light Weapon Serialization Program (SA/LWSP).

1. Any Small Arms weapon manufactured under contract for the US Government is considered a sensitive item and requires tracking and controlling by serial number under the Small Arms/Light Weapons Serialization Program, to include reporting in accordance with DoD 4000.25-2-M (Military Standard Transaction Reporting and Accounting Procedures). The contractor is required to submit all Small Arms/Light Weapons Serialization Program (SA/LWSP) control transactions to the DOD Central Registry for recording as part of the mandatory requirements of this contract. This reporting shall be accomplished through the use of an 80 column Weapon Serial Number (WSN) transaction on the mandatory LOGSA spreadsheet in accordance with (DID) DI-MISC-80914B, as attached in section J of this solicitation and/or contract.

2. In addition, on the LOGSA spreadsheet, if a contractor receives GFP, then they will fill out the Reporting DoDAAC field with a DoDAAC assigned to them from the UIT registry. If a contractor does not have GFP, then they will fill out the Reporting DoDAAC field with a “0” plus their cage code. This spreadsheet must be filled out correctly or it will be rejected from LOGSA.

3. Transactions can be submitted either by e-mail with attached flat text file to the Logistics Support Activity (LOGSA) or by direct upload into WEB UIT. NOTE: The preferred method of submission is via email to LOGSAs mailbox.

PREFERRED METHOD OF TRANSMISSION

a. Contractors may submit an electronic copy in flat text file (.txt) format as an attachment via email to LOGSAs mailbox: usarmy.redstone.logsa.mbx.uit@mail.mil. LOGSA will send a verification e-mail for successful uploads. Additionally, a copy of the text file will be forwarded via email to the contract specialist identified in the issued By block on page one of the contract. Do not include any spaces in the file name or the file will be rejected.

ALTERNATIVE METHOD OF TRANSMISSION

b. Direct upload into WEB UIT: Transactions shall be submitted via the internet using Web UIT at the following website: https://weblog.logsa.army.mil/uit/

If contractor uploads the file directly in UIT, it is critical they ensure there are no rejects. The rejects will appear at the LOG IN page and correction procedures will be displayed. Contractors can verify a successful upload by querying by document number.

*For access to WEB UIT, the contractor must submit a System Access Request (SAR), available at the WEB UIT main page. Justification comments should include the following: Serialization officer responsible for the WSN transactions into WEB UIT.
c. Transactions must be submitted as each lot is accepted by DCMA and shipped.

d. A CD containing all serial numbers shall be submitted to the contract specialist of record at the completion of this contract.

e. The contractor can contact LOGSA for any assistance required (usarmy.redstone.logsa.mbx.uit@mail.mil).

4. Weapon Serial Number (WSN) transaction types for new production weapons. Refer to (DID) DI-MISC-80914B for additional details.

a. One (SA/LWSP) P transaction (80 record position) shall be furnished for each item shipped as new production to any DoD activity. The contractor is required to prepare three WSN control P transactions. One copy will provided to the UIT Central Registry (as indicated in para 2 above) and two additional copies will accompany the shipment documentation.

b. One (SA/LWSP) F transaction shall be furnished for each item shipped as new production for Foreign Military Sales (FMS) contracts and will be provided to the UIT Central Registry. Additional copies to accompany the shipment are not required.

c. One (SA/LWSP) N shall be furnished for each item shipped as new production for other government agencies or activities (non-DOD activities). This includes shipments to civilian activities and contractors. Transaction copies are not required to accompany weapon shipment.

(c) Acceptance. Contractors shall adhere to the SA/LWSP reporting requirement as a condition of Acceptance as defined in the Statement of Work or in the Inspection/Acceptance section of the contract.

C-2 52.223-4004 SECURITY SCREENING OF CONTRACTOR EMPLOYEES (CS7022) OCT/2010

The Contractor shall provide the Contracting Officer DA Form 7281-R Command Oriented Arms, Ammunition, and Explosives (AA&E) Security Screening and Evaluation Record with only the top section completed.

The Government will fill out the remainder of this form. This form will serve as a record of the Contracting Officer's (COR) interview of any individual dealing with AA&E. Also included is the Provost Marshal / Security Office Records Check and Local Civilian Law Enforcement Agency Records Check to be performed by ARDEC Security Office and also the Immediate Commander's (customer organization) Evaluation.

The Contractor shall not assign the employee to work with AA&E on Picatinny Arsenal until he has been notified by the PCO that the remainder of the form has been completed by the Government and the Contractor employee has been found suitable.

C-3 52.223-4005 EXPLOSIVE MATERIAL HANDLING (CS7030) OCT/2010

The Contractor shall comply with the requirements of the Department of the Army Pamphlet 385-64, Safety, Ammunition and Explosives Safety Program, in effect on the date of the solicitation for this contract.
4. Estimated weight of item is 200 pounds.
5. Classification of the material to be shipped is Unclassified.


7. Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M: Category IV.

AMMUNITION

Packing and Marking Requirements

1. Preservation and Packaging Requirements:
   a. Ammunition Requirements (SOW Part A): Ammunition requirements being shipped to Aberdeen Proving Ground shall be packed in accordance with FAR 52.211-4000.
   b. Ammunition Requirements (SOW Part B): Production quantities shall be packed into fiberboard cartons with foam/plastic padding to prevent gross movement in the carton. Cartons shall be packed into M2A2 containers with an appropriate quantity of cartons to fill the container without excessive filler material. M2A2 containers shall be sealed with a metallic seal.

2. Marking Requirements:
   a. Ammunition Requirements (SOW Parts A&B): Production quantities shall be marked in accordance with MIL-STD-129 including markings on all cartons, M2A2 containers, wirebound boxes, and pallets.

3. Unitization Requirements:
   a. Ammunition Requirements (SOW Parts A&B): Forty eight (48) wirebound wooden boxes shall be palletized and marked in accordance with drawing 1948-4116 and appropriate unitization appendix which will be provided by ARDEC Packaging.

4. Packaging Requirements:
   a. Wood Packaging Materials - Heat Treatment and Marking of Wood Packaging Materials: In accordance with the requirements of the American Lumber Standards Committee (ALSCL) and is required for all Wood Packaging Material (WPM). WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frames, and cleats. Packaging materials exempt from the requirements are materials that have undergone a manufacturing process such as corrugated fiberboard, plywood, particleboard, veneer and oriented strand board. All WPM shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) lumber and certified by an accredited agency recognized by the ALSCL in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations. All materials must include certification markings in accordance with ALSCL standards and be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSCL approved DUNNAGE stamp. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry.
   b. Marking: In addition to any special marking and markings called out by the Special Packaging Instruction or drawing:
      i. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see http://www.acq.osd.mil/log/rfid/index.htm for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the UII needs to be 2D barcode and applied on the unit package, intermediate and exterior containers, and the unit load.
      ii. Contractors and vendors shall apply identification and address markings with bar codes in accordance with MIL-STD-129. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have barcodes applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard, see paragraph 5.3.

5. Performance-Oriented Packaging: Prior to marking and shipment, the contractor shall ensure that the container has been tested by a U.S. Government approved Performance-oriented Packaging (POP) test laboratory in compliance with POP requirements in accordance with Title 49, Code of Federal Regulations. The test will be conducted to a weight of at least 10% greater than the gross package (pack out) weight or to the specified POP certification weight listed on the corresponding Packing and Marking drawing(s), whichever is greater.
   a. The POP test report shall be prepared by the POP test laboratory in accordance with DI-PACK-81059 (Data Item Description) IAW Part 178, CFR 49 with the appropriate POP marking of the test laboratory.
   b. The report must be submitted to the U.S. Government for approval as directed in the contract data requirement list (CDRL) DD Form
c. The U.S. DoD POP symbol shall not be applied to the container unless the Government approves the contractors test report and authorizes to apply the DoD POP symbol to the container.

For multiple year contracts, the contractor shall re-perform the POP testing at a U.S. Government approved Performance-oriented Packaging (POP) test laboratory IAW CFR 49 if:
- The initial POP test report expires before the end of the contract (single pack POP certification is valid for a period of 1 year; combination pack POP certification is valid for a period of 2 years)
- There is a change in container manufacturer, design, or manufacturing processes of the container.

EXCEPTION TO POP MARKINGS: If the container is manufactured outside the USA, the contractor/container manufacturer shall be responsible to perform the POP certification tests IAW the United Nations Recommendations on the Transport of Dangerous Goods and apply the marking authorized by the Transportation Competent Authority of the country of manufacture.

6. Estimated weight of item is 200 pounds.

7. Classification of the material to be shipped is Unclassified.

8. DOT Marking/Hazard Classification will be determined under contract.

9. Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M: Category IV

*** END OF NARRATIVE D0001 ***

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<tbody>
<tr>
<td>D-1</td>
<td>52.211-4000 COMMERCIAL PACKAGING REQUIREMENTS (DS7039)</td>
<td>APR/2014</td>
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1. Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistribution and shipment by any mode and meet or exceed the following requirements.

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

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, desiccants, water-proof and/or water-vapor-proof barriers.

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

2. Unit package

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

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

3. Intermediate Package

3.1 Intermediate Packaging - The use of intermediate packaging is required whenever one or more of the following conditions exist:
   a. The quantity is over one (1) gross of the same national stock number.
   b. Use enhances handling and inventorying.
   c. The exterior surface of the unit pack is a barrier bag.
   d. The unit pack is less than 64 cubic inches.
   e. The weight of the unit pack is less than five (5) pounds and no dimension is over twelve (12) inches.
Intermediate container shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

4. Packing

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

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

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

6. Marking

All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision R, Date 18 February 2014 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see http://www.acq.osd.mil/log/rfid/index.htm for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the unit load.

7. Hazardous Materials

7.1 A hazardous material is defined as a substance which has been determined by the Department of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Title 49 CFR and other applicable modal regulations effective at the time of shipment.) Ammunition and explosives (Hazard Class 1) are special cases and must be properly hazard classified and registered with the competent authority of the United States (Department of Transportation).

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


   c. Domestic Transport: Code of Federal Regulations (CFR) Title 49


7.3 If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the regulations of the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

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

8. Wood Packaging Materials - Heat Treatment and Marking of Wood Packaging Materials: In accordance with the requirements of International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frames, and cleats. Packaging materials exempt from the
requirements are materials that have undergone a manufacturing process such as corrugated fiberboard, plywood, particleboard, veneer and oriented strand board. All WPM shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 continuous minutes) lumber and certified by an accredited agency recognized by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: http://www.alsc.org). All materials must include certification markings in accordance with ALSC standards and be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry.

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

**Transportation Requirements:**
1) Dual Driver, Satellite Monitor Required, Security Risk Category U
2) Nomenclature: Modular Handgun System
3) Marking of Shipments: Ship IAW CFR 49 and DOD 4500.9-R
4) Bar Code Requirement: Bar Coding is required in accordance with MIL-STD-129
5) Number of Items, Destination, and Delivery Schedule as specified in Delivery Orders
6) For OCONUS shipments, USG Bonded Carrier Authorized
7) Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DOD 5100.76-M Category II
8) A DoD Unique Item Identification (UID) or a DoD recognized unique identification equivalent shall be provided on all items delivered for which the Government's unit acquisition cost equals $5,000 or more.
9) DOT Container Marking and Hazard Classification is as follows: Non Hazardous (No DOT marking required)

*** END OF NARRATIVE D0002 ***
### SECTION E - INSPECTION AND ACCEPTANCE

This document 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 these addresses:


If the clause requires additional or unique information, then that information is provided immediately after the clause title.

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<td>E-1</td>
<td>52.246-2</td>
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<td>E-2</td>
<td>52.246-16</td>
<td>APR/84</td>
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<td>E-3</td>
<td>52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT</td>
<td>DEC/2014</td>
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<tr>
<td>(a)</td>
<td>The contractor shall comply with the higher-level quality standard(s) listed below.</td>
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<td>Systems-Requirements</td>
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(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--

1. Any subcontract for critical and complex items (see 46.203(b) and (c)); or  
2. When the technical requirements of a subcontract require--
   1. Control of such things as design, work operations, in-process control, testing and inspection; or  
   2. Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.  

(End of clause)

| E-4             | 52.209-4001 FIRST ARTICLE TEST (CONTRACTOR TESTING) (ES6910) | OCT/2010|

a. The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

1. Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

2. Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

3. Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

4. Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

5. One-time qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.
e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be copy furnished to RDAR-EIQ-PC at usarmy.RIA.ardec.mbx.rdar-qep2@mail.mil and to PQM at kate.cruz@us.army.mil; deric.e.galloway.civ@mail.mil; sajjad.hussain.civ@mail.mil and a copy to the Contracting Officer.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

Please Note: The Government reserves the right to waive FAT, as per SOW.

E-5 52.246-4000 ACCEPTANCE (ES6901) OCT/2010

[X] Acceptance will be at the Contractor's Plant
- For Production Items (PART B).
  See PART B CLINS

[X] Acceptance will be at Destination
- For Performance Verification Testing (PVT) Items (PART A)
  See PART A CLINS

[X] Acceptance will be at Destination
- For First Article Test Reports (FATR)
- For Technical Data Packages (TDP) and CDRLS.

E-6 52.246-4001 GOVERNMENT PROCUREMENT QUALITY ASSURANCE ACTIONS (ES6902) OCT/2010

Government Procurement Quality Assurance (PQA) actions will be accomplished by the Governments Quality Assurance Representative (QAR) at:

[ X ] Contractors Plant - for Production Items

[ X ] Destination - Performance Verification Test (PVT) items

[ ] Other: The Contractors plant except for tests conducted at a Government Facility or Proving Ground.


The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD- 1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL FOR WEAPON-III FOR AMMUNITION-IV for major characteristics and VL FOR WEAPON-II FOR AMMUNITION-II for minor characteristics.

MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

E-8 52.246-4011 CRITICAL CHARACTERISTICS (SIX SIGMA) (ES6917) OCT/2010

a. The contractors processes shall be designed with the objective of preventing the creation or occurrence of non-conforming critical
The contractor shall establish, document and maintain a product specific, critical characteristics control (CCC) plan that shall be submitted to and approved by the Procuring Contracting Officer (PCO) IAW DD Form 1423 and DI-MGMT-80004. The CCC plan shall include or reference all procedures, work and handling instructions and process controls relating to any critical characteristics. Mistake Proofing techniques of the material handling and inspection systems shall be a part of the CCC Plan. Guidance for developing this plan and submitting Critical Plans of Action (CPOA) (paragraph g) can be found at http://www.pica.army.mil/PicatinnyPublic/organizations/ardec/orgchart/quality.shtml.

b. The contractor shall assure its critical processes are robust in design, capable and under control, with the objective of not generating any critical non-conformances. The contractor shall calculate, document, clearly identify, and have a schedule that routinely assess the reliability and effectiveness of its inspection and verification system to detect and prevent critical non-conformance escapes as identified in the CCC Plan. The contractor shall have procedures in place to ensure:

1. The non-conformance is positively identified and segregated to ensure that nonconforming product does not inadvertently remain in or reenter the production process. This control shall be accomplished without affecting or impairing subsequent non-conformance analysis. Final disposition of non-conforming product shall be documented and audited for traceability.

2. Within 45 days after award, the contractor can elect to submit a phased-in approach on how the non-conformance escape risk will be achieved over a period of time not to exceed 180 days from the date of first article approval, or from initiation of production when first article is not required. Submission will require approval by the Government and is subject to a technical review and analysis. Allowance for a phased-in approach will then become a part of the contract. Disapproval of the contractors submission does not relieve the contractor of its obligation to comply with the terms of this clause.

3. Based on the maximum error rate defined for the inspection system, the contractor shall develop a test procedure to demonstrate the error rate. As part of the test plan the contractor shall include sufficient test quantities to assure 90% statistical confidence in the resultant rates unless otherwise approved by the PCO. Once established, the contractor shall have a documented schedule to routinely monitor the non-conformance and inspection system error rates to assure they do not exceed the maximum rates allotted.

d. As a result of previous practices, the governments technical data may refer to Critical I, Critical II, and Special characteristics. The use of the term "critical characteristics" within this clause includes Critical I, Critical II and Special characteristics. Mistake Proofing techniques of the material handling and inspection systems shall be a part of the CCC Plan. The contractor's additional critical characteristics shall be classified in accordance with the critical characteristic requirements of the technical data package, supplemented herein. The Critical Item Characteristic List (CICL) review process shall be included in the CCC Plan. The contractor's additional critical characteristics shall be classified in accordance with guidance located at http://www.pica.army.mil/PicatinnyPublic/organizations/ardec/orgchart/quality.shtml and shall be submitted to and approved by the PCO prior to production (DI-SAFT-80970A).

e. In addition to critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall also identify and document in their contractor developed technical data all known material, component, subassembly and assembly characteristics whose non-conformances would likely result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The Critical Item Characteristic List (CICL) review process shall be included in the CCC Plan. The contractor's additional critical characteristics shall be classified in accordance with guidance located at http://www.pica.army.mil/PicatinnyPublic/organizations/ardec/orgchart/quality.shtml and shall be submitted to and approved by the PCO prior to production (DI-SAFT-80970A).

f. In the event that a critical non-conformance is found anywhere in the production process, the contractor, as part of its CCC Plan, shall have procedures in place to ensure:

1. The non-conformance is positively identified and segregated to ensure that nonconforming product does not inadvertently remain in or reenter the production process. This control shall be accomplished without affecting or impairing subsequent non-conformance analysis. Final disposition of non-conforming product shall be documented and audited for traceability.

2. The operation that produced the non-conforming component or assembly and any other operations incorporating suspect components or assemblies are immediately stopped. (See para h. for exceptions)
(3) The government (PCO) is immediately notified of the critical non-conformance (electronic mail) (DI-SAFT-80970A).

(4) Any suspect material is identified, segregated and suspended from any further processing and shipment.

(5) An investigation is conducted to determine the root cause of the non-conformance and the required corrective actions. An evaluation shall also be conducted with regard to suspect material to ensure that no additional critical non-conformances are present. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government as required in f(3) above.

(6) A request to restart manufacturing or to use any suspect material associated with the critical non-conformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until authorized by the PCO, unless previously addressed in the approved CCC Plan. The Government will respond to a restart request within 3 working days. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect material shall not be used without PCO approval.

(7) The procuring activity reserves the right to refuse acceptance of any suspect material until the root cause or reasonably likely cause of the critical non-conformance has been identified, corrective action has been fully implemented and sufficient evidence has been provided to exclude non-conforming material from the conforming population.

The contractor may develop alternative plans and provisions, collectively referred to as a Critical Plan of Action (CPOA), relative to government or contractor identified critical characteristics. All CPOAs are independent and shall be evaluated by the government for this contract. The CPOA and any subsequent revisions submitted IAW DD Form 1423 and DI-MGMT-80004 require PCO approval prior to implementation. Unless otherwise specified at time of approval, contractor shall review and evaluate CPOAs for currency and process improvements at least on an annual basis and submit results to the PCO. Unless otherwise approved by the PCO, each critical characteristic shall require a separate CPOA. If the CPOA includes other documents by reference they shall be submitted upon request. Guidance for the development of a CPOA can be found in the referenced guidance located at paragraph a of this clause.

The contractor may continue production with an approved CPOA provided that the critical non-conformance is consistent with the failure mode(s) and rates established in the CPOA. Failure to meet all CPOA requirements will require the contractor to revert back to paragraph f requirements.

If a critical non-conformance is discovered beyond its designated inspection point and prior to Government acceptance the contractor shall take actions specified in paragraph f above. If a critical non-conformance is discovered after Government acceptance the Government has the right to invoke the requirements of paragraph f with respect to the contractors remaining production under this contract.

(a) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out of provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(b) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of TBD (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of the quantity) and ends on (enter the date of the end of the warranty period for the quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of TBD (enter item serial/lot number(s) as applicable) begins on the date of the acceptance of the lot and ends TBD (enter the length of the warranty period) days later."

Detailed requirements and guidance for the preparation of Ammunition Data Cards (ADCs) and Ammunition Lot Numbers are contained in MIL-STD-1168, DI-MISC-80043 and the Worldwide Ammunition-data Repository Program (WARP) online user's manual. Detailed requirements for obtaining and using a manufacturer's identification symbol, which is an integral component of the ammunition lot number, can be found in MIL-STD-1168 and the WARP users manual. Information provided in paragraphs 6.7 through 6.16 of MIL-STD-1168 shall be considered mandatory requirements where all instances of the term "should" are considered to be replaced with the word "shall."

(a) The contractor shall develop and submit ADCs in accordance with the requirements of this clause, MIL-STD-1168, and the user's manual located on the WARP database. The WARP application is accessed through the Munitions History Program (MHP) website. The ADC.
requirement is a flow-down requirement that applies to contractors and their suppliers, vendors or subcontractors.

(b) The contractor shall prepare an ADC for each lot of item(s) being produced under this contract, regardless of whether or not those lots are accepted or rejected by the Government. The ADC shall comply with MIL-STD-1168 and WARP requirements.

(c) Unless otherwise authorized by the Procuring Contracting Officer, the contractor shall include, in the components sections on the ADC representing the deliverable item, as a minimum; all assemblies, sub-assemblies, components, explosives, and propellants listed below for the item being procured.

PLEASE NOTE: AMMUNITION DATA CARD (ADC) INFORMATION WILL BE PROVIDED TO THE SUCCESSFUL OFFEROR AFTER THE "DOWN-SELECT" IS COMPLETED

End Item Component Listing:

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(d) The component items identified below are from paragraph (c) above and will require their own component ADC in addition to being listed on the end item ADC. The component ADCs shall also comply with MIL-STD-1168 and WARP requirements.

Drawing Number from paragraph (c) above -3-, components as follows:

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(e) Lot numbers shall be in accordance with MIL-STD-1168 lot number convention and the technical data package requirements. Lot numbers shall be used for all ammunition end items and their major components, including inert, dummy, or non-energetic items and components. When not required by technical data package and not considered an end item or major component, the component lot number may be constructed through contractor lot number convention.

(f) The flowdown of the requirement for component ADCs generated via WARP is highly encouraged for other items not identified in paragraph (d) above when the prime contractor is purchasing components, assemblies, and subassemblies from subcontractors or vendors.

(g) All component RFD/ECPs shall be listed on the ADC for the deliverable item, as well as on the component ADC, when that component is identified in paragraph (d) above. The WARP user's manual provides information on the level of detail required.

(h) A sample ADC shall be developed and submitted to the WARP system 30 days prior to First Article testing or 30 days prior to production in the event a first article is not required. The WARP ADC program will not allow the submission of additional ADCs until such time as the sample ADC has been approved in the system.

(End of clause)
article (if required) or prior to start of production. Acceptance of product shall be contingent on verification of acceptable process capability in accordance with the accepted PCP, provided all other contractual requirements are met. The Government reserves the right to withhold acceptance of product when there is evidence of noncompliance to the PCP. Should a finding of noncompliance to the PCP be made, a corrective action plan shall be submitted to the Government.

b. Characteristics for process control are as follows:

(1) Characteristics for process control are attributes or features whose variation have a significant effect on product fit, form, function, performance, service life or producibility, that require specific actions for the purpose of controlling variation.

Characteristics for process control result from an in-depth Government-only review and analysis as specified in Technical Data Package (TDP) documentation as required below:

(1.1) Government selected list, see paragraph g below

(1.2) As listed key characteristics (in TDP)

(2) Characteristics for process control are attributes or features whose variation have a significant effect on product fit, form, function, performance, service life or producibility, that require specific actions for the purpose of controlling variation.

Characteristics for process control shall be determined using an in-depth Contractor review and analysis as specified in the PCP documentation. The Government reserves the right to identify any characteristics for process control as well as any additional characteristics identified in paragraph g.

(3) Characteristics for process control are attributes or features whose variation have a significant effect on product fit, form, function, performance, service life or producibility, that require specific actions for the purpose of controlling variation. Special controls should be applied where the cost of variation justifies the cost of control. These shall be developed from an in-depth Government-Contractor review and analysis of design as specified in paragraph g below.

c. The Contractors analysis shall include processes and operations under the control of the prime Contractor and those under the control of sub-contractor including sub-tier suppliers. The Contractor shall create a process flow chart for the entire process (including manufacturing, inspection and material handling) and perform Process Failure Modes and Effects Analysis (PFMEA) for all processes identified on the process flow chart (If option b(3) is selected, a PFMEA and process flow chart will not be necessary). The Contractor shall identify, define and document specific controls applicable for each process and operation that affects all characteristics required for control by this clause. The Contractor shall: (a) conduct process capability studies on all process and operation parameters affecting characteristics for process control; (b) verify that all automated inspection equipment used to validate process capability has been properly calibrated and certified; and (c) conduct Measurement System Analysis (MSA) studies on all applicable corresponding measurement systems utilized to monitor process capability.

d. The Contractor shall prepare and implement a PCP. The PCP shall be based upon and include the process flow chart, PFMEA (if option b(3) is selected, a PFMEA and process flow chart will not be necessary), process capability studies and Measurement System Analysis (MSA) for all process and operation parameters affecting characteristics for process control. For each characteristic, the PCP shall describe the entire process (including manufacturing, inspection and material handling), control methods and action plans for all out of control conditions and process capability at the stated production rates. When utilizing statistical methods, a process capability index such as Cpk shall be calculated. A characteristic for process control shall be considered to have an acceptable (and capable) process if it has a Cpk of at least 2.00 for Critical characteristics, 1.33 for all other characteristics selected for control. The Contractor shall notify the Government when the minimum process capability values (Cpk) of 2.00 for Critical characteristics and 1.33 for all other characteristics for process control, or the alternative established minimum Cpk values, are no longer being maintained.

e. In accordance with MIL-STD-1916 the Contractor may request, in writing, that alternate methods of acceptance be evaluated once the processes and applicable operation parameters have been demonstrated to be both stable and capable. Any alternate methods may not be implemented until accepted by the Contracting Officer.

f. Corrective Action Requests (CARs) and Requests For Deviations (RFDs) generated for identification of product nonconformances shall result in an evaluation of the Process Control Plan (PCP). The evaluation will consider addition of new characteristics for process control to the contractually required process control list and require implementation of actions per paragraphs (c) and (d) above with submittal to the PCO for Government acceptance. If the CARs and RFDs are related to characteristics, processes and / or operations already identified in the PCP then those actions required by paragraphs (c) and (d) will be reassessed and submitted to the PCO for Government acceptance. The Government reserves the right to withhold acceptance of product until the revised PCP is accepted by the Government.

g. If box b(1)[1.1], b(2) or b(3) are checked above, the selected characteristics and applicable tools, techniques, control methods or method of analysis to obtain these are specified as follows:

The in-depth, Government- Contractor review and analysis shall include use of the following tools: Process Flow Charts, PFMEA, Stability/Capability Studies, Measurement Systems Evaluations, and any other Quality tools or techniques deemed appropriate by the joint IPT (e.g. Design of Experiments). Once the list of Characteristics for Process Control are identified by the Government-Contractor team,
(a) Definitions. This paragraph defines specific terms utilized throughout the rest of the clause and in the accompanying Contract Data Requirements List (CDRL) and Data Item Description (DID) (DI-QCIC-81960). This aids in clarifying the MSE requirements to Government and contractor personnel.

(1) Acceptance Inspection Equipment (AIE). All equipment (includes AAIE defined below), special and standard, including dimensional gages, measuring equipment, test fixtures, electronic and physical test equipment, and other test equipment used for examination and test of a product to determine conformance to the Technical Data Package (TDP) which may include drawings and specifications (e.g., Detail, Performance, Weapon specifications, and QAPs).

(2) Automated Acceptance Inspection Equipment (AAIE). AIE in which the inspection and acceptance determination of the product is performed, in whole or in part, in an automatic manner.

(3) Contractor Inspection Equipment. Government-approved equipment utilized by the contractor to perform examination and tests to assure conformance to contract requirements.

(4) Commercial Inspection Equipment. Industry-developed inspection equipment of universal application, without limitations to a specific part or item, which is advertised or cataloged as available to the trade or to the public on an unrestricted basis at an established price. Examples follow:

(i) Standard Test Equipment. Multiusage equipment that is specific to a function rather than to an item. It includes such items as hardness testers, tensile strength testers, meters, weighing devices, standard gear testers, ohmmeters, voltmeters, and oscilloscopes.

(ii) Standard Measuring Equipment (SME). Multipurpose equipment and standards used for performing measurements. It includes such items as micrometers, rulers, tapes, height gages, and protractors, etc. Standards include visual inspection equipment such as scratch and dig standards, surface finish comparator, color standards (PED-STD-595), etc.

(5) Nondestructive Testing. The development and application of technical methods to examine materials or components in ways that do not impair future usefulness and serviceability in order to detect, locate, measure and evaluate flaws; to assess integrity, properties and composition; and to measure geometrical characteristics. NDT includes Radiography/Radioscopic, Ultrasonic, Eddy Current, Magnetic Particle, and Liquid Penetrant.

(6) Measurement System Analysis (MSA). Per ASTM E2782 (Standard Guide for MSA), paragraph 3.1.7, MSA is any of a number of specialized methods useful for studying a measurement system and its properties.

(b) Scope. This clause establishes requirements for design, supply, performance, and maintenance of AIE used for product inspection and acceptance. In addition, this clause establishes requirements for the preparation, submission, and approval of AIE documentation.

(c) AIE. The contractor shall provide all AIE necessary to ensure conformance of components and end-items to contract requirements. AIE shall include inspection, measuring, and test equipment whether Government furnished or contractor furnished (including commercially acquired) along with the necessary specifications and procedures for their use (see ISO 10012, paragraph 6.2.1). The AIE shall not create or conceal defects on the product being inspected. All AIE documentation shall contain sufficient information to permit evaluation of the AIEs ability to test, verify, and/or measure the applicable characteristics or parameters (see DI-QCIC-81960).

(d) AIE Designs & Government Furnished Gages. AIE designs are of two types Government designs (see (d)(1)) and contractor designs (see (d)(2)). When applicable, Government designs or Government furnished gages are designated in the TDP/contract; responsibility for all other AIE is assigned to the contractor. The designs, associated inspection procedures, and theory of operation shall have the level of detail to demonstrate capability of the proposed AIE to perform the required inspection.

(1) Government AIE Designs. Government AIE designs may consist of detailed drawings necessary for the fabrication and use of the AIE. Unless otherwise specified, the contractor may submit alternate or modified contractor designs of Government AIE designs.

