

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES
		<b>1      22</b>

2. AMENDMENT/MODIFICATION NO. <b>0003</b>	3. EFFECTIVE DATE <b>9/4/2008</b>	4. REQUISITION/PURCHASE REQ # <b>n/a</b>	5. PROJECT NO. (If Applicable)
6. ISSUED BY  Department of Homeland Security Federal Law Enforcement Training Center Procurement Division, Building 93 Glynco, Georgia 31524		7. ADMINISTERED BY (if other than Item 6)  See Block 6 for address	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(x)	9A. Amendment of Solicitation No. <b>LGL08R00012</b>
	<b>x</b>	9B. Dated (See Item 11) <b>8/1/2008</b>
		10A. Modification of Contract/Order No.
		10B. Dated (See Item 13)

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**N/A**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

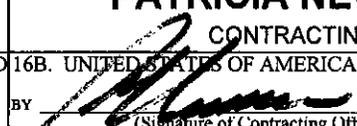
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (specific authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM IN 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**CONTINUED ON PAGE 2**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>PATRICIA NEWMAN</b> CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
		16C. Date Signed <b>SEP - 4 2008</b>

- a. This amendment is issued to provide answers to questions received from interested offerors on this acquisition, revise Sections B, C, F and M, and extend the closing date to September 23, 2008.
- b. As a result of this amendment, the following deletions and incorporations are made to this solicitation:

**DELETE**

N/A  
Section B  
Section C  
Section F, Page F-3  
Section M, Page M-7

**INCORPORATE**

Questions and Answers (41 each, 7 pages)  
Section B, Amendment #0003 (6 pages)  
Section C, Amendment #0003 (5 pages)  
Section F, Page F-3, Amendment #0003  
Section M, Page M-7, Amendment #0003

**LGL08R00012, AMD 0003, QUESTIONS AND ANSWERS**

**1. QUESTION:** Does this acquisition call for both total lead free and frangible free bullets but using standard primers?

**ANSWER:** All ammunition on this acquisition shall meet the requirements of RFP LGL08R00012, Section C.1.1, Amendment #0003, which states: *“RHTA shall utilize components that minimize hazards to personnel and the environment. The ammunition and all of the component parts shall be free of lead and the other top ten substances listed on the 2007 CERCLA Priority List of Hazardous Substances. A product is deemed free of lead if it tests at less than or equal to 1 mg/l of lead using TCLP analysis on the entire proposed round to include all of its component parts. The manufacturer shall supply the certified Toxic Characteristics Leaching Procedure(TCLP) analysis, to include all 8 RCRA metals, prior to acceptance. In addition, any and all ammunition components shall not cause the Action Level (AL) or the Permissible Exposure Limits (PEL) as established by the Occupational Safety and Health Administration (OSHA 29 CFR 1910.1000) to be exceeded in a training environment. Either of these conditions shall be cause for disqualification and/or rejection at the discretion of the FLETC. All RHTA and component parts shall be designed to minimize the generation of hazardous waste. All RHTA proposed for delivery must have the Material Safety Data Sheet(s) pre-approved by the FLETC prior to shipment and delivery.”*

**2. QUESTION:** Are bid samples required? If so, when are they due?

**ANSWER:** No.

**3. QUESTION:** The .357 that is called out for bidding...is that .357Sig?

**ANSWER:** .357 Sig and .357 Mag (if available). The solicitation allows any offeror to submit any RHTA round that can meet the requirements of this RFP. Please refer to the following solicitation wording in Section B Pricing: *“Offerors are encouraged to submit all available RHTA for consideration.”*

**4. QUESTION:** CLIN #5 Do you prefer 90 grain, 100 grain or both?

**ANSWER:** The solicitation allows any offeror to submit any RHTA round that can meet the requirements of this RFP. Please refer to the following solicitation wording in Section B Pricing: *“Offerors are encouraged to submit all available RHTA for consideration.”*

**5. QUESTION:** CLIN #8 This is in addition to #7 frangible. Are you looking for steel 00 buckshot or heavier than lead buckshot?

