



ADMINISTRATIVE AGREEMENT

This Administrative Agreement ("Agreement") is made between Action Manufacturing Company ("Action" or "the company"), Arthur Mattia ("Mattia") and the United States Department of the Army ("Army"). The Army, acting through its Suspension & Debarment Official ("SDO"), has been designated as the lead agency for determining the present responsibility of Action under Subpart 9.4 of the Federal Acquisition Regulation ("FAR").

A. PREAMBLE

1. Action, a Delaware corporation, was established in 1946 and is headquartered in Bristol, Pennsylvania. Action is a major manufacturer of explosive leads, detonators and timing devices, such as fuzes. Most of the company's business arises out of contracts with the Department of Defense ("DoD"), or as a sub-contractor on DoD contracts. Action is a sole source provider to the DoD of a number of products.
2. The manufacturing of ordnance products is regulated by state and federal laws. There are state and federal laws concerning the storage, handling, transportation and disposal of its byproducts. In November 2011, the Environmental Protection Agency ("EPA") and the Pennsylvania Department of Environmental Protection ("PADEP") conducted a joint inspection of Action's Atglen, PA plant. At the time, the inspectors advised Action's then-Environmental, Health and Safety Manager, Anthony Taylor ("Taylor") of significant quantities of hazardous waste that were in storage in excess of 270 days in violation of applicable hazardous waste disposal laws and regulations. It was the responsibility of Taylor to arrange for the regular off-site shipment of hazardous waste to prevent storage for more than 270 days.
3. Taylor did not advise its senior executives of the gravity of concerns pointed out by EPA and PADEP during the joint inspection. The company did not become aware of the problem until April 2012 when it received an inspection report from EPA highlighting the non-compliance. Action was served with a grand jury subpoena the following month by the United States. After receipt of the inspection report from the EPA, management reviewed the hazardous waste storage inventory maintained by Taylor and confirmed that a large quantity of hazardous waste had been stored for more than 270 days.
4. Action placed Taylor on administrative leave pending completion of an internal investigation. The material stored included items for which Action had Department of Transportation ("DOT") approval to ship. Taylor had no reasonable explanation for why hazardous materials were not shipped off-site for disposal in a timely manner in accordance with legal requirements. The investigation revealed that Mr. Taylor failed to meet his responsibilities to assure compliance and the timely shipping and disposal of hazardous waste. After completion of the investigation, Action terminated Taylor's employment.
5. Since the problems were brought to the company's attention, it has taken steps to address the storage violations. In November 2013, Action obtained a permit for a state of the art thermal

ADMINISTRATIVE AGREEMENT

Action Manufacturing Company

treatment unit ("TTU"). Both the construction of the TTU and the permit costs were financed entirely by the company. It also entered into a Consent Order and Agreement ("COA") with the PADEP and is now able lawfully to treat and dispose of nearly all of its hazardous waste in the TTU, keeping such materials off the nation's highways. Under the COA, in addition to keeping current with treatment of newly generated hazardous waste, Action is required to complete treatment of all hazardous waste stored in excess of 270 days by February 1, 2015. (A true and correct copy of the COA and amendments thereto is attached at Encl 1)

6. To date, Action has treated more than half of the materials stored more than 270 days while remaining compliant with its TTU Permit by treating newly generated waste in accordance with applicable regulations and the TTU Permit conditions. Additionally, under the COA, Action is required to pay a penalty of \$450,000, \$250,000 of which was paid on June 13, 2014, with the remainder due and payable on or before February 1, 2015 (*See*, Encl 1). Action has set aside the remainder of the penalty (\$200,000) to assure timely payment.

7. On May 6, 2014, a criminal information was filed against Action in the U.S. District Court for the Eastern District of Pennsylvania. (Encl 2) Action was charged with one count of storage of hazardous waste without a permit in violation of 42 U.S.C. § 6928(d)(2) and one count of transportation of hazardous material in violation of regulations pursuant to 49 U.S.C. §5124. The Department of Justice ("DoJ") and Action negotiated a plea agreement and it pled guilty on May 21, 2014 to both counts of the criminal information. (A true and correct copy of the Guilty Plea Agreement is attached at Encl 3).

8. Sentencing of Action is scheduled for August 27, 2014 at 10:00 a.m. At the sentencing, the Government will recommend a sentence of five years' probation, a fine of \$1,200,000 and a special assessment of \$800 pursuant to the plea agreement. If the Court accepts that recommendation, Action will pay the special assessment and \$600,000 of the fine at the time of sentencing and pay the remainder of the fine in quarterly installments of \$50,000. Action will also be placed on probation for a term of five years.