(2) Contractor AIE Designs. Contractor AIE design drawings shall meet the requirements of ASME Y14.100, ASME Y14.5 and ASME Y14.43 and may include commercial inspection equipment. [Commercial inspection equipment is defined as shown in paragraph (a)(4) above. It shall be fully described by catalog listings or other means which provide sufficient information to permit identification and evaluation by the Government and may include illustrations and engineering data.] Designs shall be submitted for any special fixture(s) to be used. Unless otherwise specified, Gage Tolerancing Policy shall be in accordance with ASME Y14.43, Absolute Tolerancing (Pessimistic Tolerancing).
(e) **AIE Package Submittals.** The contractor shall prepare the AIE package submittal in accordance with DI-QCIC-81960 in the applicable Contract Data Requirements List (CDRL DD Form 1423). In addition, the contractor shall adhere to the following requirements:

1. **Designs for Approval.** Contractor designs and/or the submission for the use of Government designs shall be approved by the Government. Partial submission of AIE designs is permissible in order to expedite the approval process; however, the response date for design review will be based on the date of the final complete submission of designs.
2. **Correspondence in English.** The contractor shall ensure all AIE correspondence and documentation are submitted in English.
3. **Units of Measurement.** The units of measurement within the AIE package submittal shall be consistent with the requirements of the Technical Data Package (TDP).
4. **AIE Flow Down.** The contractor shall flow down AIE requirements to sub-contractors at any tier who are performing acceptance inspections.

(f) **Characteristics for Inspection.** AIE documentation for Critical, Special, and Major characteristic inspections shall be submitted to the Government for approval in accordance with (IAC) the CDRL (DI-QCIC-81960). AIE for Minor characteristic inspections shall be submitted to the Government for approval IAW CDRL (DI-QCIC-81960) and as required below:

1. **Listed Minor (characteristics displayed on specifications and/or drawings — APPLICABLE TO AMMUNITION ONLY**
2. **Government selected list (as attached or as provided herein)**
3. **Not submitted**

(Please refer to CDRL A027)

(g) **Automated Acceptance Inspection Equipment.** The AAIE shall accept only conforming material. All characteristics requiring AAIE per the TDF shall utilize inspection equipment with a minimum demonstrated reliability of 99.8% at a 90% confidence level to detect non-conforming material unless otherwise specified below.

1. **Reliability of ____% at a ___% Confidence Level for Critical/Special Characteristics**
2. **Reliability of ____% at a ___% Confidence Level for Major Characteristics**

3. **For inspection of major and minor characteristics where contractor utilizes AAIE when it is not required by the TDF, the AAIE package shall be submitted to the Government for approval. If the Minor characteristic is not listed in paragraph (f)(2) or not required for submittal in paragraph (f)(3), then the AAIE requirements (e.g., verification, calibration, prove-out, etc.) of the inspection shall still be performed.**
4. **All AAIE packages submitted to the Government for approval shall be in accordance with MIL-A-70625 (Automated Acceptance Inspection Equipment Design, Testing and Approval). Furthermore, the contractor shall be responsible for producing the acceptance and rejection verification standards/masters representative of the characteristics the AAIE is designed to inspect. The verification standards and frequency of use require Government approval prior to use. When verification standards are used for the VL-VII sampling plan per MIL-STD-1916 paragraph 4.4, verification standards and frequency of use shall require Government approval prior to use.**
5. **If the AAIE accepts a critical characteristic reject standard the contractor shall notify the Government and act in accordance with paragraph (f) of the Critical Characteristic Control Clause. In addition, if the AAIE accepts a major and/or minor characteristic reject standard the contractor shall act in accordance with paragraph 8.3 of ISO 10012 or paragraph 5.2.3 of ANSI/NCSL Z540.3.**
6. **All AAIE shall be required to pass a Government-approved Acceptance (Prove-Out) Test. The contractor shall conduct this test per the approved test plan and shall submit a test analysis report for approval. See applicable CDRL (DI-QCIC-81960). This test shall be performed at the contractors facilities whose manufacturing system has had the AAIE fully integrated and calibrated as per paragraph (j) of this clause. The contractor shall allow Government personnel access to this facility and unobstructed monitoring of this test.**
7. **The contractor shall notify the Government prior to a modification and/or relocation of the Government-approved AAIE. The modified and/or relocated AAIE shall require submission of the acceptance test plan (prove-out) and results for review and approval prior to use. The modified and/or relocated AAIE shall be in accordance with paragraphs (g)(1) - (g)(6).**

(h) **Measurement System Analysis (MSA).** The contractor is responsible to ensure all AIE is, at a minimum, stable, repeatable, and reproducible for all characteristics. Refer to ASTM E2782 and/or AIAG MSA for guidance. The contractor shall provide objective evidence, including the MSA assessment plan, associated data, and analysis, which demonstrates the AIE is, at a minimum, stable, repeatable, and reproducible for the following characteristics (MSA CDRL):

(Please refer to CDRL A027 and SOW sections C.3.2.8.9 & C.5.2.5.6)
Approval of submitted MSA(s) must be granted before the corresponding AIE can be used or continue to be used for acceptance of product. If at any time following approval of the AIE and MSA the AIE is disapproved, then the MSA shall be disapproved. After the resubmitted AIE is approved, the MSA shall be conducted on the approved AIE and resubmitted for approval.

(i) Robust AIE System. The contractor shall ensure the AIE and its use is not negatively affected by any manufacturing/inspection environmental stimuli including, but not limited to production rate, noise, temperature, humidity, and vibration.

(j) AIE Calibration and Verification. The calibration system shall be in accordance with ISO 10012 or ANSI/NCSL Z540.3. All AIE shall be subject to scheduled calibration intervals to ensure that the equipment will accept only conforming product and reject all non-conforming product for the duration of the approved calibration period. AIE shall be subject to periodic verification to ensure that the equipment will continue to accept and reject product with the same consistency as it did at the time of its previous calibration.

(k) Non-Destructive Testing (NDT). Contractor shall submit detailed plans for qualifying and certifying NDT personnel and plans for qualification and ongoing use of NDT methods used for inspecting product. If re-qualification of NDT personnel and/or NDT methods is required, then the applicable plans shall be submitted.

(1) Personnel performing NDT examinations shall be qualified and certified in accordance with the standard practices prescribed by NAS 410 (NAS Certification & Qualification of NDT Personnel), ANSI/ASNT-CP-189 (ASNT Standard for Qualification and Certification of NDT Personnel), or SNT-TC-1A (Recommended Practice for Personnel Qualification and Certification in NDT), and additional procedures that may be identified by the Government. Acceptance of product using NDT shall be performed by personnel at a level of qualification consistent with that defined in the applicable standard.

(2) The NDT method(s) shall be applied in accordance with ASTM E 543 (Standard Specification for Agencies Performing Nondestructive Testing) and the current nationally recognized standard practices appropriate to the NDT method(s) employed, such as ASTM E-1742 (Standard Practice for Radiographic Examination) and SAE-AMS-STD-2154 (Inspection, Ultrasonic, Wrought Metals, Process For). Each application technique shall identify the standard(s) utilized. Non-destructive testing includes, but is not limited to, the following types of testing: Radiography/Radioscopic, Ultrasonic, Eddy Current, Magnetic Particle, and Liquid Penetrant.

(l) Contractor Alternate Inspection Method(s), Modifications and/or Relocation of AIE (Non-Automated) After Government Approval. If the contractor proposes an alternate inspection method and/or modifies the AIE design(s) affecting hardware, software, or procedures after Government approval the intended change(s) shall be submitted to and approved by the Government prior to implementation. If an AIE is relocated and the relocation risks the integrity of the inspection system, notify the Government to determine information needed to assess impact to AIE. See CDRL (DI-QCIC-81960).

(m) Responsibility for AIE Package Submittal. The contractor shall submit the AIE design documentation package within contractual timeframes per CDRL (DI-QCIC-81960). The Government will provide approval or disapproval within the timeframe specified in the CDRL. Disapproval of the AIE package will require re-submittal and subsequent Government review in accordance with the CDRL requirements. The AIE package and any required prove-outs must be approved prior to First Article (FA) (if required) or production start-up if FA is not required.

(n) Governments Right to Disapprove AIE. The Government reserves the right to revoke approval of any AIE that is not satisfying the required acceptance criteria at any time during the performance of this contract. See CDRL (DI-QCIC-81960).

(o) Navy Furnished Gages. When gages are listed in paragraph (o)(9) below, the Navy Special Interface Gage (NSIG) Requirement paragraphs (o)(1) - (o)(8) shall be satisfied.

(1) The NSIG(s) are provided for verification of selected interface dimensions and do not constitute sole acceptance criteria of production items or relieve the contractor of meeting all drawing/specification requirements under the contract.

(2) The contractor is responsible for contacting the Naval Surface Warfare Center (NSWC), Corona Division at least 45 days prior to FAT (if required) or production, for the delivery of NSIG(s).

(3) NSIG(s) will be forwarded to the contractor for joint use by the Government and the contractor. Government furnished NSIG(s) shall not be used by the contractor(s) or subcontractor(s) as in-process or working gage(s).

(4) For production items that fail to be accepted by the applicable NSIG(s), an alternate inspection method may be submitted for approval.

(5) The contractor may substitute contractor designed and built AIE for the NSIG(s) noted in paragraph (o)(9) below. However, the designs require Government (Navy) approval and the contractor AIE hardware requires Government (Navy) certification. AIE designs shall be submitted in accordance with CDRL (DI-QCIC-81960).

(6) The Government (Navy) shall not be responsible for discrepancies or delays in production items resulting through misuse,
damage or excessive wear to the NSIG(s).

(7) Calibration and repair of the NSIG(s) shall only be performed as authorized by the NSWC Corona Division. Repair is at no cost to the contractor unless repair is required due to damage to the gages resulting from contractor fault or negligence. Damaged, worn, or otherwise unserviceable NSIG(s) shall be brought to the immediate attention of the CAO and NSWC Corona Division. The contractor shall not make any adjustments, alterations or add permanent markings to NSIG(s) hardware unless specified by the NSIG operating instructions or authorized by the NSWC Corona Division.

(8) Within 45 calendar days after final acceptance of all production items, the NSIG(s) shall be shipped to NSWC Corona Division, ATTN: Receiving Officer, Bldg 575, Gage Laboratory, 1999 Fourth St., Norco, CA 92860-1915. The following shipping and marking specifications are applicable:

(i) Shipping, MIL-STD-2073, "DOD Standard Practice for Military Packaging"
(ii) Marking, MIL-STD-129, "Marking for Shipment and Storage".

(9) The following NSIG(s) shall be provided and are mandatory for use except as noted by paragraph (o)(5) above.

<table>
<thead>
<tr>
<th>Drawing</th>
<th>Rev</th>
<th>Characteristic</th>
<th>NSIG No.</th>
<th>Qty</th>
<th>Dimensions</th>
<th>Weight</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-13</td>
<td></td>
<td>ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL PROCESS CONTROL (SPC))</td>
<td>52.246-4002</td>
<td></td>
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<td></td>
<td></td>
<td>OCT/2010</td>
<td></td>
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<td></td>
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</tbody>
</table>

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:

(1) Identification of the specific inspections and tests to be reduced or eliminated.

(2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.

(3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.

(4) The results of a process performance study, and if available, the results of a process capability study.

(5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:

(i) The process is in a state of statistical control using SPC control chart methods.

(ii) Variable data: for Critical characteristics a CPK >/= 2.00 (or equivalent capability) is achieved; for Major characteristics a CPK >/= 1.33 (or equivalent capability) is achieved.

(iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.

(c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to
timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.

(d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.

(e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

E-14 52.246-4003 REWORK AND REPAIR OF NONCONFORMING MATERIAL (ES7904) OCT/2010

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

E-15 52.246-4004 ACCEPTANCE INSPECTION EQUIPMENT (AIE) (ES7905) OCT/2010

a. The contractor shall use a calibration system, with traceability to a national or international standard, for the AIE used on this contract.

b. The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

c. AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

d. Contractor furnished AIE shall be made (i) to the AIE designs specified in section C, or (ii) to any other design provided the contractors proposed AIE design is approved by the Government. AIE designs for inspection of characteristics listed as Critical, Special or Major shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD FORM 1423. Government approval of AIE design documentation shall not be considered to modify the contract requirements.

e. When the contractor submits proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturers name and model number and sufficient information to show capability of the proposed AIE to perform the inspection required. When the contractor submits proposed AIE designs on commercial computer controlled test and measuring equipment, the contractor shall include information on (i) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

f. Resubmission of the contractors proposed AIE design for approval on a follow on Government contract, by the same contracting activity, is not required provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.
g. The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

h. If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

a. The Contractor shall have an independent testing laboratory conduct wipe testing and analysis on the deliverable end item as described in the Statement of Work entitled "Radioactive Wipe Test Procedure". The sample for wipe testing may be submitted to the independent testing laboratory or the Contractor may request that an independent testing laboratory representative perform wipe testing at the Contractor's facility as long as the wipe tests are analyzed at the independent testing laboratory.

b. Wipe Test sampling shall be conducted as follows:

1. A wipe test shall be performed on the entire First Article sample (if required), or on the first production lot (if First Article Test is not required) per the table below.

2. From the production lot containing the item that represents the 40 percent point of production, a random sample shall be selected for wipe testing in accordance with the table below. (For example, for a total contract quantity of 3,000 items, a randomly selected sample would be drawn per the following table from the production lot containing the 1,200th cumulative item.)

<table>
<thead>
<tr>
<th>Lot Size</th>
<th>Sample Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 30</td>
<td>All</td>
</tr>
<tr>
<td>31 to 50</td>
<td>30</td>
</tr>
<tr>
<td>51 to 100</td>
<td>37</td>
</tr>
<tr>
<td>101 to 200</td>
<td>40</td>
</tr>
<tr>
<td>201 to 300</td>
<td>43</td>
</tr>
<tr>
<td>301 to 400</td>
<td>44</td>
</tr>
<tr>
<td>401 to 2,000</td>
<td>45</td>
</tr>
<tr>
<td>2,001 to 100,000</td>
<td>75</td>
</tr>
</tbody>
</table>

c. Prior to selection of the wipe test sample, the lot shall have met all other contract requirements. A sample shall not be submitted from a rejected lot unless authorized by the Contracting Office.

d. Sample units shall be randomly selected from the entire lot by the Government Quality Assurance Representative.

e. The NRC requires radiation exposures to be as low as reasonably achievable (ALARA), see 10 CFR 20.1101. But, in any case, failure of any sample unit to meet the maximum activity level of no more than 1,000 Disintegrations Per Minute shall be cause for the Government to halt further product acceptance and for the Contractor to immediately perform a failure analysis and take corrective action. The failure analysis, in addition to isolating the root cause of the excessive activity level, shall include the Contractor's assessment with rationale as to the extent the condition is present in both in process and delivered product (i.e., identification of the suspect items). The Contractor's corrective action shall address the positive measures taken to prevent recurrence of the condition in the future as well as corrective actions to be taken on all suspect product. Both the failure analysis and corrective action shall be subject to review and approval by the Government prior to reinitiation of Government product acceptance.

f. The independent testing laboratory employed by the Contractor must be licensed by the Nuclear Regulatory Commission (NRC), or the applicable NRC Agreement State, or by the equivalent regulatory agency when the independent testing laboratory is located outside the United States. The Rock Island Arsenal (RIA) Radiation Test Lab, SMARI-ESM, Building 210, 4th Floor, Rodman Avenue, Rock Island, IL 61299–5000 is licensed by the NRC to perform leak testing services. The subcontracting under this solicitation is open to competition between Department of Defense activities and private firms. Under the authority of 10 U.S.C. 2208(j), applicable working capital funded activities are available as potential subcontractors. Working capital funded facilities with capability within the Army include RIA. The RIA Radiation Test Lab point of contact is Thomas G. Gizicki, Program Manager, DSN 793–7809, or commercial (309) 782–7889, FAX extension 5038, email: gizickit@ria.army.mil or SMARI-ES@ria.army.mil.

g. The independent testing laboratory must be able to verify the performance of the instrumentation used to analyze the wipe tests.
a. All costs of destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer’s instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(a) The contractor shall prepare Acceptance and Description Sheets in accordance with MIL-STD-1171A as reinstated by Notice 2 when mandated by the Contract Data Requirements List (CDRL). The Worldwide Ammunition-data Repository Program (WARP) shall be utilized to store the data sheets required by MIL-STD-1171A. The Army Electronic Product Support (AEPS) network located at https://mhpwarp.redstone.army.mil must be used to gain access to WARP.

(b) The requirements of MIL-STD 1171A as reinstated by Notice 2 specified in the CDRL is a flow-down requirement that applies to contractors and their suppliers, vendors or subcontractors.

(c) The contractor is responsible for on-screen entry of the data sheets into the appropriate Acceptance and Description Sheet module located in the WARP system.

(d) The presence of the contractors typed signature has the same legal effect and consequences of a handwritten signature. The signatory of the data sheets has the authority to sign for the contractor and certifies the information contained on the data sheets is truthful and accurate as evidenced by release of the typed signature.
SECTION F - DELIVERIES OR PERFORMANCE

DEMAND ORDER INFORMATION
The Contracting Officer on prescribed Government forms will issue Demand Orders consecutively numbered and will indicate:
A. Demand Order date and number
B. Contract number
C. CLIN number, description, quantity, and prices
D. Delivery schedule
E. Ship to address
F. Accounting and Appropriation data
G. Payment Office

See Section I entitled Ordering 252.216-7006, Ordering Limitations 52.216-19 and Indefinite Quantity 52.216-22 for issuances of Demand Orders.

REQUIRED DELIVERY SCHEDULE / PLACE OF DELIVERY
The delivery schedules, delivery quantities and delivery location(s) will be provided with each Delivery Order issued.

However, at this time it is expected that:

Ordering Period 1 quantities of the Handgun & Accessories will be delivered to the following address:
US Army Aberdeen Testing Center (ATC)  
Building 358  
Aberdeen Proving Ground, MD 21005-5059  
Attn: Mr. Mark McCormick  
mark.a.mccormick32.civ@mail.mil  
(410) 278-8025  
DODAAC W81C5M

Ordering Periods 2 thru 10 (if applicable) quantities of the Handgun & Accessories will be delivered to the following address:  
SR WOLX Army General Supply  
CENTRAL RECEIVING POINT  
7 Frankford Ave.  
Anniston, AL  36201-4199, USA  
DODAAC W562RP

Ordering Period 1 quantities of Ammunition will be delivered to the following address:  
Aberdeen Ammunition Management Branch  
ATTN: Henry Reik (410)278-4304  
Bldg 714 Michaelsville Road  
Aberdeen Proving Ground, MD 21005  
DODAAC: W91CRE  
Mark For: Mark McCormick

Ordering Periods 2 thru 10 (if applicable) quantities of Ammunition will be delivered to the following address:  
SU W39Z CRANE ARMY AMMO ACTIVITY  
RECEIVING  
BLDG 2074 300 HWY 361  
CRANE, IN 47522-5099, USA  
DODAAC W53XMH

Handgun
The contractor shall meet delivery capability requirements for the Full Size Modular Handgun System (MHS) of 500 per month with ramp up to 6,300 per month within one (1) year. If a one gun solution is presented, the delivery capability requirements for a one gun solution will be the same as the Full Size Modular Handgun System – 500 per month with ramp up to 6,300 per month within one (1) year. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract. The Government anticipates Full Size Modular Handgun System deliveries under the initial production delivery order to commence within 60 days after FAT approval.
The contractor shall meet delivery capability requirements for the Compact Modular Handgun System (MHS) of 500 per month with ramp up to 3,000 per month within one (1) year. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract. The Government anticipates Compact Modular Handgun System deliveries under the initial production delivery order to commence within 60 days after FAT approval.

**Ammunition**
The contractor shall meet delivery capability requirements for the Ball ammunition of 1,200,000 per month with ramp up to 1,700,000 per month within one (1) year; ramp up to 2,300,000 per month within two (2) years; and ramp up to 2,800,000 per month within three (3) years. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract. The Government anticipates Ball ammunition deliveries under the initial production delivery order to commence within 60 days after FAT approval.

The contractor shall meet delivery capability requirements for the Special Purpose (SP) ammunition of 600,000 per month with ramp up to 900,000 per month within one (1) year; ramp up to 1,250,000 per month within two (2) years; and ramp up to 1,600,000 per month within three (3) years. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract. The Government anticipates SP ammunition deliveries under the initial production delivery order to commence within 60 days after FAT approval.

The contractor shall meet delivery capability requirements for the Dummy Drilled Inert (DDI) ammunition of 3,000 per month with ramp up to 10,000 per month within one (1) year. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract. The Government anticipates DDI ammunition deliveries under the initial production delivery order to commence within 60 days after FAT approval.

The contractor shall meet delivery capability requirements for the Blank ammunition of 4,000 per month with ramp up to 10,000 per month within one (1) year. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract. The Government anticipates Blank ammunition deliveries under the initial production delivery order to commence within 60 days after FAT approval.

**Accessories and Other:**
The contractor shall deliver one (1) each Full Size MHS Weapons System Component Package with a required delivery date of 60 days after delivery order award.

EPVAT Barrels three (3) each, with required delivery 90 days after delivery order award. Additionally, the contractor shall meet delivery capability requirements for the EPVAT Barrels; a minimum of 15 per ordering period with delivery within 90 days of delivery order award. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract.

The contractor shall deliver one (1) each Compact MHS Component Package with a required delivery date of 60 days after delivery order award.

The contractor shall deliver Full Size Spare Parts in accordance with Government Spare Parts Lists. Deliveries will coincide with Full size MHS deliveries.

The contractor shall deliver Compact Spare Parts in accordance with Government Spare Parts Lists. Deliveries will coincide with Compact MHS deliveries.

The contractor shall meet delivery capability requirements for the Full Size MHS Demonstration Model; a minimum of 100 per ordering period with delivery within 120 days. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract.

The contractor shall meet delivery capability requirements for the Full Size MHS Cutaway; a minimum of 100 per ordering period with delivery within 120 days. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract.

The contractor shall meet delivery capability requirements for the Compact MHS Demonstration Model; a minimum of 100 per ordering period with delivery within 120 days. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract.

The contractor shall meet delivery capability requirements for the Compact MHS Cutaway; a minimum of 100 per ordering period with delivery within 120 days. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract.

The contractor shall meet delivery capability requirements for the Full Size MHS Blank Conversion Kit; a minimum of 50,000 per ordering period. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract. The
The contractor shall meet delivery capability requirements for the Compact MHS Blank Conversion Kit; a minimum of 25,000 per ordering period. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract. The Government anticipates the Compact MHS Blank Conversion Kit deliveries under the initial production delivery order to commence within 60 days after FAT approval.

The contractor shall meet delivery capability requirements for the Full Size MHS Conversion Kit for M1041 Cartridge; a minimum of 50,000 per ordering period. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract. The Government anticipates the Full Size MHS Conversion Kit for M1041 Cartridge deliveries under the initial production delivery order to commence within 60 days after FAT approval.

The contractor shall meet delivery capability requirements for the Compact MHS Conversion Kit for M1041 Cartridge; a minimum of 25,000 per ordering period. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract. The Government anticipates the Compact MHS Conversion Kit for M1041 Cartridge deliveries under the initial production delivery order to commence within 60 days after FAT approval.

The contractor shall meet delivery capability requirements for the Full Size MHS Suppressor Kit; a minimum of 50,000 per ordering period. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract. The Government anticipates the Full Size MHS Suppressor Kit deliveries under the initial production delivery order to commence within 60 days after FAT approval.

The contractor shall meet delivery capability requirements for the Compact MHS Suppressor Kit; a minimum of 25,000 per ordering period. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract. The Government anticipates the Compact MHS Suppressor Kit deliveries under the initial production delivery order to commence within 60 days after FAT approval.

The contractor shall meet delivery capability requirements for the Full Size MHS General Officer Pistol; a minimum of 500 per ordering period. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract.

The contractor shall meet delivery capability requirements for the Compact MHS General Officer Pistol; a minimum of 500 per ordering period. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract.

The contractor shall meet delivery capability requirements for the XM1152 Ball Cartridge, Demonstration Model; a minimum of 20 per ordering period with delivery within 120 days. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract.

The contractor shall meet delivery capability requirements for XM1152 Ball Cartridge, Cutaway; a minimum of 20 per ordering period with delivery within 120 days. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract.

The contractor shall meet delivery capability requirements for XM1153 Special Purpose Cartridge, Demonstration Modela minimum of 20 per ordering period with delivery within 120 days. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract.

The contractor shall meet delivery capability requirements for XM1153 Special Purpose Cartridge, Cutaway; a minimum of 20 per ordering period with delivery within 120 days. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract.

The contractor shall meet delivery capability requirements for the Accuracy Barrel for XM1152 Ball Cartridge of; a minimum of 15 per ordering period with delivery within 90 days of delivery order award. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract.

The contractor shall meet delivery capability requirements for the Accuracy Barrel for XM1153 Special Purpose Cartridge; a minimum of 15 per ordering period with delivery within 90 days of delivery order award. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract.

The contractor shall meet delivery capability requirements for the Profile and Alignment Gage for XM1152 Ball Cartridge; a minimum of 50 per ordering period with delivery within 90 days of delivery order award. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract.

The contractor shall meet delivery capability requirements for the Profile and Alignment Gage for XM1153 Special Purpose Cartridge; a minimum of 50 per ordering period with delivery within 90 days of delivery order award. Items ordered against the base contract will be delivered in sequence to existing orders already placed on this contract.
The contractor shall deliver License Rights for the Modular Handgun, Ammunition and Accessories per the terms of the agreement negotiated between the contractor and the Government (time, minimum purchase quantity or other triggers).

NOTE: Upon obtaining prior Government approval, the Government will accept accelerated deliveries at no additional cost to the Government.

AUTHORIZATION TO ISSUE DELIVERY ORDERS
The Contracting Officer is the only one under this contract with authorization to issue delivery orders and obligate the Government.

PERIOD OF PERFORMANCE INFORMATION
The period of performance of the base contract is one (1) year from the date of award. Thereafter for all items other than ammunition, there will be nine (9) consecutive ordering periods, each twelve (12) months in duration. Thereafter for ammunition, there will be four (4) consecutive ordering periods, each twelve (12) months in duration.

This document 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 these addresses:


If the clause requires additional or unique information, then that information is provided immediately after the clause title.

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>F-1</td>
<td>52.211-17 DELIVERY OF EXCESS QUANTITIES</td>
<td>SEP/1989</td>
</tr>
<tr>
<td>F-2</td>
<td>52.242-15 STOP-WORK ORDER</td>
<td>AUG/1989</td>
</tr>
<tr>
<td>F-3</td>
<td>52.242-17 GOVERNMENT DELAY OF WORK</td>
<td>APR/1984</td>
</tr>
<tr>
<td>F-4</td>
<td>52.247-29 F.O.B. ORIGIN</td>
<td>FEB/2006</td>
</tr>
<tr>
<td>F-5</td>
<td>52.247-30 F.O.B. ORIGIN, CONTRACTOR'S FACILITY</td>
<td>FEB/2006</td>
</tr>
<tr>
<td>F-6</td>
<td>52.247-34 F.O.B. DESTINATION</td>
<td>NOV/1991</td>
</tr>
<tr>
<td>F-7</td>
<td>52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS</td>
<td>APR/1984</td>
</tr>
<tr>
<td>F-8</td>
<td>52.211-8 TIME OF DELIVERY</td>
<td>JUN/1997</td>
</tr>
</tbody>
</table>

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>WITHIN DAYS AFTER DATE OF CONTRACT</th>
</tr>
</thead>
</table>

The delivery schedules, delivery quantities and delivery location(s) will be provided with each Delivery Order issued.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFERORS PROPOSED DELIVERY SCHEDULE
(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractors date of receipt of the contract or notice of award by adding

(1) five calendar days for delivery of the award through the ordinary mails, or

(2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term working day excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

F-9 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION DEC/2013

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

*Automatic identification device* means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

*Concatenated unique item identifier* means

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

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

*Data matrix* means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

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

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

*DoD item unique identification* means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

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

*Enterprise identifier* means a code that is uniquely assigned to an enterprise by an issuing agency.

*Governments unit acquisition cost* means
(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.


*Issuing agency code* means a code that designates the registration (or controlling) authority for the enterprise identifier.

*Item* means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

*Lot or batch number* means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

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

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

*Parent item* means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

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

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

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

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

*Type designation* means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

*Unique item identifier* means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

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

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

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(1) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:
Clauses pertaining to Handgun
Handgun (See Clause Schedule)

Clauses pertaining to Receiver
Receiver bought as a spare part (See Clause Schedule)

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.
(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

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

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

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Governments unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

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

(3) Unique item identifier type.**

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

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

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

2) Embedded items shall be reported by one of the following methods--

   (i) Use of the embedded items capability in WAWF;

   (ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

   (iii) Via WAWF as a deliverable attachment for exhibit line item number -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

In accordance with FAR 52.209-3 and 52.209-4, the following alternate delivery schedule is provided in the event that the Government waives the requirement for First Article approval tests.

Alternate Delivery Schedule:

105 days earlier than required delivery schedule
This document 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 these addresses:


If the clause requires additional or unique information, then that information is provided immediately after the clause title.

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>G-1</td>
<td>WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS</td>
<td>MAY/2013</td>
</tr>
</tbody>
</table>

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

*Department of Defense Activity Address Code (DoDAAC)* is a six position code that uniquely identifies a unit, activity, or organization.

*Document type* means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

*Local processing office (LPO)* is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

1. Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

1. Document type. The Contractor shall use the following document type(s).
   1. Invoice and receiving Report (COMBO) and
   2. Receiving Report with Unique Identification (UID) Data (Government Only) UID is a new globally unique part identifier containing data elements used to track DOD parts through their life cycle.

2. Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

| PART A CLINS-FOB Destination - Inspection/Acceptance at Destination |
| PART B CLINS-FOB Origin - Inspection/Acceptance at Origin          |

3. Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

<table>
<thead>
<tr>
<th>Routing Data Table*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Name in WAWF</td>
</tr>
<tr>
<td>---------------------</td>
</tr>
<tr>
<td>Pay Official DoDAAC</td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
</tr>
</tbody>
</table>
(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

-16-

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

-17-

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

G-2 252.204-0004 LINE ITEM SPECIFIC: BY FISCAL YEAR SEP/2009

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursement from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(End)

G-3 52.216-4002 TASK AND DELIVERY ORDER OMBUDSMAN (GS7044) OCT/2011

The ACC-New Jersey Task and Delivery Order Ombudsman shall review contractor complaints under either a multiple award task order or multiple award delivery order contract to ensure that all contractors awarded such contracts are provided a fair opportunity to be considered for each order, consistent with the procedures in the contract. Complaints to the ACC-New Jersey Task and Delivery Order Ombudsman must be forwarded to:

Ms. Rebecca Wisser
ACC-New Jersey Task and Delivery Order Ombudsman
Phipps Road, Bldg. 1610
Picatinny Arsenal, NJ 07806-5000
Telephone: 973-724-3442
Facsimile: 973-724-2914
Email: usarmy.picatinny.acmbx.accnjomбудsman@mail.mil

Submissions to the ACC-New Jersey Task and Delivery Order Ombudsman must be in writing and should include the relevant solicitation, contract, task order, or delivery order number(s), relevant information supporting the complaint and the name of the cognizant Contracting Officer, if known.
All information submitted to the Government under this clause must identify any restrictions on use, release, or disclosure.

Only unclassified information should be submitted in accordance with the above procedures. Submittals under this clause do not constitute submittals under the requirements of FAR 52.233-1, Disputes and Alternates, 52.233-2, Service of Protest and Alternates, and 52.233-4000, HQ AMC-Level Protest Program.

