DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF INVESTIGATION

REQUEST FOR PROPOSAL

RFP 15F06726R0000147

Suppressors - 5.56 NATO

(Suppressors, Muzzle Adaptors and Training Suppressors)

Issue Date: May 13, 2026
Questions Due: May 29, 2026
Due Date for Proposals and Samples: July 17, 2026

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PART I – THE SCHEDULE

SECTION A

This Section is intentionally left blank.

[End of Section]

SECTION B – SUPPLIES OR SERVICES AND PRICES/COST

B.1 DESCRIPTION OF SUPPLIES

Under the policies and procedures prescribed in Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Products, in conjunction with Part 15, Contracting by Negotiations, the Contractor shall provide suppressors[1], muzzle adaptors, and training suppressors[2].

B.2 TYPE OF CONTRACT

The Federal Bureau of Investigation (FBI) is issuing a total small business set aside Request for Proposal (RFP) 15F06726R0000147, Suppressors- 5.56 NATO.

The Government anticipates a single award Firm Fixed Price, Indefinite Delivery/Indefinite Quantity (IDIQ) type contract for one (1) base year and four (4) possible one year option periods, with a six (6) month option to extend.

The solicitation documents incorporate provisions and clauses in effect through Federal Acquisition Circular (FAC) 2026-01.

The North American Industry Classification System code is 332994, Miscellaneous Weapons, a small business size standard of 1,000 employees.

The contract award resulting from this solicitation will be made using a best value tradeoff process in accordance with FAR 15.103-1. Technical performance, price, and past performance will be considered. Technical performance is more important than price. Price is more important than past performance.

The Government will evaluate proposals in accordance with the evaluation criteria set forth in this solicitation and make award to the responsible Offeror whose proposal was found to be the best value to the Government. The Government may make award to an Offeror other than the highest technically rated or other than the lowest price.

B.3 CONTRACT AND ORDER LIMITATIONS

Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies specified in the Schedule up to and including the quantities designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated as the "minimum," hereby established as **$2,000.00** over the life of the contract established.

The Government shall not be required to purchase from the Contractor any additional quantities

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[1] 18 U.S.C., Section 921 (A)(24) defines "firearm silencer" or "firearm muffler" to mean, "any device for silencing, muffling, or diminishing the report of a portable firearm …" For the purposes of this solicitation, "firearm silencers" will be referred to as "suppressors."

[2] Throughout this document "training suppressor" may be used interchangeably with "non-lethal training aid." As training suppressors lack internal components designed to reduce the sound signature of the weapon, it does not meet definition of a "firearm silencer" under 18 U.S.C., Section 921 (A)(24).

after the initial guaranteed minimum. The obligation of funds and specific quantities will be ordered through individual delivery orders or the Government Purchase Card Program (GPC).

The Government's intent is to establish one (1) IDIQ contract under this solicitation. The maximum threshold for the established IDIQ is expected to be **$45,000,000**.

The Government reserves the right to increase the value of this contract by 15% of the accepted awarded value with in-scope modifications.

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

Price proposals shall be submitted using the Pricing Matrix provided in this solicitation. Refer to Section J, Attachment 1 – Pricing Matrix.

[End of Section]

SECTION C - STATEMENT OF WORK

C.1 GENERAL DESCRIPTION

In support of law enforcement operations and training activities, the FBI is seeking a contract for suppressors, muzzle adaptors, and training suppressors which are fully compatible with the FBI's existing fleet of carbines.

The FBI utilizes carbines chambered in 5.56 NATO. Throughout this solicitation, the FBI may refer to the firearm as the "Bureau Pattern Carbine" or "BPC." The characteristics of the BPC which are relevant to suppressor manufacturers are listed in detail in Section C.3.1.

The FBI is seeking suppressors, muzzle adaptors, and training suppressors. If specialized installation tools, removal tools, or cleaning equipment are necessary for use and maintenance, Offerors shall make those items available on contract.

For the purposes of this solicitation, the required items are described as follows:

> **Suppressor –** a device that when installed on the muzzle-end of a firearm reduces the sound signature and perceived recoil produced when firing the weapon.
> **Muzzle adaptor –** a device that threads onto the muzzle of the firearm which provides the interface needed to securely attach the suppressor and ensure correct bore alignment. A muzzle adaptor may help to reduce muzzle raise and suppress flash.
> **Training suppressor (aka non-lethal training aid) –** a device that imitates the operational suppressor in dimensions and weight but lacks the internal components designed to reduce the sound signature of the weapon.

It is the FBI's intent to make this contract available to other government agencies. Please see Section C.6.1 for details on authorized buyers.

C.2 SCOPE

C.2.1 This solicitation documents the FBI's requirements for suppressors, muzzle adaptors, and training suppressors, which must be compatible with the 5.56 NATO firearms issued or approved for use by the FBI.

C.2.2 The evaluation process outlined in Section M is specific for this solicitation and should not be considered the test standard for other FBI requirements.

C.2.3 For the life of the contract, the supplies provided by the Contractor shall meet all requirements specified within the Statement of Work (Section C) and the evaluation criteria (Section M).

C.3 GENERAL REQUIREMENTS

C.3.1 Suppressors, muzzle adaptors, and training suppressors shall be compatible with the FBI's issued 5.56 NATO firearms. Those firearms include the following:

Bureau Pattern Carbine (BPC)

- Semi-automatic direct gas impingement carbine. Geissele chrome lined barrel with a 5.56 NATO chamber, 1:7 twist, 0.066" gas port, 1/2 x 28 threaded muzzle, with Mil-Spec upper and Mil-Spec lower receiver. The buffer is an "H", and the feed ramps are "M4" design.
- Semi-automatic direct gas impingement carbine. Colt chrome lined barrel with a 5.56 NATO chamber, 1:7 twist, 0.073" gas port, 1/2 x 28 threaded muzzle, with Mil-Spec upper and Mil-Spec lower receiver. The buffer is an "H", and the feed ramps are "M4" design.
- Semi-automatic direct gas impingement carbine. Colt chrome lined barrel with a 5.56 NATO chamber, 1:7 twist, 0.066" gas port, 1/2 x 28 threaded muzzle, with Mil-Spec upper and Mil-Spec lower receiver. The buffer is an "H", and the feed ramps are "M4" design.

C.3.2 Suppressors, muzzle adaptors, and training suppressors shall be compatible with the following handguards: Geissele MK 4 rail; Geissele MK 16 rail; and the Colt 10.5" EPR II handguard (part number #403598). Suppressors, muzzle adaptors, and training suppressors shall not interfere with the handguard/rail or accessories mounted at or near the muzzle-end of the handguard/rail (including the Picatinny rail and M-LOK attachments).

C.3.3 No component of the suppressors, muzzle adaptors, or training suppressors shall have been previously used. Recycled or refurbished suppressors, muzzle adaptors, and training suppressors will not be accepted.

C.3.4 Contractor/manufacturer shall make no alterations to the suppressors, muzzle adaptors, training suppressors, or components without prior notification, and written approval by the Contracting Officer (CO). This includes material changes to the manufacturer processes such as outsourcing or the introduction of subcontractors.

C.3.5 Contractor/manufacturer shall be capable of conducting in-house quality control testing to ensure standards are maintained throughout the life of the contract.

C.3.6 Non-OEM offerors shall submit formal evidence of their status as an authorized reseller of the products (e.g., a Manufacturer Authorization Letter, Partner Certificate, etc.). Failure to include this documentation within the initial proposal will result in a determination of **'Technically Unacceptable,'** and the proposal will be excluded from further evaluation.

C.4 SPECIFICATIONS

C.4.1 Suppressor Specifications

C.4.1.1 Suppressor shall be of "low back pressure" or "high flow rate" design.[3]

[3] For the purposes of this solicitation, "low back pressure" or "high flow rate" design means that gasses can exit or vent the suppressor through ports separate from and in addition to the bore line hole. The design of the suppressor should account for gas management and allow for gasses to escape the front of the suppressor and away from the shooter's face.

C.4.1.2 The suppressor shall not be modular in design. If removable components are present, they shall only be removable / interchangeable during depot-level or manufacturer-level maintenance, and not removable by the end user. The Government is expressly forbidding suppressors with adjustable overall lengths and interchangeability between quick-detach (QD) and direct thread.

C.4.1.3 The suppressor, when installed on a BPC and firing current FBI-approved service ammunition[4], shall reduce the sound pressure level by no less than **10.00 Decibels (dB)** when compared to firing the BPC unsuppressed.

C.4.1.4 The suppressor, when installed on a BPC, with the Offeror-provided muzzle adaptor, shall meet an accuracy requirement of less than or equal to **4.00 minute of angle (MOA)** with service ammunition.[5]

C.4.1.5 The suppressor shift shall not exceed **3.00 MOA** with service ammunition.[6]

C.4.1.6 The group repeatability shall not exceed **2.00 MOA** with service ammunition.[7]

C.4.1.7 The suppressor, when installed on the BPC, shall add no more than **6.00"** to the overall length of the carbine.

C.4.1.8 The weight of the suppressor shall not exceed **20.0 ounces**.

C.4.1.9 The suppressor shall be a quick-detach (QD) design.

C.4.1.10 The suppressor shall have a positive lock (e.g. locking collar, ratcheting lock, etc.) to mechanically secure the suppressor to the muzzle adaptor. Suppressor shall have a visible indicator to aid the user in confirming the locked or unlocked status of the suppressor.

C.4.1.11 The suppressor diameter shall not exceed **1.9 inches** at the widest part of its body (QD attachment point and locking collar excluded).

C.4.1.12 The suppressor and muzzle adaptor shall produce minimal flash / sparks when fired.[8]

C.4.1.13 If a suppressor's design requires the use of a tool to install or remove the suppressor, the Offeror shall make the tool or tools available for purchase as a contract line item.

C.4.1.14 The Offeror shall provide a use and care manual detailing the cleaning and

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[4] Throughout this solicitation, references to "FBI service ammunition" shall mean Federal 64 grain Tactical Bonded (product # Z556T64XFBI), Federal 64 grain Tactical Bonded (product # Z556T64FBI), and/or Federal 62 grain Tactical Bonded Soft Point (product # Z223T3FBISBC).

[5] See Section M for accuracy evaluation protocol.

[6] For the purposes of this solicitation, suppressor shift describes the change in the point of impact when firing the weapon suppressed versus unsuppressed. See Section M for suppressor shift evaluation protocol.

[7] For the purposes of this solicitation, group repeatability describes the change in the point of impact when firing the weapon suppressed. Specifically, the change in the point of impact after removing and reinstalling the suppressor on the firearm. See Section M for group repeatability protocols.

[8] See Section M.3.2 for muzzle flash/spark evaluation protocol.

maintenance schedule for the suppressor and muzzle adaptor. If the suppressor requires specific cleaning equipment, the Offeror shall make the equipment available for purchase as a contract line item.

