

The following documentation is an electronicallysubmitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

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Welcome, Lu Anne Cottrill	P	Procurement Budgeting	Accounts Receivable Ac	counts Payable				
Solicitation Response(SR) Dept: 0310 ID: ESR07141	150000000169 Ver.: 1 Function: New Ph	nase: Final Modi	fied by batch , 07/14/2015					
Header								
							List View	-
General Information Contact Default Values	Discount Document Information							
Procurement Folder: 86756			SO Doc Code: CRFQ]
Procurement Type: Central Purchase (Order		SO Dept: 0310					
Vendor ID: 000000121729	2		SO Doc ID: DNR150	0000053				
Legal Name: ATLANTIC TACTIC	CAL (NC-		Published Date: 6/22/15					
Alias/DBA:			Close Date: 7/14/15					
Total Bid: \$433.30			Close Time: 13:30					
Response Date: 07/14/2015			Status: Closed					
Response Time: 11:56		Solicita	tion Description: Hologra time pu	aphic Weapon Sights-o rchase	one 🗘			
		Total of Head	ler Attachments: 0					
		Total of	All Attachments: 0					
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Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Solicitation Response

	Proc Folder: 86756 Solicitation Description: Holographic Weapon Sights-one time purchase							
	Proc Type : Central Purcha		F					
Date issued	Solicitation Closes	Solicitation No	Version					
	2015-07-14 13:30:00	SR 0310 ESR0714150000000169	1					

VENDOR

000000121729

ATLANTIC TACTICAL (NC-

FOR INFORMATION CONTACT THE BUYER Laura E Hooper

(304) 558-0468 laura.e.hooper@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount				
1	EOTECH Holographic Weapon Sights, model EXPS2, or equal		1.00000 LS		\$433.30				
Comm Code	Manufacturer	Specification		Model #					
46101506									
Extended Description : EOTECH Holographic Weapon Sights, model EXPS2, or equal									



State of West Virginia Request for Quotation

Р	Proc Folder: 86756							
D	Doc Description: Holographic Weapon Sights-one time purchase							
Р	Proc Type: Central Purchase Order							
Date Issued	Solicitation Closes	Solicitation No	Version					
2015-06-22	2015-07-14 13:30:00	CRFQ 0310 DNR1500000053	1					

BID RECEIVING LOCATION		
BID CLERK		
DEPARTMENT OF ADMINISTRATION		
PURCHASING DIVISION		
2019 WASHINGTON ST E		
CHARLESTON	WV	25305
US		

VENDOR Vendor Name, Address and Telephone Number:

Atlantic Tactical, Inc. 763 Corporate Circle New Cumberland, PA 17070

717-774-3339

FOR INFORMATION CONTACT THE BUYER Laura E Hooper (304) 558-0468 laura.e.hooper@wv.gov				
Signature X / All offers subject to all terms and conditions contained in th	FEIN # is solicitatio	<u>23-2082171</u>	DATE	July 10, 2015

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION	DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION
324 4TH AVE	324 FOURTH AVE
CHARLESTON WV25303-1228	SOUTH CHARLESTON WV 25303-1228
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	EOTECH Holographic Weapon Sights, model EXPS2, or equal	1.00000	LS	\$433.30	\$56,329.00
Comm Code	Manufacturer	Specification		Model #	
46101506	EOTECH		EXPS2-0		

Extended Description :

EOTECH Holographic Weapon Sights, model EXPS2, or equal

	Document Phase	Document Description	Page 3
DNR150000053	Final	Holographic Weapon Sights-one time	of 3
		purchase	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - **2.2.** "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - **2.3.** "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - **2.5.** "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - **2.6.** "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - **2.8.** "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on ______ and extends for a period of ______

year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _______ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _______ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within ______ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional ______ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed ______ months in total. Automatic renewal of this Contract is prohibited.

✓ One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

- 4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
- 5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

- ✓ One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
- 6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
- 7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
- 8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID	BOND	i: All	Vendors	shall	fur	nish a	bid	bon	d in	the	amou	nt of five	perc	ent
												Virginia.		
bond	must b	e sub	mitted wi	th the	bid.	-								

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of ______. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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Revised 05/20/2015

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- **9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- 10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- **15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- **19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE: On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

- **21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- **23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- **25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- **29. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.
- **30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- **32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

 \checkmark Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- **36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- **37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- **38.** ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- **39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- **40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
 - Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <u>purchasing.requisitions@wv.gov</u>.
- **41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- **42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- **43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATIONAND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Atlantic Tactical, Inc.

(Company) , Sean Conville / President

(Authorized Signature) (Representative Name, Title)

717-774-3339 717-774-4463 July 10, 2015 (Phone Number) (Fax Number) (Date)

Revised 05/20/2015

Division of Natural Resources – Law Enforcement Section Holographic Weapon Sights

Item No.	Description	Manufacturer and Model for "or equal" bids		Unit Price	Extended Price		
1	EOTECH Holographic Weapon Sight, Model EXPS2, or equal	EOTech EXPS2		\$433.30	\$56,329.00		
	TOTAL BID AMOUNT (Includes Shipping Costs)						

*If bidding "or equal" brands, vendor must include manufacturer's literature documenting it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the RFQ.

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STATE OF WEST VIRGINIA Purchasing Division PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: <u>Atlantic Tactical</u> ,	nc
Authorized Signature:Sean Conville	/ Date: July 10, 2015 / President
State of Pennsylvania	
County of <u>York</u>	to-wit:
Taken, subscribed, and sworn to before	me this <u>101</u> klay ofJuly, 20 <u>15</u> .
My Commission expires	22, 20_17.
AFFIX SEAL HERE	NOTARY PUBLIC
	COMMONWEALTH OF PENNSYLVAMIA NOTARIAL SEAL JARRETT L MCALICHER, NOTARY PUBLIC FAIRVIEW TOWNSHIP, YORK COUNTY MY COMMISSION EXPIRES APRIL 22, 2017



OPERATOR'S MANUAL FOR

EXPS2™

HWS® (HOLOGRAPHIC WEAPON SIGHT) See inside cover for distribution statement.

EOTech Technical Manual ver. F

JUNE 2015





<u>DISTRIBUTION STATEMENT</u>: Distribution is authorized to U.S. Government agencies and their contractors. This publication is required for administration and operational purposes. Additional copies of this document can be found on the manufacturer's website. Written requests must be referred to:

L-3® EOTech® Service Dept. Attn: TM Request 1201 E. Ellsworth Rd. Ann Arbor, MI 48108 (734)741-8868 x2176 general.eotech@L-3com.com

• This commodity is controlled under the Export Administration Regulations (EAR), ECCN 0A987, and may not be exported to a Foreign Person, either U.S. or abroad, without a license or exception from the U.S. Department of Commerce.