9. In the plea agreement, Action accepted responsibility for its illegal actions that resulted from the conduct of its former employee and cooperated with the Government investigations. Action voluntarily implemented reforms and terminated the employment of Taylor for failing to ensure compliance with state and federal regulations. As part of the plea agreement, Action agrees that by sentencing, Mattia will no longer serve on Action's Board of Directors. Further, Mattia will resign as President of Action, and not participate in management of the Company in any capacity. At the time of sentencing, Action through a statement from a responsible corporate officer will certify under oath to the Court the agreement concerning Mattia's role at the company. In addition, as a further term of probation, Action agrees to reduce and eliminate its backlog of explosive hazardous waste in full compliance with the schedule and terms of the COA. (*See*, Encl 1).

10. In order to assure its present responsibility, in addition to complying with the terms of the Guilty Plea Agreement and the COA, Action agrees to execute and take the remedial actions specified in this Agreement, including Section C, Contractor Responsibility Program, subject to the terms and conditions described in Section D, General Conditions, and Section E,

ADMINISTRATIVE AGREEMENT

Action Manufacturing Company

Administration of this Agreement. In addition, at such time as Judgment is entered, its terms and conditions will be deemed incorporated by reference into this Agreement. (Encl 4)

11. The Army has determined that the terms and conditions of this Agreement, if complied with, provide adequate assurance that the interests of the Government will be sufficiently protected to preclude the debarment or suspension of Action, pursuant to the current disposition of facts and circumstances.

12. This Agreement is effective for a period of five years (60 months) from the Effective Date, which is the date on which the Army's Suspension and Debarment Official signs this Agreement on behalf of the Army. Upon the completion of the third year of this Agreement, Action may request a review of its performance under the Agreement and ask the SDO to determine if Action has fulfilled its obligations under this Agreement. The decision concerning the fulfillment of these obligations shall be at the sole discretion of the SDO. In addition, at any time after the completion of the third year of the agreement, Action may present information for consideration by the SDO regarding its performance under the Agreement and request a reconsideration of the SDO's decision to maintain the Agreement in force.

NOW THEREFORE, in consideration of the promises set forth herein and for good and valuable consideration, the parties mutually agree as follows.

B. DEFINITIONS

1. "Contractor" refers to Action Manufacturing Company and Arthur J. Mattia, and its divisions, operating units, and groups, as appropriate, including its directors, officers, and employees, while acting in their capacities as such.

2. "Days" refers to "calendar days."

3. "Effective date" (of this Agreement) refers to the date on which the Army's Suspension and Debarment Official signs this Agreement on behalf of the Army.

4. "Enclosure (Encl)" refers to documents which are incorporated by reference into this Agreement. The enclosures contain material relevant to the basis for entering into this Agreement or discuss specific aspects of its implementation. Enclosures may be modified after the entry of this Agreement into force without altering the basic Agreement itself at the express agreement of the parties. As executed, there are three "Enclosures" to this Agreement: Enclosure 1 – PADEP COA, dated August 13, 2013 and Amendment to PADEP COA, dated April 23, 2014; Enclosure 2 – U.S.A. vs. Action Manufacturing Company Criminal Information, May 6, 2014; Enclosure 3 – U.S.A. vs. Action Manufacturing Company Guilty Plea Agreement, dated May 1, 2014. Enclosure 4 – U.S.A. vs. Action Manufacturing Company Judgment will be added to the Agreement once it is entered on the court docket.

5. "Employee" refers to officers, managers, and supervisors. All other full and part-time workers, whose performance is under the direct supervision and control of the Contractor, will be considered "employees" solely for training purposes. Consultants and temporary workers shall be

ADMINISTRATIVE AGREEMENT

Action Manufacturing Company

made aware of the compliance agreement and the Contractor Responsibility Program, and, to the extent engaged in the formation or administration of government contracts, furnished copies of the Code of Conduct and the Government Contracting Policies and Procedures.

6. "Ethics Program Director" refers to a managerial officer of the Contractor who will be the first point of contact for all questions regarding the terms and conditions of this Agreement.

7. "FAR" refers to the Federal Acquisition Regulation.