C.4.1.15 Suppressors shall be available in Flat Dark Earth (or similar) and black.[9] The finish shall be a matte finish. With the exception of blue, other colors are permissible but not required.[10]

C.4.1.16 The color and finish of the suppressor shall be resistant to degradation in appearance by heat or common cleaning practices.

C.4.1.17 The suppressor shall have an embossed, visible serial number with sufficient depth as not to be obscured by surface coatings.

C.4.1.18 The suppressor shall be compatible and functionally reliable[11] with the BPC when firing FBI approved service and training ammunition[12].

C.4.1.19 With the muzzle adaptor and suppressor installed on a BPC, the weapon system shall meet the minimum functional reliability standard of no more than one (1) stoppage in two thousand (2,000) rounds fired.[13]

C.4.1.20 The suppressor shall be warrantied for a minimum of 10,000 rounds.

C.4.1.21 The suppressor, when installed on a BPC, should withstand one (1) impact from a height of 48". Following the impact, the suppressor should stay aligned (e.g., the firearm bore and suppressor bore remain in alignment) and the suppressor bore should not be obstructed.[14]

C.4.2 Muzzle Adaptor Specifications

C.4.2.1 The muzzle adaptor shall be a "flash-hider" style muzzle adaptor.[15]

C.4.2.2 The muzzle adaptor shall not be a "muzzle brake" style device.[16]

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[9] The FBI does not require specific Pantone colors.

[10] As noted in C.4.3.3, the color blue is required for training suppressors. For safety, operational suppressors shall not be blue in color.

[11] Functional reliability requirements are detailed in Section M. "Functioning" of the carbine is defined as feeding, chambering, locking, firing, unlocking, extracting, ejecting, and cocking.

[12] Throughout this solicitation, references to FBI "training ammunition" shall mean Federal 64 grain Open Tip Match (OTM) (product Z556TRL64FBI), Hornady 75 grain Training Reduced Lead (product 81291), Federal 55 grain OTM (product # Z556TR55FBI), Remington 55 grain JPMF Disintegrator, and Black Hills Ammunition 62 Grain RRLP.

[13] See Section M for functional reliability protocol.

[14] See Section M for drop evaluation protocol.

[15] For the purposes of this solicitation, the Government considers a "flash hider" style device to be a muzzle adapter designed to reduce the visible muzzle flash produced when a cartridge is fired.

[16] For the purposes of this solicitation, the Government considers a "muzzle break" style device to be a muzzle adapter that redirects or vents propellant gasses laterally to reduce the rearward recoil.

C.4.2.3 The muzzle adaptor shall be threaded ½-28 threads per inch (TPI).

C.4.2.4 The muzzle adaptor, when installed on a BPC, shall meet an accuracy requirement of less than or equal to **4.00 minute of angle (MOA)** with service ammunition fired unsuppressed.[17]

C.4.3 Training Suppressor Specifications

C.4.3.1 The training suppressor (aka non-lethal training aid) shall be similar in appearance to the suppressor. The training suppressor shall be nominally the same diameter, length, and weight as the suppressor.

C.4.3.2 The training suppressor shall utilize the same QD mount and positive lock (locking collar) as the suppressor.

C.4.3.3 The training suppressor shall be available in blue.[18]

C.4.3.4 The training suppressor shall be compatible with the FBI's existing 5.56 NATO carbines, utilizing a UTM or Simunition conversion bolt, and non-lethal training rounds.[19]

C.5 QUALITY CONTROL PLAN

C.5.1 Contractor shall provide specific information on Quality Control (QC) measures applied to all supplies acquired under contract. Any revisions to the QC plan shall be forwarded to the CO within five (5) calendar days of the effective date.

C.5.2 Suppressors and/or muzzle adaptors which fail any portion of Contractor's QC testing shall be rejected and not shipped under this contract.

C.5.3 Contractor/manufacturer shall be capable of performing a failure analysis for any suppressor which does not function as designed or exhibits signs of an obvious anomaly. Results of such a failure analysis shall be reported to the FBI and purchasing agency (if different from the FBI) in writing, within ten (10) business days of receipt of the suppressor in question. If necessary, Contractor shall also outline remedial action(s) taken to correct the defect.

Note: As law enforcement firearms may be used in the defense of life, the FBI would stress to Offerors the need to maintain a high level of quality control throughout the life of the contract.

C.6 AUTHORIZED BUYERS

C.6.1 Authorized buyers include Department of Justice agency components, including but not limited to FBI, Drug Enforcement Administration (DEA), and United States Marshals Service (USMS).

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[17] See Section M for accuracy evaluation protocol.

[18] The FBI does not require specific Pantone color.

[19] Non-lethal training rounds used by the FBI include Ultimate Training Munitions (UTM) and Force on Force.

C.6.2 Other federal agencies may seek permission to utilize the contract on a case-by-case basis. Interested parties shall contact the Contracting Officer (CO) and Contracting Officer Representative (COR) for authorization. If approved by the CO or COR, an authorization number will be utilized for record keeping purposes.

C.6.3 All orders shall be prioritized in the order they are received. Emergency orders placed by the FBI, as identified by CO or COR, shall receive priority over all other orders.

C.7 REPORTS

C.7.1 Contractor shall provide quarterly reports to the CO and Contracting Officer Representative (COR) within thirty (30) calendar days of the end of the quarter [Jan-Mar/Apr-Jun/Jul-Sep/Oct-Dec] during which supplies were ordered. The report shall include:

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

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

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

C.7.2 It is preferred that this information be provided using Microsoft Excel.

C.7.3 If the quarterly report is not provided within thirty (30) calendar days of the end of quarter as required, a written explanation as to why the report is tardy shall be provided with the quarterly report.

C.8 SECURITY AND ACCESS CONTROL

C.8.1 On-site visits to FBI facilities, if necessary, require a minimum of 48 hours advance notice, unless an exigent circumstance exists.

C.9 MEDIA STATEMENTS

C.9.1 All press statements and releases related to the contract shall receive advance written approval from the CO.

[End of Section]

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

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

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

D.2 PACKAGING AND IDENTIFICATION

D.2.1 The items shall be packed in standard commercial packaging materials with accompanying use and care manuals.

D.2.2 Exterior of packaging shall include pertinent information including the make, model, color and serial number (when applicable).

D.2.3 Packing shall be available for induvial items. Bulk packing for large orders is acceptable, provided sufficient packaging materials are used to avoid damage to product, and the contents of the package are adequately documented.

[End of Section]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 QUALITY ASSURANCE

E.1.1 The Government requires the Contractor to maintain the quality of the product delivered throughout the life of the contract. Quality of the product delivered will be monitored by the COR and/or Technical Point of Contact (TPOC).

E.1.2 Contractor shall provide a point of contact for administrative matters pertaining to the contract and a point of contact for technical specifications related to the suppressors.

E.1.3 Contractor shall take corrective action within ten (10) business days of written notification of a contract non-conformance. Action may include replacement of all defective, deficient, or suspect suppressors; and provide the CO and/or COR with written results of failure analysis, and preventative measures to avoid repetitive non-conformances. Any issues pertaining to defective or deficient suppressors shall be resolved to the satisfaction of the FBI.

E.1.6 Failure to maintain the standards established at the time of award is detrimental to the Government. Should a pattern of failure emerge, this shall constitute grounds for the initiation of termination proceedings.

E.2 WARRANTIES

E.2.1 Contractor warranties this product to be free of defects and of merchantable quality within the meaning of the Uniform Commercial Code.

E.2.2 Suppressor shall be warrantied for a minimum of 10,000 rounds.

E.2.3 Muzzle adaptors shall be warrantied for a minimum of 10,000 rounds.

[End of Section]

SECTION F – DELIVERIES AND PERFORMANCE

F.1 PERIOD OF PERFORMANCE

F.1.1 The anticipated period of performance shall be a twelve (12) month base period, to begin on the date of award, with four (4) possible one-year option periods, with a six (6) month option to extend.

F.2 DELIVERY SCHEDULE

F.2.1 Supplies shall be shipped to destinations set forth in the respective delivery order or as designated by the Government Purchase Card Request Form.

F.2.2 Contractor is to deliver the entire quantity of suppressors. Partial shipments may be accepted with approval from the CO or COR.

F.2.3 Orders shall be received by the requestor within 90 days of the Contractor's receipt of order.

F.2.4 With the exception of emergency orders, orders shall be filled in the order received by the Contractor. Emergency orders, as designated by the CO, shall take priority over all others.

F.3 NOTICE TO THE GOVERNMENT OF DELAYS

F.3.1 In the event the Contractor encounters difficulty in meeting delivery schedules or completion dates, or if the Contractor has knowledge of a situation that may delay the timely delivery or an order, the Contractor shall notify the CO, COR, and Requestor. The notification shall include (1) a detailed justification for the delay and (2) a realistic time for delivery.

F.4 PLACE OF DELIVERY / F.O.B. DESTINATION

F.4.1 Suppressors shall be shipped to all FBI (and other approved Federal government purchasers) locations within CONUS, as well as Hawaii, Alaska, Puerto Rico, and U.S. Virgin Islands. Shipping address will be noted at the time of order.

Note: Offerors should expect that all or nearly all shipments of suppressors and muzzle adaptors for the FBI will be shipped to Redstone Arsenal, Alabama or Quantico, Virginia. Similarly, shipments to the DEA and USMS may be primarily to Quantico, Virginia and Glynco, Georgia, respectively.

F.4.2 Delivery of supplies shall be F.O.B. Destination.

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

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

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

(b) The Contractor shall;

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

(End of Clause)

[End of Section]

SECTION G – CONTRACT ADMINISTRATION

G.1 JAR 2852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NOV 2020)

A. Mr./Ms. (Name) of (Organization), (Address), (Area Code & Telephone No.,), is hereby designated to act as Contracting Officer's Representative (COR) under (contract #), for the period of (specify the performance period of the contract that the designation covers).

B. The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided in accordance with the terms and conditions of this contract; Clarifying, directing, or redirecting the contract effort, including shifting work between work areas and locations, filling in details, or otherwise serving to accomplish the contractual statement of work to ensure the work is accomplished satisfactorily; evaluating performance of the contractor; and, certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

C. The COR does not have the authority to issue direction that: constitutes a change of assignment or work outside the contract specification/work statement/scope of work. Constitutes a change as defined in the clause entitled "Changes" or other similar contract term. (iii) Causes, in any manner, an increase or decrease in the contract price or the time required for contract performance; Causes, in any manner, any change in a term, condition, or specification or the work statement/scope of work of the contract; Causes, in any manner, any change or commitment that affects price, quality, quantity, delivery, or other term or condition of the contract or that, in any way, directs the contractor or its subcontractors to operate in conflict with the contract terms and conditions; Interferes with the contractor's right to perform under the terms and conditions of the contract; Directs, supervises, or otherwise controls the actions of the Contractor's employees or a Subcontractor's employees.