WARNING

WEAPON SAFETY: Prior to mounting the HWS® on your weapon, **be sure the weapon is cleared**. If you are not sure how to clear your weapon, please see the accompanying operator's manual for the weapon platform you are mounting the sight on.

LASER SAFETY: The HWS® is a Class II laser product. The Class II level illuminating beam, however, is completely blocked by the housing. The only laser light accessible to the eye is the image beam and is at a power level within the limit of a Class Ila laser product. The illuminating beam can become accessible to the eye if the housing is broken. Turn the sight off immediately and return the broken unit to the factory for repair.



FCC COMPLIANCE: The HWS® complies with Part 15 of the FCC Rules. Operation is subject to the following conditions: (1) this device may not cause harmful interference and (2) this device must accept any interference received, including interference that may cause undesired operation. Complies with 21 CFR Chapter 1, Subchapter J.

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CAUTION

• Never disassemble the sight's optical assembly. The optical cavity is purged, nitrogen filled, and sealed to achieve fog resistant performance. **Disassembly will void the warranty and render the sight inoperable.**

• When using a Night Vision compatible HWS® in tandem with an NV device, always check to make sure the sight is off before pressing the NV button to turn on the sight in the Night Vision mode. Otherwise, it will toggle to the Normal mode and saturate the image intensifier.

• When a sudden increase in resistance is felt in the elevation or windage adjustment shafts, the end of the adjustment range has been reached. DO NOT TURN THE ADJUSTMENTS ANY FARTHER OR SERIOUS DAMAGE MAY OCCUR TO THE SIGHT.

• Never clean the glass surface with a dry cloth or paper towel; always dampen the glass surfaces prior to cleaning.

• All moving parts of the sight are permanently lubricated with the exception of the quick release lever. If audible sounds are generated when opening/closing lever, add a drop of lubricant to lever assembly. Do not try to lubricate any other moving part.

- Do not use deteriorated or corroded batteries. Inspect batteries for rips, tears, dents, or cuts in the housing. If there is any exposed, internal content of the battery, it could affect the operation of the sight.
- The EXPS2 HWS® units are designed to mount directly to either a 1"(25.4mm) weaver or MIL-STD-1913 rail specification.

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1.0 INTRODUCTION

1.1 General Information

This manual is an overview of the EXPS2 HWS® (Holographic Weapon Sight), and will define the basic operation, features/benefits, and options of this proprietary optical system. The HWS® is a state of-the-art optical sighting system, employing holographic sighting technology for small to medium caliber weaponry and launching type platforms. The HWS® utilizes holographic optics fabrication technology that is used in the production of advanced heads up display in attack fighter aircraft for targeting, gauge reading, weapon system verification, etc. L-3® EOTech® has miniaturized the sophisticated sighting heads up display system into a compact and rugged package for use on small arms and other weapon platforms.

1.2 Key Attributes

The EXPS2 HWS® is a lightweight, non-magnifying, optical sight designed for close to midrange engagements. It allows very fast target acquisition and engagement at short ranges while providing aiming capability out to 300 meters equal to or better than iron sights.

The major combat advantage of the HWS® is extremely rapid reticle-on-target acquisition. As quickly as a target is identified, the holographic reticle can be superimposed on the target. The sight allows operators to maintain eye contact on the target and to place the holographic reticle onto the target without shifting focus. Operators can quickly acquire the target and reticle in the same focal plane for fast and accurate shot placement.

The HWS® appears to project the holographic image of a reticle on the target plane. The sight can be used as a bright open reticle image or a fine dot which is limited only by the acuity of the shooter's eye. The heads up display window allows an undistorted and unrestricted view of the target.

The EXPS2 is offered with one of the following (2) reticle options (see fig. 1):

- 0- 68 minute ring with vertical and horizontal stadia and a 1 MOA aiming dot.
- 2- 68 minute ring with vertical and horizontal stadia and (2) 1 MOA aiming dots

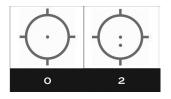


Fig. 1 EXPS2 reticle options

The HWS® offers extremely fast target acquisition in Close Quarter Battle (CQB) using the large ring, and aiming precision in longer range engagements (using the MOA Dot) without obscuring the target.

Another advantage of the HWS® is the full field of view which allows the operator better situational awareness. The HWS® employs a true heads up display (HUD) window that eliminates blind spots and constricted or tunnel vision associated with scope sights. Controls are inset into the HWS® housing with no protruding knobs, battery compartments, or rings obscuring the target. Utilizing natural binocular vision is an advantage of this sighting system, as well as additional threat identification through increased operator situational awareness and peripheral vision. The primary use of the HWS® is for the M4A1 carbine and CQBR in Close Quarters Battle. The HWS® is not however, limited to carbines. The HWS® can also be used on medium caliber machine guns, grenade launchers, bolt guns, crossbows, and less than lethal projectile launchers. The sight provides a 1X (no magnification) sight picture and is not designed as a long range sight system, however, it can be used as effectively as iron sights on targets to 300 meters.

The advantage of the HWS® is that it provides the operator superior shooting performance, rapid reticle-on-target acquisition, full field of view and accurate shot placement. The HWS® can be naturally employed by all levels of users, from novice to the most highly trained operator.

1.3 EXPS2 Equipment Description

Operation

- · Optics: Transmission holography
- Magnification: 1x
- · Eye Relief: Unlimited
- Length/Width/Height: 3.8"x2.3"x2.9" (96.5 x 58.4 x 73.7mm)
- Weight: 11.2 oz (317.5g)
- · Water resistant: Submersible to 33 ft (10m) depth
- · Sealing: Fog resistant internal optics
- Color/Finish: Non-reflective black
- Adjustment (per click): Approx. 0.5 MOA (1/2" (12.7mm) at 100 yds (91m)) when zeroing
- Adjustment Range: +/- 40 MOA travel
- Mount: 1" (25.4mm) weaver or MIL-STD 1913 rail

Display Window

- · Optical Surfaces: Anti-reflection coating on external surfaces
- Window Dimensions: 1.20" x 0.85" (30 x 23mm)
- Front Window Material: Glass 1/8" (3.17mm) thick
- Rear Window Material: Laminate 3/16" (4.76mm) thick
- Field of View 100 yds (91m): 30 yds (28m) at a 3" eye relief
- Reticle Options: 0- 68MOA circle with quadrant ticks with 1 MOA aiming dot
 - 2- 68MOA circle with quadrant ticks with (2) 1 MOA aiming dots

Electrical

- Power Source: 1 x 123 lithium battery
- Battery Life: Approximately 600 continuous hours at nominal setting 12 at room temp.
- Brightness Settings: 20 settings with scrolling feature
- Auto Battery Check Indicator: Flashing reticle upon start-up
- Auto Shut-down: At 8 hrs- programmable to 4 hrs

1.4 Location and Description of Major Components

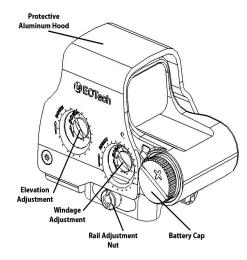


Fig 2: EXPS2 components

Holographic Window - Contains the embedded holographic reticle pattern that forms a virtual image of the reticle when illuminated by laser light.