8. "Government" refers to any department, agency, division, independent establishment, or wholly owned corporation of the United States Government. Specific points of contact for this Agreement are the SDO and the United States Army Legal Services Agency, Contract and Fiscal Law Division, Procurement Fraud Branch and their designees.

9. "Independent cause" for suspension or debarment refers to a reason or basis for such action not directly related to information set forth in the Preamble or any document referred to in the Preamble.

10. "Judgment" refers to the sentence entered in the case of U.S.A. vs. Action Manufacturing Company, Case 2:14-CR-00224-NIQA

11. "U.S.C." refers to the United States Code.

C. CONTRACTOR RESPONSIBILITY PROGRAM

1. General. The Contractor shall institute a Contractor Responsibility Program involving all its employees. The program shall be designed to ensure that the Contractor maintains the high standard of business integrity and honesty required of Government contractors and that the Contractor's performance of Government contracts is in strict compliance with their terms. At a minimum, the Program shall include the following features, which are described in greater detail below:

- a. Notification to employees of this Agreement;
- b. Adoption of a Code of Business Ethics and Conduct;
- c. Publication of a Government Contracting Policies and Procedures Manual;
- d. Establishment and implementation of a training program related to Business Ethics and Government Contracting (including health, safety and environmental compliance) for all Contractor employees;
- e. Appointment of an Ethics Program Director;
- f. Installation of an employee hotline to report suspected instances of improper conduct.

ADMINISTRATIVE AGREEMENT

Action Manufacturing Company

2. Notification of This Agreement. Within 30 days of the effective date of this Agreement, Contractor's President shall prepare and display, in a prominent place accessible to all employees, a letter stating that the Contractor has entered into an administrative settlement agreement with the Army. A copy of the President's letter will be forwarded to the Army for approval prior to distribution and will describe this Agreement and Contractor's responsibilities thereunder. The letter shall state:

- a. The basis for this Agreement;
- b. Contractor's commitment to observe all applicable laws and regulations, and to maintain the highest standards in conducting business with the United States Government;
- c. A brief description of the features of the Contractor Responsibility Program;
- d. The name, address, and toll-free hotline and local telephone number of the Contractor's Ethics Program Director;
- e. The availability of the Ethics Program Director for consultation on any questions concerning Contractor's business practices or employee responsibilities, including required reporting of improprieties; and
- f. That all improprieties regarding Government operations, to include health, safety and environmental violations shall be reported to the Ethics Program Director who will conduct an investigation followed by appropriate corrective action, and that employees may make such reports without revealing their identity.

3. Code of Business Ethics and Conduct.

a. The Contractor shall create, maintain, and revise, as necessary, a Code of Business Ethics and Conduct ("Code"). The Code shall be designed to ensure that the Contractor maintains the business integrity and honesty required of a Government contractor, and that the Contractor's performance is in strict compliance with the terms and conditions of its Government contracts.

b. Within 60 days of the effective date of this Agreement, the Contractor shall submit a draft Code of Business Ethics and Conduct to the Army for written approval. If the Army objects to the Code of Business Ethics and Conduct, the Contractor shall promptly revise the Code to meet the Army's objections and resubmit it for approval.

c. Elements of the Code of Business Ethics and Conduct. The Code shall include at a minimum:

ADMINISTRATIVE AGREEMENT

Action Manufacturing Company

(1) A statement of the Contractor's commitment to comply with the contractor responsibility provisions of the FAR and all other applicable laws and regulations concerning the conduct of Government contracting or subcontracting;

(2) A statement of the Contractor's commitment to fully cooperate with any Government agencies responsible for either investigation or corrective actions;

(3) Specific standards of conduct for Contractor employees concerning their business dealings with the Government on behalf of the Contractor;

(4) Notice that the Contractor will immediately discipline, to include termination if appropriate, employees or officers whose conduct violates applicable laws, regulations, or the basic tenets of business integrity and honesty set forth in the Code of Business Ethics and Conduct;

(5) A requirement that Contractor employees report to the Ethics Program Director any impropriety or violation of this Agreement, whether committed by the Contractor, a vendor, a subcontractor, or a Government employee; and

(6) Provisions that pertain to the Contractor's duty and ethical responsibility to properly store, handle, transport and dispose of hazardous waste, which this Agreement is designed to ensure.