Payment shall be made to the remit-to address shown on the invoice as authorized by the contractor.

Additional Information

Contract Specialist:
Mr. Vincent Turco
Army Contracting Command - New Jersey
ACC-NJ-SW
Bldg. 9 Phipps Rd.
Mail Stop: Bldg. 10
Picatinny, NJ 07806-5000
Phone: (973)724-2016
E-mail: vincent.f.turco.civ@mail.mil

Contracting Officer:
Mr. Kevin Puma
Army Contracting Command - New Jersey
ACC-NJ-SW
Bldg. 9 Phipps Rd.
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Phone: (973)724-6612
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Contracting Officer:
Mr. Daniel L. Potempa
Army Contracting Command - New Jersey
ACC-NJ-SW
Bldg. 9 Phipps Rd.
Mail Stop: Bldg. 10
Picatinny, NJ 07806-5000
Phone: (973)724-4870
E-mail: daniel.l.potempa2.civ@mail.mil

Contract Officer Representative:
TBD

*** END OF NARRATIVE G0001 ***
SECTION H - SPECIAL CONTRACT REQUIREMENTS

Procedure for Down-Selection of the Modular Handgun System (MHS) Candidates After Awards

H.1.1 Down Select Proposal Submittal Instructions

H.1.1.1 Within 30 days after issuance of the delivery order for CLIN 0001 the contractor shall deliver 2 HARD COPIES and 2 COMPACT DISCS of the following written proposal volumes:

Volume I - Price Proposal
Volume II - License Rights - Ammunition
Volume III - License Rights - Weapon and Accessories

H.1.1.2 Proposal Submission Format - The Offeror's proposal shall consist of the volume as indicated above. Files shall not contain classified data. The submission shall be clearly indexed and logically assembled in the English language, and all prices/cost denoted in American currency (U.S. Dollars). Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. A Table of Contents should be created using the Table of Contents feature in Microsoft Word. All proposals shall be submitted in Microsoft Office format. An Adobe Acrobat PDF file shall be created to capture the signatures for submission. The Offeror shall not use the security options within the files. Microsoft Word files shall use the following page set-up parameters:

Margins Top, Bottom, Left, Right 1
Gutter 0
From Edge Header, Footer 0.5
Page Size, Width 8.5
Page Size, Height 11

H.1.1.2.1 The following additional restrictions apply:
Each paragraph shall be separated by at least one (1) blank line. A standard, 12-point minimum font size applies. Arial or Times New Roman fonts are required. Tables and illustrations may use a reduced font size not less than eight (8) point and may be landscape. NOTE: Electronic submissions shall consist of a separate CD for the price volume II all other volumes shall be contained on another separate CD.

H.1.1.3 Content Requirements: All information shall be confined to the appropriate volume. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Each file of the proposal shall consist of a Table of Contents, Summary Section, and the Narrative discussion. The Summary Section shall contain a brief abstract of the file. Proprietary information shall be clearly marked.

H.1.1.4 Separate Instruction by Volume:

Volume I Price Proposal
Contractors may provide an update to the current contract line item prices to reflect any adjustments in price to be considered in this Down Select evaluation. (Note: Only downward adjustments in price are allowed). If an updated price proposal is submitted, it shall consist of an entire revised Section B with all contract line items filled in with the updated prices except for CLIN 0001 and CLIN 0002 which were awarded under Delivery Order 0001. CLIN 0001 and CLIN 0002 will not be part of the price evaluation for the Down Select. Offerors shall use either attachment MHS_Downselect_Section_B_Full_&_Compact.xlsx OR MHS_Downselect_Section_B_One_Gun.xlsx, depending on whether the basic contract was awarded for the full and compact MHS or just a one MHS solution.

Procedures for Use and Rental of Government Property. In accordance with FAR 45.202(a), the Government shall consider any potentially unfair competitive advantage that may result from an Offeror using Government property. To eliminate the competitive advantage, a rental equivalent evaluation factor shall be added to each offer which is predicated on the use of Government property. Offerors shall refer to Local Clause 52.245-4003 Evaluation Procedures for Use and Rental of Government Property.

Volume II License Rights Proposal Ammunition: The Government will engage in negotiations for License Rights (LR) with the successful Contractors in order to finalize the Contractors' proposed LR terms and conditions.

Volume III License Rights Proposal Handgun and Accessories: The Government will engage in negotiations for License Rights (LR) with the successful Contractors in order to finalize the Contractors' proposed LR terms and conditions.

H.2.1 Rating and Definitions Procedure for Down-Select

H.2.1.1 The Evaluation team will conduct an in-depth review and evaluation of each Contractor's proposal against the Down Select requirements. Application of color/adjetival ratings will identify significant strengths, strengths, significant weaknesses, weaknesses and/or deficiencies associated with each evaluation factor. Color/Adjetival ratings will be used for all factors with the exception of
Proposals will be evaluated for adequacy of response and feasibility of approach.

H.3.1 Down Select Evaluation
Subsequent to award of the base contract(s), the first delivery order will be issued for the Weapon System Component Package requirements in accordance with CLIN 1001 of the base contract and Statement of Work C.3.1 which will satisfy the minimum guarantee of each of the contracts. The deliverables from this first order will be the used for the evaluation and down-selection to a single Modular Handgun System (MHS) contractor to continue into production.

H.4.1 Basis for Down-Selection Decision
The Government will down-select to the Contractor whose proposals represent the best value to the Government using the trade-off method, with the Source Selection Authority (SSA) giving the appropriate consideration to the six (6) evaluation factors: System Accuracy Shooter In The Loop, Reliability and Service Life, License Rights (LR) Ammunition, License Rights (LR) Handgun and Accessories, Other Characteristics, and Price. The Government will weigh the relative benefits of each proposal and award will be made based on an integrated assessment of the results of the evaluation. In making the integrated assessment of the evaluation results, the SSA will give due consideration to all of the Factors and Sub-Factors and their relative order of importance.

H.5.1 Factors and Sub-Factors to be Evaluated for Down-Select
The criteria for down-select evaluation (DSE) consists of both technical and non-technical factors. These factors are as follows:

Factor 1: System Accuracy Shooter In The Loop
Factor 2: Reliability and Service Life
Factor 3: License Rights Ammunition
Factor 4: License Rights Handgun and Accessories
Factor 5: Other Characteristics
Factor 6: Price

The System Accuracy Shooter in the Loop factor and the Reliability and Service Life Factor are equally important, and are more important than the License Rights Ammunition, which is significantly more important than the License Rights Handgun and Accessories, which is significantly more important than the Other Characteristics Factor, which is significantly more important that the Price factor. The combination of all factors other than Price are significantly more important than the Price factor. The Government will weigh any increase in merit rating against any additional price to determine if the parity of the relationship warrants the paying of a higher price for additional merit. However, affordability may become more determinative in the event competing technical ratings are closely grouped and offer comparable value to the Government. The Government reserves the right to down-select to other than the lowest priced Contractor, or to other than the Contractor with the highest technical rating if the Government determines that to do so would result in the best value to the Government. The Government will weigh the relative benefits of each proposal and the SSA will assess the results of the evaluations of each of the factors.

H.5.1.1 Factor 1, System Accuracy Shooter- In-The-Loop has no sub-factors

H.5.1.2 Factor 2, Reliability and Service Life has two (2) sub-factors which are listed below:
Sub-Factor 1 Reliability
Sub-Factor 2 Service Life

H.5.1.2.1 The relative order of importance for these factor are as follows: the Reliability sub-factor is more important than the Service Life sub-factor.

H.5.1.3 Factor 3, License Rights Ammunition has no sub-factors:

H.5.1.4 Factor 4, License Rights Handgun and Accessories:
Sub-Factor 1 Handgun
Sub-Factor 2 Accessories

H.5.1.4.1 The relative order of importance for these two sub-factors are as follows: the Handgun LR is significantly more important than the Accessories LR.

H.5.1.5 Factor 5, Other Characteristics, has six (6) sub-factors which are listed below:
Sub-Factor 1 Physical Dimensions (Full Size and Compact)
Sub-Factor 2 Material Reliability in Extreme Conditions
Sub-Factor 3 Magazine Characteristics
Sub-Factor 4 Maintainability - Field Level Maintenance
Sub-Factor 5 Ammunition Characteristics
Sub-Factor 6 Joint Concept of Operations (CONOPS)
The relative order of importance for these factors are as follows: the Physical Dimensions sub-factor is more important than the Material Reliability in Extreme Conditions sub-factor, which is more important than the Magazine Characteristics and Maintainability Field Level Maintenance sub-factors, which are of equal importance, and which are more important than the Ammunition Characteristics sub-factor, and which is more important than the Joint Concept of Operations sub-factor.

H.5.1.6 Factor 6, Price has no sub-factors

Note: If at any point during the DSE the Government identifies a safety issue with a Modular Handgun System Candidate, the Government reserves the right to discontinue testing and eliminate the candidate from further consideration.

H.5.2 DOWN-SELECT EVALUATION (DSE) APPROACH

The System Accuracy Shooter-In-The-Loop, Reliability and Service Life, and the Other Characteristics Factor and Sub-Factors will receive a color/adjectival rating in accordance with the table below.

Note: The term proposal used in the following rating definition schemes can refer to any of the items submitted in response to the RFP, which is inclusive of the bid sample and all written volumes.

Note: The terms strengths and weaknesses used in the following rating descriptions are inclusive of significant strengths and significant weaknesses as described within the definitions. Evaluation of the Sub-Factors will consider the following:

<table>
<thead>
<tr>
<th>Color</th>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue</td>
<td>Outstanding</td>
<td>Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.</td>
</tr>
<tr>
<td>Purple</td>
<td>Good</td>
<td>Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.</td>
</tr>
<tr>
<td>Green</td>
<td>Acceptable</td>
<td>Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.</td>
</tr>
<tr>
<td>Yellow</td>
<td>Marginal</td>
<td>Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.</td>
</tr>
<tr>
<td>Red</td>
<td>Unacceptable</td>
<td>Proposal does not meet requirements and contains one or more deficiencies. Proposal is un-awardable.</td>
</tr>
</tbody>
</table>

Within these factors, each sub-factor will be rated separately using the color/adjectival ratings. The components of each sub-factor will be assessed for significant strengths, strengths, weaknesses, significant weaknesses, deficiencies, risks, and uncertainties. Each sub-factor will be assigned an adjectival rating based upon these collective findings. The compilation of these sub-factor adjectival ratings will form the basis of the factor rating.

a. Significant Strength - Is an aspect of an Offerer’s proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance.
b. Strength - Is an aspect of an Offerer’s proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
c. Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.
d. Significant Weakness - A flaw that appreciably increases the risk of unsuccessful contract performance.
e. Deficiency - A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a
f. Uncertainty - Any aspect of a non-price Factor proposal for which the intent of the Offeror is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission or mistake).

H.5.2.1 Factor 1: System Accuracy Shooter In The Loop
The Government shall conduct a User test with each Modular Handgun System candidate that has successfully been granted a Safety Release.

The Government shall evaluate this factor in accordance with the Modular Handgun Joint Pistol Qualification Course (JPQC). Each Warfighter in this test will fire each candidate weapon system. The JPQC includes target engagements spanning 1m to 35m, from various firing positions, with target exposure times of 3 to 8 seconds. See Appendix K for the Modular Handgun System Joint Qualification Pistol Course document for list of engagements and round counts per engagement. Data collected for each engagement will include hit/miss, and location of hit when applicable (some engagements instruct shooters to aim for designated zones identified on the target).

The results from each warfighter test will be assessed against their respective services qualification standards (ratings as a percentage of score). The rating will be based on overall test results and the risk of unsuccessful performance of this factor.

H.5.2.2 Factor 2: Reliability and Service Life

H.5.2.2.1 Sub-Factor 1: Reliability
The Government will evaluate the capability of the Offerors Modular Handgun System candidate design to meet the Reliability requirement for Mean Rounds Between Stoppages (MRBS) and Mean Rounds Between Failures (MRBF) using up to 35,000 rounds of Ball ammunition.

Evaluation will consider how closely the candidate Modular Handgun System comes to meeting the threshold requirements as found in the Performance Purchase Description Modular Handgun System (AR-PD-177) paragraph 3.7.1.a and paragraph 3.7.1.b and verified according to paragraph 4.8.1. For candidate systems that fail to meet the threshold requirement, the assigned rating will be based on the overall risk of unsuccessful performance. The closer a candidate system comes to meeting the objective requirement of 2,500 MRBS and 10,000 MRBF, the more favorably the candidate Modular Handgun will be rated. The rating will be based on overall test results and the risk of unsuccessful performance of this factor.

H.5.2.2.2 Sub-Factor 2: Service Life
The Government will evaluate the capability of the Offerors Modular Handgun System candidate design to meet the Service Life requirement using up to 35,000 rounds of Ball ammunition. Evaluation will consider how closely the candidate Modular Handgun System comes to meeting the threshold requirement of 25,000 rounds as found in the Performance Purchase Description Modular Handgun System (AR-PD-177) paragraph 3.7.1.c and tested concurrently with Reliability in accordance with paragraph 4.8.1. Paragraph 6.7.q of the AR-PD-177 defines criteria which constitutes an unserviceable weapon. The closer a candidate system comes to meeting the objective requirement of 35,000, the more favorable the rating will be received. The rating will be based on overall test results and the risk of unsuccessful performance of this factor.

H.5.2.3 Factor 3: License Rights - Ammunition

H.5.2.3.1 MHS Purpose Rights License

This text defines MHS Purpose Rights License. Should an offeror offer to grant the MHS Purpose Rights License and the Government accept, this text shall be modified to reflect the actual grant of data and patent rights and patents and patent applications covered by the license.

MHS purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. MHS purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

MHS purpose rights means the rights to any technical data or patents to

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction;

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for any MHS purpose.

(iii) Practice, or have practiced for or on its behalf, the below identified patents, patent applications and any patents issuing from such applications throughout the world.

[List to be determined based on the Offerors disclosure of background patents and patent applications]

H.5.2.3.2 Definition of Background Patent

Background Patent means any U.S. or foreign patent or U.S. or foreign patent application covering an invention or discovery which is not a subject invention (as defined in FAR 52.227-11) and which is owned or controlled by the Offeror at any time through the completion of this contract.
H.5.2.3.3 The Government will engage in negotiations for license rights with the successful Offeror receiving the awards in order to finalize the Offeror's proposed license terms and conditions. The license terms and conditions (as of the date of the down-select) will receive a color/adjectival rating in accordance with the Rating definitions for down-select, in the table below. The price and/or terms proposed by an Offeror for Government acquisition of license rights in technical data and the Offeror's background patents will not be evaluated as part of the Price Factor. Any proposal from an Offeror with background intellectual property who chooses not to negotiate license rights will be so evaluated in accordance with the color/adjectival ratings included in this clause. However, to the extent known at the time an offer is submitted to the Government, the Offeror is still required to identify the technical data, algorithms, or computer software that the Offeror (including its potential subcontractors or suppliers) asserts should be furnished to the Government with restricted use, release or disclosure in accordance with Section I of the RFP. The identification shall include, but not be limited to, the Offeror's background U.S. or foreign patents, or the Offeror's background pending patent applications covering any ammunition type such as ball ammunition, special purpose ammunition, blank firing cartridges or dummy rounds, or portions thereof, that have been proposed for this contract. The Offeror shall submit an updated identification with the weapons systems component package (CLIN 0001).

H.5.2.3.4 The license proposal will be evaluated based on the reasonableness of the cost, quantity of ammunition required to be procured and/or royalty conditions required to procure sufficient technical data rights and rights to Offeror's background patent rights to compete the TDP, the timeframe to acquire technical data rights and background patent rights and any limitations imposed.

<table>
<thead>
<tr>
<th>Color</th>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue</td>
<td>Outstanding</td>
<td>Offeror's proposed terms and conditions for granting rights to the Technical Data Package for ammunition are highly favorable to the Government. The proposal clearly outlines the terms and conditions, all associated costs, and any minimum quantity (if applicable), in addition to providing the Government with the capability to obtain a MHS Purpose Rights License from the date of notification of award to a single vendor. The proposal grants sufficient technical data rights and background patent rights necessary to allow the Government to compete the design, potentially secure additional sources for the ball, SP, blank Dummy ammunition, and/or use submitted technical data on any other Government programs.</td>
</tr>
<tr>
<td>Purple</td>
<td>Good</td>
<td>Offeror's proposed terms and conditions for granting rights to the Technical Data Package for ammunition are favorable to the Government. The proposal clearly outlines the terms and conditions, all associated costs, and any minimum quantity (if applicable), in addition to providing the Government with the capability to obtain a MHS Purpose Rights License within one (1) year from the date of notification of award to a single vendor. The proposal grants sufficient technical data rights and background patent rights necessary to allow the Government to compete the design, potentially secure additional sources for the ball, SP, blank Dummy ammunition, and/or use submitted technical data on any other Government programs.</td>
</tr>
<tr>
<td>Green</td>
<td>Acceptable</td>
<td>Offeror's proposed terms and conditions for granting rights to the Technical Data Package for ammunition is acceptable to the Government. The proposal clearly outlines the terms and conditions, all associated costs, and any minimum quantity (if applicable), in addition to providing the Government with the capability to obtain a MHS Purpose Rights License within two (2) years from the date of notification of award to a single vendor. The proposal grants sufficient technical data rights and background patent rights necessary to allow the Government to compete the design, potentially secure additional sources for the ball, SP, blank Dummy ammunition, and/or use submitted technical data on any other Government programs.</td>
</tr>
<tr>
<td>Yellow</td>
<td>Marginal</td>
<td>Offeror's proposed terms and conditions for granting rights to the Technical Data Package for ammunition is unfavorable to the Government. In one or more areas delineated below, the proposal does not adequately outline the terms and conditions, associated costs, any minimum quantity (if applicable), and/or does not allow for obtaining a MHS Purpose Rights License.</td>
</tr>
</tbody>
</table>

---
Purpose Rights License within three (3) years from the date of
notification of award to a single vendor. Proposal does not grant
sufficient technical data rights and background patent rights necessary
to allow the Government to compete the design, potentially secure
additional sources for the ball, SP, blank and Dummy ammunition,
and/or use submitted technical data on any other Government programs.

H.5.2.4 Factor 4: License Rights Handgun and Accessories

H.5.2.4.1 License Rights Handgun and Accessories Definitions

H.5.2.4.1.1 MHS Purpose Rights License

This text defines MHS Purpose Rights License. Should an offeror offer to grant the MHS Purpose Rights License and the Government accept,
this text shall be modified to reflect the actual grant of data and patent rights and patents and patent applications covered by the
license. MHS purpose means any activity in which the United States Government is a party, including cooperative agreements with international or
multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international
organizations. MHS purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform,
display, or disclose technical data for commercial purposes or authorize others to do so.

MHS purpose rights means the rights to any technical data or patents to

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction;

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to
use, modify, reproduce, release, perform, display, or disclose that data for any MHS purpose.

(iii) Practice, or have practiced for or on its behalf, the below identified patents, patent applications and any patents issuing from
such applications throughout the world.

[List to be determined based on the Offerors disclosure of background patents and patent applications]

H.5.2.4.1.2 Definition of Background Patent

Background Patent means any U.S. or foreign patent or U.S. or foreign patent application covering an invention or discovery which is not
a subject invention (as defined in FAR 52.227-11) and which is owned or controlled by the Offeror at any time through the completion of
this contract.

H.5.2.4.2 Sub-Factor 1 License Rights Handgun

H.5.2.4.2.1 The Government will engage in negotiations for license rights with the successful Offerors receiving the awards in order to
finalize the Offerors proposed license terms and conditions. The license terms and conditions (as of the date of the down-select) will
receive a color/adjectival rating in accordance with the Rating definitions for down-select, in the table below. The price and/or terms
proposed by an Offeror for Government acquisition of license rights in technical data and the Offerors background patents will not be
evaluated as part of the Price Factor. Any proposal from an Offeror with background intellectual property who chooses not to negotiate
license rights will be so evaluated in accordance with the color/adjectival ratings included in this clause. However, to the extent
known at the time an offer is submitted to the Government, the Offeror is still required to identify the technical data, algorithms, or
computer software that the Offeror (including its potential subcontractors or suppliers) asserts should be furnished to the Government
with restricted use, release or disclosure in accordance with Section I of the RFP. The identification shall include, but not be
limited to, the Offerors background U.S. or foreign patents, or the Offerors background pending patent applications covering any full
size and/or compact handgun, or portions thereof, that have been proposed for this contract. The Offeror shall submit an updated
identification with the weapons systems component package (CLIN 0001).

H.5.2.4.2.2 The license proposals will be evaluated based on the reasonableness of the cost, quantity of handguns required to be
procured or royalty conditions required to procure sufficient technical data rights and rights to Offerors background patents to compete
the TDP, the timeframe to acquire technical data rights and background patent rights and any limitations imposed.

H.5.2.4.3 Sub-Factor 2 License Rights Accessories

H.5.2.4.3.1 The Government will engage in negotiations for license rights for accessories with the successful Offerors receiving the
awards in order to finalize the Offerors proposed license terms and conditions. Accessories, include the following which will be
evaluated together and are required for both the full size and compact handguns: Close Combat Mission Kit(s) to fire the M1041
cartridge, the Blank Ammunition Conversion Kit(s), and the Suppressor Kit(s). The license terms and conditions (as of the date of the
down-select) will receive a color/adjetival rating in accordance with the Rating definitions for down-select, in the table below. The
price and/or terms proposed by the Offeror for Government acquisition of license rights in technical data and the Offerors background
patent rights will not be evaluated as part of the Price Factor. Any proposal from an Offeror with background intellectual property who
chooses not to negotiate license rights will be so evaluated in accordance with the color/adjetival ratings included in this clause.

H.5.2.4.3.2. The license proposals will be evaluated based on the reasonableness of the cost, quantity of accessories required to be
procured or royalty conditions required to procure sufficient technical data rights and rights to Offerors background patents to compete
the TDP, the timeframe to acquire technical data rights and background patent rights and any limitations imposed.

Note: The license proposals for the handgun will be evaluated independently of the license proposals for the accessory items.

<table>
<thead>
<tr>
<th>Color</th>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue</td>
<td>Outstanding</td>
<td>Offeror's proposed terms and conditions for granting rights to the Technical Data Packages (Handgun and Accessory Kits) are highly favorable to the Government.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Proposal clearly outlines the terms and conditions, all associated costs, and any minimum quantity (if applicable), in addition to providing the Government with the capability to obtain a MHS Purpose Rights License within three (3) years from the date of notification of award to a single vendor.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The proposal grants sufficient technical data rights and background patent rights necessary to allow the Government to compete the design, potentially secure additional sources for the handgun, accessories or parts, and/or use submitted technical data on any other Government programs.</td>
</tr>
<tr>
<td>Purple</td>
<td>Good</td>
<td>Offeror's proposed terms and conditions for granting rights to the Technical Data Packages (Handgun and Accessory Kits) are favorable to the Government.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The proposal clearly outlines terms and conditions, all associated costs, and any minimum quantity (if applicable), in addition to providing the Government with the capability to obtain a MHS Purpose Rights License within four (4) years from the date of notification of award to a single vendor.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The proposal grants sufficient technical data rights and background patent rights necessary to allow the Government to compete the design, potentially secure additional sources for the handgun, accessories or parts, and/or use submitted technical data on any other Government programs.</td>
</tr>
<tr>
<td>Green</td>
<td>Acceptable</td>
<td>Offeror’s proposed terms and conditions for granting rights to the Technical Data Packages (Handgun and Accessory Kits) are acceptable to the Government.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The proposal adequately outlines the terms and conditions, all associated costs, and any minimum quantity (if applicable), in addition to providing the Government with the capability to obtain a MHS Purpose Rights License within five (5) years from the date of notification of award to a single vendor.</td>
</tr>
</tbody>
</table>
The candidate Modular Handgun will be evaluated on its ability to meet each and all characteristics. Each characteristic that the Modular Handgun magazine and magazine interface is able to meet or exceed will be considered a strength or significant strength. Each characteristic that is not fully met will be considered a weakness. The greater the number of characteristics that are met or exceeded the greater the favorability of the rating. Between Stoppages (MRBS) reliability requirements of 1,600 MRBS. These requirements are outlined in the purchase description AR PD 177 paragraph 3.6.10.2. The closer a candidate system comes to meeting the objective requirement of 2,000 MRBS, the more favorable the rating will be received. The rating will be based on overall test results and the risk of unsuccessful performance of this factor.

### H.5.2.5.2: Sub-Factor 2: Materiel Reliability in Extreme Conditions

The Government shall evaluate the reliability of the Modular Handgun System in both extreme high temperature and extreme low temperature environments. The candidate Modular Handgun System will be evaluated as to its ability to meet the threshold Mean Rounds Between Stoppages (MRBS) reliability requirements of 1,600 MRBS. These requirements are outlined in the purchase description AR PD 177 paragraph 3.6.10.2 and 40°F (AR PD 177 paragraph 3.6.10.1). The closer a candidate system comes to meeting the objective requirement of 2,000 MRBS, the more favorable the rating will be received. The rating will be based on overall test results and the risk of unsuccessful performance of this factor.

### H.5.2.5.3: Sub-Factor 3: Magazine Characteristics

The Government will evaluate the Magazine Capacities of each Modular Handgun System candidate. Multiple magazine capacities are required to meet mission needs. The Government will evaluate the following in accordance with AR-PD-177, paragraph 3.4.7 and verified using the procedures in paragraph 4.5.8.

- Capacities of the full size, extended and compact/sub-compact magazines (if applicable) in accordance with AR-PD-177, paragraph 3.4.7 and verified using the procedures in paragraph 4.5.7a and 4.5.7b.
- Ability of full and extended magazines to fit into lower capacity systems (if applicable) in accordance with AR-PD-177, paragraph 3.4.7d and verified using the procedures in paragraph 4.5.7c.
- Ability of the magazine to drop free with any number of rounds at angles up to 45 degrees from vertical (normal firing attitude) in accordance with AR-PD-177, paragraph 3.4.8b and verified using the procedures in paragraph 4.5.8b and 4.5.8c.
- Ability to operate the magazine release with the firing hand without shifting the firing grip in accordance with AR-PD-177, paragraph 3.4.8c and verified using the procedures in paragraph 4.5.8d.
- The design of the magazine well to permit rapid magazine insertion and extraction in accordance with AR-PD-177 paragraph 3.4.10 and verified using the procedures in paragraph 4.5.10.
- The capability to load a round in the chamber and fire the pistol without a magazine in the magazine well in accordance with AR-PD-177 paragraph 3.4.11 and verified using the procedures in paragraph 4.5.11.

The candidate Modular Handgun will be evaluated on its ability to meet each and all characteristics. Each characteristic that the Modular Handgun magazine and magazine interface is able to meet or exceed will be considered a strength or significant strength. Each characteristic that is not fully met will be considered a weakness. The greater the number of characteristics that are met or exceeded will be more favorably rated.
It is desired that the Modular Handgun System will not require field level maintenance manpower support from dedicated TO&E maintainers (e.g., the Small Arms/Artillery Repairer, MOS 91P) in excess of the maintenance ratio defined as 0.00026 maintenance man-hours (MMHs) expended per Modular Handgun System round fired as detailed in AR-PD-177, paragraph 3.7.6 and verified using the procedures in paragraph 4.8.6.

The Government will evaluate the overall maintainability of the Modular Handgun System candidates on:

- The maximum time for the operator to inspect/correct/final inspect Class II malfunctions of the Modular Handgun System will not exceed 10 minutes for 95% of all Class II malfunctions that occur in accordance with AR-PD-177, paragraph 3.7.4 and verified using the procedures in paragraph 4.8.4. The less time that is required for maintenance, the more favorably the candidate Modular Handgun will be rated.

- The maximum time for dedicated field level maintenance personnel to clear/correct Class III malfunctions of the Modular Handgun System will not exceed 9 minutes for 95% of all Class III malfunctions that occur in accordance with AR-PD-177, paragraph 3.7.5 and verified using the procedures in paragraph 4.8.5. The less time that is required for maintenance, the more favorably the candidate Modular Handgun will be rated.

The Government will evaluate how closely the handgun comes to meeting the stated goal of:

- 100% of all repairs being at field maintenance level or below.
- It is desired that no special tools will be required for operator maintenance and operating control changes.
- Field level maintenance tools shall be common with the Multi-tool (NSN 5110-01-394-6252) and/or Small Arms Repairer Toolkit (NSN 5180-01-559-5981) for operator and unit level tasks.
- Field level direct support tasks include the use of the above mentioned toolkits and the Small Arms Shop Set (NSN 4933-00-754-0664), paragraph 3.7.2 and verified using the procedures in paragraph 4.8.2.

The Modular Handgun System shall be capable of field stripping, without the use of tools other than the multi-tool (NSN 5110-01-394-6252) contained in the cleaning kit, for normal care and cleaning in the field. Any tools integral to the handgun is not considered an outside tool. The handgun shall be incapable of improper assembly at the fieldstrip level to the detriment of safety. All takedown pins should be captive in accordance with AR-PD-177, paragraph 3.7.7 and verified using the procedures in paragraph 4.8.7. The closer the candidate Modular Handgun comes to meeting all the requirements of this paragraph, the more favorable rating will be awarded.

The candidate Modular Handgun will be evaluated on its ability to meet each and all areas of maintainability. Each area of maintenance that the Modular Handgun is able to meet or exceed will be considered a strength or significant strength. Each area that is not fully met will be considered a weakness. The greater the number of areas that are met or exceeded will be more favorably rated.

The ball cartridges will be tested for Waterproofness and performance after Salt fog conditioning. The Government shall evaluate the performance of the ammunition for Waterproofness and performance after Salt fog conditioning. The requirements are outlined in the purchase description AR-PD-180 (paragraph 3.6.4 and paragraph 3.6.5). The longer that the cartridges can safely function after being subjected to salt fog, the more favorable the rating the Modular Handgun candidate will receive for this subfactor.

A group of Warfighters, which will include service members who span the range of military occupational specialties that are expected to be fielded the Modular Handgun System in each service, will constitute the excursion group for all system submissions. The group of Warfighters will complete a series of operationally realistic engagements with each handgun and provide feedback regarding combat worthiness of each system submission via Warfighter survey. Surveys will consist of rating and open-ended type questions with supporting rationale pertaining to: Comfort in Grip, Controllability and Recoil, Trigger, Ease/Speed of Magazine Changes, Sight-ability and Access to Controls. The SSEB will be provided with an objective report that will detail results associated with each Modular Handgun System candidate in accordance with the requirements of this factor.

Price will be evaluated, but will not be rated with a color/adjetival rating.
H.5.2.6.3 A price reasonableness determination will be made on the total evaluated price which will be used in the performance of a tradeoff analysis. If the Government determines that adequate price competition was not obtained and/or if the total evaluated price cannot be deemed fair and reasonable, the Government reserves the right to request cost or pricing data and to evaluate such data utilizing the proposal analysis techniques delineated in FAR 15.404-1 as deemed appropriate. Government Purpose Rights will not be included in the total evaluated price.