(End of clause)

G.2 ORDERING

In accordance with Federal Acquisition Regulation (FAR) 16.506(a), Ordering, and the clause at 52.216-18, Ordering, any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

G.3 INVOICING REQUIREMENTS

Invoices shall be submitted electronically to Invoice Processing Platform (IPP.gov).

All invoices are required to have a unique identifying, non-duplicable number, and reflect the contract number, delivery order number, list of supplies, delivery date and Contractor point of contact information (name, email address, phone number).

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

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

G.4 SMALL BUSINESS ACCELERATED PAYMENT

Contractor must indicate its business size on each invoice to assist payment office in determining eligibility for accelerated payment in accordance with OMB Memo M-11-32, 'ACCELERATING PAYMENTS TO SMALL BUSINESSES FOR GOODS AND SERVICES', dated 09/14/2011. The Prompt Payment Act still applies to this action; however, the agency will make best efforts to pay proper invoices within 15 days.

G.5 PAYMENT

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

G.6 WITHHOLDING OF CONTRACT PAYMENTS

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

[End of Section]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

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

If a request for information contained in a proposal is requested under the FOIA, the Government shall have the right to disclose any information or data contained in a proposal that results in a contract to the extent provided under the FOIA, notwithstanding any restrictive legends that may have been placed upon it in accordance with other contract provisions. The Government will, before disclosure, make an administrative determination on a case-by-case basis as to whether the information requested is exempt from disclosure by one of the established exceptions to the ACT. In making this determination the procedures outlined in 28 CFR, paragraph 16.7 shall be followed which, in part, affords the submitter of a proposal an opportunity to object to disclosure.

H.2 GOVERNMENT RIGHTS IN DATA AND COPYRIGHTS

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

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

H.3 DISRUPTION TO THE SCHEDULE

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

[End of Section]

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

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

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

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

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUN 2020
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUNE 2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	NOV 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	NOV 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2025
52.212-4	TERMS & CONDITIONS – COMMERCIAL PRODUCTS and COMMERCIAL SERVICES	NOV 2025
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2025
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2025
52.222-3	CONVICT LABOR	JUNE 2003
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	NOV 2025
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE	NOV 2025

	NATIONAL LABOR RELATIONS ACT	
52.222-50	COMBATING TRAFFICKING IN PERSONS	NOV 2025
52.225-1	BUY AMERICAN-SUPPLIES	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-1	DISPUTES	NOV 2025
52.233-3	PROTEST AFTER AWARD	NOV 2025
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	NOV 2025
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES	NOV 2025
52.253-1	COMPUTER GENERATED FORMS	NOV 2025

(End of Clause)

I.2 <u>52.216-18 ORDERING (AUG 2020)</u>

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

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

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

(End of Clause)

I.3 <u>52.216-19 ORDER LIMITATIONS (OCT 1995)</u>

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in a quantity of less than one (1) unit, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a combination of items in excess of $4,000,000.00; or

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

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

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

(End of Clause)

I.4 <u>52.216-22 INDEFINITE QUANTITY (NOV 2025)</u>

(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 ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract <u>twelve months after the last day of final period of performance.</u>

(End of clause)

I.5 <u>52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)</u>

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months .

(End of Clause)

I.6 DOJ-01 Whistleblower Information Distribution (OCT 2021)

Within 30 days of contract award, the contractor and its subcontractors must distribute the "Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Sub-Grantees or Personal Services Contractors" ("Whistleblower Information") document to their employees performing work in support of the products and services delivered under this contract (https://oig.justice.gov/sites/default/files/2020-04/NDAA-brochure.pdf). By agreeing to the terms and conditions of this contract, the prime contractor acknowledges receipt of this requirement, in accordance with 41 U.S.C. § 4712 and FAR 3.906 & 52.203-17 and commits to distribution. Within 45 days of award, the contractor must provide confirmation to the contracting officer verifying that it has distributed the whistleblower information as required.

(End of Clause)

I.7 DOJ-08 Continuing Contract Performance During a Pandemic Influenza or Other National Emergency (OCT 2007)

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods. The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are U.S. Department of Justice Appendix A Policy Instruction 1301.02.03 Departmental Provisions and Clauses expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation. The types of actions a federal contractor should reasonably take to help ensure performance are:

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.

• Establish communication processes to notify employees of activation of this plan.
• Integrate pandemic health crisis response expectations into telework agreements.
• With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
• Determine how all employees who may telework will communicate with one another and with management to accomplish work.
• Practice telework regularly to ensure effectiveness.
• Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
• Identify how time and attendance will be maintained. It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations. U.S. Department of Justice Appendix A Policy Instruction 1301.02.03 Departmental Provisions and Clauses. The Department does reserve the right in such emergency situations to use federal employees. employees of other agencies, contract support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of federal Procurement Policy issuance "Emergency Acquisitions", May, 2007 and Subpart 18.2. Emergency Acquisition Flexibilities, of the federal Acquisition Regulations.

(End Of Clause)

I.8 FBI-0023 Federal Bureau of Investigation Electronic Invoicing Requirement (JUL 2024)

The Federal Bureau of Investigation (FBI) requires vendors to submit a proper invoice and supporting documentation electronically through the Invoice Processing Platform (IPP). IPP is a secure, web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service (Treasury) in partnership with the Federal Reserve Bank of St. Louis (FRSTL). IPP is available at no cost to any commercial vendor or independent contractor doing business with a participating government agency.

Invoice Submission
Vendors are required to create and submit electronic invoices using the IPP system. All supporting documentation shall be uploaded into the IPP system.
Invoices must be submitted at least monthly but no more than bi-weekly. Final invoices must be submitted 30 days after the end date of the period of performance.

Invoices submitted by email will not be accepted. This requirement applies immediately upon contract award. For contract-specific questions, please contact the contracting officer.

Obtaining IPP Access
If your company has already enrolled in IPP: You will not be required to re-register. Please contact your company's IPP account administrator so that he/she may add you as an additional user to your company's IPP collector account.
If your company has NOT enrolled in IPP: Your company will be auto enrolled for IPP using information from your SAM account. Your company's Primary Electronic Business Point of Contact (POC) will be designated as an IPP administrator. This POC will be contacted by email to register when the FBI initiates the enrollment process through IPP. To prevent enrollment delays, please ensure your designated Electronic Business POC in sam.gov is up to date. Your company's IPP administrator will be responsible for initial account registration as well as creating and managing your company's IPP users and permissions. Please note that due to U.S. Department of the Treasury guidelines, IPP cannot set up User IDs using a shared email address.

How to register for IPP:
1. Once FBI Initiates the enrollment process, your company's designated Electronic Business POC in sam.gov will receive two emails from IPP Customer Support (noreply@mail.eroc.twai.gov). The first email contains the initial administrative IPP User ID. The second email, sent with 24 hours of receipt of the first email, contains a temporary password. You must log in with the temporary password within 30 days.
2. Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided and accepts the IPP rules of behavior. Additional user accounts, including administrators, can be created after initial login.

Training
Vendor training materials, including a first-time login tutorial, are available on the IPP.gov website. Once you have logged in to the IPP application, you will have access to user guides that provide step-by-step instructions for all IPP capabilities ranging from creating and submitting an invoice to setting up email notifications.

Additional Support
IPP Customer Support Team is available Monday through Friday from 8:00 am to 6:00 pm EST. Phone: (866) 973-3131 or email: IPPCustomerSupport@fiscal.treasury.gov For answers to frequently asked questions, visit the Vendor FAQ page on the gov web site.

(End of clause)

I.9 FBI-0029 Public Release of Information (OCT 2024)

The FBI requires that contractors shall not divulge, publish, or disclose information or produce material related to the contract award, or acquired in or derived from the performance of their duties without prior written consent of the FBI.
For purposes of this Clause, "Information" shall include but not be limited to any or all written or spoken language or recordings made public, including: web sites or social

media platforms, including X (formerly Twitter), Instagram, TikTok, etc.; publications, studies, books, and theses; photographs and videos/films; and public announcements and press releases describing any part of the subject matter of this contract or any phase of any program hereunder, except to the extent such information is:
1) already known to the Contractor prior to the commencement of the contract; or
2) required by law, regulation, subpoena or government or judicial order to be disclosed, including the Freedom of Information Act.
No release of information shall be made without the prior written consent of the Office of
Public Affairs and/or the Contracting Officer of the FBI. Information should be sent to: [HCloud@fbi.gov]. The FBI will make every effort to review proposed publications in a timely manner. Public disclosure of information without prior FBI approval could result in financial penalties or a termination for default of the contract.
Where appropriate, in accordance with established academic publishing practices, the FBI reserves the right to author/co-author any publication derived from this contract. These obligations do not cease upon completion of the contract.

(End of clause)

I.10 <u>FBI-0030 Organizational Conflict of Interest (OCT 2024)</u>

(a) Purpose: The purpose of this clause is to ensure that:
i. The Contractor is rendering impartial assistance and advice to the Government at all times under this contract and related Government contracts;
ii. The Contractor's objectivity in performing work under this contract or related Government contracts is not impaired; and
iii. The Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public Government information, or by virtue of its access to proprietary information belonging to others.

(b) Scope: The Organizational Conflict of Interest (OCI) rules, procedures and responsibilities described in FAR 9.5 "Organizational and Consultant Conflicts of Interest", FAR 3.101-1 "Standards of Conduct – General, and in this clause are applicable to the prime Contractor (including any affiliates and successors-in-interest), as well as any co-sponsor, joint-venture partner, consultant, subcontractor or other entity participating in the performance of this contract. The Contractor shall flow this clause down to all subcontracts, consulting agreements, teaming agreements, or other such arrangements which have OCI concerns, while modifying the terms "contract", "Contractor", and "Contracting Officer" as appropriate to preserve the Government's rights.

(c) Access to and Use of Nonpublic Information: If in performance of this contract the contractor obtains access to nonpublic information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees it shall not use such information for any private purpose or release such information without prior written approval from the Contracting Officer.

(d) Access to and Protection of Proprietary Information: The Contractor agrees to exercise due diligence to protect proprietary information from misuse or unauthorized disclosure in accordance with FAR 9.505-4. The Contractor may be requested to enter into a written non-disclosure agreement with a third party asserting proprietary restrictions, if required in the performance of the contract.

(e) In accordance with FAR 3.101-1, the Contractor shall also take all appropriate measures to prevent the existence of conflicting roles that might bias the Contractor's judgement, give the Contractor an unfair competitive advantage, and deprive the FBI of objective advice or assistance that can result from hiring former Government employees. (See Health Net Fed. Svcs, B-401652.3).