**ANSWER:** The solicitation allows any offeror to submit any RHTA round that can meet the requirements of this RFP. Please refer to the following solicitation wording in Section B Pricing: *“Offerors are encouraged to submit all available RHTA for consideration.”*

**LGL08R00012, AMD 0003, QUESTIONS AND ANSWERS**

**6. QUESTION:** CLIN #10 This is in addition to #9 frangible. Are you looking for steel #4 buckshot or heavier than lead buckshot?

**ANSWER:** The solicitation allows any offeror to submit any RHTA round that can meet the requirements of this RFP. Please refer to the following solicitation wording in Section B Pricing: "*Offerors are encouraged to submit all available RHTA for consideration.*"

**7. QUESTION:** CLIN #14, #15 and #16. Are you looking for RA223SF Sinterfire frangible, jacketed Frangible, and Q3262 (jacketed tin core – not frangible?? If so where does Q3263 fit in?

**ANSWER:** The solicitation allows any offeror to submit any RHTA round that can meet the requirements of this RFP. Please refer to the following solicitation wording in Section B Pricing: "*Offerors are encouraged to submit all available RHTA for consideration.*" Also, see M.6.2.F, which states: "*No offeror, however, is required to submit an offer on all line items*".

**8. QUESTION:** What is the intended award date?

**ANSWER:** The current plan for award(s) is January, 2009, but that should not be considered guaranteed by the FLETC as many factors can influence the actual award date.

**9. QUESTION:** What is the intended first article delivery date after award?

**ANSWER:** This solicitation does not require a first article delivery. There is a minimum guarantee of 10,000 rounds of ammunition awarded on a delivery order on the date the contract is signed (rounds as selected by the Firearms Division at the FLETC/Glynco), but the delivery of those 10,000 rounds by any awardee is negotiable at the time of award.

**10. QUESTION:** As a woman-owned small business, is it advantageous for us to focus our proposal on quality first and price second?

**ANSWER:** All evaluations will be conducted using the criteria shown in Section M of the solicitation. All delivery orders issued under any resultant contract(s) shall be governed by Section H.6 of the solicitation.

**11. QUESTION:** Even though we are not ISO 9001 certified, and it is not required, what other factors would weight more heavily?

**ANSWER:** All evaluations will be conducted using the criteria shown in Section M of the solicitation.

**12. QUESTION:** Just making sure that samples of loaded ammunition are not needed along with the paper work part of the bid on September 2, 2008?

**ANSWER:** There is no requirement for samples of loaded ammunition to be submitted with any offer. All offers must include a copy of a material safety data sheet for each offered round, however. (Note that the September 2, 2008, closing date has been extended.)

**LGL08R00012, AMD 0003, QUESTIONS AND ANSWERS**

**13. QUESTION:** Is this acquisition set aside for small disabled veteran owned business?

**ANSWER:** No, this acquisition is approved as ‘unrestricted.’

**14. QUESTION:** In Section B, Base Year, and Option Years, Line Item 0001: does Frangible .357 denote 357 SIG?

**ANSWER:** See Question #3.

**15. QUESTION:** In the same section, line item 0003, does this denote 45 GAP Frangible?

**ANSWER:** See Section C.1.2.3 which states: *“If a contract line item does not specifically state ‘frangible’, it shall be deemed as not requiring these frangible mandates.”*

**16. QUESTION:** In the same section, line item 0013, does this denote 380 Auto Frangible?

**ANSWER:** See Question #15. Amendment 0003, Section B, reflects that this round is ‘Auto’.

**17. QUESTION:** In Section C, Paragraph 1.2.1, what is the sample size for the test? What firearms shall be used for performing the test?

**ANSWER:** All commonly used law enforcement weapons will be used for testing. The sample size will vary according to the number of weapons being used.

**18. QUESTION:** In Section C, Paragraph 1.3, What service firearm and barrel length are used for trajectory match testing? What is the bullet weight and velocity used for reference in comparison of RHTA ammunition to Service ammunition? How many rounds are fired in the test?

**ANSWER:** Commonly used law enforcement weapons will be used for testing with a like type of round to the test ammunition.