H.5.2.6.4 If Government property is proposed for use in the performance of any contract resulting from the solicitation, the total evaluated price will be adjusted to include a rental equivalent factor for each item of such property calculated in accordance with FAR 52.245-9. This adjustment will apply for the use of Government property by the Offeror as well as any subcontractor thereto. The value of the proposed Government property will be evaluated for cost realism. Whether the offeror submits revised pricing or not, the offeror must either submit an updated government property schedule or assert that their submission under the initial evaluation is still accurate and valid.

H.5.2.6.5 The total evaluated price will be derived by summing the evaluated prices for Part B Weapon OP 2-10, Part B Ammunition OP 2-5, Spare Parts and the cost realism amount for the Rental Equivalent Factor for the Value of Government Property (when applicable) as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Evaluated Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part B (OP 2-10) Weapon</td>
<td>$515,531,878.91</td>
</tr>
<tr>
<td>Part B (OP 2-5) Ammunition</td>
<td>$45,955,426.88</td>
</tr>
<tr>
<td>Spare Parts (OP 2-10)</td>
<td>$25,000,000.00</td>
</tr>
<tr>
<td>Rental Equivalent Factor for the Value of Government Property</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>Total Evaluated Price</td>
<td>$586,494,305.790</td>
</tr>
</tbody>
</table>

H.5.2.6.5.1 The evaluated price for Part B Weapon (OP 2-10) will be computed by summing the evaluated prices for the one MHS or two (Full Size and Compact) MHS, depending upon which solution was awarded under the basic contract, accessories and FAT CLINs as follows: MHS FAT, Weapon System Component Package-Compact only, MHS Production, Demonstration Models, Cutaway Models, Blank Conversion Kit FAT and production, M1041 Cartridge Conversion Kit FAT and production, Suppressor Kit FAT and production, and MHS General Officer Pistols. If a one-gun solution was proposed under the basic, any CLINs related to the compact MHS are not applicable. The evaluated quantities for the compact conversion kits, the compact suppressor kit and the compact general officer pistol will be added to the full size evaluated quantities, but not for the compact demonstration and cutaway models.

H.5.2.6.5.2 Part B Ammunition OP 2-5: The evaluated price for Part B Ammunition (OP 2-5) will be computed by summing the evaluated prices for ammunition as follows: XM152 Ball Cartridge FAT and production (Commercial and Military Pack), XM153 Special Purpose Cartridge FAT and production, DD1 Cartridge FAT and production, Blank Cartridge FAT and production, XM152 Ball Cartridge and SP Cartridge Demonstration Model and Cutaway models, Electronic Pressure, Velocity Action Time (EPVAT) Barrels, XM152 Ball Cartridge-Cutaway, XM153 SP Cartridge-Demonstration Model, Accuracy Barrel XM152 Ball Cartridge, Accuracy Barrel XM153 SP Cartridge, Profile and Alignment Gage for XM152 Ball Cartridge, and Profile and Alignment Gage for XM153 SPA Cartridge.

H.5.2.6.5.3 Spare Parts: The evaluated price for Spare Parts will be computed by summing the evaluated prices based on whether the offeror was awarded a one-gun or two gun (full size and compact) solution. If an offerors basic award was for a one-gun solution, the evaluated price is the sum of the evaluated prices for all spare parts. If an offerors basic award was for the full and compact MHS,
the evaluated price is computed by summing the spare parts evaluated prices for the full size and compact MHS.

H.5.2.6.6 Price Inconsistencies. A proposal is presumed to represent an Offerors best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price, should be explained in the proposal. Any significant inconsistencies, if unexplained, raise a fundamental issue of the Offerors understanding of the nature and scope of work required and their financial ability to perform the contract, and may be grounds for rejection of the proposal.

H.5.2.6.7 Unbalanced Pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

H.5.2.6.8 License Rights CLINs will NOT be evaluated for pricing purposes.

*** END OF NARRATIVE H0001 ***

This document 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 these addresses:


If the clause requires additional or unique information, then that information is provided immediately after the clause title.

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-1</td>
<td>252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS</td>
<td>DEC/2010</td>
</tr>
<tr>
<td>H-2</td>
<td>52.000-4003 ADMINISTRATIVE SPACE OCCUPIED BY CONTRACTORS AT PICATINNY ARSENAL (HS6041)</td>
<td>OCT/2010</td>
</tr>
</tbody>
</table>

In the event that the Contractor, in performing the requirements in the Statement of Work (SOW) under this contract, will occupy Government owned administrative space on the U.S. Army installation, Picatinny Arsenal, NJ, the Contractor shall provide the following information:

(1) Name of Contractor;

(2) Contract number (including the task order number if applicable);

(3) Start date and end date of contract;

(4) Name(s) of Contractor personnel occupying administrative space at Picatinny; and

(5) Building number being occupied.

The information shall be reported within ten (10) days of award and shall be provided in accordance with the SOW and associated Contract Requirements Data List (CDRL) (DD 1423) and submitted to the following:

Garrison Space Manager:

Procuring Contracting Officer (PCO):
Mr. Kevin Puma
Army Contracting Command - Picatinny
ACC-NJ-SW
Bldg. 9 Phipps Rd.
Mail Stop: Bldg. 10
Picatinny, NJ 07806-5000
Phone: (973)724-6612
e-mail: kevin.p.puma.civ@mail.mil

Contracting Officers Representative (COR):

(PCO to insert the name, office symbol and email of the current Garrison Space Manager and COR at time of award.)
Post Award Conference (definition) - A first meeting of key Contractor/Government players. This conference is to assure a clear and mutual understanding of the contract between the Government and contractor. The Post Award conference includes discussions on contract terms, conditions and requirements, line items and sequence of events needed for successful execution of the subject contract effort.

The contractor shall host a post award conference/meeting at the contractors facility to include contractor and government contracting, management, quality assurance and technical personnel:

Within 30 calendar days after contract award.

In addition a Quality meeting needs to he held:
FOR THE WEAPON - no later than 10 calendar days after contract award
FOR THE AMMUNITION - no later than 30 calendar days after contract award

The contractor shall participate with the government to arrange a schedule and agenda for the post award conference prior to the meeting. The contractor shall provide the government with minutes of the post award meeting (DI-ADMN-81505 tailored).

Identification and Access Eligibility Requirements of Contractor Employees (HS7011)

This clause details the requirements applicable to contractor employees working at Picatinny Arsenal, and the procedures for access eligibility/control of Classified Information and Controlled Unclassified Information (CUI) for contractors working on installations in support of Army Contracting Command - New Jersey (ACC-NJ) Programs/Contracts.

The following requirements are applicable to contractor employees working at Picatinny Arsenal:

1. All contractor employees working on the U.S. Army installation, Picatinny Arsenal in the State of New Jersey, in connection with this contract, shall conform to all applicable federal, state laws and published rules and regulations of the Departments of Defense and Army, as well as any applicable regulations promulgated by ACC-NJ and/or Picatinny Arsenal, including but not limited to traffic regulations.

2. The term "contractor employee" includes employees, consultants, agents, students or student interns, or representatives and all employees, agents or representatives of all subcontractors and suppliers. Contractors are responsible for obtaining/returning identification badges /passes for each contractor employee who will work on the contract or enter Picatinny Arsenal. The badges/passes are required for the term of the contract until completion or until release of the employee.

3. Contractor badges are only issued to U.S. citizen contract personnel who work at Picatinny Arsenal for at least three (3) days a week and have a valid contract greater than 180 days. To obtain a badge the following pre-requisites must be adhered to:
   a. Form SBI212b (State background name check) must be completed and stamped by the State Police. The contractor is responsible for having the document completed and stamped. The document is then either given to the Picatinny Physical Security Office (PSO) or to the Criminal Investigators office (determination of which office is made by the PSO). Once the document is approved (by either office) notification is given to the visitor control center and the Contracting Officers Representative (COR), that the individual is authorized to receive a badge.
   b. A COR must complete an application identification form (ARDEC 3058) for access to the installation. The form must include the valid contract number, expiration date and be signed in blue ink by the Contracting Officer or COR. This form is brought to the US Army Garrison (USAG) Picatinny Arsenal Badge and Identification Section, Building 1136 for processing.

4. The contractor employee working on Picatinny Arsenal shall sign a Non-disclosure Agreement (NDA) on their company's letterhead (using the format below) prior to commencing work and gaining access to non-public information, under the contract, or obtaining badges/passes required by paragraph 2 above. There shall be one NDA completed for each employee, for each new contract, regardless if the employee has completed an NDA for prior contracts.

5. Failure to comply with the requirements of paragraph 4 will be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be used as an adverse factor with respect to contractor past performance in connection with award of future contracts to the firm.

6. For contractors requiring access for less than 90 days, a visitor pass will be required. Passes will be issued for specific dates access is required, not to exceed 30 days. The Contracting Officer or COR must complete the Visitor Registration Form applications on the Picatinny Intranet (PICAWEB) prior to the contractor employee arriving at Picatinny Arsenal.
7. The contractor shall certify in writing to the COR, that they have verified that all personnel utilized in the performance of this contract have passed a criminal background check and are lawfully employable in the United States. If a new contractor employee is hired during the performance of a contract, and will be utilized in that contract, the contractor must certify in writing to the COR, that they have verified that the new contractor employee has passed a criminal background check and is lawfully employable in the United States, prior to utilizing that individual in the performance of the contract.

a. Lawful employability will be verified by means of Employment Eligibility Form, INS Form I-9 (if applicable), or by other applicable INS documentation approved for a specific non-citizen status.

b. The criminal background check will establish that neither the Contractor, nor individual's state or nation of permanent residence, has any record or credible information that the individual has a "criminal history". In this context, "criminal history" will be defined as adjudicated guilt or pending adjudication of a crime as defined under New Jersey law, equivalent offense under the applicable laws of another jurisdiction. If the contractor has doubt about the applicability of an offense to this definition, the circumstances must be reported to USAG Picatinny Arsenal Security Division for adjudication of the individual's employability.

c. Under urgent circumstances where an exception to these criteria is required, a request may be submitted through the Garrison Director of Plans, Training, Mobilization and Security (DPTMS) to the Garrison Commander. Only urgent exceptions will be considered on a case-by-case basis and must be documented in writing.

d. Any delay in the furnishing of the above, including any delay in the obtaining the background check, is at the sole risk of the contractor and will not be the basis of any equitable adjustment or other change to the contract.

8. The identification badge or pass issued to each employee of the contractor is for their own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701; and barring the employee from Picatinny Arsenal. Should the employee lose the badge or pass, the contractor may be charged for the cost of re-issuance of the badge or pass. Additionally, the employee and the contractor must submit a sworn affidavit as to the circumstances of the loss before a new badge or pass is issued.

9. Contractor employees will not start working on a Government contract for the Garrison or any Picatinny tenant organizations before they are vetted through security processing by Picatinny Arsenal Security Division. This will include as a minimum, submission of a National Agency Check with Inquiries (NACI). Until the results of the FBI fingerprint check have been received and posted in the Case Adjudication Tracking System (CATS), an Interim CAC will not be issued.

10. If derogatory information is discovered, the Interim CAC can be revoked in accordance with Homeland Security Presidential Directive-12 (HSPD-12), Policy for a Common Identification Standard for Federal Employees and Contractors. A summary of the derogatory information found will be provided to the COR and Contracting Officer for consultation and final CAC determination.

11. All contractor employees, while on the premises at Picatinny Arsenal, shall continually wear the badge, obtained pursuant to paragraph 3 above. The badge shall be worn so as to be visible to others at all times. The badge will be worn in full view on the outermost garment, above the waist on the front of the body. Individuals issued visitor passes will have them on their person at all times while on the Arsenal. Passes will be presented upon request by Security personnel or other Government official charged with security of the area.

12. All contractor employees meeting with Government employees or attending meetings at Picatinny, shall, at the beginning of the meeting, announce to all other attendees that they are contractor employees, employed by (Name of Contractor's name/address), and the name of all other companies or individuals that currently employs them or that the contractor employee currently represents. In addition, contractor employees shall wear a visible badge that displays their company's name (for contractors issued a Common Access Card (CAC), displaying the CAC is sufficient).

13. When the performance of a contract under a specified contract number under which a CAC/badge/pass was obtained is completed (such as date of last delivery or performance of last service, termination of the contract or release of the employee) including any exercise of an option pursuant to the terms of the contract, the contractor shall return all issued CACs/badges/passes for all of their employees to USAG Picatinny Arsenal Security Division and obtain a receipt for each within (3) three business days. All government furnished equipment must be surrendered to the COR upon completion of the contract or an employee's termination during the life of the contract.

14. If the contractor obtains a new or follow-on contract for work at Picatinny Arsenal, all contractor personnel shall obtain new badges / passes indicating the new or follow-on contract number and comply with the applicable provisions of the follow-on contract which cover the subject matter of this Clause. This paragraph does not apply to the exercise of an option.

The following are procedures for access eligibility/control of Classified Information and Controlled Unclassified Information (CUI) for contractors working on installations in support of Army Contracting Command - New Jersey (ACC-NJ) Programs/Contracts.

1. The Office of the Under Secretary of Defense has identified the Joint Personnel Adjudication System (JPAS) as the personnel security clearance system of record for the Department of Defense (DoD). JPAS is used to verify the personnel security clearance level for all U.S. contractors working on installation programs. Foreign visitors, to include non-US contractor visits to the installation activities,
will be managed by the cognizant Foreign Disclosure Office.

2. IAW Army Regulation 25-2 Information Assurance dated 23 March 2009 and AR 380-67, Personnel Security Program, dated 24 January 2014, contractors requiring access to U.S. Government (USG) Information Systems (IS), in order to fulfill their duties, must possess the required favorable security investigation, security clearance or formal access approvals, and fulfill Need-to-Know requirements. Contractors must meet the security requirements outlined in AR 25-2 for their assigned IT-level (IT-I, IT-II, or IT-III) prior to being granted access to the USG IS. Likewise, AR 25-2 stipulates that individuals assigned to IT-I, IT-II, or IT-III positions who lose their clearance, or have access to classified systems suspended pending the results of investigation, will be barred access to the IS(s) until favorable adjudication of that investigation. Contractor status/access, in regards to their suitability and IT-level access, will be monitored by the cognizant security office(s) through JPAS.

3. For access to Classified Information, as required by the solicitation and/or contract, the need-to-know criterion for accessing government information is based on:

a. The SOW and/or contract must specify the need for access to Classified Information and a proper DD Form 254 must be affixed to the solicitation and/or contract.

b. Contractors accessing information which they are not authorized (i.e. no need-to-know), or exceeding their access reflected in JPAS is a reportable security violation, defined in reference Army Regulation 380-5 Information Security dated 29 September 2000.

c. A contractors access in JPAS is dependent upon their current company affiliation reflected in JPAS.

4. No Portable Electronic Devices (PED) will be used in an area where classified information is discussed or electronically processed.

5. Contractors visiting or working on installations in support of Army Contracting Command- New Jersey (ACC-NJ) Programs must have JPAS visit requests submitted by the contractors Facility Security Officer (FSO) necessary to meet the requirements outlined by that mission organization. This requirement applies to visits in support of classified contracts.

6. The contractor must not misrepresent the fact they are contractors, or from which company they are employed. Contractors who knowingly misrepresent themselves to hide the fact they are a contractor is a reportable security incident. An incident report will be forwarded by the cognizant security office to the FSO, and an information copy will be sent to the Defense Security Service (DSS).

7. Contractors shall not use a military, retired military or other government issued identification to misrepresent their affiliation as a contractor for the purpose of accessing the installation, facilities, attending meetings, acquiring information or participating in any other type of work as a contractor. Doing so will result in an incident report being processed through the Defense Enrollment Eligibility Reporting System by the Garrison Security and Human Resources officer and notification to the individuals military organization/unit.

8. The U.S. Army Garrison, Directorate of Plans, Training, Mobilization and Security is the centralized security office and shall be the contractors, Contracting Officers and CORs first point of contact when unable to determine the primary cognizant security office of a tenant organization.

NON-DISCLOSURE AGREEMENT

I, ____________________________________________, an employee and authorized representative of __________________________, a Contractor providing support services to Picatinny Arsenal or its tenants (hereinafter PICATINNY), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number ______________________, agrees to and promises the following:

WHEREAS RECEIPIENT is engaged in delivery support services to PICATINNY under contract; and

WHEREAS, It is the intention of PICATINNY to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and,

WHEREAS, PICATINNY acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as: proprietary information (e.g., information submitted by a contractor marked as proprietary); advanced procurement information (e.g., future requirements, statements of work, and
acquisition strategies); source selection information (e.g., bids before made public, source selection plans, and rankings of proposals); trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor); attorney work product; information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and other sensitive information that would not be released by PICATINNY under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT’s employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____________________________ (signature)
PRINTED NAME: _________________________
TITLE: __________________________________
EMPLOYER: ____________________

H-5 52.000-4002  LEVEL 1 ANTI TERRORIST AWARENESS TRAINING REQUIREMENTS FOR CONTRACTOR  OCT/2010

(a) All contractor employees requiring access to any Federally-controlled facility and logical access to Federally controlled information systems except for national security systems as defined by 44 U.S.C. 3542(b)(2), should be certified in Level 1 Anti Terrorism Training. The training is accessible from any computer with access to the World Wide Web and is available at https://atlevel1.dtic.mil/at. The contractor is responsible for ensuring that the training has been satisfactorily completed and that valid certificates of completion have been submitted to the Contracting Officers Representative (COR) with a copy furnished to the Contracting Officer. The Certificates are valid for one year, therefore, training shall be completed every year for the duration of the contract.

(b) The term Federally-controlled facility is defined as:

(1) Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which is under the jurisdiction, custody or control of a department or agency;

(2) Federally-controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only;

(3) Government-owned, contractor-operated facilities, including laboratories engaged in national defense research and production activities; and

(4) Facilities under a management and operating contract, such as for the operation, maintenance, or support of a Government-owned or Government-controlled research, development, special production, or testing establishment.

(c) The term Federally-controlled information system means an information system (44 U.S.C. 3502(b)) used or operated by a Federal agency, or a contractor or other organization on behalf of the agency (44 U.S.C. 3544(a)).

(d) The term "contractor employee" includes employees, agents, students or student interns, or representatives and all employees, agents or representatives of all subcontractors and suppliers.
The contractor shall use the safety data provided in the Hazardous Component Safety Data Sheets (HCSDS) to insure the safe handling of the energetic material. The HCSDS are in Section J of the contract.

The contractor shall comply with Paragraph F, Chapter 1 of DOD 4146.26M, DOD Contractor's Safety Manual for Ammunition and Explosives. This requires the contractor to submit all site and construction plans through the local Defense Contract Management District Safety Office to the Contracting Officer for approval. The contractor must also submit changes for approval. Contractors will assure that their subcontractors follow the same procedures.

Whenever the contractor uses a government facility, he shall comply with the local safety requirements of that facility.

The contractor must obtain written approval from the Contracting Officer before the award of a subcontract involving explosives, propellants or pyrotechnic materials. When the contractor requests the Contracting Officer's approval, the Contracting Officer will arrange a Defense Logistics Agency presurvey for each subcontractor.

The contractor is responsible for decontaminating all facilities/equipment at the end of the contract unless the contractor intends to continue using the facilities/equipment for similar purposes. Any associated costs must be included as part of the contractor's proposal. The contractor must provide the Contracting Officer with a certification that all contaminated facilities/equipment have been decontaminated.

The contractor is responsible for properly disposing of hazardous materials during this contract. If disposal is done on the subcontractor's site, the contractor must note this in his site plan per paragraph b, above. The Contracting Officer must approve a subcontractor prior to him performing disposal per paragraph d, above.

The contractor will provide reports of accidents/incidents as required by Data Item DI-SAFT-81563. The government reserves the right to investigate any accident/incident under Chapter 2, Paragraphs F and G of DOD 4145.26M, DOD Contractor's Safety Manual for Ammunition and Explosives.

The contractor shall send the Material Safety Data Sheets (MSDS) prior to award to the Contracting Officer and a copy with the first delivery of supplies to Commander, U.S. Army ARDEC, ATTN: Safety Division, IMPI-SO, Bldg. 351 S., Picatinny Arsenal, NJ 07806-5000, required by FAR 52.223-3, Hazardous Material Identification and Material Safety Data.

Deliveries of any hazardous chemicals/materials will not be accepted when:
   a. The applicable MSDS is not delivered with the first delivery of the supplies; and/or
   b. The container label on the supplies is inadequate, unreadable, missing, or does not agree with the accompanying MSDS.

1. Classified Contracts - The DOD Security Agreement (DD Form 441) and DOD Contract Security Classification Specification (DD Form 254) apply.

2. Unclassified Contracts-Restricted Release - Obtain the Contracting Officer's approval before releasing information received during this contract or generated from this contract, except if a college, university or laboratory receives the award and conducts the research on campus.

3. Unclassified Contracts-Unrestricted Release - You may release information received during the contract or developed from the contract without Contracting Officer's approval if:
   a. you are a college, university/laboratory; and
   b. you conduct the research on campus.

But, obtain approval before releasing the information if there is a high likelihood of revealing abilities of military systems or information concerning manufacturing technologies unique and critical to defense.

NOTE: See Section J for clearing technical material sample clearance form (INMRE-PIC-IM Form 3002).
<table>
<thead>
<tr>
<th>Name of Offeror or Contractor:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CONTINUATION SHEET</th>
<th>Reference No. of Document Being Continued</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PHIN/SHIN W15QKN-15-R-0002</td>
<td>273</td>
</tr>
<tr>
<td></td>
<td>MOD/AMD</td>
<td>351</td>
</tr>
</tbody>
</table>
This document 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 these addresses:


If the clause requires additional or unique information, then that information is provided immediately after the clause title.

<table>
<thead>
<tr>
<th>Regulatory_Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-1</td>
<td>DEFINITIONS</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-2</td>
<td>GRATUITIES</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-3</td>
<td>COVENANT AGAINST CONTINGENT FEES</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-4</td>
<td>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-5</td>
<td>ALTERNATE I (OCT 1995)</td>
<td>OCT/1995</td>
</tr>
<tr>
<td>I-6</td>
<td>ANTI-KICKBACK PROCEDURES</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-7</td>
<td>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-8</td>
<td>IMPROPER ACTIVITY</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-9</td>
<td>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-10</td>
<td>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-11</td>
<td>PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER</td>
<td>MAY/2011</td>
</tr>
<tr>
<td>I-12</td>
<td>REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS</td>
<td>JUL/2013</td>
</tr>
<tr>
<td>I-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE</td>
<td>JUL/2013</td>
</tr>
<tr>
<td>I-14</td>
<td>PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH</td>
<td>AUG/2013</td>
</tr>
<tr>
<td>I-15</td>
<td>CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</td>
<td>AUG/2013</td>
</tr>
<tr>
<td>I-16</td>
<td>UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY</td>
<td>JUL/2013</td>
</tr>
<tr>
<td>I-17</td>
<td>MARKET RESEARCH</td>
<td>APR/2011</td>
</tr>
<tr>
<td>I-18</td>
<td>MATERIAL REQUIREMENTS</td>
<td>AUG/2000</td>
</tr>
<tr>
<td>I-19</td>
<td>DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS</td>
<td>APR/2008</td>
</tr>
<tr>
<td>I-20</td>
<td>AUDIT AND RECORDS--NEGOTIATIONS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-21</td>
<td>ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT</td>
<td>OCT/1997</td>
</tr>
<tr>
<td>I-22</td>
<td>PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--</td>
<td>AUG/2011</td>
</tr>
<tr>
<td>I-23</td>
<td>MODIFICATIONS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-24</td>
<td>SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-25</td>
<td>INTEGRITY OF UNIT PRICES</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-26</td>
<td>REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB)</td>
<td>JUL/2005</td>
</tr>
<tr>
<td>I-27</td>
<td>OTHER THAN PENSIONS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-28</td>
<td>REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-29</td>
<td>CERTIFIED COST OR PRICING DATA --MODIFICATIONS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-30</td>
<td>UTILIZATION OF SMALL BUSINESS CONCERNS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-31</td>
<td>LIQUIDATED DAMAGES--SUBCONTRACTING PLAN</td>
<td>JAN/1999</td>
</tr>
<tr>
<td>I-32</td>
<td>NOTICE TO THE GOVERNMENT OF LABOR DISPUTES</td>
<td>FEB/1997</td>
</tr>
<tr>
<td>I-33</td>
<td>CONVICT LABOR</td>
<td>JUN/2003</td>
</tr>
<tr>
<td>I-34</td>
<td>CONTRACT WORK HOURS AND SAFETY STANDARDS--OVERTIME COMPENSATION</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-35</td>
<td>CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES</td>
<td>JAN/2014</td>
</tr>
<tr>
<td>I-36</td>
<td>CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-37</td>
<td>$15,000</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-38</td>
<td>PROHIBITION OF SEGREGATED FACILITIES</td>
<td>APR/2015</td>
</tr>
<tr>
<td>I-39</td>
<td>EQUAL OPPORTUNITY</td>
<td>APR/2015</td>
</tr>
<tr>
<td>I-40</td>
<td>NOTIFICATION OF VISA DENIAL</td>
<td>APR/2015</td>
</tr>
<tr>
<td>I-41</td>
<td>EMPLOYMENT REPORTS ON VETERANS</td>
<td>JUL/2014</td>
</tr>
<tr>
<td>I-42</td>
<td>EMPLOYMENT REPORTS ON VETERANS</td>
<td>JUL/2014</td>
</tr>
<tr>
<td>I-43</td>
<td>NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT</td>
<td>DEC/2007</td>
</tr>
<tr>
<td>I-44</td>
<td>COMBATING TRAFFICKING IN PERSONS</td>
<td>MAR/2015</td>
</tr>
<tr>
<td>I-45</td>
<td>EMPLOYMENT ELIGIBILITY VERIFICATION</td>
<td>AUG/2013</td>
</tr>
<tr>
<td>I-46</td>
<td>DRUG-FREE WORKPLACE</td>
<td>MAY/2001</td>
</tr>
<tr>
<td>I-47</td>
<td>ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING</td>
<td>AUG/2011</td>
</tr>
<tr>
<td>I-48</td>
<td>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</td>
<td>JUN/2008</td>
</tr>
<tr>
<td>I-49</td>
<td>INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT</td>
<td>FEB/2000</td>
</tr>
<tr>
<td>I-50</td>
<td>AUTHORIZATION AND CONSENT</td>
<td>DEC/2007</td>
</tr>
<tr>
<td>I-51</td>
<td>NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT</td>
<td>DEC/2007</td>
</tr>
<tr>
<td>Regulatory Cite</td>
<td>Title</td>
<td>Date</td>
</tr>
<tr>
<td>----------------</td>
<td>-------</td>
<td>------------</td>
</tr>
<tr>
<td>1-44</td>
<td>52.227-3</td>
<td>PATENT INDEMNITY</td>
</tr>
<tr>
<td>1-45</td>
<td>52.227-9</td>
<td>REFUND OF ROYALTIES</td>
</tr>
<tr>
<td>1-46</td>
<td>52.227-10</td>
<td>FILING OF PATENT APPLICATIONS—CLASSIFIED SUBJECT MATTER</td>
</tr>
<tr>
<td>1-47</td>
<td>52.229-3</td>
<td>FEDERAL, STATE, AND LOCAL TAXES</td>
</tr>
<tr>
<td>1-48</td>
<td>52.229-6</td>
<td>TAXES—FOREIGN FIXED-PRICE CONTRACTS</td>
</tr>
<tr>
<td>1-49</td>
<td>52.232-1</td>
<td>PAYMENTS</td>
</tr>
<tr>
<td>1-50</td>
<td>52.232-8</td>
<td>DISCOUNTS FOR PROMPT PAYMENT</td>
</tr>
<tr>
<td>1-51</td>
<td>52.232-11</td>
<td>EXTRAS</td>
</tr>
<tr>
<td>1-52</td>
<td>52.232-17</td>
<td>INTEREST</td>
</tr>
<tr>
<td>1-53</td>
<td>52.232-18</td>
<td>AVAILABILITY OF FUNDS</td>
</tr>
<tr>
<td>1-54</td>
<td>52.232-23</td>
<td>ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)</td>
</tr>
<tr>
<td>1-55</td>
<td>52.232-25</td>
<td>PROMPT PAYMENT</td>
</tr>
<tr>
<td>1-56</td>
<td>52.232-33</td>
<td>PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT</td>
</tr>
<tr>
<td>1-57</td>
<td>52.232-37</td>
<td>MULTIPLE PAYMENT ARRANGEMENTS</td>
</tr>
<tr>
<td>1-58</td>
<td>52.232-39</td>
<td>UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS</td>
</tr>
<tr>
<td>1-59</td>
<td>52.232-40</td>
<td>PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS</td>
</tr>
<tr>
<td>1-60</td>
<td>52.233-1</td>
<td>DISPUTES</td>
</tr>
<tr>
<td>1-62</td>
<td>52.233-3</td>
<td>PROTEST AFTER AWARD</td>
</tr>
<tr>
<td>1-63</td>
<td>52.233-4</td>
<td>APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM</td>
</tr>
<tr>
<td>1-64</td>
<td>52.242-13</td>
<td>BANKRUPTCY</td>
</tr>
<tr>
<td>1-65</td>
<td>52.243-1</td>
<td>CHANGES--FIXED PRICE</td>
</tr>
<tr>
<td>1-66</td>
<td>52.243-6</td>
<td>CHANGE ORDER ACCOUNTING</td>
</tr>
<tr>
<td>1-67</td>
<td>52.244-6</td>
<td>SUBCONTRACTS FOR COMMERCIAL ITEMS</td>
</tr>
<tr>
<td>1-68</td>
<td>52.246-23</td>
<td>LIMITATION OF LIABILITY</td>
</tr>
<tr>
<td>1-69</td>
<td>52.247-63</td>
<td>PREFERENCE FOR U.S.—FLAG AIR CARRIERS</td>
</tr>
<tr>
<td>1-70</td>
<td>52.247-68</td>
<td>REPORT OF SHIPMENT (RESHIP)</td>
</tr>
<tr>
<td>1-71</td>
<td>52.248-1</td>
<td>VALUE ENGINEERING</td>
</tr>
<tr>
<td>1-72</td>
<td>52.249-2</td>
<td>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)</td>
</tr>
<tr>
<td>1-73</td>
<td>52.249-8</td>
<td>DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)</td>
</tr>
<tr>
<td>1-74</td>
<td>52.253-1</td>
<td>COMPUTER GENERATED FORMS</td>
</tr>
<tr>
<td>1-75</td>
<td>252.201-7000</td>
<td>CONTRACTING OFFICER'S REPRESENTATIVE</td>
</tr>
<tr>
<td>1-76</td>
<td>252.203-7000</td>
<td>REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS</td>
</tr>
<tr>
<td>1-77</td>
<td>252.203-7001</td>
<td>PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES</td>
</tr>
<tr>
<td>1-78</td>
<td>252.203-7002</td>
<td>REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</td>
</tr>
<tr>
<td>1-79</td>
<td>252.203-7003</td>
<td>AGENCY OFFICE OF THE INSPECTOR GENERAL</td>
</tr>
<tr>
<td>1-80</td>
<td>252.204-7000</td>
<td>DISCLOSURE OF INFORMATION</td>
</tr>
<tr>
<td>1-81</td>
<td>252.204-7002</td>
<td>PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED</td>
</tr>
<tr>
<td>1-82</td>
<td>252.204-7003</td>
<td>CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT</td>
</tr>
<tr>
<td>1-83</td>
<td>252.204-7004</td>
<td>ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT</td>
</tr>
<tr>
<td>1-84</td>
<td>252.204-7006</td>
<td>BILLING INSTRUCTIONS</td>
</tr>
<tr>
<td>1-85</td>
<td>252.204-7012</td>
<td>SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION</td>
</tr>
<tr>
<td>1-86</td>
<td>252.209-7004</td>
<td>SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY</td>
</tr>
<tr>
<td>1-87</td>
<td>252.211-7000</td>
<td>ACQUISITION STREAMLINING</td>
</tr>
<tr>
<td>1-88</td>
<td>252.215-7000</td>
<td>PRICING ADJUSTMENTS</td>
</tr>
<tr>
<td>1-89</td>
<td>252.217-7028</td>
<td>OVER AND ABOVE WORK</td>
</tr>
<tr>
<td>1-90</td>
<td>252.223-7002</td>
<td>SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES</td>
</tr>
<tr>
<td>1-91</td>
<td>252.223-7003</td>
<td>CHANGE IN PLACE OF PERFORMANCE—AMMUNITION AND EXPLOSIVES</td>
</tr>
<tr>
<td>1-92</td>
<td>252.223-7004</td>
<td>DRUG-FREE WORK FORCE</td>
</tr>
<tr>
<td>1-93</td>
<td>252.223-7006</td>
<td>PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS—BASIC</td>
</tr>
<tr>
<td>1-94</td>
<td>252.225-7001</td>
<td>BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM—BASIC</td>
</tr>
<tr>
<td>1-95</td>
<td>252.225-7002</td>
<td>QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS</td>
</tr>
<tr>
<td>1-96</td>
<td>252.225-7004</td>
<td>REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION AFTER AWARD</td>
</tr>
<tr>
<td>1-97</td>
<td>252.225-7005</td>
<td>IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES</td>
</tr>
<tr>
<td>1-98</td>
<td>252.225-7007</td>
<td>PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES</td>
</tr>
<tr>
<td>1-99</td>
<td>252.225-7008</td>
<td>RESTRICTION ON ACQUISITION OF SPECIALTY METALS</td>
</tr>
<tr>
<td>1-100</td>
<td>252.225-7009</td>
<td>RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY</td>
</tr>
</tbody>
</table>
(a) The Contractor shall test the following:

**AMMUNITION:**
See SOW for First Article Test Information.

**WEAPON:**
See SOW for First Article Test Information.

PLEASE NOTE: ALL DAYS REFER TO ALL ITEMS AND ALL REPORTS ARE TO BE SENT TO MR. KEVIN PUMA

as specified in this contract. At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.
(b) The Contractor shall submit the first article test report within 15 calendar days from the date of this contract to Mr. Kevin Puma
Army Contracting Command - Picatinny
ACC-NJ-SW
Bldg. 9 Phipps Rd.
Mail Stop: Bldg. 10
Picatinny, NJ 07806-5000
Phone: (973)724-6612
E-mail: kevin.p.puma.civ@mail.mil

marked First Article Test Report: Contract No. ___, Lot/Item No. ___. Within 15 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)
(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-145  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 after TEN (10) YEARS AFTER DATE OF AWARD.

