STATEMENT OF OBJECTIVES
FOR
M24 SNIPER WEAPON SYSTEM RECONFIGURATION
W15QKN-10-R-0403

1.0 Purpose. This Statement of Objectives (SOO) is provided in the RFP in lieu of a Government prepared Statement of Work (SOW). The SOO acquisition approach provides offerors flexibility to develop cost effective solutions and the opportunity to propose innovative alternatives for meeting the stated objectives. It also presents the Government with an opportunity to assess the offeror's understanding of all aspects of the effort to be performed that are normally contained in a Government prepared SOW. Offerors use the RFP, product performance requirements, and SOO as a basis for preparing their proposals including a SOW and Contract Data Requirements List (CDRL).

2.0 Scope. This SOO provides the basic, top level program and contract objectives for this acquisition effort to reconfigure the M24 Sniper Weapon System (SWS). Program objectives (paragraph 4.0 of this SOO) dictate the contract objectives for this solicitation and are identified to provide additional background information for offerors. Offerors are only responsible for addressing contract objectives (paragraph 5.0 of this SOO).

3.0 Background. Since its initial fielding in the late 1980's, the M24 SWS has provided Army snipers with a very reliable and effective anti-personnel sniping capability. However, advances in warfighting technology over the past two decades have promoted the need for increased sniping capabilities to counter constantly changing threats particularly in urban environments and at extended ranges. As a result, the M24 upgrade initiative evolved directly from Operational Needs Statements submitted by deployed units and sniper feedback. M24 SWS upgrade capabilities and features have been identified from sniper inputs during weapon Integrated Product Team meetings, conferences, observations and interviews with conventional Army, Special Operations, NATO/allies snipers and Sniper School instructors. Evolutionary weapon improvements were initially envisioned as pre-planned product improvements (P3I) within the original Department of the Army approved/validated M24 Letter Requirement (Catalog of Approved Requirement Documents (CARDS) number 1307R). The M24 SWS Upgrade will enhance the sniper's capability to perform missions with greater lethality and survivability.

4.0 Program objectives. The overall objective of the M24 SWS upgrade program is to type classify, material release, field, and sustain an enhanced M24 SWSs that meets user operational requirements. The program must comply with DoD and Army peculiar acquisition requirements as established in Department of Defense Directive 5000.1 and Army Regulation 70-1 respectively.

4.1 Product objectives. The enhanced M24 SWS must meet Army safety, health, and environmental requirements and be proven operationally suitable and survivable through independent Government testing. The Government will perform a series of tests utilizing production representative samples to ensure compliance to product performance specifications and to collect sufficient data to support acquisition milestones.

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The program must utilize a configuration management process for establishing and maintaining consistency of the product's performance, functional and physical attributes with its requirements and design and operational information throughout its life cycle.

4.2 Logistics objectives. The program must address integrated logistics support (ILS) requirements in accordance AR 700-127 in order to support the item throughout its lifecycle. ILS must address manpower and personnel requirements, maintenance planning, support equipment, supply support, packaging, handling, storage and transportation.

Provisions must be made to accomplish New Equipment Training (NET) prior to or concurrent with fielding. Verified and validated technical manuals that are in compliance with military standards must be developed and available prior to fielding. Product technical and support information must be made available to sniper schoolhouses to support doctrine development.

Sufficient assets must be available to meet the fielding schedule as established in any approved Basis of Issue Plan (BOIP).

5.0 Contract objectives. The contractor shall support the program objectives identified above by providing a materiel solution at a rate that supports anticipated fielding requirements and by providing administrative, logistic, programmatic, and miscellaneous product support that meets the following objectives;

- The contractor shall receive M24 SWSs as Government furnished materiel (GFM) and make modifications necessary to meet the performance criteria specified by PURCHASE DESCRIPTION, RIFLE , .300 WINCHESTER MAGNUM, SNIPER W/ DAY OPTICAL SIGHT AND CARRYING CASES, M24 RECONFIGURED.

- The contractor shall provide first article testing (at the discretion of the Government) and monthly lot acceptance testing in accordance with the methods specified by PURCHASE DESCRIPTION, RIFLE , .300 WINCHESTER MAGNUM, SNIPER W/ DAY OPTICAL SIGHT AND CARRYING CASES, M24 RECONFIGURED or Government approved alternative verification methods (see ARDEC 32 "ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (Including SPC included in Solicitation Section E)".

- The enhanced hardware configuration shall promote organic repair at both the operator and intermediate maintenance levels in order to minimize weapon downtime during repair and maintenance. Areas of interest are specifically related to, but not limited to, organic replacement of worn barrels, bolt assembly components, flash hiders, and sound suppressors.