**19. QUESTION:** In Section J, Exhibit 5, a requirement is made to certify performance in “All Law Enforcement Weapons,” without listing what those are how can testing and certification of performance be made when no list of firearms is made? Can this requirement be amended to include a list of the top five LE firearms?

**ANSWER:** No, due to the potential for new development and procurement of law enforcement weapons during the contract term which are not currently on the market.

**20. QUESTION:** When is the due date for the technical report?

**ANSWER:** There is no requirement for a technical report; there is a requirement for a technical proposal, which shall be Volume 1 of the submitted offer (see Section M.6).

**LGL08R00012, AMD 0003, QUESTIONS AND ANSWERS**

**21. QUESTION:** In Section B, Base Year, and Option Years, line item 0012, can you provide information on what the “CA” designates?

**ANSWER:** “CA” designates ‘caliber’. Amendment #0003 makes this change in Section B.

**22. QUESTION:** In the same section, please distinguish the intended differences between line item 0012 (Frangible .308 CA (WIN)) and line item 0017 (.308).

**ANSWER:** CLIN 0012 must be frangible; that does not apply to CLIN 0017. Please refer to Section C.1.2.3 which states: *“If a contract line item does not specifically state ‘frangible’, it shall be deemed as not requiring these frangible mandates.”*

**23. QUESTION:** In the same section, please distinguish the intended differences between line item 0014 (Frangible .223), line item 0015 (.223 unjacketed), and line item 0016 (.223 jacketed). Is line items 0015 and 0016 frangible?

**ANSWER:** CLINs 0015 and 0016 do not have frangibility requirements. Please refer to Section C.1.2.3 which states: *“If a contract line item does not specifically state ‘frangible’, it shall be deemed as not requiring these frangible mandates.”*

**24. QUESTION:** Paragraph 1.1 of the solicitation states, “The ammunition and all of the component parts shall be free of lead and other top ten substances listed on the 2007 CERCLA Priority List of Hazardous Substances.” The term “free of” implies that no detectable amounts of lead or the other substances are allowed in the ammunition component parts. Since the majority of metals these days are at least in part produced from recycled material, and inherent in this recycled material are trace amounts (less than 1%) or other metals such as lead, cadmium, chromium and possibly mercury, it is virtually impossible to deliver a metal component “free of” the specified metals if “free of” is taken to mean non-detectable. Therefore, we propose that “free of” be defined to mean less than 1%, which is the definition that is commonly used by the Department of Natural Resources in states to define shot gun shot that is lead-free for use in water fowl hunting.

**ANSWER:** Section C.1.1 has been changed by Amendment #0003.

**25. QUESTION:** Per Section Clause 52.225-1 American Act: Is it allowable to procure foreign made components if awarded a contract as long as those parts do not exceed 50 percent of the cost of all the components for the end product?

**ANSWER:** FAR 52.225-1 does state:

“Domestic end product” means—

- (1) An unmanufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

Notice: The certification at 52.225-2 and 52.225.20 applies.

**LGL08R00012, AMD 0003, QUESTIONS AND ANSWERS**

**26. QUESTION:** Please provide clarification on the small business plans requested. Is a plan required for each caliber that a company intends to bid, or one plan for the total dollars of all calibers the company plans to bid?

**ANSWER:** A large business must complete both the individual and summary subcontracting reports for any contract with DHS and enter both contracts on the electronic subcontracting website [www.esrs.gov](http://www.esrs.gov). Any contract awarded by the FLETC will be a compilation of the large business's offer on all calibers, not just on one caliber.

**27. QUESTION:** Due to the bid being due on 2 September and the Labor Day holiday 1 September and the time it will take to get quotes from vendors. This company respectfully requests a two (2) week extension to the 9/2/08 bid date response?

**ANSWER:** Amendment #0002 extended the RFP closing date.

**28. QUESTION:** In section 3.0 paragraph 3.2, the amendment calls for all ammo to be in plastic trays of 50 or 100 rounds. Was this requirement intended for pistol only? We currently do not have a rifle or shotshell ammunition tray solution that would meet this requirement. 50 shotshells in a plastic tray is not normal.