4. Government Contracting Policies and Procedures Manual.

a. The Contractor shall establish and maintain a written Government Contracting Policies and Procedures Manual ("Manual") to regulate the performance of its Government contracts. The Manual shall describe, in detail, the Contractor's method for competing for and administering Government contracts and the positions responsible for performing, approving, and reviewing these tasks.

b. Contractor management shall monitor employee compliance with the policies and procedures set forth in the Manual, and consider such compliance when making decisions concerning personnel decisions, including compensation.

c. Within 60 days of the effective date of this Agreement, Contractor shall submit a draft Manual to the Army for written approval. If the Army objects to the Manual, Contractor shall promptly revise it to meet the Army's objections and resubmit it for approval. At a minimum, the Government Contracting Policies and Procedures Manual will be updated annually.

5. Training Program.

a. Army Approval of Training Plans. Within 60 days of the effective date of this Agreement, the Contractor shall provide the Army a training plan with a detailed description of course materials it intends to use in ethics and Government contracting training classes. If the Army rejects a plan, the Contractor will promptly propose another plan.

ADMINISTRATIVE AGREEMENT

Action Manufacturing Company

b. Ethics Training. Within 60 days of the approval of the training plan by the Army, pursuant to paragraph (a.) above, the Contractor shall provide all its employees with a copy of its Code of Business Ethics and Conduct and conduct initial training in business ethics and conduct. All employees shall sign and date a roster, certifying that they attended training and received and read a copy of the Code of Business Ethics and Conduct. The Contractor shall ensure that newly hired employees receive training, a copy of the Code of Business Ethics and Conduct, and sign and date a roster certifying they attended training and received and read a copy of the Code.

c. Government Contracting Training. Within 60 days of the approval of the training plan by the Army, pursuant to paragraph (a.) above, the Contractor shall provide employees directly involved with Government contracts specialized training in laws, regulations, and contractor policies and procedures related to Government contracting. These employees shall sign and date a roster certifying they attended the training and were familiarized with the Government Contracting Policies and Procedures Manual, which is readily accessible to them.

d. Frequency and Certification of Training. The Contractor shall conduct and update all ethics and Government contracting training and employee certifications annually. The Ethics Program Director shall maintain all employee certification rosters for ethics and Government contracting training and make them available to the Army upon request.

e. Notice of Training. The Contractor will provide the Army a schedule of all ethics and Government contracting training sessions at least 15 days in advance, so the Army may attend the training.

6. Ethics Program Director. The Contractor shall appoint a managerial officer as the Ethics Program Director and revise that employee's job description for this duty. The Ethics Program Director shall serve as the Contractor's first point of contact for all questions regarding the terms and conditions of this Agreement and the Contractor's implementation of this Agreement, investigate complaints concerning Contractor's compliance with this Agreement, and report to the Army concerning Contractor's compliance with this Agreement. Within 30 days of the effective date of this Agreement, Contractor shall provide the name, current position, resume, and organizational status of the proposed Ethics Program Director to the Army for approval. Any change in the Ethics Program Director shall require prior Army approval.

7. Hotline.

a. General. Within 30 days of the effective date of this Agreement, the Contractor shall establish and maintain a toll-free "hotline" number by which employees may report to the Ethics Program Director suspected incidents of improper conduct, to include fraud, waste, and abuse, or violation of the terms of any contract or this Agreement. The "hotline" number and the name and address of the Ethics Program Director shall be prominently displayed in all employee work and break areas, and included in all appropriate internal employee and management publications. These notifications shall describe the hotline's purpose, and explain that reports may be made anonymously, that all anonymous reports will be acted upon in the same manner as identifiable reports.

ADMINISTRATIVE AGREEMENT
Action Manufacturing Company

b. Hotline Log. The Ethics Program Director shall maintain a log of all hotline calls, to include: date and time of call; identity of caller, if disclosed; summary of allegation or inquiry; and general resolution or referral. The Ethics Program Director shall ensure that each call is adequately investigated and resolved. Hotline investigation reports shall be provided to the Army. Contractor shall not assert an attorney-client or work-product privilege with respect to the hotline log, investigative reports, or their contents.

8. Reports to the Army. The Ethics Program Director shall submit a semi-annual report to the Army that is postmarked no later than seven days after the first day of the month six months from the effective date of the Agreement, as appropriate, and every six months thereafter until this Agreement has expired. The report shall include:

a. A description of the training conducted that is required by this Agreement and the number of persons who attended, including a statement of the percentage of total employees trained year to date as of the date of the report.

b. The total number of hotline calls and other contacts made or referred to the Ethics Program Director. This part of the report shall include:

(1) The means by which any alleged misconduct was reported (e.g., call, letter, or drop-in visit, etc.);

(2) The category of any alleged misconduct (e.g., product substitution, mischarging, defective pricing, etc.) and a brief descriptive summary thereof;

(3) Whether the alleged misconduct was substantiated, in whole or in part;

(4) Whether disciplinary action was imposed and if so, a description of that action; and

(5) Whether corrective measures other than disciplinary action taken and if so, a description of those actions. Matters pending resolution at the time of a reporting period shall be included in each subsequent report until final resolution of all matters is reported.