Protective Hood - Preassembled, protective hood increases durability of sight housing and protects the sight from impact damage.

Battery Cap- A threaded cap that secures and seals the battery compartment to prevent water, dirt, or grime from entering the battery housing.

Universal Mount - Ambidextrous, quick release base mounts to either a 1" (25.4mm) Weaver or MIL-STD-1913 rail. Adjustable lever accommodates all MIL-STD 1913 rail tolerances.

Windage Adjustment - Adjusts the point of aim at 100 yards approx. ¹/₂ inch per click in a leftward and rightward direction when zeroing.

Elevation Adjustment - Adjusts the point of aim at 100 yards approx. ¹/₂ inch per click in an upward and downward direction when zeroing.

On/Off, and Brightness Switches - Raised button control interface allows the operator to perform and adjust user settings for appropriate and preferred conditions (see page 14).

2.0 OPERATING INSTRUCTIONS

This section describes the features and operating instructions of the EXPS2. Please read the instructions carefully before mounting and using the sight, and always practice proper firearm safety.

The HWS® will include:

- Sight assembly
- 1 x Type 123 Lithium battery
- Quick Reference Card
- Product Registration/Warranty Card

2.1 Description of Components, Controls, and Indicators

The HWS® uses a laser to illuminate a holographic reticle pattern embedded in the display window and forms a virtual image of a reticle pattern. The shooter looks through the display window and sees a bright red image of a reticle pattern projected onto the target plane. No light is projected onto the target plane. The HWS® has no magnification.

2.1.1 Hood

The HWS® is equipped with a protective hood. This hood is pre-assembled at the factory. Should your hood require repair or replacement, please contact your unit armorer for repair, replacement, or contact the manufacturer (L-3® EOTech®) for repair or replacement.

2.1.2 Battery

One initially supplied (1) 123 Lithium battery powers the EXPS2. The HWS® is designed to maintain constant brightness at a particular setting as the battery drains down. The reticle brightness will not fade gradually as the battery runs down, but rather, shut down abruptly. The first indication of the battery draining is the reticle blinking when the unit is turned on (see Electronic Features 2.1.4). Another indication of a low battery is the reticle pattern blinking off and on during recoil. With high recoil guns, this can occur before the battery check indicates low battery condition. *If the reticle pattern blinks off and on during recoil or turns off suddenly, replace the battery*. Please read and follow the battery replacement and battery check procedures described in this Manual. It is always good practice to replace the battery with a fresh one before a mission.

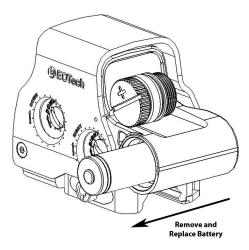


Fig 3: Proper battery Installation

2.1.3 Replacing the Battery

Remove the battery cap by turning the cap counterclockwise until the cap pulls away from the battery compartment (Fig. 3). After the battery cap is removed, slide the battery out and replace it with a fresh one. A "+" marking can be found on the top of the battery cap ensuring correct battery orientation. To reinstall the battery cap, align the cap with the battery compartment and carefully begin to thread the cap, turning it clockwise. **Before you begin tightening the cap, make sure the threads are aligned correctly to avoid cross threading.** Verify correct battery installation immediately by turning on the sight and checking if the holographic reticle appears.

The tether can be tucked in between the battery cap and the hood to minimize the risk of snagging.

2.1.4 Electronic Features

All electronic controls are via pushbutton switches located on the left side of the unit housing as shown in Fig. 4. To ensure proper operation of the pushbutton switches, press firmly on the center of the switch.

1. ON/ Auto Battery Check

Pressing the Up or Down Arrow pushbutton switches will turn the sight ON at Level 12. See item 4 under this section for a description of Auto shutdown. The sight will automatically perform a battery check every time it is turned on. The reticle will blink when the batteries have between 2.5 and 5 hours of useful life left.

2. OFF

To turn the sight off, simultaneously press both the UP and DOWN arrows. Verify that the sight is on/off by looking through the heads-up display window for the reticle.

3. Brightness Adjustment

Pushbutton switches vary the brightness intensity of the holographic reticle pattern. Pressing the UP arrow or DOWN arrow switch will change the brightness level up or down. There are twenty (20) daytime brightness settings provided to allow the user to adjust the reticle brightness to their preference.

4. Auto Shutdown

The HWS® has an auto shutdown feature. If the sight is turned on by pressing the UP button, it will automatically shut itself OFF 8 hours **after the last pushbutton control is used**. The sight will automatically shut OFF after 4 hours if it is turned on by pressing the DOWN button.

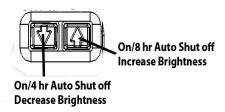


Fig 4: Pushbutton interface

2.1.5 Windage and Elevation Adjustments

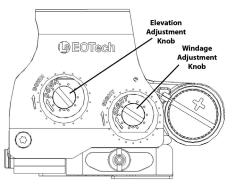


Fig 5: Adjustments

The HWS® features click mechanisms for elevation and windage adjustments. The elevation and windage adjustment are located on the right-hand side of the sight (Figure 5). The knob towards the front is the windage adjustment and the knob towards the rear is the elevation adjustment. Both of these adjustment mechanisms are grooved with a slotted screw head and

require the use of a screwdriver, coin, or spent brass to turn. The elevation and windage adjustments are shown in Fig. 5. For both elevation and windage, each click will change the sights point of aim approximately 1/2 Minute of Angle (MOA), ¼ inch (6.35mm) at 50 yards (45.7m), or ½ inch (12.7mm) at 100 yards (91m) when zeroing. Also, one full rotation of either knob will change the point of aim approximately 10 MOA, 5 inches (127mm) at 50 yards (45.7m), or 10 inches (254mm) at 100 yards (91m) when zeroing. To move the point of impact UP, turn the elevation adjustment LEFT. To move the point of impact RIGHT, turn the windage adjustment RIGHT.

The HWS® elevation and windage adjustments are factory collimated with the bore of the rifle parallel to the mounting rail. The sight should be close to mechanical zero when mounted on a properly installed rail. **Do not** turn the adjustments before mounting the sight on the firearm. Be sure to check that the mount and sight are securely mounted after initial firing

CAUTION – When encountering an increase in resistance in adjustments, the end of the adjustment range has been reached. DO NOT turn the adjustments any farther, serious damage may occur to the sight.

2.2 Preventive Maintenance Checks and Services (PMCS)

OPERATOR LEVEL MAINTENANCE

The operator is limited to replacing batteries and cleaning the battery compartment and outer housing surfaces of the sight.