(f) OCI Disclosures: The Contractor shall disclose to the Contracting Officer all facts relevant to the existence of an actual or potential OCI, prior to award and any time after award. In the proposal submission, contractors must certify that they have not participated in the development of the solicitation in any capacity and must provide a list of any former FBI employees. OCI Disclosures after award must address any listed in this clause or FAR 9.5. This disclosure shall include a description of the OCI and the action the Contractor has taken or plans to take to avoid, neutralize or mitigate the OCI.

(g) Remedies and Waiver:
i. If the contractor fails to comply with any requirements of FAR 9.5, FAR 3.101-1, or this clause, the Government may terminate this contract for default, disqualify the Contractor from subsequent related contractual efforts if necessary to neutralize a resulting organizational conflict of interest, and/or pursue other remedies permitted by law or this contract. If the Contractor discovers and promptly reports an actual or potential OCI subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government or take other appropriate actions.
ii. The parties recognize that the requirements of this clause may continue to impact the contractor after contract performance is completed, and that it is impossible to foresee all future impacts. Accordingly, the Contractor may at any time seek an OCI waiver from the FBI Head of Contracting by submitting a written waiver request to the Contracting Officer. Any such request shall include a full description of the OCI and detailed rationale for the OCI waiver.

(End of clause)

I.11 <u>FBI-0034 Use of Non-Government Advisors</u>

Offerors/ Vendors are advised that the Government is supported by non-government acquisition specialists, who assist the Government in procurement actions. All (proposal/quote) information may be available to these non-government acquisition specialists; however, non-government acquisition specialists will not evaluate proposals or be part of the source selection evaluation board. All non-government acquisition specialists have signed non-disclosure agreements. Due to the nature of the work performed by non-government acquisition specialists, the vendor, is prohibited from

competing on or being awarded any FBI requirement other than those placed again the FBI's Procurement Support Services (PSS) Blanket Purchase Agreement (BPA).

(End of Clause)

(End of Section)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT	TITLE	NUMBER OF PAGES IN THE ATTACHMENT
1	Pricing Matrix (SEPARATE EXCEL ATTACHMENT)	1
2	Past Performance Questionnaire (SEPARATE PDF ATTACHMENT)	6
3	Manufacturer Checklist (included in this RFP document p.32 ONLY, NOT a separate document)	1
4	Manufacturer Test Data Sheets (SEPARATE PDF ATTACHEMENT & also included in this RFP document)	1

SECTION J

ATTACHMENT 1 – PRICING MATRIX

See Attached Excel Pricing Matrix – SHALL use the excel template attached

The Pricing Matrix attached shall be used to document the proposed price for each unit of the required supplies for the base year and each option year of the contract.

Offerors shall submit pricing for each of the required CLINs 001, 002, and 003. While not required, Offerors may submit other optional CLINs 004, 005, and 006. Pricing shall be submitted for any additional, optional accessories.

Total Evaluated Price

The evaluated price shall be based on the average proposed price for the Suppressor 5.56 NATO, Muzzle adaptor, and Training Suppressor (non-lethal training aid) (e.g., CLIN 001, 002, and 003). The remaining CLIN numbers will not be included in the price evaluation but may be considered by the CO in the best value determination.

Formula to be used to calculate the average price for each Offeror will be as follows:
Per the pricing matrix (attachment 1), all columns (Columns C through H) for the base year, all option years, and 6-month extension for CLINs 001, 002, & 003 (rows 7 through 9) will be added together for a grand total then divided by 3 for an average price.

Please note the price included for the optional CLINs must be determined as Fair and Reasonable.

Section M outlines the evaluation process. The prices entered in the Offeror's proposal Price Matrix (above) shall be used by the Contracting Officer for his/her evaluation of price reasonableness.

Separate from the price reasonableness evaluation, the CO will consider price as part of his/her best value determination.

We reserve the right to compare historical data and other industry standards as appropriate.

SECTION J

ATTACHMENT 2 – PAST PERFORMANCE QUESTIONNAIRE

SEE SEPARATELY ATTACHED PDF TEMPLATE

SECTION J

ATTACHMENT 3 – MANUFACTURER CHECKLIST

This checklist is to assist Offerors with the documentation required for Technical Proposals. Detailed instructions for the submission of proposals can be found in Section L of this solicitation. As documented in Section L.11 (Instructions for Submission of Proposals), electronic submissions are required. The following information shall be included in the submission:

1. Company background
2. List of key personnel and relevant expertise
3. Information on suppressor design, including any innovative technology
4. Information on manufacturing facility, including production capability and quality control process
5. Description of product warranty
6. Manufacturer data sheets and detailed drawings of the suppressor (completed by the Offeror, see Section J, Attachment #4)
7. Detail cleaning instructions including a manual detailing the cleaning and maintenance schedule for the suppressor and muzzle adaptor.
8. Non-OEM Offerors shall submit formal evidence of their status as an authorized reseller (e.g., a Manufacturer Authorization Letter, official Partner Certificate, etc.).[20] Non-OEM Offerors shall include statements documenting that the manufacturer agrees to supply the Offeror with sufficient quantities as to meet the delivery schedule (Section F.2); that the manufacturer shall honor the warranty (Sections C.4 and E.2); that the manufacturer shall provide technical support (Section E.1.2); and that the manufacturer shall not make alterations to the product without prior authorization from the Contracting Officer (Section C.4.3).

Note: This Manufacturer Checklist is also included in Section L.7, PROPOSAL PREPARATION INSTRUCTIONS: VOLUME #1 TECHNICAL PROPOSAL.

[20] Letters from the manufacturer are not required if the Offeror is the manufacturer of the suppressors, muzzle adaptors, and training suppressors.

SECTION J - ATTACHMENT 4

MANUFACTURER DATA SHEET(S)
(Also attached as a separate PDF template)

Suppressors – 5.56 NATO

(Suppressors, Muzzle Adaptors and Training Suppressors)

Suppressors	
Offeror:	**[ ]**
Offeror's Business Address:	**[ ]**
Contract Point of Contact (POC):	**[ ]**
Contract POC email address:	**[ ]**
Principal Technical Contact ("PTC"):	**[ ]**
PTC Email:	**[ ]**
Suppressor Product Name:	**[ ]**
Suppressor Product Order/Part #:	**[ ]**
Manufacturer of Suppressor:	**[ ]**
Suppressor Component Materials:	**[ ]**
Suppressor Surface Coating / Treatment:	**[ ]**
Suppressor Weight:	**[ ] ounces**
Suppressor Length, Overall:	**[ ] inches**
Suppressor Length, Beyond Muzzle:	**[ ] inches**
Suppressor Diameter (excluding QD/locking collar):	**[ ] inches**
Suppressor decibel reduction compared to Flash Hider alone	**[ ] dB**
Muzzle Adapter Product Name:	**[ ]**
Muzzle Adapter Product Order/Part #:	**[ ]**
Manufacturer of Muzzle Adapter:	**[ ]**
Muzzle Adapter Weight:	**[ ] ounces**
Muzzle Adapter Length, Overall:	**[ ] inches**
Training Suppressor Product Name:	**[ ]**
Training Suppressor Product Order/Part #:	**[ ]**
Manufacturer of Training Suppressor:	**[ ]**
Training Suppressor Weight:	**[ ] ounces**
Training Suppressor Length, Overall:	**[ ] inches**
Training Suppressor Diameter (excluding QD/locking collar):	**[ ] inches**

(End Data Sheet)

PART IV – REPRESENTATIONS AND INSTRUCTIONS

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

K.1 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (NOV 2025)

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8

(a), or requirements contracts (including task and delivery and multiple-award Schedules). Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

(B) The payment of 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, which can be accessed via https:// www.sam.gov (see 52.204-7).

(End of provision)

K.2 <u>52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)</u>

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

(b) If the Offeror is proposing a total contract price that will exceed $5,500,000 (including option), the Offeror shall certify that, to the best of its knowledge and belief, it—

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

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

(3) Has not [ ], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

K.3 NOTICE TO OFFERORS: SBA has granted a Nonmanufacturer Rule (NMR) class waiver for NAICS Code 332994 Small Arms Ordnance, And Ordnance Accessories Manufacturing. Nonmanufacturer small businesses may submit proposals for these items without sourcing from another small business manufacturer. This waiver is granted pursuant to 13 C.F.R. § 121.406 and §121.1204. Offerors may refer to the Small Business Administration (SBA) NMR Class Waiver List for confirmation or contact <u>nmrwaivers@sba.gov</u> for questions.

This waiver allows small business offerors to supply the product(s) of any manufacturer, regardless of the manufacturer's size, provided all other applicable requirements are met. Offerors must still comply with all solicitation terms, conditions, and performance requirements.

[End of Section]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

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

NUMBER	TITLE	DATE
52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL PRODUCTS and COMMERCIAL SERVICES	NOV 2025
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION	NOV 2025
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995

(End of Provision)

L.2 52.216-1 TYPE OF CONTRACT (NOV 2025)

The Government contemplates award of a firm-fixed price, indefinite-delivery indefinite-quantity type contract resulting from this solicitation.

L.3 52.216-2 Economic Price Adjustment-Standard Supplies.

As prescribed in 16.203-4(a), insert the following clause:

ECONOMIC PRICE ADJUSTMENT-STANDARD SUPPLIES (NOV 2021)

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

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

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

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.
(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:
(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.
(2) The increased contract unit price shall be effective-
(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or
(ii) If the written request is received later, on the date the Contracting Officer receives the request.
(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.
(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.
(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.
(d) During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(End of clause)

(End of Provision)

L.4 <u>52.233-2 SERVICE OF PROTEST (NOV 2025)</u>

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

Paul Flood
U.S. Department of Justice
Federal Bureau of Investigation
4942 Fowler Road
Redstone Arsenal, AL 35898

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

(End of Provision)

L.5 JAR 2852.233-70 PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF JUSTICE (NOV 2020)

(a) The following definitions apply in this provision:

(1) "Agency Protest Official" means the Deciding Official for a procurement protest filed with a contracting activity of DOJ when the contracting officer will not be the Deciding Official because of the protestor's election under JAR 2833.103(b)

(2) "Deciding Official" means the official who will review and decide a procurement protest filed with the agency. The Deciding Official will be the contracting officer unless the protestor requests pursuant to JAR 2833.103(b) that the protest be decided by an individual above the level of the contracting officer, in which case the HCA will designate an APO to serve as the Deciding Official.

(3) "Interested Party" means an actual or prospective Offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(b) Only interested parties may file a protest.

(c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.

(d) A protest filed directly with the Department of Justice shall:

(1) Indicate that it is a protest to DOJ.

(2) Be filed with the Contracting Officer.

(3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.

(4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.

(5) Include the information required by FAR 33.103(d)(2):

(i) Name, address, facsimile number and telephone number of the protestor

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

(vi) Statement as to the form of relief requested.

(vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest.

(e) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.