(End of Clause)

I-146  52.227-11  PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR  MAY/2014
(a) As used in this clause--

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.
(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest. (i) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute
all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications. -1-

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.
(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor’s subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)
Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

1. Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

2. Countermand any communication regarded as a change;

3. Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

4. In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

Equitable adjustments.

1. If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractors cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

   i. In the contract price or delivery schedule or both; and

   ii. In such other provisions of the contract as may be affected.

2. The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractors failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

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

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under the contract. The word does not include data.

(b) Contractors obligations.

1. Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for:

   Weapon - 365 days after fielding - fielding not to exceed 3 years after receipt.

   Ammunition - not to exceed 3 years after receipt.

   All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

   The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.
(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and fitness for a particular purpose are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 60 days for any item.

(2) Within a reasonable time after the notice, the Contracting Officer may either --

   (i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

   (ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer --

   (A) May, for sampling purposes, group any supplies delivered under this contract;

   (B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

   (C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

   (D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

   (ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

   (A) Require an equitable adjustment in the contract price for any group of supplies.

   (B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

   (C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

   (D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) If the Contractor does not agree as to responsibility to correct or replace the supplies delivered, the Contractor shall nevertheless proceed in accordance with the written request issued by the Contracting Officer under paragraph (c)(2) of this clause to correct or replace the defective or nonconforming supplies. In the event it is later determined that the supplies were not defective or nonconforming within the terms and conditions of this clause, the contract price will be equitably adjusted.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of Clause)
(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotspot poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

DHSOIGHOTLINE@DHS.GOV

(c) Display of combating trafficking in persons and whistleblower protection hotline posters. The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or are also available via the internet at: http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contact the DoD Inspector General at the address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of these required posters at the Web site.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed $5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)
DoD 5100.76-M applies to ANY ITEMS PROVIDED WITH PROPOSAL.
EXACT ITEMS TO BE DETERMINED when Contract is awarded.

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier?

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

I-152 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES APR/2003

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of: Australia, Taiwan, Egypt, Greece, Israel, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force)

contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding $50,000 per foreign military sale case.

I-153 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES JUN/2015
(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection policy for contracts that require performance or travel outside the United States can be obtained from the following offices:

(1) For Army contracts: HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.

(2) For Navy contracts: Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(3) For Marine Corps contracts: CMC Code POS-10; telephone, DSN 224-4177 or commercial (703) 614-4177.

(4) For Air Force and Combatant Command contracts: The appropriate Antiterrorism Force Protection Office at the Command Headquarters. Also see https://atep.dtic.mil.

(5) For defense agency contracts: The appropriate agency security office.

(6) For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 227-7205 or commercial (703) 697-7205.

(End of clause)
(ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.

(iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.

(3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

(1) Imposta di Fabbricazione (Production Tax for Petroleum Products).

(2) Imposta di Consumo (Consumption Tax for Electrical Power).

(3) Dazi Doganali (Customs Duties).

(4) Tassa di Sbarco e dimbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).

(5) Tassa di Circolazione sui Veicoli (Vehicle Circulation Tax).

(6) Imposta di Registro (Registration Tax).

(7) Imposta di Bollo (Stamp Tax).

(End of clause)

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

"Duration" means the warranty period. This period may be a stated period of time, amount of usage, or the occurrence of a specified event, after formal acceptance of delivery, for the Government to assert a contractual right for the correction of defects.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for granting the warranty and/or assigning unique item identifiers to serialized warranty items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"First use" means the initial or first-time use of a product by the Government.

"Fixed expiration" means the date the warranty expires and the Contractor's obligation to provide for a remedy or corrective action ends.

"Installation" means the date a unit is inserted into a higher level assembly in order to make that assembly operational.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm.

"Item type" means a coded representation of the description of the item being warranted, consisting of the codes C--component procured separate from end item, S--subassembly procured separate from end item or subassembly, E--embedded in component, subassembly or end item parent, and P--parent end item.

"Starting event" means the event or action that initiates the warranty.

"Serialized item" means each item produced is assigned a serial number that is unique among all the collective tangible items produced by the enterprise, or each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment within the enterprise identifier. The enterprise is responsible for ensuring unique serialization within the enterprise identifier or within the part, lot, or batch numbers, and that serial numbers, once assigned, are never used again.
The Contractor shall provide all information required by Attachment -1-, Warranty Tracking Information on each contract line item number, subline item number, or exhibit line item number for warranted items. The Contractor shall provide all information required by Attachment -2-, Warranty Repair Source Instructions, prior to, but not later than when the warranted items are presented for receipt and/or acceptance. The "Warranty Item Unique Item Identifier" data category may also be completed in conjunction with Attachment -2-, Warranty Repair Source Instructions. Information required in the warranty attachment shall include such information as duration, enterprise, enterprise identifier, first use, fixed expiration, installation, issuing agency, item type, starting event, serialized item, unique item identifier, usage, warranty administrator, warranty guarantor, warranty repair source, and warranty tracking. The Contractor shall submit the data for warranty tracking to the Contracting Officer with a copy to the requiring activity and the Contracting Officer Representative.

(c) Reservation of rights. The terms of this clause shall not be construed to limit the Government's rights or remedies under any other contract clause.

(End of clause)
*United States,* means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)
(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-158 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS OCT/2014

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

   (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

   (ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

--- Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

   (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

   (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;
(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds $25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than $25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.
standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 332994 (Gun) & 322992 (Ammo) assigned to contract number ________________________. [Contractor to sign and date and insert authorized signer’s name and title].

(End of clause)
with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small
disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must
separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business,
HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic
contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The
subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a
subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offerors subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned
small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned
small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may
include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small
disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian
tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC
or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small
disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian
tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various
Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the
subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the
subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offerors total projected sales, expressed in
dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for
subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and
(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern’s size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror’s subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $650,000 ($1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror’s official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor’s official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.
A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $150,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small
business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(5) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d) (10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled “Utilization Of Small Business Concerns;” or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(1) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted
after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over $650,000 (over $1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)
(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-162  52.222-36  EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES  JUL/2014

I-163  52.223-3  HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA  JAN/1997
The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *________________________________, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

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:


(End of Clause)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

"Summary Subcontract Report (SSR) Coordinator," means the individual who is registered in eSRS at the Department of Defense (9700).

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C.
may be counted toward the Contractor's small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 (Agency to which the report is being submitted) by selecting the Department of Defense (DoD) (9700) from the top of the second dropdown menu. Do not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

(End of clause)

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.) ACT
The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed as a prohibited/restricted source in the System for Award Management at www.sam.gov.

The Head of the Contracting Activity (HCA) has the authority to--

1. Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or

2. Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over $50,000.

Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractors government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror insert) __________________ RATE (PERCENTAGE): ____ (Offeror insert)

The Contractors invoice shall list separately the gross price, amount of tax deducted, and net price charged.

When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Governments exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.
### SECTION J - LIST OF ATTACHMENTS

<table>
<thead>
<tr>
<th>Addenda</th>
<th>Title</th>
<th>Date</th>
<th>Number of Pages</th>
<th>Transmitted By</th>
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<td>Attachment 0001</td>
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<td>NON-DISCLOSURE NON-USE AGREEMENT</td>
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<td>CERTIFICATE OF DESTRUCTION</td>
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<td>CLEARANCE REQUEST FOR PUBLIC RELEASE OF DOD INFORMATION</td>
<td>01-JAN-2006</td>
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<td>01-JUL-1997</td>
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<td>Attachment 0009</td>
<td>WARFIGHTER QUESTIONNAIRE</td>
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<td>Attachment 0010</td>
<td>DISTRIBUTION D: JOINT WARFIGHTER QUALIFICATION COURSE</td>
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<td>02-SEP-2010</td>
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<td>27-JUL-2015</td>
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<td>TDP-OPTION SELECTION WORKSHEET</td>
<td>27-JUL-2015</td>
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<td>MHS-INITIAL PROVISIONING WORKSHEET</td>
<td>27-JUL-2015</td>
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<td>TISSUE DAMAGE MODEL-SHIPPING REQUEST-SOFTWARE KEY FORM</td>
<td>27-JUL-2015</td>
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<td>MHS SECTION-B-PULL-COMPACT</td>
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</table>

### SECTION J EXHIBIT LIST

**CONTRACT DATA REQUIREMENT LIST (CDRL)**

**EXHIBIT A**

- A001 Start of Work Meeting
- A002 I&KPT Training Materials
- A003 Meeting Minutes
- A004 System Safety Program Plan
- A005 Health Hazard Assessment Report
- A006 Critical Safety Item, Characteristic and Critical Defect Report
- A007 Failure Mode, Effects, Critical Analysis Report
- A008 Explosives Hazard Classification Data
- A009 Radiation Hazard Control Procedures
- A010 System Safety Program Progress Report
- A011 System Safety Hazard Analysis Report
- A012 System Safety Assessment Report
- A013 Accident Incident Report
- A014 Radioactive Material Justification
- A015 Radioactive Wipe Test Report
- A016 Quality Program Plan
- A017 Engineering Change Proposal
- A018 Request for Variance
- A019 Notice of Revision
- A020 Configuration Management Plan
- A021 Contractor Validation Plan
- A022 Contractor Validation Report
<table>
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<tr>
<td>PIH/SHIN W15QKN-15-R-0002</td>
<td>A023 Maintainability Task Analysis</td>
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<td>A024 Initial Provisioning Spreadsheet</td>
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<td>A025 Maintenance, Test and Support Equipment List</td>
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<td>A026 Data and Copyright Release Letter</td>
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<td>A027 OPSEC Verification Report</td>
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<td>A028 Measurement System Evaluation</td>
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<td>A029 Test/Inspection Report</td>
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<td>A030 First Article Test Plan</td>
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<td>A031 Test and Inspection Report</td>
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<td>A036 Lot Acceptance Test Plan</td>
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<td>A038 Failure Analysis and Corrective Action Report</td>
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<td>A039 Rework and Repair Procedure</td>
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<td>A040 Ammunition Data Card</td>
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<td>A041 Test and Inspection Report</td>
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<td>A042 Special Inspection Equipment Descriptive Documentation</td>
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<td>A043 Test and Evaluation Program Plan</td>
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**EXHIBIT B**

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<th>B001</th>
<th>Engineering Drawing Tree</th>
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<tr>
<td>B002</td>
<td>Technical Data Package</td>
</tr>
<tr>
<td>B003</td>
<td>Commercial Drawings/Models and Associated Lists</td>
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<tr>
<td>B004</td>
<td>Quality Assurance Provisions</td>
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<tr>
<td>B005</td>
<td>Special Tooling Drawings/Models and Associated Lists</td>
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<tr>
<td>B006</td>
<td>Design Specification</td>
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<td>B007</td>
<td>Special Packaging Instructions</td>
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<td>Parts List</td>
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**EXHIBIT C**

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<th>C001</th>
<th>Technical Manual, Operator</th>
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<tr>
<td>C002</td>
<td>Technical Manual, Maintenance</td>
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*** END OF NARRATIVE J0001 ***
This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:


If the provision requires additional or unique information, then that information is provided immediately after the provision title.

### REGULATORY CITE

<table>
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<tr>
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<tr>
<td>K-1 52.203-11</td>
<td>CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</td>
<td>SEP/2007</td>
</tr>
<tr>
<td>K-2 52.222-38</td>
<td>COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS</td>
<td>SEP/2010</td>
</tr>
<tr>
<td>K-3 52.225-20</td>
<td>PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION</td>
<td>AUG/2009</td>
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<tr>
<td>K-4 252.203-7005</td>
<td>REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS</td>
<td>NOV/2011</td>
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<tr>
<td>K-5 252.209-7002</td>
<td>DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT</td>
<td>JUN/2010</td>
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<tr>
<td>K-6 252.209-7003</td>
<td>RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS--</td>
<td>MAR/2012</td>
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<td>K-7 252.225-7031</td>
<td>SECONDARY ARAB BOYCOTT OF ISRAEL</td>
<td>JUN/2005</td>
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<tr>
<td>K-8 252.225-7050</td>
<td>DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM</td>
<td>DEC/2014</td>
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<td>IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS</td>
<td>JAN/2011</td>
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<td>K-10 252.227-7028</td>
<td>TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT</td>
<td>JUN/1995</td>
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<td>K-11 52.204-8</td>
<td>ANNUAL REPRESENTATIONS AND CERTIFICATIONS</td>
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</table>

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332992 (Small Arms Ammunition) and 332994 (Small Arms Manufacturer and accessories).

(2) The small business size standard is 1000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- [ ] (i) Paragraph (d) applies.
- [ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price
contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDAdesignated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPAdesignated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
If the acquisition value is less than $25,000, the basic provision applies.

If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.

If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.

Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

Prohibition on Conducting Restricted Business Operations in Sudan Certification. This provision applies to all solicitations.

Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran Representation and Certifications. This provision applies to all solicitations.

Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

The following certifications are applicable as indicated by the Contracting Officer:

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPADesignated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

FAR Clause # | Title | Date | Change
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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 on SAM.

(End of provision)
Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 22.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy) Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain) Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

_X_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.


_X_ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

_X_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

_X_ (v) 252.225-7035, Buy American Free Trade Agreements Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at https://www.acquisition.gov/. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the
representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. 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.

<table>
<thead>
<tr>
<th>FAR/DFARS Provision #</th>
<th>Title</th>
<th>Date</th>
<th>Change</th>
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

K-13 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offerors organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offerors organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offerors organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>PRICE</th>
<th>TOTAL QUOTATION</th>
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Governments requirements indicate that different quantities should be acquired.

(End of Provision)
(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).

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).

(End of provision)

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

"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.

(b) 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.

(End of provision)
(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.
(2) Date of license agreement.
(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
(5) Percentage or dollar rate of royalty per unit.
(6) Unit price of contract item.
(7) Number of units.
(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of Provision)
The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[  ] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _________________________
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[  ] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[  ] (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] Yes [ ] No

(End of provision)
The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] Yes  [ ] No

If the offeror checked Yes above, the offeror shall--

1. Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

2. Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that--

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that--

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

2. It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

(a) Definitions. Commercial derivative military article, commercially available off-the-shelf item, produce, required form, and specialty metal, as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). The offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.
(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of--

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(End of provision)
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PROPOSAL SUBMISSION

L.1.1 Introduction: This section contains general proposal submissions instructions as well as specific proposal requirements for the Modular Handgun System with regards to submitting the written, bid sample hardware and ammunition portions of the proposal.

L.1.2 General. The proposal shall be presented in sufficient detail to allow Government evaluation of response to the requirements of the RFP. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in the proposal. Please note that the Ammunition Proposal Submission, Bid Sample Hardware Submission, and Written Proposal Submission will be sent to different addresses which are delineated below.

L.1.3 Please do not wait until the last minute to submit your written, bid sample hardware and ammunition proposal. To avoid submission of late proposals, we recommend the transmission of your proposal package at least twenty-four (24) hours prior to the proposal due date and time. Proposals received after the date and hour specified will NOT BE ACCEPTED.

L.1.4 Ammunition Proposal Submission Instructions: The ammunition shall be shipped separately from the rest of the bid sample hardware proposal submission. The ammunition proposal submission shall be submitted to the following address below.

L.1.4.1 Ammunition Shipments shall be delivered to the following address:

Aberdeen Ammunition Management Branch
ATTN: Henry Reik (410) 278-4304
Bldg 714 Michaelsville Road
Aberdeen Proving Ground, MD 21005
DODAAC: W91CRE
Mark For: Mark McCormick

NOTE: The address provided directly above is for ammunition shipments ONLY

Ammunition Shipping: Offerors are required to obtain an Aberdeen Proving Ground (APG) Control Number, prior to shipping ammunition to the address below. The process of obtaining a Control Number takes approximately ten (10) business days and must be obtained approximately thirty (30) days prior to shipping; therefore, Offerors are advised to plan accordingly. A Control No. is required prior to shipment of the ammunition from the Offerors facility to the Government. Information required from the Offeror to process an Aberdeen Ammunition Control Number is as follows, and is required for each Caliber/Projectile type:

- Estimated Date of Arrival:
- From (Company/Location):
- Caliber/Projectile Type:
- Quantity:
- Lot Number(s):
- Hazard Class:
- Storage Compatibility Group:
- Net Explosive Weight:

NOTE: The information above should be sent to both POCs at the following email addresses:

Mr. Mark McCormick: mark.a.mccormick32.civ@mail.mil
Mr. George Niewenhous: george.b.niewenhous.civ@mail.mil

The information above will be used to generate an APG Ammunition Control Number. Once the numbers are established, they will be conveyed back to the Offeror. Control Numbers MUST be noted on all ammunition shipment paperwork.

Shipments without a Control Number will not be accepted.

Ammunition with a Government issued Control No. shall be received at the above address NO LATER THAN the date and hour outlined in the Modular Handgun System solicitation.

L.1.4.2 Bid Sample Hardware Proposal Submission Instructions: Offerors shall include with their bid sample hardware submission three (3) hard COPIES and one (1) COMPACT DISC (CD) of the Offeror’s Operations & Maintenance (O&M) Manual & Instructions for the handgun. The bid sample hardware proposal submission along with the required O&M manual and instructions shall be submitted to the address below NO LATER THAN the date and hour outlined in the solicitation.

Bid Sample Hardware, except ammunition, shall be delivered to the following:
L.1.5 Bid Sample and Hardware Submission

Sample hardware shall be representative of the Offeror's production processes and quality that can be expected in full rate production units. Offeror's hardware submission shall be verified for completeness. If it is determined that a part of the submission is missing the Offeror shall be notified and be given no more than 10 business days to complete the submission. Failure to submit within 10 business days will result in elimination from the competition.

NOTE: UID labels shall be applied to the serialized component of the handgun.

Interested Offerors must submit thirty-two (32) complete, identical, and functional bid samples of their proposed full size Modular Handgun System, and four (4) compact Modular Handgun System (if applicable). Each bid sample shall consist of the following:

L.1.5.1. Handgun: Each Offeror shall provide Modular Handgun System candidate systems (both full size and compact) in accordance with the Modular Handgun System Purchase Description (AR-PD-177). Interested Offerors must submit thirty-two (32) complete, identical, and functional bid samples of their proposed full size Modular Handgun System, and four (4) compact Modular Handgun System (if applicable). If the Offeror is submitting a one (1) gun solution, thirty-six (36) complete, identical, and functional bid samples are required. Single gun proposals will be evaluated against the requirements of both the full size and compact weapons. Standard commercial markings are acceptable for bid samples.

L.1.5.2. Removable Magazines: Each Offeror shall provide three (3) removable ammunition magazines per handgun to meet the following requirements. Full size pistols require two (2) Full Size Extended Capacity magazines and one (1) Full Size Standard Capacity. Compact pistols require one (1) Compact Standard Capacity magazine and two (2) standard magazines (as used in the full size handgun). If a single gun solution is proposed, two (2) Full Size Extended Capacity magazines and one (1) Full Size Standard Capacity magazine will be required to be submitted. The total number of magazines required for Bid Sample Testing should be: 200 extended magazines, 220 standard magazines (which includes 120 for the compact) and 60 compact magazines. The magazines shall allow for disassembly without the use of special tools, and shall not require any special tools to load. The term special tool is defined as a unique and/or new tool/device needed by the Soldier for the handguns routine operator-level maintenance, cleaning, and field stripping. For additional information on the magazine requirement, reference the Modular Handgun System Purchase Description (AR-PD-177) Paragraph 3.4.7.

L.1.5.3. Holster: Each Offeror shall provide thirty (30) right handed and ten (10) left handed sleeves that are compatible with the Improved Modular Tactical Holster (IMTH) Quick Disconnect (female adapter), PN 430952CT.

L.1.5.4 Magazine Pouches: Each Offeror shall provide eighty (80) MOLLE compatible magazine pouches. Each magazine pouch shall securely carry 1 extended magazine, in accordance with TM-10-8465-236-10. The magazine pouches shall have a cover to protect the magazine from environmental conditions, such as sand, dust, mud, etc. The magazine pouch shall have a drain hole. The magazine pouch shall be similar in form, fit and function as the currently issued magazine pouches listed here: NSN 8465-01-524-7361 9(Digital ACU) or 8415-01-519-6467 (Olive Drab) or 8415-01-519-5184 (Khaki).

L.1.5.5. Cleaning Kit: Each Offeror shall provide one (1) bore brush per handgun. The bore brush for the handgun shall be compatible with the currently issued cleaning rod: Rod, Cleaning, Cal .45, M4 Drawing number 5564102. A drawing for the currently issued cleaning brush tip is included for reference: Tip, Cleaning Brush Drawing number 5238602. These drawings are included as attachments.

L.1.5.6. Replacement Barrels and Spare and Repair Parts: Each Offeror shall provide replacement barrels, spare and repair parts, magazines, and spare supplies for the cleaning kits adequate to support the evaluation.

NOTE: A sufficient number of replacement barrels, magazines, spare and repair parts as determined by the Offeror, is required to support the following tests. Note that the quantities of ammunition below is a subset of the total quantities required as listed in paragraph L.1.5.11.

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<th>Test</th>
<th>Number of Guns</th>
<th>Rounds per Gun</th>
<th>Total Rounds</th>
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<tr>
<td>Reliability</td>
<td>3</td>
<td>12,500</td>
<td>37,500</td>
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L.1.5.7. Non-metallic Coupons: Each Offeror shall provide five (5) coupons (samples) of each type of non-metallic material used on the Modular Handgun System. The coupons shall be labeled to identify the associated handgun components. These coupons should be approximately \(\frac{\text{1}}{\text{4}}\) inch x 2 inches x 2 inches in size, and may be cut sections from actual components. For non-metallic components that are smaller than the suggested coupon size, an actual part may be submitted for testing. Non-metallic coupons are required in order to test chemical compatibility with non-destructive testing chemicals to prevent damaging test articles during NDT. The results from this test is not evaluated and will not impact evaluation of the weapon. THESE COUPONS/PARTS WILL NOT BE CONSIDERED SPARE PARTS FOR TESTING, WILL BE CONSIDERED TO BE UNSERVICEABLE FOR USE AS REPLACEMENT PARTS, AND ARE TO BE PROVIDED IN ADDITION TO THE SPARE PARTS REQUIREMENT FOR TESTING SUPPORT.

The Modular Handgun System will be subject to exposure to dye penetrant chemicals during Non Destructive Testing (NDT). Non-Destructive Testing will be performed upon initial inspection, at intervals of 4,000 rounds, and at final inspection. Sufficient spares and mandatory replacement parts (i.e.: roll pins, screws, etc) are to be provided to facilitate disassembly/ reassembly throughout the bid sample testing.

Any special tools required to support the Modular Handgun System during the live fire tests shall be supplied by the Offeror. Offerors will not be given the opportunity to provide additional spare and repair parts while testing is being conducted; therefore, all replacement barrels, magazines and spare and repair parts must be provided at the date/time of proposal submission, prior to initiation of testing. There is NO LIMIT to the number of spares that an Offeror can provide nor will an Offeror be negatively rated for providing extra spares. ANY CANDIDATE SYSTEM THAT DOES NOT MEET TEST REQUIREMENTS DUE TO PARTS BREAKAGE AND A LACK OF SPARE AND REPAIR PARTS WILL BE CONSIDERED NON-OPERATOR REPAIRABLE AND WILL BE DOCUMENTED AS A CLASS III FAILURE REGARDLESS OF THE TYPE OF FAILURE. ADDITIONALLY, ANY MODULAR HANDGUN SYSTEM CANDIDATE WHO RECEIVES A CLASS III FAILURE FOR INSUFFICIENT SPARES, WHICH INCLUDES MAGAZINES OR REPLACEMENT BARRES WILL BE RATED AS UNACCEPTABLE AND WILL BE ELIMINATED FROM FURTHER CONSIDERATION FOR CONTRACT AWARD. Failure definitions can be obtained from Section 4.8.1.3 and 6.7 of the Modular Handgun System Purchase Description (AR-PD-177).

L.1.5.8. Ransom Rest Inserts: Each Offeror shall provide two (2) Ransom Rest inserts for use with their full size candidate modular handgun systems. In addition, each Offeror will specify the torque to which the insert fasteners will be tightened for use in accuracy testing. Torque specifications shall be included with the Ransom Rest inserts. Specifications shall be provided in such a manner as to ensure the instructions are not lost during delivery to the Aberdeen Test Center.

L.1.5.9. Test/Mann Barrel: Each Offeror shall provide three (3) identical Mann Barrels with internal dimensions identical to that of their Modular Handgun System Candidate. Length of Mann Barrel shall be representative of the Offerors submitted Modular Handgun System Full Size Candidate.

L.1.5.10. Suppressor Kit: Each Offeror shall provide three (3) complete suppressor kits for their Full Size Modular Handgun System candidate submissions. A suppressor kit is necessary to allow a standard Modular Handgun System to be operationally capable of firing with the suppressor. This kit must include the suppressor, and may include any of the following, as necessary: a slide with taller sights, threaded barrel, adapters, etc. All components required to enable a suppressor to be attached must be interchangeable at the operator level. The government is verifying that the suppressor kit is functional. The suppressor is only to demonstrate that the weapon can be fired using the requested kit and will not be evaluated.

L.1.5.11. Ammunition: Each Offeror will be required to submit sufficient rounds of ammunition to conduct Bid Sample testing. At a minimum, Offerors shall provide 2,000 rounds of Ball, 60,000 rounds of Special Purpose (SP), and fifty (50) Dummy rounds. For additional information, see Purchase Descriptions AR-PD-180 for Ball ammunition, AR-PD-179 for SP ammunition, and AR-PD-184 for Dummy ammunition.

L.1.5.12. Headspace Gage Set: Each Offeror shall provide a headspace gage set. The headspace gage set shall include, at a minimum, one (1) GO and one (1) NO-GO gage. Preferred would be an incrementally sized set. The Offeror shall include headspace gauging instructions.

L.1.5.13. Magazine Loaders: To facilitate testing, the Government will be utilizing the pistol magazine speed loaders. The magazine loader will be the UPLULA loader, P/N UP60B, produced by maglula Ltd. If the Uplula magazine loader is incompatible with the Offerors magazines, or if the Offeror prefers a different magazine loader, the Offeror shall provide thirty-six (36) alternate magazine loaders.

L.1.5.14. Operations & Maintenance Manuals/Instructions: Each Offeror shall provide commercial operator/maintenance manuals that describe the operation and/or maintenance (O&M) requirements for their Modular Handgun System submissions. Note that the following five (5) groups of non-mating parts are to be interchanged during the Parts Interchangeability subtest conducted during the Bid Sample Test.
Note: The lubricants/cleaning solvents used by the Government during this evaluation and the down-select evaluation are limited to the following:

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<th>Description</th>
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<tr>
<td>Cleaner, Lubricant and Preservative (CLP)</td>
<td>9150-01-102-1473</td>
</tr>
<tr>
<td>Lubricant Oil, Arctic Weapons (LAW)</td>
<td>9150-00-292-9689</td>
</tr>
<tr>
<td>Breakthrough</td>
<td>9150-00-M04-3283</td>
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L.1.5.15. Safety Assessment Report: The Offeror shall include a Safety Assessment Report (SAR) with their proposal as a separate attachment. This will provide a comprehensive evaluation of the risk being assumed prior to test or operation of the system. HARD COPIES of the SAR must be provided with the written technical proposals.