**ANSWER:** This oversight is changed on Amendment #0003.

**29. QUESTION:** Is it acceptable to quote the items not listed as Frangible with Frangible ammunition?

**ANSWER:** No. Please refer to Section M.6.2.F "Pricing of RHTA" which states: "*No offeror, however, is required to submit an offer on all line items.*"

**30. QUESTION:** Is the primer for each product required to meet the Section C, paragraph 1.1 requirement for all CLIN items 0001-0017?

**ANSWER:** Yes. (Please refer to the Section C, Paragraph 1.1, change in Amendment #0003.)

**31. QUESTION:** For CLIN Items 0003 and 0013, what is the expectation for construction and performance of these cartridges? We understand the projectiles do not have to meet the Section C, paragraph 1.2.1 frangibility requirement. Is the projectile material required to meet the Section C, paragraph 1.1 requirement?

**ANSWER:** Projectile material is required to meet the requirements of Section C.1.1. Please refer to Section C, paragraph 1.1, change in Amendment #0003.

**32 QUESTION:** For CLIN Items 0008 and 0010, what is the expectation for construction and performance of these cartridges? We understand the projectiles do not have to meet the Section C, paragraph 1.2.2 requirement. Is the projectile material required to meet the Section C, paragraph 1.1 requirement?

**ANSWER:** Projectile material is required to meet the requirements of Section C.1.1. Please refer to Section C, paragraph 1.1, change in Amendment #0003.

**LGL08R00012, AMD 0003, QUESTIONS AND ANSWERS**

**33. QUESTION:** For CLIN Items 0014, 0015, and 0016, what is the expectation for construction and performance of these cartridges? Is frangibility of the projectile the only expected difference between 0014 and 0015 or between 0014 and 0016?

**ANSWER:** Please refer to Section C.1.2.3 which states: *“If a contract line item does not specifically state ‘frangible’, it shall be deemed as not requiring these frangible mandates.”* Also refer to Section M.6.2.F, which states: *“No offeror, however, is required to submit an offer on all line items.”*

**34. QUESTION:** Will CLIN Item 0014 be restricted to unjacketed configurations?

**ANSWER:** CLIN #0014 (Frangible .223) must meet the specification at Section C.1.2.2 on frangibility. *See ANSWER in question #33 above.*

**35. QUESTION:** Under Section C, paragraph 3.3.1, is marking of the primer cup an acceptable designation of being reduced hazard in nature rather than specifically on the headstamp?

**ANSWER:** Yes, as long as it can be clearly read. See the changed Section C.3.3.1 wording at Amendment #0003.

**36. QUESTION:** Under Section F, paragraph F.7(c), should I-4 be replaced with I.5?

**ANSWER:** This is a typographical error. A correction to Section F is issued with Amendment #0003 to change I-4 to I.5.

**37. QUESTION:** Under Section I, paragraph I.7(b), the maximum order of 10,000 units appears to be in error. What is the maximum anticipated quantity for an order?

**ANSWER:** At Section I.7(b), the maximum quantity of 10,000 units is correct. Offerors should refer to Section B, last column on each pricing sheet, which states “unit price per /1000 each”. A unit is 1000 rounds. Therefore, the maximum order quantity a contractor would be required to honor is 10,000,000 rounds.

**38. QUESTION:** When you ask for an original and two copies to be submitted of Volumes 1.2 and 3 – is each volume to be in its own 3-ring binder, or can all three volumes be in ONE binder with a tab for each section?

**ANSWER:** All volumes of all original/copies shall be in separate binders. Section M.9 (Amendment 0003) has been changed to reflect this clarification.

**39. QUESTION:** In ref. to Glynco, once the transporter checks in to security at Bld 2400, is he or she required to transport our product (ammo) to multiple locations, and how far are those locations from one another?

or

Does our transporter simply check in and then take the product with the 5 mile radius to a specific location and make a clean drop off of all inventory at one location?

**ANSWER:** The transporter will report to Building 2400 (FLETC shipping and receiving located on Glynco Parkway) and from there will proceed to the commercial gate entrance, from the commercial gate, the ammunition will be off-loaded at one location on the FLETC, Glynco, GA.