9. Other Reports to the Army. Action shall submit a report to the Army on the status of its corrective actions taken as required in COA Paragraph 3a (Corrective Action) pursuant to the COA. This report shall be submitted to the Army within thirty (30) days upon completion of the fifteen (15) months deadline in the COA.

D. GENERAL CONDITIONS

1. Unallowable Costs. All costs, as defined in FAR 31.205-47, incurred for or on behalf of Contractor in response to or in preparation of Government criminal, civil, or administrative actions arising out of alleged violations described in the Preamble, and all costs incurred by the Contractor in negotiating, implementing and abiding by the terms of this Agreement, shall be deemed unallowable costs, direct or indirect, for Government contract purposes. These

ADMINISTRATIVE AGREEMENT

Action Manufacturing Company

unallowable amounts shall be separately accounted for by the Contractor by identification of costs incurred: a) through accounting records to the extent possible; b) through memorandum records, including diaries and formal logs, regardless of whether such records are part of official corporate documentation, where accounting records are not available; and c) through good faith itemized estimates where no other accounting basis is available.

2. Allowable Costs. The costs of all self-governance, compliance, or ethics programs, activities and offices in existence prior to when the matters described in the Preamble of this Agreement arose and which are continued by the terms of this Agreement shall be allowable costs to the extent otherwise permitted by law and regulation.

3. Modifications of This Agreement. Any requirements imposed on the Contractor by this Agreement may be discontinued by the Army at its sole discretion. Other modifications to this Agreement may be made only in writing and upon mutual consent of the parties to this Agreement.

4. Business Relationships with Suspended or Debarred Entities. The Contractor shall not knowingly form a contract with, purchase from, or enter into any business relationship with any individual or business entity that is listed by the General Services Administration ("GSA") as debarred, suspended, or proposed for debarment. In order to implement this provision, the Contractor shall make reasonable inquiry into the status of any such potential business partner, to include, at a minimum, review of the SAM at www.sam.gov.

5. Public Document. This Agreement is a public document that may be distributed by the Army throughout the Federal Government for official purposes and to other interested parties upon appropriate request under the Freedom of Information Act.

6. Releases. Respondents release the United States and the United States releases Respondents, and each party's respective instrumentalities, agents, and employees in their official and personal capacities, of any and all liability or claims, monetary or equitable, arising out of the investigation and negotiation of this Agreement.

7. Scope of This Agreement – Suspension and Debarment for Independent Cause. This Agreement in no way restricts the authority, responsibility, or legal duty of the Army, or any other federal agency to consider and institute suspension or debarment proceedings against Contractor based upon information constituting independent cause for suspension or debarment concerning events unrelated to the facts and circumstances set out herein, including, but not restricted to, any substantive allegations of wrongdoing under any past, present, or future hotline complaint or security program investigations. The Army or any other federal agency may, in its sole discretion, initiate such proceedings in accordance with the FAR Subpart 9.4.

8. Survival of This Agreement. If, during the term of this Agreement, the Contractor establishes new companies or subsidiaries, merges with another company, or transfers the entire company or major assets to new owners, it shall notify the Army 90 days in advance of such action and provide a copy of the corporate documents. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns, unless the new

ADMINISTRATIVE AGREEMENT

Action Manufacturing Company

owners request and show good cause why it should not be applicable to their operations. Bankruptcy proceedings shall not prevent or stay the enforcement of this Agreement or any debarment proceedings the Army deems to be appropriate should the parties fail to comply with the terms of this Agreement, or engage in such other conduct that is a cause for suspension or debarment.

9. Truth and Accuracy of Submissions. The Contractor represents that all written materials and other information supplied to the Army by its authorized representatives, during the course of discussion with the Army preceding this Agreement are true and accurate in all material respects, to the best of the Contractor's information and belief.