L.1.5.16. Safety Assessment Report Content: The Offeror shall perform and document a safety assessment to identify all safety features of the hardware and system design and to identify procedural and hardware-related hazards that may be present in the system being acquired, including specific procedural controls and precautions that should be followed. The safety assessment shall:

1) Provide definitions for severity and probability for any identified hazards and the ranking of the hazards (high, medium, or low) based upon the combination of the severity and probability.

2) Provide the results of: analyses and tests performed to identify hazards inherent in the system, including those hazards that still have a residual risk; the actions that have been taken to reduce the associated risk to an acceptable level; results of tests conducted to validate safety criteria, requirements and analyses; and the results of the safety program efforts. Include a list of all significant hazards along with specific safety recommendations or precautions required to ensure safety of personnel, property, and the environment. Categorize the list of hazards as to whether or not they may be expected under normal or abnormal operating conditions.

3) List any hazardous materials generated by or used in the system, including: identification of material type, quantity, and potential hazards; safety precautions and procedures necessary during use, packaging, handling, storage, transportation, and disposal (e.g., explosive ordnance disposal). Include all explosives hazard classifications, and a copy of the Material Safety Data Sheet (OSHA Form 174, or equivalent manufacturers format).

4) Conclude with a signed statement from either a chief level engineer in the safety or quality division or higher that all identified hazards have been eliminated or their associated risks controlled to acceptable levels, and that the system is ready to test or operate or proceed to the next acquisition Phase.

L.1.5.17. Copyright Release Letter: The contractor shall provide one signed copyright release letter citing the solicitation number that gives the Government permission to reproduce, modify and use any copyright information, for Government use, including the training manuals, and manuals detailing vendors components and parts. This copyright release shall be valid throughout the source selection and incorporated into any resulting contract.

L.1.5.18. Ammunition Data (For Non-DOD Standard Ammunition): Offerors shall provide velocity data and pressure data in accordance to ANSI/SAAMI Z.299.3-1993, Section I-Characteristics. See Velocity Data Interpretation and Pressure Data Interpretation sections. Ammunition Data is to be sent along with the ammunition delivery. The Offeror shall provide General Cartridge Specifications that include, but is not limited to, the following: cartridge weight, case material, bullet weight, bullet core material, bullet jacket material, powder type, primer type, nominal powder charge weight.

The Offeror shall include drawings: Top Level drawings for the cartridge and bullet with key dimensions (overall length, diameter etc.)

The Offeror shall provide any energetic material test data performed in accordance with the AOP-7 and STANAG 4170 and a complete energetic material composition list for the energetic found in the cartridge. The Offeror shall also provide Safety Data Sheets for all energetic materials."

NOTE: All bid sample hardware, with the exception of ammunition, will be returned in an as tested condition to each of the unsuccessful Offerors. These items will be returned to the respective Offeror to the same address from which it was received.

L.2 WRITTEN PROPOSAL INSTRUCTIONS:

L.2.1 General: Offerors shall include in their written proposal submission the proposal Volumes I through VIII (Five (5) Hard Copies and
five (5) Compact Discs (CD), the Copyright Release Letter on one (1) CD, and the Safety Assessment Reports on one (1) CD along with one (1) Hard Copy of O&M Manual/Instructions to the address identified below NO LATER THAN the date and hour outlined in the Modular Handgun System RFP. The written proposal submission shall be signed by the person authorized to enter into the proposed contract on behalf of the Offeror.

L.2.1.1 Written Proposals shall be delivered to the following:

Army Contracting Command—NJ
ATTN: Vincent Turco, (ACC-NJ-SW)
Telephone: (973) 724-2016
Phipps Road, Bldg 9
Picatinny Arsenal, NJ 07806-5000
Email: vincent.f.turco.civ@mail.mil

Please note that electronic e-mail proposal submissions will not be accepted. Please DO NOT SHIP and Classified Information to the address above.

L.2.1.2 Offerors shall provide information by addressing each Factor/Sub-Factor in the format and sequence identified in the solicitation. The Offerors must provide information in sufficient detail to allow the Government to make a best value assessment of the Offerors capability to support the proposed response to the evaluation criteria. Proposals that do not contain the information requested in the solicitation risk being determined unacceptable by the Government. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in the proposal.

L.2.1.3 The proposal must not merely repeat the solicitation requirements, but rather must provide convincing documentary evidence in support of conclusive statements of how contract requirements will be met.

L.2.1.4 The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of proving acceptability remains with the Offerors.

L.2.1.5 The Government intends to make up to three (3) awards. Proposals that do not contain the information requested in this solicitation risk being determined Unacceptable by the Government. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in the proposal.

L.2.1.6 Proposals shall be valid for 18 months after solicitation closing date.

L.2.2 All questions concerning this procurement, either technical or contractual, must be submitted in writing to the Contracting Officer. No direct discussion between the technical representative and a prospective Offeror will be conducted. Questions shall be sent to the following point of contact, and proposals shall be submitted to the following point of contact:

Army Contracting Command New Jersey
ACC-NJ-SW, Bldg. 9
ATTN: Vincent Turco
Telephone: (973)724-2016
Picatinny Arsenal, NJ 07806-5000
E-mail: vincent.f.turco.civ@mail.mil

L.2.3 The proposal shall consist of the following:

L.2.3.1 Each proposal shall be submitted in the English language and consist of and include all of the following:

a. One (1) signed and completed paper copy of the attached Standard Form 33 (SF 33) and continuation sheets (Sections A through M) signed by a person authorized to enter into the proposed contract on behalf of the Offeror. Acknowledgment of all amendments to the solicitation and all continuation sheets are to be filled in as directed, i.e., proposed prices in the Pricing Matrices in Section B, any fill-ins required, such as Contract Data Requirements List: DD Form 1423 with Blocks 17 and 18 completed if required, and Certifications and Representations in Section K. Offerors are directed to thoroughly read the solicitation and fill in the required information in the appropriate solicitation clauses. For any fill-ins that are not applicable, the Offeror must acknowledge by indicating N/A. The proposal must also include computation for the use of Government-Owned Production and Research Property, if applicable.

b. Original and four (4) paper copies for a total of five (5) paper copies, and five (5) electronic CD copies of the proposal volumes I-VIII, compiled using the Microsoft Office for Windows suite of applications, submitted on a single-write CD-ROM to prevent accidental erasure of the data therein, formatted for a MS Windows compatible computer. The Price Factor shall be contained on a separate CD from non-price Factors. Price breakdown will include MS Excel spreadsheets with formulae intact. If the Offeror provides electronically compressed files, all of the proposal files shall be compressed (zipped) into one file using WinZip version 6.2 or later, or the Offeror
shall include the software used to compress and expand the proposal files, to include documentation. Process flows may be delivered in hard copy if not compatible with the above software. CD copy must mirror the submitted hard copies. If the CD copy and hard copy differ, the CD copy supplied for each Factor will be used for the evaluation. Each CD must be clearly marked with Offerors Name and Solicitation Number. Alternatively, files may be provided in Portable Document Format (.pdf).

c. Representations through System for Award Management: The purpose of electronic Representations and Certifications is to provide all Offerors with a portal in which to submit Reps/Certs in a publicly accessible format, nullifying the requirement to submit identical information in response to each and every Federal contract solicitation. As a requirement under the instant solicitation, all Offerors must submit Reps/Certs data into the System for Award Management (S.A.M.) at https://www.sam.gov/ and provide one (1) electronic copy (on CD) submitted as a .XPS file. Any Offeror that has previously submitted Reps/Certs data into SAM is reminded to update the data prior to submitting with the proposal.

L.2.3.2 Each Large Business Offeror shall provide a Small Business Subcontracting Plan that contains all the elements required by FAR 52.219-9, alternate II. The small business subcontracting plan shall be included in Volume VIII. This plan shall be incorporated into any resultant contract in reference to this RFP.

L.3 FORMAT FOR PROPOSALS

L.3.1 The Offerors proposal will be submitted in severable volumes based on the Factors as set forth below and all information specific to each Factor will be confined to that volume. Each proposal must include all volumes and shall be submitted by the closing date and time of the solicitation. Failure to provide any volume may result in the proposal being given an Unacceptable rating. Information provided shall be specific to each Factor.

| Volume I | Written Technical Factor (less than or equal to 100 pages) |
| Volume II | Production/Manufacturing Factor (less than or equal to 100 pages) |
| Volume III | Price Factor (no page limit) |
| Volume IV | License Rights - Ammunition Factor (no page limit) |
| Volume V | License Rights Handgun and Accessories Factor (no page limit) |
| Volume VI | Past Performance Factor (no page limit) |
| Volume VII | Small Business Participation (no page limit) |
| Volume VIII | Solicitation, Offer and Award Documents and Certifications/ Representations/ Small Business Subcontracting Plan (no page limit) |

L.3.2 Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. A Table of Contents should be created using the Table of Contents feature in MS Word. MS Word (.doc) files shall use the following page setup parameters:

Margins Top, Bottom, Left, Right - 1
Gutter 0
From Edge Header, Footer 0.5
Page Size, Width 8.5
Page Size, Height 11

L.3.3 Length:

L.3.3.1 Each volume shall be as brief as possible, consistent with complete submission. The page count will be made by counting the pages from left to right, consecutively. Pages that exceed the page limitation will be returned to the Offeror and will not be evaluated. Each paragraph shall be separated by at least one (1) blank line. A standard, 12-point minimum font size applies. Ariel or Times New Roman fonts are required. Table and illustrations may use a reduced font size not less than eight (8) point and may be landscape. Annexes, documentation and attachments that are submitted by the Offeror, which are not required as part of the RFP, will count against the page limitations. If pages are printed on both sides, each side will count as a separate page. The following will not count against page limitations: volume title pages, table of contents pages, cross-referencing pages, acronym lists and page dividers (used to separate proposal sections). Pages should not exceed 8-1/2 inches in width by 11 inches in length; foldout pages depicting such items as sketches, factory floor layouts, etc. may be used, with each fold counted as one page.

L.3.3.2 Deviation from Requested Format. Request for deviations from the requested format shall be submitted to the Procuring Contracting Officer (PCO) no later than 15 days after release of the solicitation. Offerors shall provide an explanation, in a clearly relatable format such as a matrix, of any differences between the manner in which the proposal was requested and the manner in which it is proposed to be submitted.

L.3.3.3 The Offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. Offerors shall provide a proposal that, at a minimum, addresses those evaluation Factors and Sub-Factors required in Section M of the RFP. Each proposal shall address the requirements of Statement of Work (Section C).

L.3.3.4 File Packaging – All of the proposal files shall be compressed (zipped) into one file using WinZip version 6.2 or later, or as
L.4 SPECIFIC PROPOSAL INSTRUCTIONS:
Offerors are responsible for including sufficient details (i.e. drawings, test data) to permit a complete and accurate evaluation strictly from a technical standpoint. The Offeror shall provide detailed narrative discussions that address the SOW, the Purchase Descriptions, and the Contract Data Requirements List (CDRLs) of the solicitation, as applicable. All information and data provided shall be specific to the Modular Handgun System, components and assemblies, except for the area of Past Performance. In the response to the Request for Proposal the Offeror must address the following Factors and Sub-Factors:

L.4.1 BID SAMPLE TEST AND PROPOSAL EVALUATION

L.4.1.1 Factor 1: Bid Sample Test - Technical

L.4.1.1.1 Sub-Factor 1: Initial Reliability Full Size or Single Gun Candidate
The Offeror shall provide bid sample full size or Single Gun Candidate handguns, magazines, spare parts, ammunition, operator and maintenance manuals, cleaning kits and special tools (if needed) as described in section L of the solicitation as described in paragraph L.1.5.

L.4.1.1.2 Sub-Factor 2: System Accuracy - Isolated (no soldier in the loop)
The Offeror shall provide bid sample handguns, magazines, Ransom rest mount inserts, spare parts, ammunition, operator and maintenance manuals, cleaning kits and special tools (if needed) as described in paragraph L.1.5.

L.4.1.1.3 Sub-Factor 3: Characteristics of the Projectile
The Offeror shall provide bid sample ammunition as described in paragraph L.1.5.11.

L.4.1.1.4 Sub-Factor 4: Joint Warfighter Ergonomics
The Offeror shall provide in the operator manual a detailed description of the ergonomic aspects of their pistol. This manual shall clearly detail the steps required to make adjustments to trigger reach, pistol grip, or any other adjustable components to fit the range of Users expected to utilize the Modular Handgun System. Configurability will be evaluated based on ease of reconfiguration, ergonomic accommodation and effectiveness for the 5th to 95th percentile warfighter. The manual should also depict reconfiguration options and instructions to adjust controls from right to left handed use at the operator level.

L.4.1.2 Factor 2: Bid Sample Test - Other

L.4.1.2.1 Sub-Factor 1: Early Warfighter Acceptance
The Offeror shall provide bid sample handguns, magazines, holster sleeves, ammunition, magazine pouches, cleaning kits, operator manuals, and special tools (if needed) as described in the paragraph L.1.5.

L.4.1.2.2 Sub-Factor 2: Initial Reliability - Compact Function (or single gun candidate)
The Offeror shall provide compact bid sample handguns (unless a single gun solution is being proposed, in which case an additional number of handguns will be provided), magazines, spare parts, special purpose ammunition, operator and maintenance manuals, cleaning kits and special tools (if needed) as described in section L of the solicitation.

L.4.1.3: Factor 3: Written Technical
In this written volume, no hardware is required. The Offeror shall address the following:

L.4.1.3.1 Characteristics of the Cartridge
The Offeror shall provide documentation to:
- assess energetic material used for propellant and primer; and
- verify the difference of appearance between the Dummy round and all other rounds. Note that the dummy rounds are to be silver in appearance to make it easy to identify as a non-live round. For safety purposes, the live rounds must not look like the dummy rounds. See paragraph 3.4.3.2 3.4.3.3 of AR-PD-184 for more information.

L.4.1.3.2 CCMCK
The Offeror shall provide a written description of the following:
The maturity of a handgun conversion kit to fire the M1041 ammunition from the Offerors candidate full size and compact handguns. If no handgun conversion kit is currently available, the Offeror will provide a written plan to develop the capability for future verification testing.
The Offeror shall provide a schedule to provide capability to the Government for verification testing.

L.4.1.3.3 Blank Ammunition
The Offeror must submit a proposal for a blank handgun conversion kit for both the full size and compact handguns, and blank ammunition.
L.4.1.3.4 Parts Commonality

The vendor shall provide information regarding parts commonality between the full size and compact size handguns (if applicable). Commonality will be based on the number of common parts between the two configurations. Configurable components that are used for the purposes of ergonomics will also be counted toward the commonality calculation. A handgun submitted as a single solution will be considered to have 100% parts commonality. Information shall be provided in spreadsheet format for ease of comparison.

L.4.1.4 Factor 4, License Rights (LR) - Ammunition

Areas of consideration for the shall be the ball ammunition, special purpose ammunition, blank firing cartridge, and dummy round.

L.4.1.4.1 This text defines MHS Purpose Rights License for reference in this solicitation and specifically in sections L and M. Should an offeror offer to grant the MHS Purpose Rights License and the Government accept, Section H of the contract shall be modified to reflect the actual grant of data and patent rights and patents and patent applications covered by the license.

MHS purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. MHS purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

MHS purpose rights means the rights to any technical data or patents to

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction;

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for any MHS purpose.

(iii) Practice, or have practiced for or on its behalf, the below identified patents, patent applications and any patents issuing from such applications throughout the world.

[List to be determined based on the Offerors disclosure of background patents and patent applications]

L.4.1.4.2 Background Patent means any U.S. or foreign patent or U.S. or foreign patent application covering an invention or discovery which is not a subject invention (as defined in FAR 52.227-11) and which is owned or controlled by the Offeror at any time through the completion of this contract.

L.4.1.4.3 The Offeror shall submit a complete license proposal that clearly outlines all terms and conditions required to grant license rights with clear definitions as to what will trigger the grant of the license rights. The proposal must list all costs to the Government including any minimum quantity required to be purchased by the Government, any cost to purchase the Technical Data Package (TDP) or rights in Offerors background patents, minimum time in months to acquire technical data and patent rights, and any limitations that may be imposed. (Any royalty costs for third party patents for use in the contract shall be disclosed in accordance with FAR 52.227-6.)

The proposal from an Offeror with background intellectual property and who chooses not to propose license rights will be so evaluated in accordance with the color/adjectival ratings in Section M of the solicitation. However, to the extent known at the time an offer is submitted to the Government, the Offeror is still required to identify the technical data, algorithms, or computer software that the Offeror (including its potential subcontractors or suppliers) asserts should be furnished to the Government with restrictions on use, release, or disclosure in accordance with Section I of the RFP. The identification shall include, but not be limited to, the Offerors background U.S. or foreign patents, or the Offerors background pending patent applications covering any ammunition type such as ball ammunition, special purpose ammunition, blank firing cartridges or dummy rounds, or portions thereof, that have been proposed for this contract.

L.4.1.4.4 The license rights are desired to be delivered as follows:

Ammunition - The license rights to the technical data and the Offerors background patents are desired to be delivered to the Government within two (2) years of contract award with sufficient technical data rights and background patent rights to allow for full and open competition of the Modular Handgun System associated ammunition design and potentially secure a second source of each of the ammunition types including ball, Special Purpose, dummy, and blank rounds. The earliest use of the technical data rights and background patent rights will be on the next ammunition contract that will follow the completion of the five (5) year Modular Handgun System ammunition contract. It is highly desirable to receive the technical data with sufficient technical data rights and background patent rights to allow for future full and open competition of the ammunition design upon the selection of a single Awardee.

The submission shall include a complete license rights proposal that clearly outlines all the terms and conditions required to grant license rights with a clear definition as to what conditions are to be met to provide license rights. This may be accomplished through a royalty, minimum units to be purchased, lump sum license fee, or alternative approach for the license rights. If the Offeror elects to
submit a lump sum fee for license rights, the Offeror shall specify that portion of the proposed lump sum price that is associated with the cost to the Government to obtain these rights to background intellectual property. The pricing shall be provided for each separate item of data or software for which limited rights or background patent rights are claimed. The Offeror shall provide a brief description of the methodology or rationale used in determining the value of license rights for each separate item of data claimed.

The submission shall include a complete license rights proposal that clearly outlines all terms and conditions required to grant license rights with a clear definition as to what conditions are to be met to provide license rights. This may be accomplished through a royalty, minimum units to be purchased, lump sum license fee, or alternative approach for the license rights. If the Offeror elects to submit a lump sum license fee for license rights, the Offeror shall specify that portion of the proposed lump sum price that is associated with the cost to the Government to obtain these rights to background intellectual property. The pricing shall be provided for each separate item of data or software for which limited rights or background patent rights are claimed. The Offeror shall provide a brief description of the methodology or rationale used in determining the value of license rights for each separate item of data or software claimed.

L.4.1.5 Factor 5, License Rights (LR)  Handgun and Accessories

L.4.1.5.1 Sub-Factor 1 Handgun

L.4.1.5.1.1 This text defines MHS Purpose Rights License for reference in this solicitation and specifically in sections L and M. Should an offeror offer to grant the MHS Purpose Rights License and the Government accept, Section H of the contract shall be modified to reflect the actual grant of data and patent rights and patents and patent applications covered by the license. MHS purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. MHS purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

MHS purpose rights means the rights to any technical data or patents to

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction;

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for any MHS purpose.

(iii) Practice, or have practiced for or on its behalf, the below identified patents, patent applications and any patents issuing from such applications throughout the world.

[List to be determined based on the Offerors disclosure of background patents and patent applications]

L.4.1.5.2 Background Patent means any U.S. or foreign patent or U.S. or foreign patent application covering an invention or discovery which is not a subject invention (as defined in FAR 52.227-11) and which is owned or controlled by the Offeror at any time through the completion of this contract.

L.4.1.5.3 Sub-Factor 1 Handgun

L.4.1.5.3.1 The Offeror shall submit a complete license proposal that clearly outlines all terms and conditions required to grant license rights with clear definitions as to what conditions are to be met to provide license rights. The proposal must list all costs to the Government including any minimum quantity required to be purchased by the Government, any cost to purchase the Technical Data Package (TDP) or rights in Offerors background patents, minimum time in months to acquire technical data rights, and any limitations that may be imposed. (Any royalty costs for third party patents for use in the contract shall be disclosed in accordance with FAR 52.227-6.)

L.4.1.5.3.2 The proposal from an Offeror with background intellectual property and who chooses not to propose license rights will be so evaluated in accordance with the color/adjetival ratings in Section M of the solicitation. However, to the extent known at the time an offer is submitted to the Government, the Offeror is still required to identify the technical data, algorithms, or computer software that the Offeror (including its potential subcontractors or suppliers) asserts should be furnished to the Government with restrictions on use, release, or disclosure in accordance with Section I of the RFP. The identification shall include, but not be limited to, the Offerors background U.S. or foreign patents, or the Offerors background pending patent applications covering any full size and/or compact handgun, or portions thereof, that have been proposed for this contract.

L.4.1.5.3.3 The license rights to the technical data and the Offerors background patents for the full size and compact handguns are desired to be delivered to the Government within three (3) years from the date of the production award with sufficient technical data and background patent rights to allow for full and open competition of the spare parts for the full size and compact Modular Handgun. It is highly desirable to receive the technical data with sufficient rights to allow for future full and open competition of the handgun design upon the selection of a single Awardee.
L.4.1.5.4 Sub-Factor 2 Accessories

L.4.1.5.4.1 The Offeror shall submit a complete license proposal that clearly outlines all terms and conditions required to grant license rights with clear definitions as to what conditions are to be met to provide license rights. The proposal must list all costs to the Government including any minimum quantity required to be purchased by the Government, any cost to purchase the Technical Data Package (TDP) or rights in Offerors background patents, minimum time in months to acquire technical data rights, and any limitations that may be imposed. (Any royalty costs for third party patents for use in the contract shall be disclosed in accordance with FAR 52.227-6.)

L.4.1.5.4.2 The proposal from an Offeror with background intellectual property and who chooses not to propose license rights will be so evaluated in accordance with the color/adjectival ratings in Section M of the solicitation. However, to the extent known at the time an offer is submitted to the Government, the Offeror is still required to identify the technical data, algorithms, or computer software that the Offeror (including its potential subcontractors or suppliers) asserts should be furnished to the Government with restrictions on use, release, or disclosure in accordance with Section I of the RFP. The identification shall include, but not be limited to, the Offerors background U.S. or foreign patents, or the Offerors background pending patent applications covering any Accessories such as Suppressor Conversion Kit(s), Blank Firing Conversion Kit(s), and Conversion Kit(s) for the M1041 cartridge, or portions thereof, for both the full size and compact handguns, that have been proposed for this contract.

L.4.1.5.4.3 The license rights to the technical data and the Offerors background patents for the Suppressor Conversion Kit(s), Blank Firing Conversion Kit(s), and Conversion Kit(s) for the M1041 cartridge for both the full size and compact handguns are desired to be delivered to the Government within three (3) years of the production award. It is highly desirable to receive the technical data with sufficient rights to allow for future full and open competition of the accessory kits upon the selection of a single Awardee.

L.4.1.6 Factor 6, Production/Manufacturing

L.4.1.6.1 Sub-Factor 1: Ammunition Production/Manufacturing. The Offeror shall provide a Production/Manufacturing plan that shows how the Offeror will meet the Government’s ammunition requirements and the capability to meet the ammunition production rates identified in Section F of the contract. The submission shall include a description of the current facility available to produce the associated ammunition for five years. The Offeror shall detail current facility capacity to allow evaluation of whether the Offeror (or the Offerors subcontractor) currently has sufficient facility capacity to meet the ammunition production rates, see RFP Section F for both ammunition sources cited in the proposal.

The proposal shall include the following:

1. Capability: The Offerors manufacturing plan with descriptions of proposed manufacturing facilities, equipment, processes, skills, and expertise necessary to ensure compliance with the corresponding PDs to determine if the Offeror fully comprehends the manufacturing requirements.

2. Capacity: The Offerors plan will be assessed to determine the understanding of the Government’s production requirements and existing capability to meet the ammunition production rates identified in Section F of the RFP. The Offeror must provide evidence of their monthly capacities for multiple cartridge types to meet contract schedule.

3. Delivery: The Offerors plan shall include monthly quantities over the delivery period.

L.4.1.6.2 Sub-Factor 2: Handgun Production/Manufacturing. The Offeror shall provide a Production/Manufacturing plan that shows how the Government’s handgun requirements will be met and the capability to meet the Modular Handgun System production rates identified in Section F of the RFP. If facility expansion is planned, a detailed plan will be provided to the Government that demonstrates the adequacy of the expansion plan to meet the contract requirements. For Contractors without a U.S. manufacturing capability, the Government will evaluate the adequacy and feasibility of the plan to manufacture the candidate handgun system in the U.S., which is desired within three (3) years of the production award. The Offeror shall describe its plant production capacity. The submission shall include a description of the current facility available to produce the Modular Handgun System. The Offeror shall detail current facility capacity to allow evaluation of whether the Offeror currently has sufficient facility capacity to meet Modular Handgun System production rates, see RFP Section F.

The Production/Manufacturing Plan for the handgun shall include available equipment, people, and space. The Plan shall also account for the effect of the production of other products upon this available capacity. The Plan shall include at a minimum the following information with supporting detail:

(1) What is the Offerors current production capacity?
   a. Number of production shifts currently operating
   b. Number of direct (touch) labor employees
   c. Number of indirect labor employees
   d. Is the facility operating at 100% capacity?
(2) What is the Offeror's current facility size?
   a. Total available space
   b. Space currently being used
      - square feet, assembly
      - square feet, packaging
      - square feet, warehouse
      - square feet, fabrication (if applicable)

(3) What is the Offeror's current workload?
   - percent commercial
   - percent Army
   - percent other

(4) What specific equipment does the Offeror currently have on hand to fabricate, inspect, assemble, package, and test the Modular Handgun System?

(5) Does the Offeror need to purchase any additional or special equipment or subcontract the effort? If yes, specify the equipment and anticipated lead time. If subcontracting, please specify what processes or items.

(6) If necessary, the Offeror shall include a viable plan for expansion which describes in detail the steps the Offeror plans to take in order to increase capacity to meet the Modular Handgun System production rates.

(7) In addition, it is desired that any Offeror without a U.S. manufacturing facility, as a part of their proposal, submit a plan that outlines their plan to manufacture the candidate handgun system in the U.S. which is desired within three (3) years of the production award.

NOTE: This facility capacity must consider all major sub-contractors and suppliers

L.4.1.6.3 Sub-Factor 3: Program Management Plan.

The Offeror shall provide:

   a Program Management Plan enabling the Government to evaluate the Offeror's comprehension of the requirements of the RFP, and knowledge and experience to support a contract for full rate production in accordance with Section F of this RFP.

   a description of the Offeror's approach to any teaming structure, organizational reporting lines, and key positions within the organization to determine if the proposed structure demonstrates an effective approach to program management.

   a plan to schedule and manage varying preproduction and production requirements (such as acceptance inspection equipment submissions and first article acceptance test plans), production schedules, changing technical and resource requirements and start-up of differing manufacturing lines at different times to assess the likelihood of the Offeror to meet the required program planning, scheduling and execution requirements.

   In addition, the contractor should have an established configuration management plan that can be easily implemented during the Production Verification Test (PVT) phase of the program. In preparation for the program entering the Production and Deployment phase, the configuration management plan shall allow for easy transition to the Government at time of contract award.

L.4.1.6.4 Sub-Factor 4: Quality Plan
The Offeror shall provide a Quality Plan enabling the Government to evaluate the Offeror's comprehension of the requirements of Section F/Deliveries or Performance, of the RFP, and knowledge and experience to support a contract for full rate production. The submission shall include the quality system compliance/certification status, and a description of the current or planned programs that will be in place for the production of the Modular Handgun System, to include lot traceability and vendor/subcontractor oversight. The submission shall include a description of inspection processes to include, but not limited to: incoming inspections; in-process inspections and controls; and final inspections that illustrate the contractors level of understanding. In addition, the Quality Plan shall include a system to address non-conforming materials and corrective actions in the event of a non-conformance. This quality plan must consider the implementation of quality control measures on all sub-contractors and suppliers.

L.4.1.7 Factor 7: Price

L.4.1.7.1 The Offeror shall submit pricing in solicitation attachment entitled MHS_Section_B_Full_&_Compact.xlsx OR MHS_Section_B_One_Gun.xlsx (depending on whether the offeror proposes a one or two gun solution) for all priced CLINs including all quantity ranges and ordering periods, when applicable. Offerors must propose on all line items in order to be considered for award.

L.4.1.7.2 Each Offeror must propose a firm-fixed-price for First Article Test CLINS for all ordering periods. Failure to provide a price for FAT may result in the offer not being considered for award. The proposed price for production CLINS shall be inclusive of all fabrication, testing, inspection, packaging and delivery of the solicited item. The Offeror is not to propose separate prices for Lot
Acceptance Testing (LAT). LAT testing will be included and made part of the production unit prices. Offerors shall also complete the
computation for the Use and Rental of Government property, if applicable.

L.4.1.7.3 Spare Parts - Each Offeror must propose a firm-fixed-price for ALL Spare Parts for the handguns (Full Size and Compact or One
Gun Solution) submitted as applicable. Offerors shall also include the appropriate unit of issue (e.g., EA, LT, PK, PG) and provide
details regarding number of items per the unit of issue (e.g., 10 items to a pack (PK), 50 items to a package (PG)) in the remarks
field. Additionally, offerors are required to segregate spare parts by high and low consumption and propose utilizing the appropriate
quantity ranges included in the solicitation as follows:

<table>
<thead>
<tr>
<th></th>
<th>High Consumption</th>
<th>Low Consumption</th>
</tr>
</thead>
<tbody>
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<td>Spares Common to Full</td>
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<td>for Full Size</td>
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</tbody>
</table>

L.4.1.7.4 HUBZone - Any HUBZone Small Business Concern shall provide proof of HUBZone certification with its proposal submission.

L.4.1.7.5 Unbalanced Pricing - If the Offerors unit prices appear unbalanced when comparing them from quantity range to quantity range
or ordering period to ordering period, the Offeror shall provide documentation, including calculations and supporting rationale,
explaining the apparent unbalanced pricing.

L.4.1.7.6 Evaluation Procedures for Use and Rental of Government Property. In accordance with FAR 45.202(a), the Government shall
consider any potentially unfair competitive advantage that may result from an Offeror using Government property. To eliminate the
competitive advantage, a rental equivalent evaluation factor shall be added to each offer which is predicated on the use of Government
property. Offerors shall refer to Local Clause 52.245-4003 Evaluation Procedures for Use and Rental of Government Property.

L.4.1.8 Factor 8, Past Performance

L.4.1.8.1 Offerors shall identify pertinent past history, which indicates that similar efforts of equal or greater complexity have been
performed using the Offerors existing plant capability and demonstrate satisfaction of customer requirements.