**LGL08R00012, AMD 0003, QUESTIONS AND ANSWERS**

**40. QUESTION:** Do you need a full copy of the solicitation coming back to you or only the pages and information called out in the solicitation.

**ANSWER:** Only the information called for in the RFP is required. All offerors, however, should follow all the directions in the RFP regarding submittals to be positive their offers are complete, including acknowledgement of amendments.

**41. QUESTION:** It is called out [in the RFP] to have...headstamp and marking of lead free. [Would FLETC accept some other type of marking].

**ANSWER:** See the revised Section C.3.3.1 (Amendment 0003) wording.









**SECTION B**

LOT V		OPTION YEAR IV: 12- month period		FROM: _____ TO _____		
This contract is for Reduced Hazard Training Ammunition as described herein. See summary sheet in this Section for minimum/maximum totals for each year. Offerors are encouraged to submit all available RHTA for consideration. "From" and "to" dates for the contract year will be completed by the Government at the time of award.						
CLIN	CALIBER/GAUGE	MANUFACTURER'S DESCRIPTION	MANUFACTURER'S S PART NUMBER	CASE QTY	DELIVERY ARO	UNIT PRICE PER/1000 EACH
4001	Frangible .357					
4002	Frangible .45 ACP (Auto)					
4003	.45 GAP					
4004	Frangible .40 S&W					
4005	Frangible 9MM (9x19)					
4006	Frangible 10MM					
4007	Frangible 12 GA #00 Buck					
4008	12 GA #00 Buck					
4009	Frangible 12 GA #4 Buck					
4010	12 GA #4 Buck					
4011	12 GA #7 Shot					
4012	Frangible .308 Caliber (Win)					
4013	.380 Auto					
4014	Frangible .223					
4015	.223 Unjacketed					
4016	.223 Jacketed					
4017	.308					
4018	Report of Orders (See F.7)					NOT SEPARATELY PRICED
4019	Small Business Subcontracting Reports (See I.1, 52.219.9 & 3052.219-70)					NOT SEPARATELY PRICED
4020	Annual Published price List(s) (See I-5)					NOT SEPARATELY PRICED
SECTION B, OPTION YEAR 4						

**SECTION B**

<b>SUMMARY</b>				
<b>LOT I</b>	<b>BASE YEAR</b>	MINIMUM GUARANTEE: 10,000 ROUNDS PER CONTRACT		
		MAXIMUM TOTAL VALUE OF ORDERING CAPACITY OF ALL RHTA CONTRACTS		\$30,000,000
<b>LOT II</b>	<b>OPTION YEAR I</b>	MINIMUM GUARANTEE: 10,000 ROUNDS PER CONTRACT		
		MAXIMUM TOTAL VALUE OF ORDERING CAPACITY FOR ALL RHTA CONTRACTS		\$30,000,000
<b>LOT III</b>	<b>OPTION YEAR II</b>	MINIMUM GUARANTEE: 10,000 ROUNDS PER CONTRACT		
		MAXIMUM TOTAL VALUE OF ORDERING CAPACITY FOR ALL RHTA CONTRACTS		\$30,000,000
<b>LOT IV</b>	<b>OPTION YEAR III</b>	MINIMUM GUARANTEE: 10,000 ROUNDS PER CONTRACT		
		MAXIMUM TOTAL VALUE OF ORDERING CAPACITY FOR ALL RHTA CONTRACTS		\$30,000,000
<b>LOT V</b>	<b>OPTION YEAR IV</b>	MINIMUM GUARANTEE: 10,000 ROUNDS PER CONTRACT		
		MAXIMUM TOTAL VALUE OF ORDERING CAPACITY FOR ALL RHTA CONTRACTS		\$30,000,000
<b>MAXIMUM TOTAL VALUE OF ORDERS OF ALL RHTA CONTRACTS FOR ALL CONTRACT PERIODS SHALL NOT EXCEED:</b>				\$150,000,000
NOTICE: The minimum guarantee of 10,000 rounds shall be the round or combination of rounds chosen by the Government.				
<b>SECTION B, SUMMARY</b>				