(f) The Deciding Official may conduct a scheduling conference. The scheduling conference, if conducted, will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

(g) Oral conferences may take place either by telephone or in person

(h) The protestor has only one opportunity to support or explain the substance of its protest. DOJ procedures do not provide for any discovery. The deciding official may request additional information from the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

(i) A protestor may represent itself or be represented by legal counsel. The DOJ will not reimburse the protester for any legal fees related to the agency protest.

(j) The DOJ will stay award or suspend contract performance in accordance with FAR 33.103(f), unless the contract award is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Government. The justification or determination shall be approved at a level above the Contracting Officer. The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(k) The deciding official will make a best effort to issue a decision on the protest within thirty-five (35) days after the filing date. The decision shall be written and provided to the protestor using a method that provides for evidence of receipt.

(l) The DOJ may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a forum outside DOJ.

(End of Provision)

L.6 GENERAL INSTRUCTIONS FOR PREPARING PROPOSALS

All submissions shall meet the applicable requirements of the Statement of Work (Section C) and the Evaluation requirements (Section M).

Limit on number of submissions: Offerors are limited to one (1) submission for consideration.

An Offeror's proposal shall provide full, accurate, and complete information to facilitate a thorough and timely evaluation. A complete proposal shall consist of the following four (4) volumes:

Volume #1: Technical Proposal
Volume #2: Price Proposal
Volume #3: Past Performance
Volume #4: Product Samples

NOTE REGARDING SAMPLES: In addition to the Product Samples required in Volume #4, the Offeror advancing to Phase IV evaluation will be required to provide additional samples for testing. These subsequent samples are not due at the time of the initial submission; rather, the Offeror advancing to Phase IV will receive notification from the CO and will be provided with a delivery deadline for the additional samples.

The government will not reimburse Offerors for any expenses related to this solicitation.

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

The following requirements for Volume #1 Technical Proposal are consistent with Section J, Attachment 3, Manufacturer's Checklist.

The Technical Proposal shall, at a minimum, cover and/or provide the following information:

1. Company background
2. List of key personnel and relevant expertise
3. Information on suppressor design, including any innovative technology
4. Information on manufacturing facility, including production capability and quality control process
5. Description of product warranty
6. Manufacturer data sheets and detailed drawings of the suppressor (completed by the Offeror, see Section J, Attachment #4)
7. Detail cleaning instructions including a manual detailing the cleaning and maintenance schedule for the suppressor and muzzle adaptor.
8. Non-OEM Offerors shall submit formal evidence of their status as an authorized reseller (e.g., a Manufacturer Authorization Letter, official Partner Certificate, etc.).[21] Non-OEM Offerors shall include statements documenting that the manufacturer agrees to supply the Offeror with sufficient quantities as to meet the delivery schedule (Section F.2); that the manufacturer shall honor the warranty (Sections C.4 and E.2); that the manufacturer shall provide technical support (Sections E.1.2); and that the manufacturer shall not make alterations to the product without prior authorization from the Contracting Officer (Section C.4.3).

L.8 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME #2: PRICE PROPOSAL

The price proposal volume consists of the actual offer to enter into a contract to perform the desired work/provide the required products. It also includes other information such as required representations and certifications, other statements made by the Offeror, and any other administrative information.

Pricing shall be submitted using the price matrix sheet provided under Section J; Attachment 1. No other pricing format, form, or notations will be accepted. No incomplete/partial quotes will be accepted.

The following documents should be completed and included with the price proposal volume:

[21] Letters from the manufacturer are not required if the Offeror is the manufacturer of the suppressors, muzzle adaptors, and training suppressors.

1) Signed Cover Page (provided with prospective Offeror letter) by an individual authorized to bind the organization.
2) Certification of an active registration in the System for Award Management (SAM) database.
3) Certification regarding tax matters, refer to K.2.
4) Completed Price Matrix form (see Section J; Attachment 1)
5) Signed original of an Amendment to the solicitation, if applicable.

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

The past performance proposal serves to share information regarding the quality of an Offeror's past performance and the extent of an Offeror's experience performing the required work. The Offeror shall forward a copy of the past performance questionnaire, located in Section J, Attachment 2, to three (3) references.

References should be associated with either current contracts or contracts performed within the past three (3) years that are similar to this requirement in scope, size, and complexity. References from the law enforcement community are preferred. Do not forward questionnaires to FBI personnel; internal performance reports are accessible to evaluators.

Clear instructions shall be provided to the references requesting the completed form be sent directly to the attention of the Contracting Officer. It is imperative that the references have the past performance questionnaire completed and returned by the proposal deadline. The completed questionnaires may be returned **electronically**.

Point of contact information:

Holly Cloud
Contracting Officer
Federal Bureau of Investigation
Email: hcloud@fbi.gov

The Offeror must provide in its proposal, a list of references that were requested to respond to the past performance questionnaire along with point of contact information (name, email address, phone number). The Contracting Officer will make one attempt to contact the reference(s) that did not return the past performance questionnaire by the deadline. Ratings on past performance can only be given on the responses received. An Offeror without any past performance information will receive a neutral rating.

The Government reserves the right to consider any past performance information, above and beyond what the offeror supplies in Volume 3, if those efforts performed for other agencies of the Federal, state, or local governments as well as commercial customers is deemed relevant. The assessment of past performance will be used as one means of evaluating the credibility of the Offeror's technical proposal. A record of marginal and unacceptable past performance may be considered an indication that the current offer may be less than reliable and pose a high risk to the Government. Such an indication may be reflected in the Government's overall best value assessment of the Offeror's proposal.

L.10 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME #4: PRODUCT SAMPLES

Offerors are required to submit product samples to the Government for use in the Technical Evaluation.

All Offerors are required to submit the Initial Samples (see below for details). The Offeror successfully advancing to Phase IV will be required to submit additional samples for testing (the Subsequent Samples).

Initial Samples

Prior to the deadline documented in Section L.11, Offerors shall provide the following samples:

1) Twelve (12) suppressors
2) Twelve (12) muzzle adaptors
3) Two (2) training suppressors ("non-lethal training aids")
4) One (1) detailed user/armorer manual
5) If a specialized tool is required to install and/or remove the Offeror's suppressor, the Offeror shall provide two (2) samples of the tool(s).
6) If specialized cleaning equipment and/or cleaning supplies are required for maintenance of the Offeror's suppressor, the Offeror shall provide two (2) samples of the specialized equipment.

Subsequent Samples

As documented in Section M.3.7, upon completion of Phase III evaluations, the Offeror advancing to Phase IV will receive notification from the Contracting Officer. The Offeror will have fifteen (15) business days from CO notification to deliver the following additional samples:

1) Six (6) suppressors
2) Six (6) muzzle adaptors
3) If specialized cleaning supplies are required for maintenance of the Offeror's suppressor, the Offeror shall provide adequate supplies for cleaning six (6) suppressors firing a total of 28,000 rounds.

Note: The Government requires all suppressors submitted in response to this solicitation to be produced on the same/similar commercial production equipment which would be used to produce future suppressors, if awarded a contract.

DESTRUCTIVE TESTING OF SAMPLES: The Government intends to utilize the above-noted samples in the evaluation outlined in Section M. The Government will return samples to all unsuccessful Offerors after the conclusion of the evaluation and contract award. Please note that the evaluation process outlined in Section M may result in damage to product samples.

FORM 5 ITEMS: As suppressors are regulated under the National Firearms Act (NFA), manufacturers may be required to submit Form 5 paperwork. Offerors shall contact the CO to request the FBI's Originating Agency Identifier (ORI) number.

L.11 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Proposals shall be submitted in accordance with FAR 52.212-1, Instructions to Offerors – Commercial Items (NOV 2025) and the instructions listed in Section L of this solicitation.

Volume 1 (Technical Proposal), Volume 2 (Price Proposal), and Volume 3 (Past Performance Proposal), shall be submitted electronically to Holly Cloud, FBI Contracting Officer at hcloud@fbi.gov.

Volume 4 (Product Samples) shall be shipped via a postal delivery service or courier. **Hand deliveries will not be accepted.** **Samples** shall be addressed as follows:

FEDERAL BUREAU OF INVESTIGATION
BALLISTIC RESEARCH FACILITY
ATTN: PATRICK M. BOONE
4942 FOWLER ROAD
BUILDING #6315
REDSTONE ARSENAL, AL 35898
RFP-15F06726R0000147

Proposals must be received by 5:00 PM/CT on Friday July 17, 2026. No late proposals will be accepted.

Questions regarding this solicitation shall be submitted in writing, via e-mail, to the attention of Holly Cloud, FBI Contracting Officer at hcloud@fbi.gov.

Questions pertaining to the solicitation are due by 5:00 PM/CT on Friday May 29, 2026.

[End of Section]

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 52.212-2 EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2025)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the Offeror responsible whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers: Technical, Price, and Past Performance. Technical is more important than price. Price is more important than past performance. The Contracting Officer will consider technical, price, and past performance in award determination. The Government will evaluate proposals and make award to the responsible Offeror whose proposal provides the greatest value to the Government. The Government may make award to an Offeror other than the highest technically rated or other than the lowest price. The Government reserves the right to make award to the Offeror whose proposal provides the best value to the Government considering the evaluation criteria set forth in this solicitation.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

M.2 52.217-5 EVALUATION OF OPTIONS (NOV 2025)

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

M.3 EVALUATION CRITERIA

M.3.1 Evaluation of Price

The prices entered in the Offeror's proposal Price Matrix (Section J, Attachment 1) shall be the basis of evaluation. Pricing shall be reviewed to ensure price reasonableness within industry standards.

In addition to this price reasonableness evaluation, as documented in Section M.1, price is a factor considered by the Contracting Officer in best value determination.

Offerors shall submit pricing for each of the required CLINs 001, 002, and 003. While not required, Offerors may submit other optional CLINs 004, 005, and 006. Pricing shall be submitted for any additional, optional accessories. Offerors are required to submit pricing for each *required* line item (CLIN). Pricing shall include the base year and all option periods. Required line items left blank may be viewed as "Non Responsive."

Total Evaluated Price

The evaluated price shall be based on the average proposed price for the Suppressor 5.56 NATO, Muzzle adaptor, and Training Suppressor (non-lethal training aid) (e.g., CLIN 001, 002, and 003). The remaining CLIN numbers will not be included in the price evaluation but may be considered by the CO in the best value determination.

Formula to be used to calculate the average price for each Offeror will be as follows:
Per the pricing matrix (attachment 1), all columns (Columns C through H) for the base year, all option years, and 6-month extension for CLINs 001, 002, & 003 (rows 7 through 9) will be added together for a grand total then divided by 3 for an average price.

Please note the price included for the optional CLINs must be determined as Fair and Reasonable.