10. Violations of This Agreement. Any violation of this Agreement that is not corrected within ten days from the date of receipt of notice from the Army may constitute an independent cause for debarment. If correction is not possible within ten days, the Contractor shall present an acceptable plan for correction within that ten-day period. The Army may, at its sole discretion, initiate suspension or debarment proceedings in accordance with FAR Subpart 9.4. Alternatively, in the event of any noncompliance, the Army may in its sole discretion extend this Agreement for a period equal to the period of noncompliance. The Contractor does not, by this Agreement or otherwise waive its right to oppose such action under FAR Subpart 9.4, or any other substantive, procedural, or due process rights it may have under the Constitution or other applicable laws or regulations of the United States.

E. ADMINISTRATION OF AGREEMENT

1. Address for Agreement Correspondence. All submissions required by this Agreement shall be delivered to the following address, or such other addresses as the parties may designate in writing.

Procurement Fraud Branch
U.S. Army Legal Services Agency
ATTN: JALS-KFLD-PF (Pamoline J. McDonald)
9275 Gunston Road, Suite 2100
Fort Belvoir, VA 22060-5546

2. Certification of Compliance. Within 90 days of the effective date of this Agreement, the Contractor will provide the Army a certification that all terms and conditions of this Agreement have been implemented or will be satisfied within the times specified in this Agreement.

3. Access to Books and Records.

a. During the term of this Agreement, the Army Procurement Fraud Branch ("PFB"), or any agency or office of the Department of Defense designated by PFB for a particular inquiry, shall have the right to examine, audit, and reproduce Contractor's books, records, documents, and supporting materials related to any report, allegation or complaint of suspected wrongdoing, whether criminal, civil, administrative, or contractual and whether reported through the hotline program, or by any other means,

ADMINISTRATIVE AGREEMENT

Action Manufacturing Company

and any resulting inquiries or investigations related thereto. Such hotline reports, inquiries, investigations (except those conducted by attorneys), and all related books, records, documents and supporting material are considered by the Contractor to be administrative and managerial and are not investigations, books, records, documents, material, reports, or investigations protected by the attorney-client privilege or any other privilege. Any investigations by attorneys for Respondents will be considered attorney client privileged and/or work product materials and may be protected from production.

b. Additionally, PFB or its designee shall have the opportunity to review the books, records, documents, materials, reports, and investigations directly related to compliance with this Agreement.

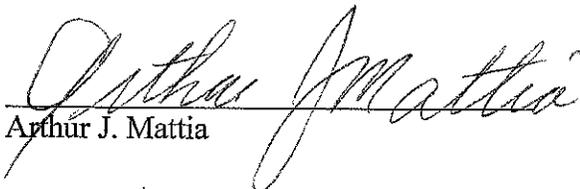
c. The PFB or its designee shall also have the opportunity to interview any Contractor employee for the purpose of evaluating (1) compliance with the terms of this Agreement; (2) future compliance with federal procurement policies and regulations; and (3) maintenance of the high level of business integrity and honesty required of a Government contractor.

d. The interviews and materials described above shall be made available to the PFB or its designee at company offices at reasonable times. Contractor's obligation under this Agreement with respect to employee interviews is limited to making its employees available for an interview at their place of employment during normal business hours. The individual employee shall have the right to determine whether or not to submit to an interview. To the extent it is permitted to do so by law, regulation, or policy, the Army shall protect Contractor's confidential and proprietary business information from public disclosure.

e. The materials described above shall be made available, at Contractor's offices at reasonable times for inspection, audit, or reproduction. The PFB or its designee shall not copy or remove the Contractor's technical or other proprietary data without the Contractor's permission.

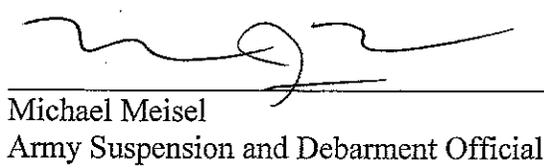
4. Corporate Officer List. Within 30 days of the effective date of this Agreement, the Contractor shall provide the Army with a list of its directors and officers and a copy of its organizational chart, which will be updated, as changes occur.

5. Expiration. This Agreement shall expire at midnight five years after the effective date of this Agreement.



Arthur J. Mattia

7/1/2014
DATE



Michael Meisel
Army Suspension and Debarment Official

9 JUL 14
DATE

ADMINISTRATIVE AGREEMENT
Action Manufacturing Company



Sean Gibbs
Vice President of Business Development
Action Manufacturing Company

7/1/14

DATE