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- The contractor shall provide commercial high pressure test ammunition to support barrel proof testing. Cartridges shall produce proof pressures derived from service load standard deviations as specified in ANSI/SAAMI 2299.4.

- The contractor shall be capable of continuously reconfiguring a minimum of 60 M24 SWSs within a 30 calendar day turnaround cycle.

- The contractor shall manage GFM by providing timely reporting of receipts, inventory and quality deficiency reporting, and shipping discrepancies (See Data Items A001, A002, & A006 included in Solicitation Section J Attachment 1).

- The contractor shall provide timely requests for GFM as needed to prevent production delivery delays (See Data Item A003 included in Solicitation Section J Attachment 1).

- The contractor shall ensure that unutilized GFM components be demilitarized in accordance with DoD Directive 4160.21-M-1.

- The contactor shall provide sufficient safety data with respect to their materiel solution to support Government safety and health assessments and certifications (See Data Items A004 & A005 included in Solicitation Section J-Attachment 1).

- The contractor shall report small arms receipt and shipment in accordance with AR 710-3 Section II (See Data Item A007 included in Solicitation Section J-Attachment 1)

- The contractor shall provide secure storage for the weapon and ammunition items described herein in accordance with DoD Directive 51000.76-M, DEPARTMENT OF DEFENSE PHYSICAL SECURITY OF SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES. As such, the AA&E category for the rifle is a CAT IV device and the suppressor is a CAT II device. When the rifle and suppressor are coupled or are stored together in the Component Carrying Case, they shall be treated as a CAT II item. Government furnished ammunition will be provided for contractor verification testing and must also be secured.

- The contractor shall coordinate Transportation Protective Services (TPS) for shipments as prescribed under AR 55-355, Defense Traffic Management Regulation. Small parcel releases of CAT II items may use traceable USPS methods such as U.S. Registered Mail with a return receipt required. Approved Constant Surveillance Service (CSS) carrier or a motor express CSS carrier may be used as an alternative to registered mail.

- The Government shall be provided the option to purchase Government purpose license rights (reference DFARS 252.227-7013) to production ready product

drawings/models and associated lists of all components and assemblies required to reconfigure the Government furnished M24 SWSs. Government purpose rights to production ready product drawings will provide the Government with an option to develop organic maintenance capabilities or enable competition for sustainment contracts. The technical data and a signed license agreement granting the Government purpose rights shall be provided within 90 days after exercise of the applicable contract line item (See Data Item A010 included in Solicitation Section J-Attachment 1).

- The contractor shall provide the Government with commercial drawings/models and associated lists in order to support Government part provisioning, training, and maintenance within 90 days after exercise of the applicable contract line item. Commercial item license rights as prescribed in DFARS 252.227-7015 shall apply (See Data Item A009 included in Solicitation Section J-Attachment 1).

- The contractor shall provide digital (Microsoft Word (version 2003 or later) and/or pdf format) commercial manuals with government purpose license rights (reference DFARS 252.227-7013) that consist of data required for operation and organic maintenance (i.e. operator and intermediate maintenance) of the reconfigured M24 within 60 days after exercise of the applicable contract line item. Commercial manuals shall meet the requirements of MIL-PRF-32216 (See Data Item A008 included in Solicitation Section J-Attachment 1).

- The contractor shall be responsible for configuration management of all components and assemblies required to reconfigure the Government furnished M24 to meet the performance requirements of this contract. The Government shall have sufficient time and information to accept/reject contractor proposed engineering changes, revisions, or deviations prior to contractor implementation. The physical configuration shall be representative of sample hardware submissions and shall be frozen at contract award (See Data Items A011, A012, A013 included in Solicitation Section J-Attachment 1).

- The contractor shall provide instructor and key personnel training (I&KPT) to Government personnel in order to facilitate development of an appropriate Program of Instruction (POI) and New Equipment Training (NET) material. The I&KPT shall consist of two courses, one for operators and one for maintainers (if deemed necessary). These courses shall be targeted to the personnel who will operate and/or maintain the system up to the intermediate level of maintenance prior to depot overhaul.

  The training shall be of sufficient depth and include "hands-on" time with the system to ensure that Government personnel are qualified to teach others to safely perform the above tasks in the intended operational environment. MIL-HDBK-

29612-2A may be used for guidance. The following training will be required within 60 days after contract award:

- Location: Vendor's Facility
- Preferred method: lecture, demonstration, and application
- Class size of up to 20 Government & Contractor Personnel
- Length of any daily training not to exceed 8 hours
- Training shall be based on the contractor's Operator and Maintenance Manual

The contractor shall provide the Government a copy of the training materials used.