L.4.1.8.2 Offerors shall submit a list of all recent Government contracts (prime and major subcontracts) currently being performance or
awarded within the past three (3) years, or awarded earlier than three (3) years ago, but for which deliveries/performance occurred or
were scheduled to occur within the past three (3) years, which are relevant to the efforts required by the solicitation. Data concerning
the prime Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. Offerors are reminded
that both independent data and data provided by the Offerors in their proposals may be used to evaluate the Offerors past performance.
The Government plans to rely on existing documentation from Federal databases to the maximum extent practicable. Sources of existing
information available to the Government include, but are not limited to, Past Performance Information and Retrieval System (PPIRS),
Federal Awardee Performance and Integrity Information System (FAPIIS), and Electronic Subcontract Reporting System (eSRS). The
Government may use past performance information obtained from sources other than those identified by the Offeror. The Government
reserves the right to use or not use past performance information submitted by the Offeror based on whether or not adequate recorded
past performance information is available in its Federal databases. Since the Government may not necessarily interview all of the
sources provided by the Offerors, it is incumbent upon the Offeror to explain the relevance of the data provided. The burden of
providing thorough and complete past performance information remains with the Offerors. Proposals that do not contain the information
requested by this paragraph may result in rejection or receipt of a high performance risk evaluation by the Government. This volume
shall be organized into the following sections:

(i) Section 1 Contract Descriptions. This section shall include the following information in the following format:

(a) Contractor/Subcontractor place of performance, Commercial and Government Entity (CAGE) Code and Data Universal Numbering System
(DUNS) Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC)
within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).  

PLEASE NOTE: While an Offeror may submit past performance information on relevant efforts where they performed as a major
subcontractor, the Government does not have privity with subcontracts and therefore, may not be able to obtain qualitative information.
(b) Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.

(c) Government's technical representative/COR, and current e-mail address, telephone and fax numbers.

(d) Government contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax numbers.

(e) Government contract administration activity's Pre-Award Monitor's name and current e-mail address, telephone and fax numbers.

(f) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, also include Delivery Order Numbers.

(g) Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc)).

(h) Awarded price/cost.

(i) Final or projected final price/cost.

(j) Original delivery schedule, including dates of start and completion of work.

(k) Final or projected final, delivery schedule, including dates of start and completion of work.

(2) Section 2 - Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of the solicitation.

(a) For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver shall be addressed with respect to causes and corrective actions. The Offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the Offeror or proposed subcontractor. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

(b) For all contracts, the Offeror shall provide data on all manufacturing warranty returns. Data shall delineate total number of warranty returns, number of Could Not Duplicate (CND), number of failures attributable to GFE component failures, and number and nature of failures attributable to the Offerors delivered product.

(3) Section 3 Subcontracts. Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the Offerors corporate entity and among the proposed subcontractors. The information provided for the prime Offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government SOW subparagraph number. This includes all major subcontractors who will be providing critical hardware/services or whose subcontract is for more than 25% of the total proposed price.

(4) Section 4 New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

(5) Past Performance Questionnaire. For all contracts identified in Section 1, Past Performance Questionnaires must be completed and submitted. The Offeror shall complete Part I of the Past Performance Questionnaire and e-mail the questionnaire to both the Government contracting activity and technical representative responsible for the past/current contract. The POCs shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contracting Officer, no later than the date and time of the solicitation closing, to kevin.p.puma.civ@mail.mil and carbon copy (cc) vincent.f.turco.civ@mail.mil . The Offeror shall also e-mail to the Contracting Officer a list of all the POCs who were sent a questionnaire, no later than the date and time of the solicitation closing. The POC List shall be submitted in MS Word Table Format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-Mail Address; Date E-Mailed to POC (month/day).

L.4.1.9 Factor 9, Small Business Participation

L.4.1.9.1 The Small Business Participation Factor Volume is comprised of a single chapter. Offerors are responsible for including sufficient detail to permit a complete evaluation. Any information provided as part of the Small Business Participation Factor Volume may be used to correlate the evaluation of the other proposal volumes.
L.4.1.9.2 This provision applies to every Offeror (U.S. and non-U.S.), regardless of size status or locations of working facilities or headquarters. For proposal preparation purposes, the Offeror's Small Business Participation proposals shall be consistent with any subcontracting references/identification contained elsewhere in any other Factor Volume. Percentages are calculated using proposed total contract price as calculated in accordance with L.4.1.7. This price becomes the denominator and includes first-tier subcontractors only. For the purpose of evaluating Small Business Participation, the total contract price determined above is again used as the denominator, and the total contract value directed to Small Business is the numerator. A ratio is then determined and converted to a percentage for consideration. Offerors shall also explain their rationale as to why the percentage of SB participation being utilized for this effort is appropriate for their company. Offerors shall describe their approach and efforts undertaken to utilize small businesses (SB). SB targets will be incorporated into any resulting prime contract and contractors will be required to report SB participation.

L.4.1.9.3 All Offerors, including Offerors who are themselves U.S. small business concerns based on the NAICS code assigned to this requirement, are to identify the extent to which U.S. small business concerns will be utilized as first-tier subcontractors in the performance of this proposed contract. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable NAICS code. U.S. small business concerns include Small Businesses (SBs), Small Disadvantaged Businesses (SDBs), Woman-Owned Small Businesses (WOSBs), HUBZone Small Businesses (HUBZone SBs), Veteran-Owned Small Businesses (VOSBs), and Service Disabled Veteran-Owned Small Businesses (SDVOSBs).

L.4.1.9.4 If the Offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement) is itself a U.S. small business concern, the Offeror’s own participation as a SB, SDB, WOSB, HUBZone SB, VOSB, or SDVOSB will also be considered small business participation for the purpose of this evaluation. In this event, the extent of the Offeror participation as a U.S. small business concern shall be detailed in the same manner as subcontracts to first-tier U.S. small business concerns.

L.4.1.9.5 Small Business Amounts: All Offerors shall address anticipated U.S. small business concern participation and subcontracting based on the total contract dollars proposed by the Offeror.

L.4.1.9.6 The Offeror shall provide information for small business participation and subcontracting in a table format in accordance with the following example:

<table>
<thead>
<tr>
<th>Small Business Participation Table (in Millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Category</td>
</tr>
<tr>
<td>Contract Total Price: $43.00</td>
</tr>
<tr>
<td>SB</td>
</tr>
<tr>
<td>SDB</td>
</tr>
<tr>
<td>HBCU/MI</td>
</tr>
<tr>
<td>WOSB</td>
</tr>
<tr>
<td>HUBZone SB</td>
</tr>
<tr>
<td>VOSB</td>
</tr>
<tr>
<td>SDVOSB</td>
</tr>
</tbody>
</table>

L.4.1.9.6.1 Guidance for filling in the above "Small Business Participation" Table:

(a) Include first-tier subcontractors only. Note that members of a joint venture may be considered the Offeror or the first tier subcontractors, depending on the legal form of the joint venture as defined in its agreement document.

(b) If the Offeror is a U.S. small business concern, detail the extent of the Offeror participation as a U.S. small business concern in the same manner as subcontracts to first tier U.S. small business concerns.

(c) Percentages should be rounded to the nearest tenth of a percent.

L.4.1.9.6.2 Additional Guidance for particular Business Categories:
(a) For "Contract Total Price": Include the Offeror's proposed Total Contract Price on this line.

(b) For SB: Include U.S. small business concerns from all categories (i.e., SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB and HBCU/MI) in the dollars and percentage on this line. The SDB, WOSB, HUBZone SB, VOSB and SDVOSB are subcategories of SB and the dollars in each of these may not add to match the total dollars in the SB line due to the following: In some cases the same dollars may be reported in more than one block (i.e., a $10,000 subcontract to a Woman-Owned Small Business that is also a Service-Disabled Veteran-Owned Small Business should be entered on four rows: $10,000 under SB, $10,000 under WOSB, $10,000 under VOSB and $10,000 under SDVOSB). Be sure that the dollars are counted in the SB line only once and not four times (e.g., $40,000 representing the same firm participating at $10,000 in differing categories). Note that the SB percentage is not simply a total of the percentages of each SB subcategory and must be calculated separately as shown in the chart.

(c) For HUBZone SB: Include only "SBA certified" HubZone SBS. Note that this is different from some of the state HUB certifications.

(d) The term small disadvantaged business, when used in accordance with FAR 52.219-9, includes Historically Black Colleges and Universities (HBCU) and Minority Institutions (MI), in addition to small disadvantaged business concerns. The percentages for HBCU and MI shall be separately identifiable but included in the overall SDB percentage.

L.4.1.9.7 Small Business List: All Offerors shall provide the names and CAGE codes of small business concerns (including the Offeror if a small business concern) who would participate in accomplishing the proposed contract; the small business classification of each U.S. small business concern (i.e., SB, SDB, WOSB, HUBZone SB, VOSB and SDVOSB); a short description of the specific services to be provided by each small business concern; and the estimated total dollars for each service or product.

a. This data shall be provided in a table format in accordance with the following example:

<table>
<thead>
<tr>
<th>Name of SB Concern</th>
<th>Cage Code</th>
<th>Location</th>
<th>SB Class</th>
<th>Description of Supplies/Services</th>
<th>Total $ (in Millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC Co.</td>
<td>123XX</td>
<td>City, USA</td>
<td>SB</td>
<td>Wire</td>
<td>5.50</td>
</tr>
<tr>
<td>DEF Co.</td>
<td>XX123</td>
<td>City, USA</td>
<td>SB</td>
<td>Plating</td>
<td>6.75</td>
</tr>
<tr>
<td>GHI Co.</td>
<td>X123X</td>
<td>City, USA</td>
<td>WOSB, VOSB</td>
<td>Circuit Cards</td>
<td>1.20</td>
</tr>
</tbody>
</table>

b. If a small business does not have a CAGE code, insert the word "None" in the table above. Note that during the evaluation, the Government may request that the Offeror submit a letter from the small business affirming the information provided in your proposal.

c. For SB Classifications (a), list all SB classifications that apply to each concern in the table above.

L.4.1.9.8 If the Offeror is NOT a U.S. small business concern and must submit a Small Business Subcontracting Plan under the RFP in accordance with FAR 52.219-9, the Small Business Subcontracting Plan shall be consistent with the Offeror's Small Business Participation proposal information provided in response to L.4.1.9.6 (recognizing that the Small Business Subcontracting Plan percentages will be different in that the percentage calculation denominator is total subcontracting amount as opposed to this Small Business Participation Factor where the percentage calculation denominator is the Offeror's proposed Contract Target Price).

L.4.1.9.9 Compliance with FAR 52.219-9.

L.4.1.9.9.1 Offerors which are both: (a) other than U.S. small business concerns (as defined by the NAICS code applicable to the RFP), and (b) have had prior contracts requiring the submission of a Small Business Subcontracting Plan in accordance with FAR 52.219-9 are to:

Provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of both their goals and their accomplishment of the goals established under subcontracting plans of prior contracts performed over the past twelve (12) months (from date of solicitation issuance). This documentation shall include Individual Subcontracting Reports (SSRs/DD Form 294s) which list both goals and accomplishments against individual or master plans. If over the last twelve (12) months from the date of solicitation issuance, the Offeror reported accomplishments against commercial or comprehensive subcontracting plans in lieu of individual or master plans, the Offeror shall submit the plans to document the goals and the Summary Subcontract Reports (SSRs/DD Form 295s) to document the accomplishments. (Note: if the Offeror has not performed a contract over the past twelve (12) months, which included FAR 52.219-9, the Offeror shall so state).

L.4.1.9.9.2 Offerors which have had prior contracts requiring a Small Business Subcontracting Plan IAW FAR 52.219-9 and provide the information requested in L.4.1.9.9.1 above shall not respond to L.4.1.9.10 below.

L.4.1.9.9.3 If the reporting entity listed on a subcontracting report is different from the name of the proposing prime, provide an
explanation of the legal relationship between the other entity and the proposing prime and a description of how the other entity's small business accomplishments reported are applicable to the current proposal. This explanation should include Business Name, CAGE Code and DUNS number of the other entity and the proposing prime.

L.4.1.9.10 Approach to meeting FAR 52.219-8. Offerors which are either U.S. small business concerns, or other than U.S. small business concerns (as defined by the NAICS code applicable to the RFP) having had no prior contracts requiring a Small Business Subcontracting Plan in accordance with FAR 52.219-9 shall substantiate their proposed approach to meeting the requirement of FAR 52.219-8. Substantiation may include providing:

(a) A description of the Offeror's performance, over the past twelve (12) months (from date of solicitation issuance), in complying with the requirements of FAR 52.219-8 (Note: if the Offeror has not performed a contract over the past twelve (12) months (from date of solicitation issuance), which included FAR 52.219-8, the Offeror shall so state);

(b) A description and available documentation of any methods or techniques used to promote small business participation;

(c) Any listings of U.S. small business concerns who are subcontracting candidates;

(d) Internal procedures used to monitor small business participation during contract performance; and/or

(e) Any other information substantiating that the Offeror will satisfy the requirements of FAR 52.219-8.

L.4.1.10 SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS

L.4.1.10.1 Each Offeror shall complete (fill-in and signatures) the solicitation sections indicated below using the file (without modification to the file) provided with the solicitation. An authorized official of the firm shall sign the SF 33 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission.

Section A through M Fill-ins as required

Section A Standard Form 33 (SF 33), Solicitation, Offer and Award

Section B Supplies or Services and Prices/Costs

Section G Contract Administration Data

Section J Contract Data Requirements List (DD1423) with blocks 17 & 18 completed

Section K Completed Representations, Certifications and Other Statements of Offeror

Small Business Subcontracting Plan shall be submitted in accordance with FAR 52.219-9

L.5 Contractor Product Instruction/Training Demonstration

L.5.1 Each Offeror will be required to conduct a Contractor Product Instruction/Training Demonstration session to the Government on the hardware and the manuals submitted in response to the RFP. This Contractor Product Instruction/Training Demonstration will be given to the Armorer's, Engineering and Test Teams, but it is not a scored factor and will not be evaluated. This Contractor Product Instruction/Training Demonstration is for information purposes only. It is not a part of the evaluation process and will not adversely or positively affect the evaluation of any proposal. It is solely intended to provide the evaluation test personnel with as much firsthand knowledge as possible about the operation and maintenance procedures of the Offerors system before the initiation of the next phase of the evaluation process.

L.5.2 Recommended areas for the instruction/demonstration are field stripping and training on the handgun, to include operation and maintenance (i.e., field, unit, and depot level maintenance). Contractors providing training are to give oral presentations in accordance with the supplied Operating Manuals. In the event that a difference in directive should occur between oral presentations and supplied Operating Manuals, proper usage will be obtained from supplied Operating Manual. The Contractor Product Instruction/Training Demonstration is a timed event not to exceed three (3) hours. The Government may request a follow-on question and answer period not to exceed one (1) hour. The session will be held at Aberdeen Proving Ground, MD. The number of individuals to conduct training will be limited and will be defined when the exact location is provided during the time of scheduling.

L.5.3 Offerors should note this Contractor Product Instruction/Training Demonstration will be scheduled by the Government within ten (10) working days after closing of the solicitation. Upon completion of the Contractor Product Instruction/Training Demonstration, contractors are prohibited from any further contact with Test Personnel at Aberdeen Test Center, Aberdeen, MD.

L.5.4 The PCO will notify the Offerors of the date and time they are scheduled to give the Contractor Product Instruction/Training Demonstration and specific instructions. Offerors will be provided advance notice of the date and time they are scheduled to
present/train. The Contractor Product Instruction/Training Demonstration will be conducted at No Cost to the Government. Specifically,
the Government DOES NOT INTEND to pay for any Offerors transportation, per diem, or any other travel-related expenses that may be
associated with the Contractor Product Instruction/Training Demonstration. Requests to reschedule will be at the discretion of the PCO.
Each presentation will be videotaped for future reference by test personnel.

L.6 Discussions

L.6.1 GENERAL INFORMATION. In accordance with FAR 15.306(d), discussion sessions with each Offeror may be held. Should discussions
take place, all Offerors in the competitive range will be allowed a minimum of 14 calendar days to submit Final Proposal Revisions.

L.6.2 DISCUSSION SCHEDULING. If discussions are conducted, the Contracting Officer will schedule the discussion sessions, and each
Offeror will be notified of the time and place at least three (3) business days prior to their discussion session. Appropriate security
clearances should be provided by the Offerors in sufficient time to process the requests. The Contracting Officer will provide
additional instructions with the notification. The discussion sessions will take place at a facility of the Governments choosing in the
Picatinny, New Jersey area.

*** END OF NARRATIVE L0001 ***

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically
at these addresses:


If the provision requires additional or unique information, then that information is provided immediately after the provision title.

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>L-1</td>
<td>SYSTEM FOR AWARD MANAGEMENT</td>
<td>JUL/2013</td>
</tr>
<tr>
<td>L-2</td>
<td>NOTICE OF STANDARD COMPETITION</td>
<td>MAY/2006</td>
</tr>
<tr>
<td>L-3</td>
<td>SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE</td>
<td>APR/1991</td>
</tr>
<tr>
<td>L-4</td>
<td>SUBMISSIONS OF OFFERS IN U.S. CURRENCY</td>
<td>APR/1991</td>
</tr>
<tr>
<td>L-5</td>
<td>INSTRUCTIONS TO OFFERORS--COMPETITIVE</td>
<td>JAN/2004</td>
</tr>
<tr>
<td>L-6</td>
<td>PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION</td>
<td>FEB/1999</td>
</tr>
<tr>
<td>L-7</td>
<td>F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION</td>
<td>APR/1984</td>
</tr>
<tr>
<td>L-8</td>
<td>ALTERNATIVE LINE-ITEM STRUCTURE</td>
<td>SEP/2011</td>
</tr>
<tr>
<td>L-9</td>
<td>ONLY ONE OFFER</td>
<td>OCT/2013</td>
</tr>
<tr>
<td>L-10</td>
<td>REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--</td>
<td>OCT/2010</td>
</tr>
<tr>
<td></td>
<td>SUBMISSION WITH OFFER</td>
<td></td>
</tr>
<tr>
<td>L-11</td>
<td>NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS,</td>
<td>APR/2008</td>
</tr>
<tr>
<td></td>
<td>AND ENERGY PROGRAM USE</td>
<td></td>
</tr>
</tbody>
</table>

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ X ] DO rated order; certified for national defense,
emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the
Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-12 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE I (OCT 2010) OCT/2010

(a) Exceptions from certified cost or pricing data.

(i) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the
information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to
the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(ii) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic
rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously
submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in the following format: -1-

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

L-13  52.216-1  TYPE OF CONTRACT  APR/1984

The Government contemplates award of up to 3 Firm Fixed Price Indefinite Delivery/Indefinite Quantity contract(s) resulting from this solicitation.

(End of Provision)

L-14  52.233-2  SERVICE OF PROTEST  SEP/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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mr. Kevin Puma
Army Contracting Command – Picatinny
ACC-NJ-SW
Bldg. 9 Phipps Rd.
Mail Stop: Bldg. 10
Picatinny, NJ 07806-5000
Phone: (973)724-6612
E-mail: kevin.p.puma.civ@mail.mil

(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)
 Portions of this solicitation are altered as follows:

TO BE DETERMINED

(End of Provision)

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

**Contract Specialist:**
Mr. Vincent Turco
Army Contracting Command - Picatinny
ACC-NJ-SW
Bldg. 9 Phipps Rd.
Mail Stop: Bldg. 10
Picatinny, NJ 07806-5000
Phone: (973)724-2016
E-mail: vincent.f.turco.civ@mail.mil

OR

**Contracting Officer:**
Mr. Kevin Puma
Army Contracting Command - Picatinny
ACC-NJ-SW
Bldg. 9 Phipps Rd.
Mail Stop: Bldg. 10
Picatinny, NJ 07806-5000
Phone: (973)724-6612
E-mail: kevin.p.puma.civ@mail.mil

OR

**Contracting Officer:**
Mr. Daniel L. Potempa
Army Contracting Command - Picatinny
ACC-NJ-SW
Bldg. 9 Phipps Rd.
Mail Stop: Bldg. 10
Picatinny, NJ 07806-5000
Phone: (973)724-4870
E-mail: daniel.l.potempa2.civ@mail.mil

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of provision)
The offeror shall provide all information required by Attachment -2-, Warranty Repair Source Instruction, prior to, but not later than when the warranted items are presented for receipt and/or acceptance. The "Warranty Item Unique Item Identifier" data category may also be completed in conjunction with Attachment -2-, Warranty Repair Source Instruction. Information required in the warranty attachment shall include such information as duration, enterprise, enterprise identifier, first use, fixed expiration, installation, issuing agency, item type, starting event, serialized item, unique item identifier, usage, warranty administrator, warranty guarantor, warranty repair source, and warranty tracking. The offeror shall submit the data for warranty tracking to the Contracting Officer.

PLEASE NOTE: Warranty Tracking Information is to be reported in accordance with the Data Item Description Number DI-SESS-81639

(End of provision)

L-18      52.233-4000    HQ AMC-LEVEL PROTEST PROGRAM (LS6046)       JAN/2014
If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) to:

Address:

Headquarters U.S. Army Materiel Command
Office of Command Counsel-Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000

Fax: (256) 450-8840
Email: usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-level protest procedures are found at:
Web Address: http://www.amc.army.mil/amc/commandcounsel.html

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

L-19      52.245-4003    USE AND RENTAL OF GOVERNMENT PROPERTY (LS6020)    JAN/2014
In accordance with FAR 45.202(a), the Government shall consider any potentially unfair competitive advantage that may result from an offeror using Government property. To eliminate the competitive advantage, a rental equivalent evaluation factor shall be added to each offer which is predicated on the use of Government property.

Pursuant to FAR 45.201(c), the offeror, including prospective subcontractors are required to submit the following with their offer:

(1) A list including a description of all Government property that the prime contractor and/or its subcontractors propose to use on a rent-free basis. The list shall identify the accountable contract under which the property is held and the authorization for its use (from the contracting officer having cognizance of the property);

(2) The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent;

(3) The amount of rent that would otherwise be charged in accordance with FAR http://farsite.hill.af.mil/reghtml/fars/regs/far2afmcfaars/farvsfars/far/52_237.htm, Use and Charges. Provide calculations and rationale for Government property in accordance with FAR clause 52.245-9 for rental adjustment for the entire period of contract performance. Show calculations for each ordering period for each CLIN. For purposes of calculating the hours of usage, for items with a single numeric quantity, offerors shall use the quantity stated. For items with a quantity range, the offeror shall use items listed below.

The following quantities shall be used to calculate the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges:
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>HANDGUN:</td>
<td></td>
</tr>
<tr>
<td>MHS Production</td>
<td>550,000</td>
</tr>
<tr>
<td>Weapon System Component Package - COMPACT</td>
<td>2</td>
</tr>
<tr>
<td>COMPACT MHS - First Article Test (FAT)</td>
<td>1</td>
</tr>
<tr>
<td>Demonstration Models</td>
<td>360</td>
</tr>
<tr>
<td>Cutaway Models</td>
<td>360</td>
</tr>
<tr>
<td>MHS Blank Conversion Kit FAT</td>
<td>2</td>
</tr>
<tr>
<td>MHS Blank Conversion Kit</td>
<td>193,500</td>
</tr>
<tr>
<td>MHS 1041 Cartridge Conversion Kit FAT</td>
<td>2</td>
</tr>
<tr>
<td>MHS 1041 Cartridge Conversion Kit</td>
<td>193,500</td>
</tr>
<tr>
<td>MHS Suppressor Kit FAT</td>
<td>2</td>
</tr>
<tr>
<td>MHS Suppressor Kit</td>
<td>193,500</td>
</tr>
<tr>
<td>MHS General Officer Pistol</td>
<td>9,000</td>
</tr>
<tr>
<td>AMMUNITION:</td>
<td></td>
</tr>
<tr>
<td>XM1152 Ball Cartridge FAT</td>
<td>1</td>
</tr>
<tr>
<td>XM1152 Ball Cartridge</td>
<td>80,000,000</td>
</tr>
<tr>
<td>XM1153 Special Purpose Cartridge FAT</td>
<td>1</td>
</tr>
<tr>
<td>XM1153 Special Purpose Cartridge</td>
<td>20,000,000</td>
</tr>
<tr>
<td>DDI Cartridge-First Article Test (FAT)</td>
<td>1</td>
</tr>
<tr>
<td>DDI Cartridge-Production</td>
<td>40,000</td>
</tr>
<tr>
<td>BLANK Cartridge-First Article Test (FAT)</td>
<td>1</td>
</tr>
<tr>
<td>BLANK Cartridge-Production</td>
<td>60,000</td>
</tr>
<tr>
<td>XM1152 BALL Cartridge-Demonstration Model</td>
<td>80</td>
</tr>
<tr>
<td>XM1152 BALL Cartridge-Cutaway Model</td>
<td>80</td>
</tr>
<tr>
<td>XM1153 SP Cartridge-Demonstration Model</td>
<td>80</td>
</tr>
<tr>
<td>XM1153 SP Cartridge-Cutaway Model</td>
<td>80</td>
</tr>
<tr>
<td>EPVAT Barrels</td>
<td>60</td>
</tr>
<tr>
<td>Accuracy Barrels XM1152 BALL Cartridge</td>
<td>60</td>
</tr>
<tr>
<td>Accuracy Barrels XM1153 SP Cartridge</td>
<td>60</td>
</tr>
<tr>
<td>Profile-Alignment Gage-XM1152 Ball Cartridge</td>
<td>200</td>
</tr>
</tbody>
</table>
(4) A description of the prime contractor's and/or any prospective subcontractors' property management system, plan and any customary commercial practices, voluntary consensus standards, or industry-leading practices and standards to be used by the offeror in managing Government property.

If the offeror plans to use any item of Government property in possession of the offeror or its proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

_____ Offer is predicated on use of Government property in offerors possession.

_____ Offer is predicated on use of Government property in offerors subcontractors of vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement: ________________________________

Name and Date: ____________________________________________

Cognizant Government Agency (including address: ____________________________

Pursuant to FAR 45.201(b), the contractor is responsible for all costs related to making the Government property available for use, such as payment of all transportation, installation or rehabilitation costs.

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST https://assist.dla.mil/online/start/

(2) Quick Search http://quicksearch.dla.mil/

(3) ASSISTdocs.com (http://assistdocs.com).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

(1) Using the ASSIST Shopping Wizard https://assist.dla.mil/wizard/index.cfm

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)
Authorized Deviations in Provisions

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIAITION) after the name of the regulation.

(End of clause)

Order of Precedence - Specifications (LS7017)

The following order of precedence shall apply in the event of an inconsistency within the specifications:

(a) Technical Data Package List (TDPL) cited in Section C.

(b) Tests required by drawings and/or Detail Item Specification (see NOTE).

(c) Drawings.

(d) Detail specification (including gage designs for item(s) being procured).

(e) Detail specification for material or operations.

(f) General specification for class of items.

(g) General specification for class of materials.

NOTE: Compliance with tests (proving ground ballistics, performance and shop) required by the specifications and drawing are mandatory. The Contractor will not assume nor does the Government guarantee that all possible combinations permitted by the tolerance limits of the specifications and drawings, will consistently satisfy the test requirements, therefore, the manufacturer is obligated to choose those combinations of tolerances and fits within the limits of the specifications and drawings, that best suit his process needs and still satisfy the testing requirements.
SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

M.1.1 The Government intends to make up to three (3) base awards as a result of this RFP. Each contractor will receive an order for the Weapon System Component Package requirements in accordance with CLIN 1001 of the base contract and Statement of Work C.3.1 which will satisfy the minimum quantity guarantee of each of the ID/IQ contract. The Government will select for award the proposals that are most advantageous and represent the best value to the Government using the trade-off method, with the Source Selection Authority (SSA) giving the appropriate consideration to the nine (9) evaluation factors: Bid Sample Test - Technical, Bid Sample Test - Other, Written Technical, License Rights Ammunition, License Rights Handgun and Accessories, Production/Manufacturing, Price, Past Performance, and Small Business Participation. The Government will weigh the relative benefits of each proposal and award will be made based on an integrated assessment of the results of the evaluation. In making the integrated assessment of the evaluation results, the SSA will give due consideration to all of the Factors and Sub-Factors and their relative order of importance. Offerors that receive a final rating of Red/Unacceptable at any Factor/Sub-factor level are ineligible for award.

M.1.2 The Government reserves the right to conduct discussions to permit Offerors to revise their proposals.

M.1.3 Minimum Acceptability: If an Offeror takes exception to any of the terms and conditions of the solicitation, the offer may not be considered for contract award. All Offerors are urged to ensure that their initial proposals are submitted with the most favorable terms in order to reflect their best possible proposal.

M.2 FACTORS AND SUB-FACTORS TO BE EVALUATED:

M.2.1 The Government will weigh the relative benefits of each proposal and the SSA will assess the results of the following Factors:

Factor 1: Bid Sample Test - Technical
Factor 2: Bid Sample Test Other
Factor 3: Written Technical
Factor 4: License Rights Ammunition
Factor 5: License Rights Handgun and Accessories
Factor 6: Production/Manufacturing
Factor 7: Price
Factor 8: Past Performance
Factor 9: Small Business Participation

M.2.1.1 Relative order of importance: The Bid Sample Test - Technical factor is more important than the Bid Sample Test Other factor, which is more important than the Written Technical factor, which is more important than the License Rights Ammunition factor, which is much more important than the License Rights Handgun and Accessories factor, which is more important than the Production/Manufacturing factor, which is more important than the Price factor, which in turn is more important than the Past Performance factor, which is more important than the Small Business Participation factor. The combination of all factors other than Price is significantly more important than Price.

M.2.2 Factor 1, the Bid Sample Test - Technical factor has four (4) sub-factors which are listed below:

Sub-Factor 1 Initial Reliability Full Size (includes single gun candidate)
Sub-Factor 2 System Accuracy Isolated (no soldier in the loop)
Sub-Factor 3 Characteristics of the Projectile
Sub-Factor 4 Joint Warfighter Ergonomics

M.2.2.1 Relative order of importance: Of the four (4) Technical Sub-Factors, the Initial Reliability sub-factor and the System Accuracy Isolated sub-factor, are equally important and are each more important than the Characteristics of the Projectile sub-factor, which is more important than the Joint Warfighter Ergonomics sub-factor.

Note: If at any point during Government testing, a safety issue is identified with a Modular Handgun System Candidate, the Government reserves the right to discontinue testing and eliminate the candidate from further consideration for award.

M.2.3 Factor 2, the Bid Sample Test Other factor has two (2) sub-factors which are listed below:

Sub-Factor 1 Early Warfighter Acceptance
Sub-Factor 2 Initial Reliability Compact Function (or single gun candidate)

M.2.3.1 Relative order of importance: Of the two (2) Sub-Factors, the Early Warfighter Acceptance sub-factor is more important than the Initial Reliability Compact Function sub-factor.

M.2.4 Factor 3, Written Technical has no sub-factors
M.2.5 Factor 4, License Rights - Ammunition has no sub-factors

M.2.6 Factor 5, License Rights  Handgun and Accessories has two sub-factors:

Sub-Factor 1  Handgun
Sub-Factor 2  Accessories

M.2.6.1 Of the two (2) License Rights sub-factors, the Handgun sub-factor is significantly more important than the Accessories sub-factor.