Section M outlines the evaluation process. The prices entered in the Offeror's proposal Price Matrix (above) shall be used by the Contracting Officer for his/her evaluation of price reasonableness.

Separate from the price reasonableness evaluation, the CO will consider price as part of his/her best value determination.

We reserve the right to compare historical data and other industry standards as appropriate.

M.3.2 Past Performance (Pass/Fail or Neutral Rating)

Past Performance will be evaluated to determine if the Offeror has demonstrated experience in managing three (3) similar contracts in the past three (3) years similar in scope, magnitude, complexity of this effort.

The Government will evaluate past performance of the Offeror. The Government will consider the recency and relevance of the information, context of the data and general trends in contractor performance. Each Offeror will be rated on its own performance, if relevant.

The Government reserves the right to use past performance information obtained from sources other than those identified by the Offeror.

If the Government does not obtain past performance information and cannot establish a past performance record for the offeror through other sources, past performance will be rated neither favorably nor unfavorably. If this is the case, then the past performance factor will be considered "neutral".

Definitions for the ratings are as follows:

RATING	DESCRIPTION
Pass	The Offeror has demonstrated experience in managing three (3) similar projects/contracts in the past three (3) years similar to scope, magnitude, complexity of this effort.
Fail	The Offeror has not demonstrated experience in managing three (3) similar projects/contracts in the past three (3) years similar to scope, magnitude, complexity of this effort.
Neutral	No performance record is identifiable.

As noted in Section M.1, at the conclusion of testing, Past Performance will be a factor considered by the Contracting Officer in best value determination.

M.3.3 Technical Evaluation

The Technical Evaluation will consist of four (4) phases designed to evaluate the products under consideration. Each of these four (4) phases is described in detail in Sections M.3.4 (Phase I), M.3.5 (Phase II), M.3.6 (Phase III), and M.3.7 (Phase IV). Below is a summary of the phases.

PHASE I
Review of the Offeror's Technical Proposal
Compliance with Requirements outlined in Section C - Statement of Work

PHASE II
Quantitative Evaluations

PHASE III
Gunsmith Evaluation
End User Assessment

PHASE IV
Functional Reliability
Endurance

M.3.4 PHASE I

1. Review of Offeror's Technical Proposal – (Pass/Fail)

Data submitted for Volume #1 Technical Proposal shall be complete. Section L.7 of this solicitation documents a checklist of required information for the Technical Proposal.

The Technical Evaluation Board (TEB) shall review the information provided by the Offeror and ensure that all required information, as listed in Section L.7, is present.

For all non-OEM Offerors, the TEB shall review the submission's formal evidence of their status as an authorized reseller (e.g., a Manufacturer Authorization Letter, official Partner Certificate, etc.). Failure to include this documentation will result in a determination of **'Technically Unacceptable,'** and the proposal will be excluded from further evaluation.

Failure to provide all required documentation will result in a failure, and the submission will be removed from further consideration.

2. Compliance with Requirements outlined in Section C - Statement of Work

Members of the TEB shall review Volume #1 Technical Proposal and inspect the samples provided (Volume #4 Product Samples) to ensure that the submission meets the requirements outlined in Section C – Statement of Work.

This event is scored as "pass" or "fail." Any submission that fails to meet the requirements specified in Section C shall be eliminated from further consideration.

(END PHASE I EVALUATION)

> > > >

NOTE: Phase II, Quantitative Evaluations are designed to evaluate the characteristics and performance of each unique product under consideration. If the same make/model suppressor is submitted from more than one Offeror, the Government intends to evaluate one representative sample and apply the Phase II evaluation results to each Offeror proposing the same product. This consolidation of same/identical products is in the best interest of the Government.

Phase II includes some assessments graded as Pass/Fail. Any product which receives a "Fail" during Phase II will be eliminated from further consideration.

Firearms: All firearms used in the evaluation will be Bureau Pattern Carbines ("BPC"). The BPC is described in detail in Section C.3.1.

Ammunition: All ammunition used in the evaluation process will be FBI service and training ammunition.

ASSESSMENTS

Factor 1 - Suppressor Weight **Pass / Fail (Possible Points: 25)**

Three (3) suppressors from each Offeror will be selected. Each of the three (3) suppressors will be weighed. From the three (3) measured weights, an overall average weight will be calculated ("Average Weight – Suppressor").

Points will be awarded based on the table below:

Suppressor Weight	
Average Weight - Suppressor (ounces)	**Points**
≤ 17.0	25
17.01 – 17.50	20
17.51 – 18.00	15
18.01 – 18.50	10
18.51 – 20.00	5
≥ 20.01	Eliminated

Offerors with an overall average weight ("Average Weight – Suppressor") exceeding 20.00 ounces will be removed from further consideration.

Training Suppressor

Two (2) training suppressors will be selected. Each of the training suppressors will be weighed. From the two (2) measured weights, an overall average weight will be calculated ("Average Weight – Training Suppressor").

The "Average Weight – Training Suppressor" shall be within 20% of the "Average Weight – Suppressor." If the difference in average weight is more than 20%, the Offeror will be removed from further consideration.

Factor 2 - Suppressor Length **Pass / Fail (Possible Points: 25)**

With the buttstock collapsed, a BPC with no muzzle adaptor will be measured from the buttstock to the muzzle ("Measurement #1").

One (1) suppressor and one (1) muzzle adaptor from each Offeror will be selected. The suppressor and muzzle adaptor will be installed on the BPC in accordance with the manufacturer's recommended installation guidelines. The BPC, with the suppressor and muzzle adaptor installed, will be measured. This second measurement will be from the buttstock to the distal end[22] of the suppressor ("Measurement #2"). The difference between Measurement #1 (unsuppressed BPC) and Measurement #2 (suppressed BPC) will be calculated. That calculated difference is the "added length from the muzzle."

If the added length from the muzzle is greater than 6.00", the Offeror will be removed from further consideration.

Points will be awarded based on the table below:

Suppressor Length	
Added length from muzzle (inches)	**Points**
≤ 4.50	25
4.51 – 4.75	20
4.76 – 5.00	15
5.01 – 5.25	10
5.26 – 5.50	5
5.51 – 6.00	0
≥ 6.01	Eliminated

<u>Training Suppressor</u>

One (1) training suppressor and one (1) suppressor from each Offeror will be selected. The overall length of the training suppressor and the suppressor will be measured. The measurements will be taken from end-to-end of each of the two items.

The measured length of the training suppressor shall be within 0.5 inches of the measured length of the suppressor. If the difference in length is greater than 0.5 inches, the Offeror will be removed from further consideration.

[22] The distal end of the suppressor is the farthest point on the side where the fired projectile exits.

Factor 3 - Suppressor Diameter **Pass / Fail**

Three (3) suppressors from each Offeror will be selected. The diameter of each of the three (3) suppressors will be measured at the widest part of its body (QD attachment point and locking collar excluded). Using the measured diameters from the three (3) suppressors, an overall average diameter will be calculated ("Average Diameter – Suppressor").

If the Average Diameter – Suppressor is greater than 1.9 inches, the Offeror will be eliminated from further consideration.

Suppressor Diameter	
Average Diameter – Suppressor (inches)	**Result**
≤ 1.90	Pass
> 1.90	Eliminated

<u>Training Suppressor</u>

Two (2) training suppressors will be selected. The diameter of each of the training suppressors will be measured at the widest part of its body (QD attachment point and locking collar excluded). From the two (2) measured diameters, an overall average diameter will be calculated ("Average Diameter – Training Suppressor").

The Average Diameter – Training Suppressor shall be within 0.15 inches of the Average Diameter – Suppressor. If the difference in diameter is greater than 0.15 inches, the Offeror will be removed from further consideration.

Factor 4 - Decibel Reduction **Pass / Fail (Possible Points: 100)**

A BPC with an A2 "Birdcage" flash hider will be fired to establish a baseline decibel reading. The BPC will be set in a test fixture such that the muzzle of the firearm is 1.5 meters above the ground, and the firearm is level to the ground. Using FBI service ammunition, the BPC (unsuppressed with A2 flash hider) will be fired ten (10) times. For each shot, the peak sound[23] will be measured at the "Muzzle" location. The Muzzle location is defined as: 1 meter right of muzzle (approximately 90-degrees perpendicular to) and 1.5 meters above the ground.

The ten (10) peak sound measurements from the Muzzle location will be averaged. This average peak sound measurement for the unsuppressed BPC with A2 flash hider will be the "Baseline Decibel Reading."

Thereafter, one (1) suppressor and one (1) muzzle adaptor from each Offeror will be selected. The suppressor and muzzle adaptor will be installed on the BPC in accordance with the manufacturer recommended installation guidelines. Using FBI service ammunition, the suppressed BPC (with suppressor and muzzle adaptor) will be fired ten (10) times and peak sound will be measured at the Muzzle location.

The ten (10) peak sound measurements from the Muzzle location will be averaged. This average

[23] The FBI is measuring the peak sound, or highest level of an audio signal's amplitude. Peak sound will be measured with professional sound measurement equipment such as the Larson Davis LXT1, or similar.

peak sound measurement for the suppressed BPC will be the "Offeror's Decibel Reading."

The Offeror's Decibel Reading will be subtracted from the Baseline Decibel Reading. This difference (i.e., the difference between the two average peak sound measurements) will be the "Offeror's Decibel Reduction."

If the Offeror's Decibel Reduction is less than 10.00 Decibels (dB), the Offeror will be removed from further consideration.

Points will be awarded based on the table below:

Decibel Reduction	
Offeror's Decibel Reduction (dB)	**Points**
≥ 17.51	100
16.01 - 17.50	80
14.51 - 16.00	60
10.00 - 14.50	20
< 10.00	Eliminated

Factor 5 - Muzzle Flash / Spark (Possible Points: 40)

The suppressor and muzzle adaptor shall produce minimal flash / sparks when fired.

This assessment will be performed with the Offeror-provided muzzle adaptor and again with the Offeror-provided suppressor. Offerors will have an opportunity to earn points in both configurations.

<u>Muzzle Adaptor</u>

A BPC with an A2 "Birdcage" flash hider will be fired to establish a baseline muzzle flash. Using FBI service ammunition, the BPC (with A2 Birdcage) will be fired five (5) times in a darkened indoor range. The muzzle flash will be recorded with a high-speed video camera.[24] These five (5) videos will be the "Baseline Muzzle Flash."

One (1) muzzle adaptor from each Offeror will be selected. The muzzle adaptor will be installed on the BPC in accordance with the manufacturer's recommended installation guidelines. Using FBI service ammunition, the unsuppressed BPC (with Offeror-provided muzzle adaptor) will be fired five (5) times in a darkened indoor range, and the muzzle flash will be recorded with a high-speed video camera. These five (5) videos will be the "Offeror Muzzle Adaptor Flash."