## 1.0 **SCOPE**

This specification applies to reduced-hazard training ammunition (RHTA) strictly for law enforcement officer (LEO) training purposes for the Department of Homeland Security and its organizational elements. Procuring agency: Department of Homeland Security (DHS), Federal Law Enforcement Training Center (FLETC) with multiple training sites in the United States. This specification applies to frangible and non-frangible projectiles and must meet the following requirements:

### 1.1 **Environmental Health and Safety** (changed by Amendment #0003)

RHTA shall utilize components that minimize hazards to personnel and the environment. The ammunition and all of the component parts shall be free of lead and the other top ten substances listed on the 2007 CERCLA Priority List of hazardous Substances. A product is deemed free of lead if it tests at less than or equal to 1 mg/l of lead using Toxic Characteristic Leaching Procedure (TCLP) analysis on the entire proposed round to include all of its component parts. The manufacturer shall supply the certified TCLP analysis, to include all 8 RCRA metals, prior to acceptance. In addition, any and all ammunition components shall not cause the Action Level (AL) or the Permissible Exposure Limits (PEL) as established by the Occupational Safety and Health Administration (OSHA 29 CFR 1910.1000) to be exceeded in a training environment. Either of these conditions shall be cause for disqualification and/or rejection at the discretion of the FLETC. All RHTA and component parts shall be designed to minimize the generation of hazardous waste. All RHTA proposed for delivery must have the Material Safety Data Sheet(s) pre-approved by the FLETC prior to shipment and delivery.

### 1.2 **Frangibility**

If the contract line item requires a frangible projectile, the round shall be designed for use with steel or other targets at a close distance where ricochet creates an unacceptable hazard. Frangible projectiles must break up upon target impact, as follows:

**1.2.1 Handgun** – when fired against a vertical 3/8”x24”x24” armor steel plate (AR400 Brinell or harder) at a 45 degree angle of impact, from a distance of 10 feet, shall fragment after a single impact, with the largest resulting fragment not exceeding 5 grains in weight and no 5 grain particle shall penetrate a 200 weight cardboard witness panel located 10 feet from initial impact. Only handgun ammunition producing fragments no larger than 5 grains will be considered as qualified for delivery to the DHS/FLETC.

**1.2.2 Rifle/Shotgun** – shot ammunition when fired against a vertical 3/8”x24”x24” armor steel plate (AR 400 Brinell or harder) at a 45 degree angle of impact, from a distance of 21 feet, shall fragment after a single impact, with the largest resulting fragment not exceeding 5 grains in weight and no 5 grain particle (or larger) shall penetrate a 200 weight cardboard witness panel located 21 feet from initial impact. Only rifle/shotgun ammunition producing fragments no larger than 5 grains will be considered as qualified for delivery to the DHS/FLETC.

**1.2.3** If a contract line item does not specifically state ‘frangible’, it shall be deemed as not requiring these frangibility mandates.

### **1.3 Ballistic Match**

The center of impact of any RHTA handgun projectiles or shotgun slugs shall be no more than two inches away from the center of impact of the leaded service-duty style ammunition at a range of 25 yards. The center of impact of any RHTA rifle rounds shall be no more than two inches away from the center of impact of the leaded service-duty style ammunition at a range of 100 yards.

### **1.4 Bullet Integrity**

RHTA projectiles must remain intact until impact with hard barriers. Projections shall not fragment in the bore, while in flight, or when striking paper targets with cardboard backs. The projectile (except shotshells using birdshot or buckshot) must stabilize in flight at all distances out to: 25 yards for handguns, 50 yards for shotgun slug rounds , and 100 yards for rifle rounds, so that a single round hole is created in the target medium, specifically paper targets and cardboard backing.

### **1.5 Lot Formation/Primer Lots**

Each lot shall be assigned a lot number in accordance with an established lot numbering system; only one type and weight of propellant shall be used in a lot. Each cartridge lot shall contain no more than two lots of primers and one lot of propellant. A primer lot shall consist of a specific product, made on consecutive work shifts, with no break in the production of that specific product.