REPLACING BATTERY

See the heading 'Replacing Battery' (2.1.3) under section <u>Description of Components, Controls,</u> and <u>Indicators</u>. Do not use deteriorated or corroded batteries. Inspect battery for rips, tears, or cuts in the housing. If there is any exposed, internal content of the battery, it could potentially effect the operation of the sight.

OPERATOR CLEANING INSTRUCTIONS

1. The optical system and the window are coated with anti-reflection material. When cleaning the glass surfaces, first blow away any dirt and dust. Fingerprints and lubricants can be wiped off with lens tissue or a soft cotton cloth, moistened with lens cleaning fluid or glass cleaner sold in any camera store. Never clean the glass surface with a dry cloth or paper towel; always dampen the glass surfaces prior to cleaning.

2. No maintenance is needed on the sight's surface, except to occasionally wipe off with a soft cloth. Use only a water-based cleaner such as glass cleaner, ammonia, or soap and water. Never use any solvent-type cleaner such as alcohol or acetone. **Do not use gun cleaner to clean or lubricate the HWS**®.

3. All moving parts of the sight are permanently lubricated with the exception of the quick release lever. If audible sounds are generated when opening/closing lever, add a drop of lubricant to lever assembly. Do not try to lubricate any other moving part.

4. <u>Never disassemble the sight's optical assembly</u>! The optical cavity is purged, nitrogen filled, and sealed to achieve fog resistant performance. **Disassembly will void the warranty and damage the sight.**

2.3 <u>Troubleshooting</u>

The following section outlines measures the operator can take in the event of the named failure.

Failure: The sight will not power up:

<u>Corrective Action 1</u>: Ensure that the sight is off, and not ON at a very low brightness setting, by pressing both the UP and Down buttons simultanously.

Corrective Action 2: Ensure the battery is inserted properly. The positive (+) end

should be positioned on the side of the battery cap.

<u>Corrective Action 3</u>: Replace the battery with a new, unused battery that contain a full charge.

<u>Corrective Action 4</u>: Inspect the battery contact points in both the battery cap and in the sight itself. Ensure that they are free of debris or corrosion.

<u>Corrective Action 5</u>: Reset the electronics by removing any source of power for approximately two minutes. This will allow a capacitor in the electronics housing to drain of power, resetting the electronics. Reinstall the battery and operate the sight as normal.

<u>Corrective Action 6</u>: Check the battery contacts for corrosion or wear. Clean the contacts.

Corrective Action 7: Turn in the sight for unit level maintenance.

Failure: The reticle is fuzzy/ has a 'halo' effect/ has more than one reticle:

The reticle is naturally pixilated and the outer circle will appear to be made up of many small dots. The center circle will still be distinguishable as one dot.

<u>Corrective Action 1</u>: Lower the brightness level of the reticle. This fault is generally caused by the reticle brightness being too high. The reticle is not designed to be so bright as to block the target.

<u>Corrective Action 2</u>: The reticle is projected onto your target plane. You must focus on it like you would any other object at that distance. Do NOT focus on the sight housing, rather, focus on your target. The outer ring is designed to be a reference to center, similar to a ghost ring.

<u>Corrective Action 3</u>: If you wear corrective lenses for nearsightedness, you will require them, not reading glasses, to see the reticle in focus, as it is projected onto the target plane. If you wear bifocals or have astigmatism, you may see a distorted reticle.

<u>Corrective Action 4</u>: Check with others who have used the sight, and compare what you see to ensure it is not your focal acuity prior to turning the sight in for repair.

<u>Corrective Action 5</u>: Turn the sight in for unit level maintenance.

Failure: The reticle is flashing/ flashing on and off/ unit turns off during recoil:

Corrective Action 1: This is the low battery indicator. Replace the battery.

<u>Corrective Action 2</u>: If the battery is low, a high recoil weapon platform can cause the reticle to flash on and off, even before the low battery indicator takes effect. Replace the battery.

<u>Corrective Action 3</u>: Replace the battery with an Energizer brand battery. These have proven to be the most effective to withstanding a consistent amount of recoil. Many brands of batteries deteriorate faster than others and can result in these failures.

<u>Corrective Action 4</u>: Turn the sight in for unit level maintenance.

Failure: There is a streak in the reticle/ the reticle is dim/ the reticle fades in parts of the window:

Corrective Action 1: Replace the battery.

<u>Corrective Action 2</u>: Check with others who have used the sight, and compare what you see to ensure it is not your focal acuity prior to turning the sight in for repair.

Corrective Action 3: Turn in for unit level maintenance.

2.4 Unit Level Maintenance and Repair

The Unit Armorer or individual responsible for unit level maintenance is only authorized to replace or repair the following items:

- Battery
- Battery Cap
- Quick release, adjustable base
- Protective Hood and Hood Screws
- Quick Reference Card

Please see Additional Authorized Items in Appendix A for the corresponding NSN numbers for the above listed components.

If the sight has been turned in for unit level maintenance that requires action in addition to the above mentioned authorized repair or replacement items, the sight will need to be returned to the manufacturer for the repair.

Contacting the manufacturer for repair:

1. Visit the manufacturer's website at <u>http://www.eotechinc.com</u>. Click on the Service and Support Tab in the menu bar and follow the instructions.

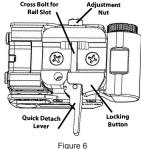
- Call or email L-3® EOTech®'s Customer Service Department at the following: (734) 741-8868 x2176 general.eotech@L-3com.com
- Be sure to leave a name, contact number, return shipping address, and failure description in the email or on a voice mail. This will allow the manufacturer to generate a Return Authorization Number (RA#) to include with the sight(s). DO NOT SHIP THE SIGHTS WITHOUT A RETURN AUTHORIZATION NUMBER (this will severely delay the turn around time on repair or replacement).
- 4. If you require, fill out a DD Form 1149 to include with the sight(s) you will return. Include a reference to the RA#, and a signature line for L-3® EOTech®'s Service Department to sign indicating the receipt of materials. The signed copy will be mailed, faxed, or emailed back to you upon receipt of the sight(s) for the purposes of accountability.
- 5. If the manufacturing date located on the bottom of the sight is more than Five years old, a fee will be assessed for repair to include the cost of both parts and labor. A purchase order will be required to process the repair. Please contact L-3® EOTech® for an estimate.

Please send the unit postage prepaid, to address listed in Appendix B. Please include your name, address, telephone number, and a written description of the problem you are encountering, and also include the RA #. Whenever possible, ship the sight in its original box.

2.5 Installation of Equipment

MOUNTING

The EXPS is equipped with mounting hardware (see Figure 6) to attach to a 1" (25.4mm) Weaver or MIL-STD-1913 Picatinny style rail. To achieve the best results and accuracy, the HWS® must be mounted properly. The rail needs to be as parallel as possible to the bore to permit the maximum elevation and windage adjustments. If it is required, it is strongly recommend that the rail be installed by a qualified gunsmith. To mount the sight, please follow these steps.



