

**RE: REPRESENTATIONS AND CERTIFICATIONS OF  
SUPPLIERS UNDER GOVERNMENT PRIME CONTRACTS  
FOR CLOSE-OUT OF PURCHASE ORDERS OR  
CONTRACTS.**

Gentlemen:

Under the Government's procurement acquisition regulations, it is necessary that suppliers certify that they comply with certain Government policies upon completion or termination of purchase orders and/or contracts funded under a Government Prime Contract.

In this regard, since your company is a supplier to FN Manufacturing, LLC under a Government funded Prime Contract, it is necessary that you complete, date, sign (by an authorized representative), and return the enclosed Representation and Certification Form(s) to the undersigned.

In view of the importance of this matter, we request that your company complete the applicable portions of the enclosed Representations and Certifications Form(s) and return same.

Should you have any questions regarding this matter, please contact the writer at once.

Sincerely,

Enclosures

**TO: ALL FN MANUFACTURING, LLC SUPPLIERS OF MATERIALS, SUPPLIES AND SERVICES:**

FNMLLC is obligated by law to obtain certifications and information from its suppliers as specified in the following Federal law and regulations:

1. Certification of Disposition of Drawings and Specifications.
2. Certification of Demilitarization of small arms weapons and parts, and accessories (Category I - Munitions List) 52.2100-1 AMC FAR Supplement.

Please complete all sections, sign and return the attached form(s) regardless of whatever other form or correspondence you may use to respond to our request. Without the form, you will be deemed as non-compliant to FN's request and no additional orders can be placed with your company.

#### **DISPOSITION OF DRAWINGS AND SPECIFICATIONS**

(A) Documents and all information thereon that are identified as proprietary shall not be reproduced, duplicated or copied in whole or in part, disclosed or made available to any other person, firm or corporation or otherwise used except to the extent necessary for and then only in connection with the preparation and/or submission of bids or proposals related to a procurement being affected by FNMLLC or the United States Government or in connection with the manufacture of items under contract with FNMLLC or the United States Government.

(B) It is required that the Contractor must maintain the proprietary legend intact and will be required to certify to the use made and disposition of the documents. If distribution of these documents is made by the Contractor, the same requirements are imposed on any Subcontractors.

(C) Upon completion of the purposes for which these documents have been issued, the Contractor is required to destroy or have destroyed all documents bearing the proprietary legend, including all reproductions, duplications or copies thereof as may have been further distributed by the Contractor. Immediately after destruction thereof, a Certificate of Destruction will be furnished to the Contracting Officer, which will include identification of the documents and quantity thereof, as well as the date of destruction.

(D) The Contractor's attention is specifically directed to the fact that, under an issued contract, any technical data which is restricted as to use by a proprietary legend shall not be furnished to others in connection with manufacture or procurement activities unless it is clearly and indelibly marked to restrict its use and/or reproduction and shall include the proprietary legend.

As an authorized representative of your company, your signature below certifies that your company has complied with paragraphs A through D above for the following items where your company no longer produces a weapon part for FNMLLC as of \_\_\_\_\_ (if more space is needed, submit additional copies of this certification):

DOCUMENT NUMBER  
DESTRUCTION

QUANTITY DESTROYED

DATE OF

SIGNED	TITLE
FIRM NAME	DATE

**DEMILITARIZATION CLAUSE/SMALL ARMS WEAPONS AND PARTS, AND  
ACCESSORIES (CATEGORY I - MUNITIONS LIST) 52.2100-1 AMC FAR SUPPLEMENT**

(A) Where the items called for by contract being military items, the following provision as to the disposal of completed or partially completed parts, components, subassemblies, and end items will apply. Property (whether title to the property is in the Government or not, and including parts, components, subassemblies and assemblies to the extent indicated below) of the type covered under contract for which the Contractor does not claim or is refused payment (including, but not limited to, rejects or overruns) under the provisions of contract, but which is manufactured, fabricated, assembled, or produced in connection with the manufacture, fabrication, assembly, or production of items covered by contract, and which is manufactured, fabricated, assembled or produced on the basis of or with the aid of drawings, specification, facilities, equipment, or material furnished or specified by the Government pursuant to contract, will be completely destroyed or mutilated (whichever is prescribed) prior to final payment in the manner and to the extent herein below set forth in order that such property will be unusable or non-reclaimable for its original purpose, and to preclude the possibility of reconditioning such property to make it saleable as implements of war:

(a) All non-automatic, semiautomatic, and automatic guns and other weapons up to and including 50 caliber; shotguns; shoulder fired grenade launchers; recoilless rifles up to and including 106MM; mortars up to and including 81MM; rocket launchers man portable; individually operated weapons which are portable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft; pyrotechnic pistols and other ground signal projectors; component parts for the aforementioned items; accessories, i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, bayonets and gun mounts (including bipods and tripods); and trench knives, hunting and survival knives, switch blade knives and brass knuckles.

(b) Key points to be demilitarized: entire items and parts thereto (except wooden stocks, leather products and nonmetallic material which may be disposed of without demilitarization).

(c) Method and degree of demilitarization.

(1) For items listed in paragraph (a) above (except accessories, trench knives, hunting and survival knives, switch blade knives and brass knuckles), the preferred (normal) method of demilitarization under local expanded demilitarization procedures is by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will be made in accordance with instructions applicable to the items being demilitarized. Shearing, crushing, deep water dumping or melting may be utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.

(a) Receivers will be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(b) Bolts and barrels will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(c) Other metallic parts, including M2 conversion kits will be mutilated by crushing, cutting or melting.

(2) Machine guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent reconstitution. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken or distorted to preclude reconstruction.

(3) Magazines will be demilitarized by cutting, shearing or crushing. Clips for 5.56MM and 7.62 MM rifles and .30 cal. Carbine and M1 rifle do not require demilitarization.

(4) Accessories i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, bayonets and gun mounts (including bipods and tripods); and trench knives, hunting and survival knives, switch blade knives and brass knuckles will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized.

(B) The Contractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor other than as scrap.

(C) Upon completion of production under this contract, the Contractor shall certify to the Administrating Contracting Officer that demilitarization, as prescribed above, has been accomplished.

(D) The Contractor further agrees that it will include the aforesaid provisions in any subcontracts for the aforesaid items.

(E) The Contractor further agrees that it will maintain written records of demilitarization and provide said records to FNMLLC and/or Administrative Contracting Officer upon request.

As an authorized representative of your company, your signature below certifies that your company has complied with paragraphs A through E above for the following purchase orders/contracts for any weapon parts produced through \_\_\_\_\_ (if more space is needed, submit additional copies of this certification):

PURCHASE ORDER/PART NUMBER/CONTRACT NUMBER

SIGNED	TITLE
FIRM NAME	DATE