### **1.6 Shelf Life**

RHTA shall have a manufacturer’s warranted shelf life of a minimum of two years from the date of shipment when stored dry in the manufacturer’s packaging. Exterior of cases shall indicate a “USE BY (month & year)” date that will be 3 months prior to the expiration of the shelf life. (SEE Sec I.12)

## **2.0 APPLICABLE DOCUMENTS**

**2.1 General.** This specification lists performance requirements for the acquisition of reduced-hazard training ammunition (RHTA).

**2.2 Non-Government publications.** The following documents form a part of this document to the extent specified herein:

ANSI/SAAMI Z299.3-1993: Voluntary Industry Performance Standards for Pressure & Velocity of Center Fire Pistol & Revolver Ammunition for the use of Commercial Manufacturers - Sporting Arms and Ammunition Manufacturer's Institute (SAAMI), P.O. Box 262, Frankfort, NY 13340

ISO 9001:2000, Quality Management Systems Requirements - International Organization for Standardization, 1, rue de Varembe, Case postale 56, CH-1211 Geneva 20, Switzerland

(NOTICE: Non-Governmental standards and other publications are normally available from the organizations that prepare or distribute the documents. These documents may also be available in or through libraries or other information services)

**2.3 Order of Precedence.** In the event of a conflict between DHS/FLETC documents and the references cited herein, DHS/FLETC contract and specifications shall take precedence.

## **3.0 RHTA REQUIREMENTS**

### **3.1 Reservation of Right to Add Addition Types of Ammunition**

This requirement covers various ammunition rounds as shown in Section B Pricing of this document, and DHS/FLETC reserves the right to add other rounds during the term of this acquisition based upon agency training needs.

### **3.2 Packaging and Marking** (changed by Amendment #0003)

DHS/FLETC requests that all RHTA be packaged in 200, 250, 500 or 1000 round cases, (in plastic trays if available for a particular round) as approved by the DHS/FLETC. No Styrofoam ammunition trays will be accepted. Exterior product shipping case and individual boxes shall be clearly marked with manufacturer's name, caliber/style & grain, and lot number. When palletization is approved by the DHS/FLETC, exterior identification of RHTA shall be shown in a readily identifiable manner (bright colored signs within the shrink wrap are suggested).

### **3.3 Cartridges**

#### **3.3.1 RH Identification/Marking** (changed by Amendment #3)

So that this ammunition is easily distinguished from leaded rounds in the training environment, all reduced hazard rounds shall be identified as such. Cartridge head stamping is a reliable means of identifying rounds as reduced hazard. Primer marking for identification of reduced hazard is acceptable; however, the DHS/FLETC reserves the right to have reduced hazard rounds 'head stamped' as a means of identification if unresolved problems occur with primer identification marking.

#### **3.3.2 Cartridge Material**

RHTA shall be constructed of new, unfired components.

### **3.4 Quality System**

It is desired that the manufacturer have a quality system that is commensurate with ISO 9001: 2000, Quality Management Systems Requirements. Manufacturers shall provide written proof of International Standards Organization (ISO) 9001:2000 certification from an accredited agency with submitted proposals.

### **3.5 Weapons in use at DHS/FLETC**

DHS/FLETC provides training for more than 80 agencies; numerous manufacturers' weapons are used during firearms training (some are FLETC-owned and some other-agency owned). Any RHTA delivered under this contract must perform in a satisfactory manner in any law enforcement weapon, regardless of the weapon manufacturer.

### **3.6 RHTA that fails to perform satisfactorily (see Section E.2)**

Should RHTA malfunction in a weapon, the DHS/FLETC (or other ordering agency) will:

**3.6.1.** Attempt to duplicate the malfunction using another manufacturer's RHTA in the same weapon, and/or....

**3.6.2** Use the subject RHTA in at least one other manufacturer's weapon to attempt to duplicate the malfunction.

**(These are the only performance tests that the DHS/FLETC will perform on any RHTA product before rejecting the RHTA as defective and requesting replacement and/or refund from the RHTA contractor.) Results of these performance tests will be documented.**

### **3.7 Replacement and/or Refund for Defective RHTA.**

**3.7.1** If the DHS/FLETC (or other ordering agency) receives a lot of defective RHTA that does not perform satisfactorily as shown in 3.6, the DHS/FLETC reserves the right to request replacement of the lot or to require the contractor to provide a refund for the lot. All transportation costs involved will be at the contractor's expense, as well as any costs for destruction and/or recycling of defective RHTA.