1. First, push the locking button inward, then turn the quick detach lever so it is away from its closed and nested position in the base of the sight. The locking button must be pushed down before pulling on the lever. This will expand the clamping interface to allow the sight to mount onto the rail.

2. The sight contains a small cross bolt that rests in the groove of the Picatinny rail. Move the sight to the position desired on the rail and allow the post to rest fully in the closest groove.

3. Push the sight as far forward as possible and close the quick detach lever so it is fully shut and nested in the base of the sight.

4. If at first the sight does not appear to be secure or the lever does not fully close, **open the quick detach lever**. Next, turn the adjustment nut opposite the quick detach lever clockwise for a tighter fit, and counterclockwise to accommodate wider rail tolerances until a proper fit is achieved. **CAUTION:** Never make adjustments while the quick detach lever is in the closed position.

2.6 Zeroing Procedures

Once the weapon's iron sights have been zeroed, please refer to the section on Windage and Elevation Adjustments (Section 2.1.6) to zero the HWS®. The following are some additional reference aids that can be used during the zeroing process.

BORE SIGHTING

Bore sighting is a good preliminary procedure in achieving proper alignment of your sight to the firearm. A chamber laser/ bore sighter is an aid in achieving collomation.

USING THE 2-DOT BALLISTIC RETICLE

The EXPS2 offers a unique 2-dot ballistic reticle option assisting in short to long range applications. The 2 dots can be distinguished with or without magnification. This simple design is calibrated to the specific trajectory of the M4 carbine but can work on many other weapon platforms. See figure 9.



Figure 9 Ballistic Chart

Figure 10 (2-dot reticle for a .223)

3.0 APPENDIX A: Components of End Item

3.1 REPLACEMENT ITEMS

To obtain replacement parts that are able to be field installed for your HWS or Magnifier Please visit our Web page support link at:

http://www.eotechinc.com/hws-service-and-support/parts-and-repair

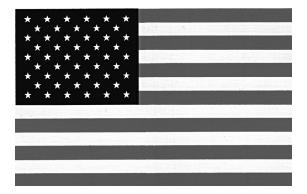
4.0 APPENDIX B: Factory Contacts

Shipping Address:

L-3® EOTech® Inc. 1201 E. Ellsworth Rd. Ann Arbor, MI 48108 USA

EMAIL	general.eotech@L-3com.com
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Visit us on the web	. www.eotechinc.com
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OUR PRODUCT IS PROUDLY MANUFACTURED IN THE UNITED STATES OF AMERICA



OPERATOR'S MANUAL FOR

EXPS2™

HWS® (HOLOGRAPHIC WEAPON SIGHT) See inside cover for distribution statement.

EOTech Technical Manual ver. F

JUNE 2015





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L-3® EOTech® Service Dept. Attn: TM Request 1201 E. Ellsworth Rd. Ann Arbor, MI 48108 (734)741-8868 x2176 general.eotech@L-3com.com

• This commodity is controlled under the Export Administration Regulations (EAR), ECCN 0A987, and may not be exported to a Foreign Person, either U.S. or abroad, without a license or exception from the U.S. Department of Commerce.

WARNING

WEAPON SAFETY: Prior to mounting the HWS® on your weapon, **be sure the weapon is cleared**. If you are not sure how to clear your weapon, please see the accompanying operator's manual for the weapon platform you are mounting the sight on.

LASER SAFETY: The HWS® is a Class II laser product. The Class II level illuminating beam, however, is completely blocked by the housing. The only laser light accessible to the eye is the image beam and is at a power level within the limit of a Class Ila laser product. The illuminating beam can become accessible to the eye if the housing is broken. Turn the sight off immediately and return the broken unit to the factory for repair.



FCC COMPLIANCE: The HWS® complies with Part 15 of the FCC Rules. Operation is subject to the following conditions: (1) this device may not cause harmful interference and (2) this device must accept any interference received, including interference that may cause undesired operation. Complies with 21 CFR Chapter 1, Subchapter J.

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CAUTION

• Never disassemble the sight's optical assembly. The optical cavity is purged, nitrogen filled, and sealed to achieve fog resistant performance. **Disassembly will void the warranty and render the sight inoperable.**

• When using a Night Vision compatible HWS® in tandem with an NV device, always check to make sure the sight is off before pressing the NV button to turn on the sight in the Night Vision mode. Otherwise, it will toggle to the Normal mode and saturate the image intensifier.

• When a sudden increase in resistance is felt in the elevation or windage adjustment shafts, the end of the adjustment range has been reached. DO NOT TURN THE ADJUSTMENTS ANY FARTHER OR SERIOUS DAMAGE MAY OCCUR TO THE SIGHT.

• Never clean the glass surface with a dry cloth or paper towel; always dampen the glass surfaces prior to cleaning.

• All moving parts of the sight are permanently lubricated with the exception of the quick release lever. If audible sounds are generated when opening/closing lever, add a drop of lubricant to lever assembly. Do not try to lubricate any other moving part.

- Do not use deteriorated or corroded batteries. Inspect batteries for rips, tears, dents, or cuts in the housing. If there is any exposed, internal content of the battery, it could affect the operation of the sight.
- The EXPS2 HWS® units are designed to mount directly to either a 1"(25.4mm) weaver or MIL-STD-1913 rail specification.

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1.0 INTRODUCTION

1.1 General Information

This manual is an overview of the EXPS2 HWS® (Holographic Weapon Sight), and will define the basic operation, features/benefits, and options of this proprietary optical system. The HWS® is a state of-the-art optical sighting system, employing holographic sighting technology for small to medium caliber weaponry and launching type platforms. The HWS® utilizes holographic optics fabrication technology that is used in the production of advanced heads up display in attack fighter aircraft for targeting, gauge reading, weapon system verification, etc. L-3® EOTech® has miniaturized the sophisticated sighting heads up display system into a compact and rugged package for use on small arms and other weapon platforms.

1.2 Key Attributes

The EXPS2 HWS® is a lightweight, non-magnifying, optical sight designed for close to midrange engagements. It allows very fast target acquisition and engagement at short ranges while providing aiming capability out to 300 meters equal to or better than iron sights.

The major combat advantage of the HWS® is extremely rapid reticle-on-target acquisition. As quickly as a target is identified, the holographic reticle can be superimposed on the target. The sight allows operators to maintain eye contact on the target and to place the holographic reticle onto the target without shifting focus. Operators can quickly acquire the target and reticle in the same focal plane for fast and accurate shot placement.

The HWS® appears to project the holographic image of a reticle on the target plane. The sight can be used as a bright open reticle image or a fine dot which is limited only by the acuity of the shooter's eye. The heads up display window allows an undistorted and unrestricted view of the target.