The five (5) videos from the Baseline Muzzle Flash will be compared to the five (5) videos from the Offeror Muzzle Adaptor Flash. The Technical Evaluation Board (TEB) will evaluate whether the Offeror Muzzle Adaptor Flash intensity is greater than, equal to, or less than the Baseline Muzzle Flash. Points will be awarded according to the criteria outlined in the table below:

[24] High-speed imagery will be captured with a Vision Research Phantom V7510 high speed camera, or similar.

Assessed Muzzle Flash – Muzzle Adaptor	Points
Offeror Muzzle Adaptor Flash *less than* Baseline Muzzle Flash	20
Offeror Muzzle Adaptor Flash *equal to* Baseline Muzzle Flash	10
Offeror Muzzle Adaptor Flash *greater than* Baseline Muzzle Flash	0

Suppressor

A BPC with the FBI's current issued muzzle adaptor and suppressor[25] installed will be fired to establish a suppressed baseline muzzle flash. Using FBI service ammunition, the BPC (with current issued muzzle adaptor and suppressor) will be fired five (5) times in a darkened indoor range. The muzzle flash will be recorded with a high-speed video camera. These five (5) videos will be the "Baseline Muzzle Flash - Suppressed."

One (1) suppressor and one (1) muzzle adapter from each Offeror will be selected. The suppressor and muzzle adaptor will be installed on the BPC in accordance with the manufacturer's recommended installation guidelines. Using FBI service ammunition, the suppressed BPC will be fired five (5) times in a darkened indoor range, and the muzzle flash will be recorded with a high-speed video camera. These five (5) videos will be the "Offeror Suppressor Flash."

The five (5) videos from the Baseline Muzzle Flash - Suppressed will be compared to the five (5) videos from the Offeror Suppressor Flash. The TEB will assess whether the Offeror Suppressor Flash intensity is greater than, equal to, or less than the Baseline Muzzle Flash - Suppressed. Points will be awarded based on the table below:

Assessed Muzzle Flash – Suppressor	Points
Offeror Suppressor Flash *less than* Baseline Muzzle Flash - Suppressed	20
Offeror Suppressor Flash *equal to* Baseline Muzzle Flash – Suppressed	10
Offeror Suppressor Flash *greater than* Baseline Muzzle Flash - Suppressed	0

Factor 6 - Accuracy **Pass / Fail (Possible Points: 100)**

The suppressor, when installed on a BPC, with the Offeror-provided muzzle adaptor, shall meet an accuracy requirement of less than or equal to **4.0 minute of angle (MOA)** with service ammunition. The muzzle adaptor, when installed on a BPC, shall meet an accuracy requirement of less than or equal to **4.0 MOA** with service ammunition fired unsuppressed.

The Accuracy assessment will be performed once with the Offeror-provided muzzle adaptor and once with the Offeror-provided muzzle adaptor and suppressor. Offerors will have an opportunity to earn points in both configurations.

Muzzle Adaptor

Three (3) muzzle adaptors from each Offeror will be selected. The sample muzzle adaptors will be installed on BPCs in accordance with the manufacturer's recommended installation

[25] HUXWRX Flow 556k with HUXWRX 556 Flash Hider.

guidelines. Using FBI service ammunition, the three BPCs (with Offeror-provided muzzle adaptors) will be fired to determine the "Average Group Size - Muzzle Adaptor."

Using a front rest, rear sandbag, and magnified optic, each of the three (3) BPCs will fire six (6) five-shot groups at 100 meters. The six (6) groups from each BPC will be considered the "Accuracy Groups." For each of the three (3) BPCs, the six (6) Accuracy Groups will be measured for extreme spread: the distance between the two most distant shots, measured center of projectile to center of projectile. The extreme spread of the six (6) Accuracy Groups will be averaged to calculate an Average Group Size for that BPC/muzzle adaptor combination. The Average Group Size for each of the three (3) BPCs will be averaged. This overall average of the three samples will be translated into MOA. The resulting MOA calculation is the "Average Group Size - Muzzle Adaptor."

If the Average Group Size - Muzzle Adaptor is greater than 4.00 MOA, the Offeror will be removed from further consideration. Points will be awarded based on the table below:

Average Group Size - Muzzle Adaptor	
Minute of Angle (MOA)	**Points**
≤ 2.00	50
2.01 - 2.50	40
2.51 - 2.75	30
2.76 - 3.00	20
3.01 - 3.25	15
3.26 - 3.50	10
3.51 - 3.75	5
3.76 - 4.00	0
> 4.00	Eliminated

<u>Suppressor</u>

Three (3) suppressors and three (3) muzzle adaptors from each Offeror will be selected. The sample suppressors and muzzle adaptors will be installed on BPCs in accordance with the manufacturer's recommended installation guidelines. Using FBI service ammunition, the three BPCs (with Offeror-provided muzzle adaptors and suppressors) will be fired to determine the "Average Group Size - Suppressor."

Using a front rest, rear sandbag, and magnified optic, each of the three (3) BPCs will fire six (6) five-shot groups at 100 meters. The six (6) groups from each BPC will be considered the "Accuracy Groups." For each of the three (3) BPCs, the six (6) Accuracy Groups will be measured for extreme spread: the distance between the two most distant shots, measured center of projectile to center of projectile. The extreme spread of the six (6) Accuracy Groups will be averaged to calculate an Average Group Size for that BPC/suppressor/muzzle adaptor combination. The Average Group Size for each of the three (3) BPCs will be averaged. This overall average of the three samples will be translated into MOA. The resulting MOA calculation is the "Average Group Size - Suppressor."

If the Average Group Size - Suppressor is greater than 4.00 MOA, the Offeror will be removed from further consideration. Points will be awarded based on the table below:

Average Group Size - Suppressor	
Minute of Angle (MOA)	**Points**
≤ 2.00	50
2.01 - 2.50	40
2.51 - 2.75	30
2.76 - 3.00	20
3.01 - 3.25	15
3.26 - 3.50	10
3.51 - 3.75	5
3.76 - 4.00	0
> 4.00	Eliminated

Factor 7 - Impact **Possible Points: 50**

The suppressor should withstand one (1) impact from a 48" fall. Following an impact, the suppressor should stay aligned and the bore should not be obstructed.

One (1) suppressor and one (1) muzzle adaptor from each Offeror will be selected for this assessment. The suppressor and muzzle adaptor will be installed on a BPC in accordance with the manufacturer's recommended installation guidelines. An alignment rod will be used to check alignment between the bore of the BPC and the bore of the suppressor.

The BPC will be loaded with one 30-round magazine. The magazine will have 28 live cartridges and two (2) inert "dummy" cartridges. The two (2) inert cartridges will be loaded at the top of the magazine. The magazine will be inserted into the BPC, and the bolt will be closed chambering an inert cartridge.

Over flat concrete, the BPC will be held vertically with the muzzle pointed down. The BPC will be raised until the muzzle-end of the Geissele MK 4 handguard is at a height of 48". The BPC will be released and allowed to freefall onto the concrete.

Following the impact, the suppressor will be inspected. Any damage observed will be documented. An alignment rod will be used to check alignment between the bore of the BPC and the bore of the suppressor.

If the BPC and suppressor are no longer aligned or the bore of the suppressor has become obstructed, the Offeror will receive zero (0) points.

If the BPC and suppressor remain aligned and the bore of the suppressor has not become obstructed, the Offeror will receive 50 points.

Impact	
Post Drop - BPC and Suppressor aligned and unobstructed?	**Points**
Yes	50
No	0

Factor 8 - Suppressor Shift **Pass / Fail (Possible Points: 50)**

The suppressor shift shall not exceed three (3) minutes of angle (MOA).

Three (3) suppressors and three (3) muzzle adaptors from each Offeror will be selected. The suppressors and muzzle adaptors will be installed on BPCs in accordance with the manufacturer's recommended installation guidelines.

Using FBI service ammunition, each of the three (3) BPCs will be fired for twelve (12) 5-shot groups at 100 meters. The condition of the BPC (i.e., suppressed or unsuppressed) and the sequence of fire for the twelve (12) Groups are as follows:

- Group 1 – Unsuppressed
- Group 2 – Suppressed
- Group 3 – Unsuppressed
- Group 4 – Suppressed
- Group 5 – Unsuppressed
- Group 6 – Suppressed
- Group 7 – Unsuppressed
- Group 8 – Suppressed
- Group 9 – Unsuppressed
- Group 10 – Suppressed
- Group 11 – Unsuppressed
- Group 12 – Suppressed

The center of the six (6) unsuppressed groups will be found.[26] Using the six (6) individual unsuppressed group centers, an overall average unsuppressed group center will be calculated.[27] This will be the "Average Center Unsuppressed."

The center of the six (6) suppressed groups will be found. Using the six (6) individual suppressed group centers, an overall average suppressed group center will be calculated. This will be the "Average Center Suppressed."

The distance between the Average Center Unsuppressed and the Average Center Suppressed will be calculated. The distance between the two average centers represents the "Suppressor Shift." The Suppressor Shift will be converted into MOA. If the Suppressor Shift is greater than 3.00 MOA, the Offeror will be removed from further consideration.

[26] To find the group's center, the x-axis and y-axis of each individual shot will be recorded. Thereafter, the average x and y coordinates will be calculated from the five (5) individual shot locations.

[27] The overall average is calculated using the x-axis and y-axis coordinates from the six (6) individual group centers.

Points will be awarded based on the table below:

Suppressor Shift (Average Center Unsuppressed to the Average Center Suppressed)	
Minute of Angle (MOA)	**Points**
≤ 0.75	50
0.76 – 1.00	40
1.01 – 1.25	30
1.26 - 1.50	20
1.51 - 1.75	10
1.76 - 2.00	5
2.01 – 3.00	0
> 3.00	Eliminated

Factor 9 - Group Repeatability **Pass / Fail (Possible Points: 100)**

The group repeatability shall not exceed two (2) minutes of angle (MOA).

The suppressed groups fired in *Factor 7 – Suppressor Shift* will be used to calculate Group Repeatability (Groups 2, 4, 6, 8, 10 and 12). The center of each of the suppressed groups will be found[28]; these are the "Group Centers". The extreme spread of the six (6) Group Centers will be determined. The extreme spread is the distance between the two most distant Group Centers. The extreme spread of the Group Centers represents the "Group Repeatability." The Group Repeatability will be converted into MOA. If the Group Repeatability is greater than 2.00 MOA, the Offeror will be removed from further consideration.

Points will be awarded based on the table below:

Group Repeatability (Extreme Spread of Group Centers)	
Minute of Angle (MOA)	**Points**
≤ 1.00	100
1.01 – 1.25	50
1.26 - 1.50	25
1.51 - 2.00	10
> 2.00	Eliminated

Factor 10 - Malfunctions **Pass / Fail (Possible Points: 50)**

The suppressor shall be compatible and functionally reliable with the BPC when firing FBI approved service and training ammunition.