**3.7.2** The training field failure rate for RHTA attributable to the RHTA is not more than 1 failure per 1,000 round. Description of failures is described as (but is not necessarily limited to):

Misfire, hangfire, squib load, excessive powder residue build-up in weapons, excessive bullet residue build-up in barrel or chamber, excessive unburned powder, excessive smoke, or excessive powder burning odor.

### **3.8 Workmanship**

Metallic components and the completed cartridges shall be manufactured using established industry standards; unacceptable workmanship includes (but is not necessarily limited to) folds, wrinkles, deep draw scratches, scaly metal, dents, burrs, deformed case, improperly seated primer, inert primer, hard primer, inconsistent bullet seating, sheared/broken projectiles and other defects. All components and the completed cartridge shall be free of foreign material including (but not necessarily limited to), corrosion, dirt, oil, grease, smears of lacquer and metal chips. Ammunition rejected due to failures under this paragraph will be replaced or a refund of the cost paid will be made to the DHS/FLETC (or other ordering entity).

End of Section C

## **F.7 OTHER DELIVERABLES**

a. Reports of Orders Received: The Contractor shall furnish quarterly reports of delivery orders received during the period of performance of the contract. The report shall show the item number, quantity, ordering activity, and be forwarded to the ordering Contracting Officer at the DHS/FLETC Procurement Division, Glynco, Georgia, within 10 calendar days after the close of each reporting period. Quarterly periods are defined as January through March, April through June, July through September, and October through December.

b. Small Business Subcontracting Reports as required by FAR Part 19: Any contractor that meets the statutory requirements of FAR 19.702 shall submit subcontracting accomplishments on the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) by using the web-based Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>.

c. Annual Published Price List(s): see **Section I-5 (changed by Amendment #0003)**

d. Unless waived by the office/agency contracting officer, the contractor shall notify the office/agency POC as indicated in the delivery order by facsimile or electronic mail at least 24 hours prior to product delivery. This notification shall be marked "Notification of Delivery" and shall include the delivery order number, contract number, caliber, quantity shipped, number of cases and rounds per case, manufacturer's part number and lot number of all ammunition being shipped. A Material Safety Data Sheet (MSDS) shall be furnished with the first shipment, unless otherwise instructed by the ordering office/agency. After the first shipment, the contractor shall provide the MSDS only if it has been amended, unless otherwise required by the ordering contracting officer.

e. Failure or refusal to furnish these submittals and notices, or falsification thereof, shall constitute sufficient cause for applying the provisions of FAR 52.249-8, Default Fixed Price Supply and Service.

## **F.8 52.211-11 -- LIQUIDATED DAMAGES -- SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 00) [11.503(a)]**

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of **\$1,000** per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default -- Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination Amendment #0003

**M.7 3052.216-70 EVALUATION OF OFFERS SUBJECT TO AN ECONOMIC PRICE  
ADJUSTMENT CLAUSE (JUN 2006)[HSAM 3016.203-470]**

Offers shall be evaluated without adding an amount for an economic price adjustment. Offers may be rejected which: (1) increase the stipulated ceiling; (2) limit the downward adjustment; or (3) delete the economic price adjustment clause. If the offer stipulates a ceiling lower than that included in the solicitation, the lower ceiling will be incorporated into any resulting contract.

(End of provision)

**M.8 AWARD (MULTIPLE OR SINGLE)**

In addition to other factors, offers will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). Award(s) will be made to the offeror(s) whose proposal(s) is (are) most advantageous to the Government, price and other factors considered.

**M.9 SUBMISSION OF OFFERS (changed by Amendment #0003)**

Offerors shall submit an original and two copies of the following, which shall be in separate light-weight three-ring binders:

- a. Volume 1 – Technical Proposal
- b. Volume 2 – Past Performance Documentation
- c. Volume 3 - Pricing

**END OF SECTION M**