The EXPS2 is offered with one of the following (2) reticle options (see fig. 1):

- 0- 68 minute ring with vertical and horizontal stadia and a 1 MOA aiming dot.
- 2- 68 minute ring with vertical and horizontal stadia and (2) 1 MOA aiming dots

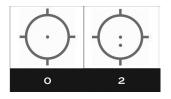


Fig. 1 EXPS2 reticle options

The HWS® offers extremely fast target acquisition in Close Quarter Battle (CQB) using the large ring, and aiming precision in longer range engagements (using the MOA Dot) without obscuring the target.

Another advantage of the HWS® is the full field of view which allows the operator better situational awareness. The HWS® employs a true heads up display (HUD) window that eliminates blind spots and constricted or tunnel vision associated with scope sights. Controls are inset into the HWS® housing with no protruding knobs, battery compartments, or rings obscuring the target. Utilizing natural binocular vision is an advantage of this sighting system, as well as additional threat identification through increased operator situational awareness and peripheral vision. The primary use of the HWS® is for the M4A1 carbine and CQBR in Close Quarters Battle. The HWS® is not however, limited to carbines. The HWS® can also be used on medium caliber machine guns, grenade launchers, bolt guns, crossbows, and less than lethal projectile launchers. The sight provides a 1X (no magnification) sight picture and is not designed as a long range sight system, however, it can be used as effectively as iron sights on targets to 300 meters.

The advantage of the HWS® is that it provides the operator superior shooting performance, rapid reticle-on-target acquisition, full field of view and accurate shot placement. The HWS® can be naturally employed by all levels of users, from novice to the most highly trained operator.

1.3 EXPS2 Equipment Description

Operation

- · Optics: Transmission holography
- Magnification: 1x
- · Eye Relief: Unlimited
- Length/Width/Height: 3.8"x2.3"x2.9" (96.5 x 58.4 x 73.7mm)
- Weight: 11.2 oz (317.5g)
- · Water resistant: Submersible to 33 ft (10m) depth
- · Sealing: Fog resistant internal optics
- Color/Finish: Non-reflective black
- Adjustment (per click): Approx. 0.5 MOA (1/2" (12.7mm) at 100 yds (91m)) when zeroing
- Adjustment Range: +/- 40 MOA travel
- Mount: 1" (25.4mm) weaver or MIL-STD 1913 rail

Display Window

- · Optical Surfaces: Anti-reflection coating on external surfaces
- Window Dimensions: 1.20" x 0.85" (30 x 23mm)
- Front Window Material: Glass 1/8" (3.17mm) thick
- Rear Window Material: Laminate 3/16" (4.76mm) thick
- Field of View 100 yds (91m): 30 yds (28m) at a 3" eye relief
- Reticle Options: 0- 68MOA circle with quadrant ticks with 1 MOA aiming dot
 - 2- 68MOA circle with quadrant ticks with (2) 1 MOA aiming dots

Electrical

- Power Source: 1 x 123 lithium battery
- Battery Life: Approximately 600 continuous hours at nominal setting 12 at room temp.
- Brightness Settings: 20 settings with scrolling feature
- Auto Battery Check Indicator: Flashing reticle upon start-up
- Auto Shut-down: At 8 hrs- programmable to 4 hrs

1.4 Location and Description of Major Components

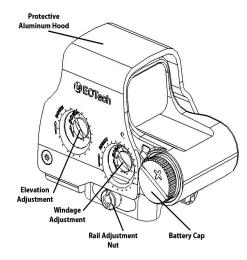


Fig 2: EXPS2 components

Holographic Window - Contains the embedded holographic reticle pattern that forms a virtual image of the reticle when illuminated by laser light.

Protective Hood - Preassembled, protective hood increases durability of sight housing and protects the sight from impact damage.

Battery Cap- A threaded cap that secures and seals the battery compartment to prevent water, dirt, or grime from entering the battery housing.

Universal Mount - Ambidextrous, quick release base mounts to either a 1" (25.4mm) Weaver or MIL-STD-1913 rail. Adjustable lever accommodates all MIL-STD 1913 rail tolerances.

Windage Adjustment - Adjusts the point of aim at 100 yards approx. ¹/₂ inch per click in a leftward and rightward direction when zeroing.

Elevation Adjustment - Adjusts the point of aim at 100 yards approx. ¹/₂ inch per click in an upward and downward direction when zeroing.

On/Off, and Brightness Switches - Raised button control interface allows the operator to perform and adjust user settings for appropriate and preferred conditions (see page 14).

2.0 OPERATING INSTRUCTIONS

This section describes the features and operating instructions of the EXPS2. Please read the instructions carefully before mounting and using the sight, and always practice proper firearm safety.

The HWS® will include:

- Sight assembly
- 1 x Type 123 Lithium battery
- Quick Reference Card
- Product Registration/Warranty Card

2.1 Description of Components, Controls, and Indicators

The HWS® uses a laser to illuminate a holographic reticle pattern embedded in the display window and forms a virtual image of a reticle pattern. The shooter looks through the display window and sees a bright red image of a reticle pattern projected onto the target plane. No light is projected onto the target plane. The HWS® has no magnification.

2.1.1 Hood

The HWS® is equipped with a protective hood. This hood is pre-assembled at the factory. Should your hood require repair or replacement, please contact your unit armorer for repair, replacement, or contact the manufacturer (L-3® EOTech®) for repair or replacement.

2.1.2 Battery

One initially supplied (1) 123 Lithium battery powers the EXPS2. The HWS® is designed to maintain constant brightness at a particular setting as the battery drains down. The reticle brightness will not fade gradually as the battery runs down, but rather, shut down abruptly. The first indication of the battery draining is the reticle blinking when the unit is turned on (see Electronic Features 2.1.4). Another indication of a low battery is the reticle pattern blinking off and on during recoil. With high recoil guns, this can occur before the battery check indicates low battery condition. *If the reticle pattern blinks off and on during recoil or turns off suddenly, replace the battery*. Please read and follow the battery replacement and battery check procedures described in this Manual. It is always good practice to replace the battery with a fresh one before a mission.

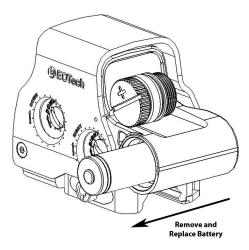


Fig 3: Proper battery Installation

2.1.3 Replacing the Battery

Remove the battery cap by turning the cap counterclockwise until the cap pulls away from the battery compartment (Fig. 3). After the battery cap is removed, slide the battery out and replace it with a fresh one. A "+" marking can be found on the top of the battery cap ensuring correct battery orientation. To reinstall the battery cap, align the cap with the battery compartment and carefully begin to thread the cap, turning it clockwise. **Before you begin tightening the cap, make sure the threads are aligned correctly to avoid cross threading.** Verify correct battery installation immediately by turning on the sight and checking if the holographic reticle appears.