Throughout the Phase II evaluations, all stoppages and/or malfunctions of the weapon will be

[28] To find the group's center, the x-axis and y-axis of each individual shot will be recorded. Thereafter, the average x and y coordinates will be calculated from the five (5) individual shot locations.

recorded. Stoppages and/or malfunctions induced by the shooter, caused by a weapon failure or defect, those attributed to the ammunition, or those that have an indeterminate cause shall not constitute a suppressor or muzzle adaptor related malfunction for purposes of this evaluation.

The number of suppressor or muzzle adaptor related malfunctions will be recorded for each Offeror. Suppressor or muzzle adaptor related malfunctions may include, but are not limited to:

a. Yawing
b. Baffle strikes
c. Bolt over base
d. Failure-to-extract
e. Failure-to-eject
f. Failure-to-lock back
g. Failure-to-feed
h. Mounting or mounting system failure
i. Muzzle adaptor cracking/breaking

The number of suppressor or muzzle adaptor-related malfunctions occurring during Phase II will be scored based on the table below:

Suppressor or muzzle adaptor related malfunctions	
Number of malfunctions	**Points**
0	50
1	10
> 1	Eliminated

Factor 11 - Defects **Pass / Fail (Possible Points: 25)**

Suppressors and muzzle adaptors shall be free of defects.

Excluding *Factor 7 – Impact*, evaluators will document any observed suppressors and/or muzzle adaptor defects from the samples supplied. Suppressor or muzzle adaptor related defects include, but are not limited to:

a. Cracks or fractures
b. Baffle misalignment
c. Non-concentric or obstructed bore / through hole
d. Broken endcap
e. Improper thread pitch
f. Broken locking mechanism

The number of suppressors and/or muzzle adaptor defects observed will be totaled and scored based on the table below:

Suppressor and/or muzzle adaptor defects	
Number of defects	**Points**
0	25
1	Eliminated

(End Phase II Evaluations)

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NOTE: The evaluations within Phase III are designed to evaluate the unique product under consideration. If a product advances to Phase III which was submitted by more than one Offeror, the Government intends to evaluate one representative sample and apply the Phase III results to each Offeror proposing the same product. This consolidation of same/identical products is in the best interest of the Government.

A. Gunsmith Evaluation

Four (4) DOJ gunsmiths[30] will be selected to participate in this evaluation (the "Gunsmiths"). The Gunsmiths will inspect the submitted products and score them in the following categories:

1. Mounting and Installation – The Gunsmiths will review the manufacturer's recommended installation procedures for the muzzle device and suppressor. Using sample units, they will install and uninstall the muzzle devices and suppressors on DOJ firearms. Evaluation factors include, but are not limited to, whether the muzzle device requires shims for proper installation, the time and tools needed for installation, the repeatability and consistency of the lockup, and proper alignment of the suppressor with the bore.
2. Maintenance and Serviceability – The Gunsmiths will review the manufacturer's recommended maintenance and cleaning protocols for both the muzzle device and suppressor. The evaluation may consider factors such as the amount of carbon build-up on the suppressors, the effort required to clean the samples, and whether any specialized tools are necessary for maintenance or servicing.
3. Manufacturing Quality and Appearance – The Gunsmiths will inspect samples suppressors, muzzle devices, and training suppressors. The Gunsmiths may consider factors such as the material choices, weld consistency, applied finish and the consistency of the finish, as well as the threads and locking systems.

Gunsmiths shall score each remaining product in each of the three (3) assessment categories. Scores range from one (1), up to five (5) points, in each of the three (3) assessment categories. Therefore, it is possible that each Gunsmith could award up to 15 points per submission [up to five (5) points in each of three (3) categories].
Scoring definitions are below.

Scoring Definitions

Score of 1: Weak. Below average performance and low probability of success for use within the DOJ. The product does not meet the requirements of the Gunsmith.

Score of 2: Marginal. Slightly below average performance. Product was marginal. It met some but not all the requirements of the Gunsmith.

Score of 3: Satisfactory. Average performance. The product satisfies the basic requirements of the Gunsmith and has a decent probability of success if used within the DOJ.

[30] Assessors will be qualified Gunsmiths working for a law enforcement agency within the Department of Justice (e.g., FBI, DEA, USMS, etc.).

Score of 4: Good. Slightly above average. Met or slightly exceeded the Gunsmith's expectations. The product has a good probability of success if used within the DOJ.

Score of 5: Very Good. Exceeds the requirements of the Gunsmith and the excess is useful to the Gunsmith. The product submitted has very little room to improve and has a high likelihood of success if used within the DOJ.

Within the Gunsmith Evaluation, the total points possible for each Offeror is 60 points (15 possible points multiplied by the four (4) Gunsmith assessors).

B. <u>End User Assessment</u>

Twenty-five (25) Department of Justice law enforcement professionals (the "Assessors") will be selected to participate in the End User Assessment. The Assessors will participate in a controlled series of events to address seven (7) categories from the perspective of the end user. Following the controlled series of events, each Assessor will complete a User Assessment Form and score the evaluated sample in each of the seven (7) categories.

Assessors shall evaluate each of the remaining products. If an Assessor fails to complete the User Assessment Form for each remaining product, their scores shall be removed from the evaluation, and a new Assessor will be selected.

Note: The information provided by the Offeror in Volume 1 – Technical Proposal is not required to be provided to the Assessors. This includes, but is not limited to, information on the Company background, information on suppressor technology, information on the manufacturing facility, product warranty, etc.

The End User Assessment may consist of a combination of shooting and/or practical application drills. Throughout the assessment, the Government will strive to ensure that Assessors give all remaining Offerors/Products approximately the same amount of evaluation time and/or submit all remaining Offerors/Products to the same shooting/practical application drills.

Shooting events will consist of law enforcement-style shooting drills, which may include agency carbine qualification course(s), multiple target obstacle courses, and/or indoor and confined space drills.

Possible Points

Assessors shall score each product in each of the seven (7) assessment categories. Scores range from one (1), up to five (5) points, in each of the seven (7) assessment categories. Therefore, it is possible that an Assessor could award up to 35 points per submission [up to five (5) points in each of seven (7) categories].

To calculate the overall End User Assessment score for each Offeror/Product, the total scores from the twenty-five (25) Assessors will be combined. The total possible points from Phase III User Assessment are 875.

Assessment Categories and Definitions

The seven (7) assessed categories and their definitions are as follows:

1. Length and Weight – Assessors should consider the added perceived length and added perceived weight of the suppressor to the BPC. Is the weapon system, with the suppressor, suitable for use in confined spaces? With the suppressor, is the weapon system balanced?[31]
2. Blowback – Users should consider the perceived blowback and effect of gasses on the shooter during live fire. Does the shooter experience eye or respiratory irritation during firing? Assessors should consider this when firing from different positions (e.g., standing, kneeling, prone).
3. Ease of Suppressor Installation/Removal – Assessors should evaluate the mounting system and the ease for the user to install and remove the suppressor.
4. Suppressor Performance – Assessors should consider the perceived sound reduction from the suppressor during live fire as well as perceived changes in bolt velocity and any effect on functional reliability of the weapon. Assessors should also consider the perceived recoil reduction and flash suppression capability.
5. Finish and Appearance - The overall appearance of any finish applied to the exposed parts of the suppressor and the absence of unsightly blemishes, tool marks and/or sharp edges. Users should consider changes to the appearance after live fire training and cleaning.
6. Assimilability - The ability to easily absorb the suppressor into the present agency's inventory and its compatibility with existing equipment and current training practices.
7. Cleaning and Maintenance – Assessors should consider the manufacturer's recommended cleaning protocols and whether those are practical and effective in maintaining the suppressor. Assessors should consider the amount of fouling or carbon build-up observed after live fire and the ease to clean the suppressor.

Scoring Definitions

Score of 1: Weak. Below average performance and low probability of success in operational deployments. The product does not meet the requirements of the Assessor.

Score of 2: Marginal. Slightly below average performance. Product was marginal. It met some but not all the requirements of the Assessor.

Score of 3: Satisfactory. Average performance. The product satisfies the basic requirements of the Assessor and has a decent probability of success in operational deployments.

Score of 4: Good. Slightly above average. Met or slightly exceeded the Assessor's expectations. The product has a good probability of success in operational deployments.

Score of 5: Very Good. Exceeds the requirements of the Assessor and the excess is useful to the Assessor. The product submitted has very little room to improve and has a high likelihood of success in operational deployments.

[31] Assessors should consider, at a minimum, if the added weight impacts their ability to transition between targets and quickly aiming the firearm.

(End Phase III Evaluations)

The points earned by each product in the Gunsmith Evaluation and End User Assessment will be combined for that submission's Phase III score.[32]

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If the Offeror is eliminated during Phase IV, the Government reserves the right to include the Offeror with next highest Overall Technical Evaluation Score. If a determination is made to include another submission, the Contracting Officer will notify the Offeror and request the additional samples be delivered to the FBI within 15 business days of notification.

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Functional Reliability	
Suppressor related stoppages	**Result**
0 – 6	Pass
> 6	Eliminated

Factor B - Endurance

From the six (6) samples used in *Factor A – Functional Reliability*, two (2) suppressors and two (2) muzzle adaptors shall be utilized in *Factor B – Endurance*. The suppressors and muzzle adaptors were previously installed on BPCs in accordance with the manufacturer recommended installation guidelines. Each suppressor/muzzle adaptor pair will be fired until each reaches a total of 10,000 rounds.[36]

Endurance testing will commence with inspected, cleaned, and lubricated BPCs. No more than 250 rounds may be fired in any firearm without the firearm being cooled, cleaned, and lubricated. The suppressor will be cleaned and maintained per the manufacturer's recommendations.

All observed stoppages will be inspected and attributed to one of the following factors: suppressor, shooter, weapon, ammunition, or undetermined. Suppressor-related stoppages will be counted against the functional reliability standard. The established minimum functional reliability standard is 1 stoppage in 2,000 rounds fired (rate of 1:2,000). If suppressor-related stoppages observed during the Endurance phase exceed the minimum functional reliability standard (1 stoppage in 2,000 rounds fired), the submission may be eliminated from further consideration.

Throughout *Factor B – Endurance*, all adverse observations will be recorded. The adverse observations, which may be separate from stoppages, may include, but are not limited to, loosening of the suppressor; breakage of the muzzle adaptor; breakage of the suppressor body or core; breakage of the locking mechanism; excessive increased blow back; bullet yaw; or other events that potentially effect the performance of the suppressor. Adverse observations may result in the failure of the suppressor and a removal of the Offeror.

(End Phase IV Evaluation)

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considering the evaluation criteria set forth in this solicitation.

Note: FBI test data of the contract-awarded suppressor will be placed into the standard FBI ballistic research database and may be disseminated according to current dissemination rules.

(END OF RFP)