AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
	1	6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ #	5. PROJECT NO. (If Applicable)
0004	9/11/2008	n/a	

6. ISSUED BY CODE

Department of Homeland Security
Federal Law Enforcement Training Center
Procurement Division, Building 93
Glynco, Georgia 31524

7. ADMINISTERED BY (if other than Item 6) CODE

See Block 6 for address

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

CODE FACILITY CODE

(x)	9A. Amendment of Solicitation No.
x	LGL08R00012
	9B. Dated (See Item 11) 8/1/2008
	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, [x] 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 T (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, [x] 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.)

A. This amendment is issued to make the following change in this solicitation:

(1) Delete Performance-Based Description of Ammunition, Section C-1 through C-5, annotated Amendment #0003.

(2) Incorporate attached Performance-Based Description of Ammunition, Section C-1 through C-5, annotated Amendment #0004. This revised document adds Section C paragraph 1.7 "Waterproofing".

B. All other terms and conditions of this solicitation remain unchanged; closing date is 9/23/09.

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)	
		PATRICIA NEWMAN 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 SEP 11 2008

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 Brinnel 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 Brinnel 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)

1.7 Waterproofing (added by Amendment #0004)

A Primer sealant shall be utilized. The sealant shall be clear (transparent) or of a red or blue color. The RHTA projectile may be sealed so as to prevent the degradation of performance by exposure to humidity levels ranging from 0% to 100%. Lack of sealing the projectile does not disqualify any product as long as storage life is not degraded; ammunition delivered must have a shelf life as stated herein.

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