The tether can be tucked in between the battery cap and the hood to minimize the risk of snagging.

2.1.4 Electronic Features

All electronic controls are via pushbutton switches located on the left side of the unit housing as shown in Fig. 4. To ensure proper operation of the pushbutton switches, press firmly on the center of the switch.

1. ON/ Auto Battery Check

Pressing the Up or Down Arrow pushbutton switches will turn the sight ON at Level 12. See item 4 under this section for a description of Auto shutdown. The sight will automatically perform a battery check every time it is turned on. The reticle will blink when the batteries have between 2.5 and 5 hours of useful life left.

2. OFF

To turn the sight off, simultaneously press both the UP and DOWN arrows. Verify that the sight is on/off by looking through the heads-up display window for the reticle.

3. Brightness Adjustment

Pushbutton switches vary the brightness intensity of the holographic reticle pattern. Pressing the UP arrow or DOWN arrow switch will change the brightness level up or down. There are twenty (20) daytime brightness settings provided to allow the user to adjust the reticle brightness to their preference.

4. Auto Shutdown

The HWS® has an auto shutdown feature. If the sight is turned on by pressing the UP button, it will automatically shut itself OFF 8 hours **after the last pushbutton control is used**. The sight will automatically shut OFF after 4 hours if it is turned on by pressing the DOWN button.

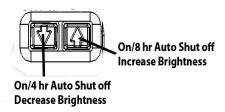


Fig 4: Pushbutton interface

2.1.5 Windage and Elevation Adjustments

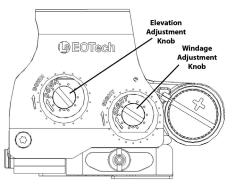


Fig 5: Adjustments

The HWS® features click mechanisms for elevation and windage adjustments. The elevation and windage adjustment are located on the right-hand side of the sight (Figure 5). The knob towards the front is the windage adjustment and the knob towards the rear is the elevation adjustment. Both of these adjustment mechanisms are grooved with a slotted screw head and

require the use of a screwdriver, coin, or spent brass to turn. The elevation and windage adjustments are shown in Fig. 5. For both elevation and windage, each click will change the sights point of aim approximately 1/2 Minute of Angle (MOA), ¼ inch (6.35mm) at 50 yards (45.7m), or ½ inch (12.7mm) at 100 yards (91m) when zeroing. Also, one full rotation of either knob will change the point of aim approximately 10 MOA, 5 inches (127mm) at 50 yards (45.7m), or 10 inches (254mm) at 100 yards (91m) when zeroing. To move the point of impact UP, turn the elevation adjustment LEFT. To move the point of impact RIGHT, turn the windage adjustment RIGHT.

The HWS® elevation and windage adjustments are factory collimated with the bore of the rifle parallel to the mounting rail. The sight should be close to mechanical zero when mounted on a properly installed rail. **Do not** turn the adjustments before mounting the sight on the firearm. Be sure to check that the mount and sight are securely mounted after initial firing

CAUTION – When encountering an increase in resistance in adjustments, the end of the adjustment range has been reached. DO NOT turn the adjustments any farther, serious damage may occur to the sight.

2.2 Preventive Maintenance Checks and Services (PMCS)

OPERATOR LEVEL MAINTENANCE

The operator is limited to replacing batteries and cleaning the battery compartment and outer housing surfaces of the sight.

REPLACING BATTERY

See the heading 'Replacing Battery' (2.1.3) under section <u>Description of Components, Controls,</u> and <u>Indicators</u>. Do not use deteriorated or corroded batteries. Inspect battery for rips, tears, or cuts in the housing. If there is any exposed, internal content of the battery, it could potentially effect the operation of the sight.

OPERATOR CLEANING INSTRUCTIONS

1. The optical system and the window are coated with anti-reflection material. When cleaning the glass surfaces, first blow away any dirt and dust. Fingerprints and lubricants can be wiped off with lens tissue or a soft cotton cloth, moistened with lens cleaning fluid or glass cleaner sold in any camera store. Never clean the glass surface with a dry cloth or paper towel; always dampen the glass surfaces prior to cleaning.

2. No maintenance is needed on the sight's surface, except to occasionally wipe off with a soft cloth. Use only a water-based cleaner such as glass cleaner, ammonia, or soap and water. Never use any solvent-type cleaner such as alcohol or acetone. **Do not use gun cleaner to clean or lubricate the HWS**®.

3. All moving parts of the sight are permanently lubricated with the exception of the quick release lever. If audible sounds are generated when opening/closing lever, add a drop of lubricant to lever assembly. Do not try to lubricate any other moving part.

4. <u>Never disassemble the sight's optical assembly</u>! The optical cavity is purged, nitrogen filled, and sealed to achieve fog resistant performance. **Disassembly will void the warranty and damage the sight.**

2.3 <u>Troubleshooting</u>

The following section outlines measures the operator can take in the event of the named failure.

Failure: The sight will not power up:

<u>Corrective Action 1</u>: Ensure that the sight is off, and not ON at a very low brightness setting, by pressing both the UP and Down buttons simultanously.

Corrective Action 2: Ensure the battery is inserted properly. The positive (+) end

should be positioned on the side of the battery cap.

<u>Corrective Action 3</u>: Replace the battery with a new, unused battery that contain a full charge.

<u>Corrective Action 4</u>: Inspect the battery contact points in both the battery cap and in the sight itself. Ensure that they are free of debris or corrosion.

<u>Corrective Action 5</u>: Reset the electronics by removing any source of power for approximately two minutes. This will allow a capacitor in the electronics housing to drain of power, resetting the electronics. Reinstall the battery and operate the sight as normal.

<u>Corrective Action 6</u>: Check the battery contacts for corrosion or wear. Clean the contacts.

Corrective Action 7: Turn in the sight for unit level maintenance.

Failure: The reticle is fuzzy/ has a 'halo' effect/ has more than one reticle:

The reticle is naturally pixilated and the outer circle will appear to be made up of many small dots. The center circle will still be distinguishable as one dot.

<u>Corrective Action 1</u>: Lower the brightness level of the reticle. This fault is generally caused by the reticle brightness being too high. The reticle is not designed to be so bright as to block the target.

<u>Corrective Action 2</u>: The reticle is projected onto your target plane. You must focus on it like you would any other object at that distance. Do NOT focus on the sight housing, rather, focus on your target. The outer ring is designed to be a reference to center, similar to a ghost ring.

<u>Corrective Action 3</u>: If you wear corrective lenses for nearsightedness, you will require them, not reading glasses, to see the reticle in focus, as it is projected onto the target plane. If you wear bifocals or have astigmatism, you may see a distorted reticle.