M.2.7 Factor 6, Production/Manufacturing has four (4) sub-factors which are listed below:

Sub-Factor 1  Ammunition Production/Manufacturing Plan
Sub-Factor 2  Handgun Production/Manufacturing Plan
Sub-Factor 3  Program Management Plan
Sub-Factor 4  Quality

M.2.7.1 Of the four (4) Production/Manufacturing sub-factors, the Ammunition production/ manufacturing sub-factor is equally important to the Handgun production/ manufacturing sub-factor which are each more important than the Program Management Plan sub-factor, which is equal to the Quality sub-factor.

M.2.8 Factor 7, Price has no sub-factors.

M.2.9 Factor 8, Past Performance has no sub-factors.

M.2.10 Factor 9, Small Business Participation has no sub-factors.

M.3 EVALUATION APPROACH:

M.3.1 Technical Evaluation Approach

M.3.1.1 Careful, full and impartial consideration will be given to all proposals received pursuant to the RFP. A team of Government personnel will evaluate each proposal relative to the Factors and Sub-Factors. The result will be a determination of the overall merits of each proposal in terms of its potential to best satisfy the needs of the Government. In making the integrated assessment of the results of the evaluation of all Factors, the Government will give due consideration to the relative order of importance of such Factors and their merit ratings in relationship to price. The Government will weigh any increase in merit rating against any additional cost to determine if the parity of the relationship warrants the paying of additional cost for additional merit.

M.3.1.2 Upon receipt of proposal and hardware submission, inspections will be conducted to ensure the Offeror's submission is responsive. Non-responsive Offerors will be contacted by the PCO and excluded from further consideration for award.

M.3.1.3 Upon receipt of hardware submission, inspections will be conducted to ensure that the Modular Handgun System candidate has an integrated rail, an external safety mechanism, adjustability for ergonomics (by means of grip inserts, grip panels, front or back straps, different triggers, or other means) and be other than single action only. Submissions without these features will not be considered for evaluation.

M.3.2 EVALUATION APPROACH

M.3.2.1 The Bid Sample Test - Technical, Bid Sample Test  Other, Written Technical, Production/Manufacturing, and the Small Business Participation factors and their associated sub-factors will receive a color/adjectival rating in accordance with the following chart:

<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Table 2.1 Color/Adjectival Ratings</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Color</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Blue</td>
</tr>
<tr>
<td>Purple</td>
</tr>
</tbody>
</table>
M.3.2.2 Factor 1: Bid Sample Technical

Within these factors, each sub-factor will be rated separately using the color /adjectival ratings. Each sub-factor will be assessed for significant strengths, strengths, weaknesses, significant weaknesses, deficiencies, risks, and uncertainties. Each sub-factor will be assigned color/adjectival rating based upon these collective findings. The compilation of these sub-factor color/adjectival ratings will form the basis of the factor color/adjectival rating.

M.3.2.2.1 Sub-Factor 1: Initial Reliability  Full Size or Single Gun Candidate

The Government will evaluate the capability of the Offerors Modular Handgun System candidate design to meet the Reliability requirement for Mean Rounds Between Stoppages (MRBS) for the Ball Round and the Special Purpose Round. Evaluation will consider how closely the candidate Modular Handgun System comes to meeting the threshold requirement of 2,000 MRBS at a 90% confidence level as found in the Performance Purchase Description Modular Handgun System (AR-PD-177) paragraph 3.7.1.a and verified according to paragraphs 4.8.1.1, 4.8.1.2, 4.8.1.3, and 4.8.1.5 only. Reliability testing during this phase will be limited to 12,500 rounds, thus paragraph 4.8.1.4 will not apply. For candidate systems that fail to meet the threshold requirement, the assigned rating will be based on the overall risk of unsuccessful performance. The closer a candidate system comes to meeting the objective requirement of 2,500 MRBS at a 90% confidence level, the more favorable the rating will be received.

M.3.2.2.2 Sub-Factor 2: System Accuracy - Isolated (no solider in the loop)

The Modular Handgun System will be evaluated on the capability of the design to meet the accuracy and dispersion requirements of the system against the criteria set forth in AR-PD-177, paragraphs 3.4.1.1.a and 3.4.1.1.b. and verified in paragraph 4.5.1.1. A total of five (5) full size handguns from each vendor will be used to fire five 10-round groups of Ball rounds for a total of 250 rounds. In addition, five (5) full size handguns from each vendor will be used to fire five 10-round groups of Special Purpose rounds for a total of 250 rounds. Between the two types of rounds, an overall total of 500 rounds will be fired to determine system accuracy and dispersion with each type of round. Handgun aim will be confirmed prior to each shot fired, and if required, handgun aim will be adjusted. Evaluation will consider how closely the candidate Modular Handgun System comes to meeting the threshold accuracy requirement based on the range at which a candidate system is able to maintain the accuracy requirement per AR-PD-177 cited above. For candidate systems that fail to meet the threshold requirement, the assigned rating will be based on the overall risk of unsuccessful performance. The closer a candidate system comes to meeting the objective requirement, the more favorable the rating will be received.

M.3.2.2.3 Sub-Factor 3: Characteristics of the Projectile
Evaluation will be based on the Government firing the candidate ammunition through the candidate handgun. Ballistic information gathered in technical testing of the Modular Handgun System candidates shall be used to calculate the system’s damage potential.

M.3.2.2.3.1 The Offerors system will be evaluated for how the terminal performance of the proposed ball cartridge, when fired from the associated candidate Modular Handgun System compares to the terminal performance of the M882 cartridge when fired from the M9. The ball round is as defined in AR-PD-180 paragraph 3.4.1. Observation of terminal performance from 0-14 inches in 20% ballistic gelatin will be made when projectile is fired at velocities simulating impact at ranges of up to 50 meters. The evaluation metric will be the potential average volume of tissue damage created during impact in accordance with paragraph 3.5.1 of AR-PD-180. The volume is calculated using the Government Tissue Damage model using characteristics of the projectile such as mass, impact velocity, geometry, yaw history and velocity decay data collected from the ballistic gelatin tests. Access to the Government Tissue Damage model will be made available. The greater the tissue damage potential created by a candidate systems ammunition as compared to the M882 round, the more favorable the rating will be received. Projectiles that are evaluated as having a high risk of not exceeding the tissue damage potential of the M882 projectile will be considered as having not met the requirement.

M.3.2.2.3.2 The Offerors system will be evaluated for how the proposed Special Purpose cartridge compares to the terminal performance of the M882 cartridge when fired from the M9, when observed from 0-14 inches in 20% ballistic gelatin at velocities simulating impact at ranges of up to 25 meters. The greater the tissue damage potential created by a candidate systems ammunition as compared to the M882 round, the more favorable the rating will be received. Projectiles that are evaluated as having a high risk of not exceeding the tissue damage potential of the M882 projectile will be considered as having not met the requirement. In addition, the Special Purpose cartridge will be evaluated for penetration and collateral damage potential. The final penetration depth in gelatin, of the deepest portion of the projectile will be observed in test in accordance with paragraph 3.5.1 of AR-PD-179 and verified in paragraph 4.5.1. Penetration beyond 14 inches increases level of risk of collateral damage.

M.3.2.2.4 Sub-Factor 4: Joint Warfighter Ergonomics
The Government will evaluate the capability of the candidate Modular Handgun System to accommodate Warfighters with hand sizes that fall into the range of the 5th to 95th percentile (threshold), and Warfighters with hand sizes that fall into the range of the 1st to 99th percentile shooters (objective). The SME will verify that the user is able, upon properly gripping the handgun with a one-hand grip as specified in FM 3-23.35, to operate the slide release, safety, magazine release, decocker (as applicable) and trigger (complete Double Action and Single Action squeeze, as applicable). Areas of consideration will include adjustability of grip at the operator level and soldier fit. This evaluation will include the need for tools to support the handgun. Measurements to classify users will be from the wrist to the center of grip as follows:

```
| 1st percentile = 2.19 inches |
| 5th percentile = 2.3 inches  |
| 95th percentile = 3.08 inches |
| 99th percentile = 3.21 inches |
```

The wrist to index finger length will be as follows:

```
| 1st percentile = 5.86 inches |
| 5th percentile = 6.09 inches  |
| 95th percentile = 7.73 inches |
| 99th percentile = 8.01 inches |
```

Warfighters will be instructed to grip the pistol in accordance with the one-hand grip specified in Field Manual FM 3-23.35. Determination of proper grip will be made by a single SME per handgun system (5th percentile = 6.09 inches; 95th percentile = 7.73 inches). The evaluation will consider how closely the candidate Modular Handgun System comes to meeting the threshold ergonomics requirements. The closer a candidate system comes to meeting the objective requirement, the more favorable the rating will be received.

M.3.2.3 Factor 2: Bid Sample Test - Other

M.3.2.3.1 Sub-Factor 1 - Early Warfighter Acceptance
The Offerors Modular Handgun System candidate will be evaluated for Warfighter Acceptance. Areas to be evaluated include: Comfort in Grip, Controllability and Recoil, Trigger, Ease/Speed of Magazine Changes, Sight-ability, and Use-ability of Controls. Candidate handguns will be evaluated following firing of the candidate handgun by pistol qualified representatives of the User population at a
close range target from a static firing position. Evaluation will consist of data collected via questionnaires (see Appendix J) administered after each Warfighter has been provided the paper targets presented during the Early Warfighter Acceptance (EWA) Event. A report summarizing the results associated with each of the areas of evaluations will be generated from the survey. The results summary will provide the response frequency distributions for each question, and will provide operational implications of ratings where applicable. Operational implications will be derived from the Warfighter provided responses and a rating scale of 1 through 5 for each question from the questionnaires. The closer a candidate system comes to meeting or exceeding an 85% positive response rate, the more favorable the rating will be received. Greater than 15% cumulative negative responses suggests a high risk to Warfighter Acceptance. If 85% of responses are positive, that candidate is considered to be at low risk for Warfighter Acceptance. If 85% of responses are non-negative (neutral and positive), that candidate is considered to be at medium risk for Warfighter Acceptance.

M.3.2.3.2 Sub-Factor 2 - Initial Reliability  Compact Function (or single Gun Candidate)
The Government will evaluate the function of the Offerors Modular Handgun System compact candidate design for Mean Rounds Between Stoppages (MRBS). If a single gun candidate is proposed, three (3) additional handguns will also be required to be in this test. Evaluation will consider how closely the candidate compact Modular Handgun System comes to meeting the threshold requirement as found in the Performance Purchase Description Modular Handgun System (AR-PD-177) paragraph 3.7.1.a and verified according to paragraph 4.8.1 with the exceptions that function testing during this phase will be limited to three (3) handguns firing 500 rounds per handgun, for a total 1,500 rounds, and paragraph 4.8.1.4 will not apply due to the limited firing. The closer a candidate system comes to meeting the threshold requirement, the more favorable rating the handgun will receive.

M.3.2.4 Factor 3: Written Technical
Areas of consideration under this factor are as follows:

M.3.2.4.1. Characteristics of the Cartridge
Candidate cartridge characteristics will be evaluated based on information provided by the vendors. Areas of consideration include the difference of appearance between the Dummy round and all other rounds (paragraph 3.4.3.2 3.4.3.3 of AR-PD-184), the use or non-use of DoD qualified energetic material (propellant and primer) (paragraph 6.5 of AR-PD 179, AR-PD-180, and AR-PD-183).

M.3.2.4.2. Close Combat Mission Capability Kit (CCMCK)
The Government will evaluate the following information to be provided by the vendor:

1- Maturity of a handgun conversion kit to fire the M1041 ammunition from the Offerors candidate full size and compact handguns. If no handgun conversion kit is currently available, the Government will evaluate the Offerors plan to develop the capability for future verification testing.

2- Schedule to provide capability to the Government for verification testing.

M.3.2.4.3. Blank Ammunition
The Government will evaluate the availability/maturity, producibility and production capacity of the Offerors proposed blank full size and compact handgun conversion kit(s) and blank ammunition.

M.3.2.4.4 Parts Commonality
Maximum parts commonality will be required between the full size and compact versions of the Modular Handgun System. Commonality will be based on the number of common parts between the two configurations. Each part on a handgun will be counted as a separate part, including any identical parts used within the same handgun. Configurable components that are used for the purposes of ergonomics will also be counted toward the commonality calculation. A handgun submitted as a single solution will be considered to have 100% parts commonality. Parts only will be counted; price and technical factors are separately assessed. As parts commonality comes closer to 100%, the better rating will be given.

M.3.2.5 Factor 4: License Rights Ammunition

M.3.2.5.1 The license rights proposal will be evaluated based on the reasonableness of the cost, quantity of ammunition required to be procured and/or royalty conditions required to procure sufficient technical data rights and background patent rights to compete the TDP, the timeframe to acquire technical data and patent rights and any limitations imposed.

M.3.2.5.2 The price and/or terms proposed by the Offeror for Government acquisition of license rights will not be evaluated as part of the Price Factor. Any proposal from an Offeror with background intellectual property who chooses not to propose license rights will be so evaluated in accordance with the color/adjecitval ratings included in the table below. However, to the extent known at the time an offer is submitted to the Government, the Offeror is still required to identify the technical data, algorithms, or computer software that the Offeror (including its potential subcontractors or suppliers) asserts should be furnished to the Government with restricted use, release, or disclosure in accordance with Section I of the RFP. The identification shall include, but not be limited to, the Offerors background U.S. or foreign patents, or the Offerors background pending patent applications covering any ammunition type such as ball ammunition, special purpose ammunition, blank firing cartridges or dummy rounds, or portions thereof, that have been proposed for this contract. It is the intent of the Government to procure sufficient technical data rights and background patent rights to
competitively procure the ammunition to support fielded Modular Handgun (MH) weapons.

M.3.2.5.3 License Rights Rating Descriptions: The following rating will be utilized in the evaluation of the License Rights Ammunition Factor rating for the ammunition with consideration for the granting of ammunition license rights or the identification of a second source:

<table>
<thead>
<tr>
<th>Color</th>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue</td>
<td>Outstanding</td>
<td>Offeror’s proposed terms and conditions for granting rights to the Technical Data Package for ammunition is highly favorable to the Government.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Proposal clearly outlines the terms and conditions, all associated costs, and any minimum quantity (if applicable), in addition to providing the Government with the capability to obtain a MHS Purpose Rights License from the date of notification of award to a single vendor.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The proposal grants sufficient technical data rights and background patent rights necessary to allow the Government to compete the design, potentially secure additional sources for the ball, SP, blank and Dummy ammunition, and/or use submitted technical data on any other Government programs</td>
</tr>
<tr>
<td>Purple</td>
<td>Good</td>
<td>Offeror’s proposed terms and conditions for granting rights to the Technical Data Package for Ammo are favorable to the Government.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The proposal clearly outlines terms and conditions, all associated costs, and any minimum quantity (if applicable), in addition to providing the Government with the capability to obtain a MHS Purpose Rights License within one (1) year from the date of notification of award to a single vendor.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The proposal grants sufficient technical data rights and background patent rights necessary to allow the Government to compete the design, potentially secure additional sources for the ball, SP, blank and Dummy ammunition, and/or use submitted technical data on any other Government programs</td>
</tr>
<tr>
<td>Green</td>
<td>Acceptable</td>
<td>Offeror’s proposed terms and conditions for granting rights to the Technical Data package for ammunition is acceptable to the Government.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The proposal clearly outlines the terms and conditions, all associated costs, and any minimum quantity (if applicable), in addition to providing the Government with the capability to obtain a MHS Purpose Rights License within two (2) years from the date of notification of award to a single vendor.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The proposal grants sufficient technical data rights and background patent rights necessary to allow the Government to compete the design, potentially secure additional sources for the ball, SP, blank and Dummy ammunition, and/or use submitted technical data on any other Government programs</td>
</tr>
<tr>
<td>Yellow</td>
<td>Marginal</td>
<td>Offeror’s proposed terms and conditions for granting rights to the Technical Data Package for ammunition is unfavorable to the Government.</td>
</tr>
</tbody>
</table>
M.3.2.6 Factor 5: License Rights Handgun and Accessories

M.3.2.6.1 The license rights proposal will be evaluated based on the reasonableness of the cost, quantity of handguns and accessories required to be procured or royalty conditions required to procure sufficient technical data rights and background patent rights to compete the design, potentially secure additional sources for the ball, SP, blank and Dummy ammunition, and/or use submitted technical data on any other Government programs.

M.3.2.6.2 The price and/or terms proposed by the Offeror for Government acquisition of license rights will not be evaluated as part of the Price Factor. Any proposal from an Offeror with background intellectual property who chooses not to propose license rights will be so evaluated in accordance with the color/adjecitival ratings included in the table below. However, to the extent known at the time an offer is submitted to the Government, the Offeror is still required to identify the technical data, algorithms, or computer software that the Offeror (including its potential subcontractors or suppliers) asserts should be furnished to the Government with restricted use, release, or disclosure in accordance with Section I of the RFP. The identification shall include, but not be limited to, the Offerors background U.S. or foreign patents, or the Offerors background pending patent applications covering any full size handgun, compact handgun or Accessories, or portions thereof, that have been proposed for this contract. It is the intent of the Government to procure sufficient technical data rights and background patent rights to competitively procure handguns, spare parts, and accessory kits to support future fielded handguns.

M.3.2.6.3 License Rights Rating Descriptions: The following rating will be utilized in the evaluation of the license rights factor rating for the handgun and the accessory kits. The accessory kits include the following, which will be evaluated together: the Close Combat Mission Kit(s) to fire the M1041 cartridge, the Blank Ammunition Conversion Kit(s), and the Suppressor Kit(s). The license rights proposal for the handgun will be evaluated independently of the license rights proposals for the accessory or part items:

<table>
<thead>
<tr>
<th>Color</th>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue</td>
<td>Outstanding</td>
<td>Offeror's proposed terms and conditions for granting rights to the Technical Data Packages (Handgun and Accessory Kits) are highly favorable to the Government. The proposal clearly outlines the terms and conditions, all associated costs, and any minimum quantity (if applicable), in addition to providing the Government with the capability to obtain a MHS Purpose Rights License within three (3) years from the date of notification of award to a single vendor. The proposal grants sufficient technical data rights and background patent rights necessary to allow the Government to compete the design, potentially secure additional sources for the handgun, accessories or parts, and/or use submitted technical data on any other Government programs</td>
</tr>
<tr>
<td>Purple</td>
<td>Good</td>
<td>Offeror's proposed terms and conditions for granting rights to the Technical Data Packages (Handgun and Accessory Kits) are favorable to the Government. The proposal clearly outlines terms and conditions, all associated costs, and any minimum quantity (if applicable), in</td>
</tr>
</tbody>
</table>
### M.3.2.7.1 Sub-Factor 1: Ammunition Production/Manufacturing Plan

The Offeror's plan will be assessed to determine the understanding of the Government's production requirements and existing capability to meet the Modular Handgun System ammunition production rates identified in Section F of the RFP. This will include facilities and/or equipment that are not currently owned or leased by the Offeror and their plans for obtaining the facilities and/or equipment. If facility expansion is planned, the Government will evaluate the adequacy of the expansion plan to meet the contract requirements. If the Offeror identifies two (2) or more capable sources for production of the proposed Modular Handgun System ammunition, it is highly desired and will be considered favorably.

### M.3.2.7.2 Sub-Factor 2: Handgun Production/Manufacturing Plan

The Offeror's plan will be assessed to determine the understanding of the Government's production requirements and existing capability to meet the Modular Handgun System production rates identified in Section F of the RFP. This will include facilities and equipment that are not currently owned or leased by the Offeror and their plans for obtaining the facilities and/or equipment. If facility expansion is planned, the Government will evaluate the adequacy of the expansion plan to meet the contract requirements. For Offerors without a U.S. manufacturing capability, the Government will evaluate the adequacy and feasibility of the plan to manufacture the candidate handgun system in the U.S., which is desired within three (3) years of the production award.

### M.3.2.7.3 Sub-Factor 3: Program Management Plan

The Offeror will be evaluated on their comprehension of the Management requirements of the RFP, as well as their knowledge and...
experience to support a contract for full rate production for both ammunition and handgun production. This will be achieved by evaluating the following:

Organization. The Offeror's approach to any teaming structure, organizational reporting lines, and key positions within the organization to determine if the proposed structure demonstrates an effective approach to program management.

Manufacturing Management. The Offeror's plan to schedule and manage preproduction and production requirements (such as acceptance inspection equipment submissions and first article acceptance test plans), and resource requirements and start-up of manufacturing different times to assess the likelihood of the Offeror to meet the required program planning, scheduling and execution requirements.

Configuration Management. The Offeror should have an established configuration management plan. In preparation for the program entering the Production and Deployment phase, the configuration management plan shall allow for easy transition to the Government at time of contract award. The Offeror's proposed Configuration Management System should include how configuration management requirements and changes are flowed down, managed, and controlled at the subcontractor level, to determine the Offeror's ability to organize, administer, and control configuration management requirements. The Offeror's configuration management experience and the Offeror's formal process for submitting, reviewing, and implementing Configuration Management Actions (EC Ps, RFDs, NORs, etc.). The Offeror's ability to demonstrate how compliance is validated at the supplier/vendor level.

M.3.2.7.4 Sub-Factor 4: Quality Plan
The Offeror will be evaluated on their comprehension of the Quality requirements of the RFP, and knowledge and experience to support a contract for full rate production. This will be achieved by evaluating the following:

Quality Management System. The Offeror shall provide detailed information pertaining to the Quality Management System, including certification or compliance with ISO 9001:2008 (or equivalent quality program which has been reviewed and approved by the Government).

Quality processes: The Offeror shall provide details on current or planned processes that will be in place for the evaluation of the Modular Handgun System (including both handgun and ammunition), including lot traceability and vendor/subcontractor oversight.

Inspection Processes. The Offeror shall provide details that include, but are not limited to: incoming inspections; in-process inspections and controls; final inspections; first article and lot acceptance testing.

Failure Analysis. The Offeror shall provide detailed information pertaining to the process for identifying, analyzing (failure investigation), segregating, corrective actions and disposal of non-conforming material. Plans to implement and monitor flow-down quality control measures on all sub-contractors and suppliers.

Testing Assets. The Offeror's detailed description, of the Offeror's facilities, equipment, and processes necessary to perform ballistic testing on all cartridge configurations in order to satisfy acceptance inspections will be evaluated. The Offeror's description shall also be evaluated on the testing assets available at their suppliers and their formal follow-up process to assure information is received, understood and appropriately implemented in a timely basis.

M.3.2.8 Factor 7: Price

M.3.2.8.1 Price will be evaluated, but will not be rated with a color/adjetival rating. Prices proposed in solicitation attachment entitled MHS_Section_B_Full_&_Compact.xlsx OR MHS_Section_B_One_Gun.xlsx (depending on whether the offeror proposes a one or two gun solution) will be used to compute a total evaluated price. A price reasonableness determination will be made on the total evaluated price which will be used in the performance of a tradeoff analysis. If the Government determines that adequate price competition was not obtained and/or if the total evaluated price cannot be deemed fair and reasonable, the Government reserves the right to request cost or pricing data and to evaluate such data utilizing the proposal analysis techniques delineated in FAR 15.404-1 as deemed appropriate.

M.3.2.8.2 If an offeror proposes the use of Government property in its possession, the total evaluated price will be adjusted to include a rental equivalent factor on each item of such property calculated in accordance with FAR 52.245-9. This adjustment will apply for the use of Government property by the offeror as well as any subcontractor thereto. The value of the proposed Government property will be evaluated for cost realism.

M.3.2.8.3 Price Evaluation Preference for HUBZone Small Business Concerns: If a HUBZone certified small business concern submits an offer in response to the solicitation, in accordance with FAR 52.219-4, when applicable and as required by the provision, an adjustment will be made by adding the applicable factor(s) to the evaluated price of other non-HUBZone certified small business concerns total evaluated price.

M.3.2.8.4 The total evaluated price will be derived by summing the evaluated prices for Part A PVT-OP1, Part B Weapon OP 2-10, Part B Ammunition OP 2-5, and Spare Parts derived from the Offeror's proposed unit prices, the Rental Equivalent Factor for the Value of Government Property (when applicable) evaluated for cost realism, and the price evaluation preference for HUBZone Small Business Concerns (when applicable) as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Evaluated Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part B (OP 2-10) Weapon</td>
<td>$515,531,878.91</td>
</tr>
</tbody>
</table>
M.3.2.9.1 The Offeror and its major/key subcontractors will be evaluated on the quality of their relevant and recent past performance, as it relates to the probability of success on this contract. Both independent data and data provided by Offerors in their proposals may be used to evaluate the Offeror past performance. Offerors shall submit all Government and/or commercial contracts for the prime Offeror and each major subcontractor currently being performed or awarded during the past three years, from the issue date of this RFP, which are relevant to the efforts required by this RFP. A single confidence rating will be established.

M.3.2.9.2 For the purpose of evaluating proposals, recent is defined as occurring within the following time standards: 1) occurring within the past 3 years, or 2) awarded earlier than 3 years ago, but for which deliveries occurred or were scheduled to occur within the past three years. However, the Government may evaluate any performance in the period subsequent from the closing date, but prior to the date of award. Relevant is defined as contracts demonstrating technical/management capabilities the same as or similar to those required to perform on this item on a Government or Commercial contract. Major/key subcontractors are defined as those that will be providing critical hardware or whose subcontract is for more than 25% of the total proposed price.

M.3.2.9.3 This evaluation will encompass all aspects of schedule, performance and supportability, including the Offerors detailed record of: 1) compliance of products, services, documents, and related deliverables to specification requirements and standards of good workmanship; 2) commitment to customer satisfaction and business-like concern for customers interest; and 3) timeliness of performance for services and product deliverables, including the administrative aspects of performance.

<table>
<thead>
<tr>
<th>Name of Offeror or Contractor</th>
<th>Reference No. of Document Being Continued</th>
<th>Page 348 of 351</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part B (OP 2-5) Ammunition</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$45,955,426.88</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Spare Parts (OP 2-10)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$25,000,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Rental Equivalent Factor for the</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Value of Government Property</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$7,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Evaluated Price</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$586,494,305.790</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
M.3.2.9.4 Based on the Offeror’s previous and current experience and performance on same or similar items (maximum 3 years), including the frequency of cost growths and schedule delays, the Government will assess those risks associated with the Offeror’s past performance. The Government will focus its inquiry of the Offeror’s record of performance as it relates to all solicitation requirements, including cost, schedule, and quality of product, timeliness of performance, business practices, and customer significant achievement. Offerors are cautioned that the Government may use data obtained from other sources.

M.3.2.9.5 Performance Relevancy Assessment. The first aspect of the past performance evaluation is to assess the Offeror’s past performance to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. Relevancy is not separately rated; however the following criteria will be used to establish what is relevant which shall include similarity of service/support, complexity, dollar value, contract type, and degree of subcontract/teaming.

<table>
<thead>
<tr>
<th>Past Performance Relevancy Ratings</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relevant</td>
<td>Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.</td>
</tr>
<tr>
<td>Not Relevant</td>
<td>Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.</td>
</tr>
</tbody>
</table>

M.3.2.9.6 Performance Confidence Assessment. The second aspect of the past performance evaluation is to determine how well the Offeror performed under the contract scope. The past performance evaluation gathers information from customers on how well the Offeror performed those past contracts. In conducting the performance confidence assessment, each Offeror shall be assigned one of the ratings identified below:

<table>
<thead>
<tr>
<th>Performance Confidence Assessments</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substantial Confidence</td>
<td>Based on the Offeror’s recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.</td>
</tr>
<tr>
<td>Satisfactory Confidence</td>
<td>Based on the Offeror’s recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.</td>
</tr>
<tr>
<td>Limited Confidence</td>
<td>Based on the Offeror’s recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.</td>
</tr>
<tr>
<td>No Confidence</td>
<td>Based on the Offeror’s recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.</td>
</tr>
<tr>
<td>Unknown Confidence (Neutral)</td>
<td>No recent/relevant performance record is available or the Offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.</td>
</tr>
</tbody>
</table>

NOTE TO OFFEROR: An Offeror will not be evaluated either favorably or unfavorably for having Neutral past performance.

M.3.2.10 Factor 9: Small Business Participation

M.3.2.10.1 Small Business Participation Factor will receive a color/adjetival rating. The Government will evaluate the extent of first-tier small business participation (in terms of the Offeror’s proposed Total Contract Price) which the Offeror credibly proposes to subcontract to U.S. small business (SB) concerns (including Small Business (SB), Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Historically Underutilized Business Zone (HUBZone SB), Veteran-Owned Small Businesses (VOSB), Service Disabled
Veteran-Owned Small Businesses (SDVOSB) and/or Historically Black Colleges or Universities and Minority Institutions (HBCU/MI) in the performance of the contract. For the purpose of this evaluation, the extent of Offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the Offeror is a U.S. small business concern, for North American Industry Classification System (NAICS) code 332992 (Small Arms Ammunition) and 332994 (Small Arms Manufacturer and accessories), will also be considered small business participation.

M.3.2.10.2 The evaluation will consist of the following:

a. The extent to which the proposal identifies participation by U.S. small business concerns and the adequacy of the rationale that support those goals (to include, as described above, the participation of the Offeror if it is a U.S. small business concern). The extent of participation of such concerns will be evaluated in terms of the percentage of the Offeror's proposed Total Contract Target Price.

b. An assessment of the realism, that includes strengths and weaknesses, that the Offeror will achieve the levels of small business participation identified in the proposal. This assessment will be based on an assessment of the Offeror's proposed small business participation approach and the probability that the Offeror will satisfy commitments and requirements, on the instant (base) contract, based upon the extent of satisfaction of FAR 52.219-8 and/or FAR 52.219-9 (as applicable) commitments on prior contracts.

M.4 DETERMINATION OF RESPONSIBILITY:

M.4.1 As an element of determining the responsibility of Offerors who are large businesses, the PCO will evaluate the adequacy of the Offerors Small Business Subcontracting Plan in accordance with FAR 19.705.

M.4.2 For small businesses, a Certificate of Competency may be required by the Contracting Officer in accordance with FAR 19.6.

M.4.3 A Preaward Survey may be required by the Contracting Officer in accordance with FAR 9.106.

M.4.4 For actions over $10M, a Preaward Clearance by the Office of Federal Contract Compliance Programs (OFCCP) will be required in accordance with FAR 22.805(a).

*** END OF NARRATIVE M0001 ***
(a) When the Government decides to exercise its right to waive First Article Sample, as to a particular offeror/quoter, that offer will be evaluated without the price submitted for First Article Sample.

(b) Earlier delivery resulting from a waiver of the First Article Sample shall not be a factor in evaluation for award.

Any decision to engage in the Partnering process will be made after contract award. Any anticipated costs associated with the implementation of the Partnering process should not be included in the offerors proposed cost or price. Accordingly, proposed Partnering efforts will not be evaluated or considered a factor for award, and will not be evaluated or considered for price realism purposes.