<u>Corrective Action 4</u>: Check with others who have used the sight, and compare what you see to ensure it is not your focal acuity prior to turning the sight in for repair.

<u>Corrective Action 5</u>: Turn the sight in for unit level maintenance.

Failure: The reticle is flashing/ flashing on and off/ unit turns off during recoil:

Corrective Action 1: This is the low battery indicator. Replace the battery.

<u>Corrective Action 2</u>: If the battery is low, a high recoil weapon platform can cause the reticle to flash on and off, even before the low battery indicator takes effect. Replace the battery.

<u>Corrective Action 3</u>: Replace the battery with an Energizer brand battery. These have proven to be the most effective to withstanding a consistent amount of recoil. Many brands of batteries deteriorate faster than others and can result in these failures.

<u>Corrective Action 4</u>: Turn the sight in for unit level maintenance.

Failure: There is a streak in the reticle/ the reticle is dim/ the reticle fades in parts of the window:

Corrective Action 1: Replace the battery.

<u>Corrective Action 2</u>: Check with others who have used the sight, and compare what you see to ensure it is not your focal acuity prior to turning the sight in for repair.

Corrective Action 3: Turn in for unit level maintenance.

2.4 Unit Level Maintenance and Repair

The Unit Armorer or individual responsible for unit level maintenance is only authorized to replace or repair the following items:

- Battery
- Battery Cap
- Quick release, adjustable base
- Protective Hood and Hood Screws
- Quick Reference Card

Please see Additional Authorized Items in Appendix A for the corresponding NSN numbers for the above listed components.

If the sight has been turned in for unit level maintenance that requires action in addition to the above mentioned authorized repair or replacement items, the sight will need to be returned to the manufacturer for the repair.

Contacting the manufacturer for repair:

1. Visit the manufacturer's website at <u>http://www.eotechinc.com</u>. Click on the Service and Support Tab in the menu bar and follow the instructions.

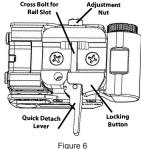
- Call or email L-3® EOTech®'s Customer Service Department at the following: (734) 741-8868 x2176 general.eotech@L-3com.com
- Be sure to leave a name, contact number, return shipping address, and failure description in the email or on a voice mail. This will allow the manufacturer to generate a Return Authorization Number (RA#) to include with the sight(s). DO NOT SHIP THE SIGHTS WITHOUT A RETURN AUTHORIZATION NUMBER (this will severely delay the turn around time on repair or replacement).
- 4. If you require, fill out a DD Form 1149 to include with the sight(s) you will return. Include a reference to the RA#, and a signature line for L-3® EOTech®'s Service Department to sign indicating the receipt of materials. The signed copy will be mailed, faxed, or emailed back to you upon receipt of the sight(s) for the purposes of accountability.
- 5. If the manufacturing date located on the bottom of the sight is more than Five years old, a fee will be assessed for repair to include the cost of both parts and labor. A purchase order will be required to process the repair. Please contact L-3® EOTech® for an estimate.

Please send the unit postage prepaid, to address listed in Appendix B. Please include your name, address, telephone number, and a written description of the problem you are encountering, and also include the RA #. Whenever possible, ship the sight in its original box.

2.5 Installation of Equipment

MOUNTING

The EXPS is equipped with mounting hardware (see Figure 6) to attach to a 1" (25.4mm) Weaver or MIL-STD-1913 Picatinny style rail. To achieve the best results and accuracy, the HWS® must be mounted properly. The rail needs to be as parallel as possible to the bore to permit the maximum elevation and windage adjustments. If it is required, it is strongly recommend that the rail be installed by a qualified gunsmith. To mount the sight, please follow these steps.



1. First, push the locking button inward, then turn the quick detach lever so it is away from its closed and nested position in the base of the sight. The locking button must be pushed down before pulling on the lever. This will expand the clamping interface to allow the sight to mount onto the rail.

2. The sight contains a small cross bolt that rests in the groove of the Picatinny rail. Move the sight to the position desired on the rail and allow the post to rest fully in the closest groove.

3. Push the sight as far forward as possible and close the quick detach lever so it is fully shut and nested in the base of the sight.

4. If at first the sight does not appear to be secure or the lever does not fully close, **open the quick detach lever**. Next, turn the adjustment nut opposite the quick detach lever clockwise for a tighter fit, and counterclockwise to accommodate wider rail tolerances until a proper fit is achieved. **CAUTION:** Never make adjustments while the quick detach lever is in the closed position.

2.6 Zeroing Procedures

Once the weapon's iron sights have been zeroed, please refer to the section on Windage and Elevation Adjustments (Section 2.1.6) to zero the HWS®. The following are some additional reference aids that can be used during the zeroing process.

BORE SIGHTING

Bore sighting is a good preliminary procedure in achieving proper alignment of your sight to the firearm. A chamber laser/ bore sighter is an aid in achieving collomation.

USING THE 2-DOT BALLISTIC RETICLE

The EXPS2 offers a unique 2-dot ballistic reticle option assisting in short to long range applications. The 2 dots can be distinguished with or without magnification. This simple design is calibrated to the specific trajectory of the M4 carbine but can work on many other weapon platforms. See figure 9.



Figure 9 Ballistic Chart

Figure 10 (2-dot reticle for a .223)

3.0 APPENDIX A: Components of End Item

3.1 REPLACEMENT ITEMS

To obtain replacement parts that are able to be field installed for your HWS or Magnifier Please visit our Web page support link at:

http://www.eotechinc.com/hws-service-and-support/parts-and-repair

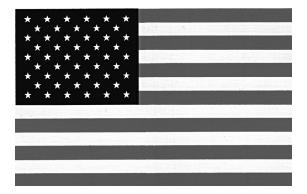
4.0 APPENDIX B: Factory Contacts

Shipping Address:

L-3® EOTech® Inc. 1201 E. Ellsworth Rd. Ann Arbor, MI 48108 USA

EMAIL	general.eotech@L-3com.com
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Visit us on the web	. www.eotechinc.com
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OUR PRODUCT IS PROUDLY MANUFACTURED IN THE UNITED STATES OF AMERICA



Holographic Weapon Sights Warranty Information

EOTech products are made with quality workmanship and we stand behind them. EOTech warrants every product to be free from defects in materials and workmanship for a period of 2 years from the original date of purchase.

EOTech will promptly repair or replace, at its option, any product that is defective in material or workmanship, without charge.

All EOTech products are made in the United States of America with pride and with your satisfaction in mind.

This warranty gives the owner certain legal rights, and possibly other rights, which vary from state to state.

Not Covered Under Warranty

This warranty does not cover defects caused by improper handling, installation, or maintenance, abnormal use, or unapproved alterations. EOTech shall not, in any event, be liable for any damages, including any lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use such products.

How to Return Products for Repair

See instructions on the holographic weapon sights parts and repair page of the website.