➢ The operator course shall provide students with the knowledge and understanding of the system's capabilities, limitations, interfaces, operations and shall include as a minimum Preventive Maintenance Checks and Services (PMCS), capabilities and function of the system, and operations/operator maintenance. The course shall allow the student to become proficient with the required operator tasks. The course shall be of sufficient depth to ensure that students are qualified to properly operate the system. At a minimum, the hands-on instruction shall include and, upon completion, enable the student to:

- Operate the system, subsystem, and equipment controls.
- Demonstrate knowledge of general equipment functions and operations.
- Perform system checks and verification procedures.

➢ The maintenance course shall be developed around the Government approved maintenance concept. This course shall be of sufficient depth to ensure that students are qualified to maintain the system to the appropriate level using the technical manuals, general-purpose test equipment, and all available diagnostics. This course shall provide students with the knowledge and understanding of the system capabilities, limitations, interfacing, operations, maintenance tasks, and required skill sets. At a minimum, the instruction shall include:

- Capabilities, functions and operation of the system.
- Perform all required alignments and adjustments.
- Preventive and corrective maintenance procedures.
- Verify proper system/subsystem functions.
- External diagnostics and other tests.
- Measured performance data.
- Perform routine preventive maintenance functions.

PURCHASE DESCRIPTION

RIFLE, .300 WINCHESTER MAGNUM, SNIPER W/ DAY OPTICAL SIGHT AND CARRYING CASES, M24 RECONFIGURED

1.0 SCOPE

1.1 Scope. This specification covers the performance, characteristics, firing, packaging and quality assurance requirements for the Rifle, .300 Winchester Magnum, Sniper with day optical sight and carrying cases, M24 Reconfigured.

1.2 System components. The reconfigured M24 system, hereafter referred to as M24, is comprised of a rifle, a detachable bipod, a detachable day optical sight and mounting interface with a carrying case, sound suppressor and thermal sleeve, detachable iron sights, sling, deployment kit, cleaning kit, five (5) detachable box magazines and a system carrying case for all of the components.

1.3 Requirement levels. This specification identifies two values for certain requirements. The threshold value (T) is the minimum acceptable value and the objective value (O) is the desired value for which the performance of the reconfigured M24 results in an operationally significant increase in capabilities. All requirements not noted are threshold requirements.

1.4 Tailorability. Because of the variety of non-developmental hardware configurations currently available, this purchase description, where applicable, contains guide requirements and verification methods that ***may be tailored*** to conform to the physical configuration and/or manufacturing methodology presented by an offeror. It is the offeror's responsibility to complete the guide requirements and verification methods addendum in this purchase description (see Addendum 1) and submit the addendum with their proposal. Guide requirements and verification methods are designated in this purchase description by "(GUIDE)" after the applicable requirement or verification method title.

2.0 APPLICABLE DOCUMENTS

2.1 Government documents.

2.1.1 Specifications, standards and handbooks. The following specifications, standards, and handbooks form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those cited in the solicitation or contract.

Comments, suggestions or questions on this document should be addressed to: U.S. Army ARDEC, ATTN: RDAR-QEW-C, Picatinny Arsenal, NJ 07806-5000, or emailed to vincent.barbato@us.army.mil.

SPECIFICATIONS

MILITARY

MIL-DTL-117	Bag, Sleeve and Tubing - Interior Packaging
MIL-PRF-372	Cleaning Compound, Solvent
MIL-C-675	Coating of Glass Optical Elements (Antireflection)
MIL-A-8625	Anodic Coatings, for Aluminum and Aluminum Alloys
MIL-PRF-13830	Optical Components for Fire Control Instruments, General Specification Governing the Manufacture, Assembly and Inspection of
MIL-W-13855	Weapons: Small Arms and Aircraft Armament Subcomponents, General Specification for
MIL-PRF-14107	Lubricating Oil, Weapons, Low Temperature
MIL-L-46000	Lubricant, Semi-Fluid (Automatic Weapons)
MIL-C-46477	Cartridge, 7.62mm, NATO, Test, High Pressure, M60
MIL-C-46934	Cartridge, 7.62mm, NATO, Special Ball, M118
MIL-PRF-63460	Lubricant, Cleaner and Preservative for Weapons and Weapons Components
MIL-W-63150	Weapons and Support Materiel Standard Quality Assurance Provisions for

STANDARDS

FEDERAL

FED-STD-595	Colors Used in Government Procurement

MILITARY

MIL-STD-109	Quality Assurance Terms and Definitions
MIL-STD-129	Marking for Shipment and Storage
MIL-STD-130M	Identification Marking of US Military Property
MIL-STD-171	Finishing of Metal and Wood Surface
MIL-STD-810	Environmental Test Methods
MIL-STD-1472	Human Engineering Design Criteria for Military Components, Equipment and Facilities
MIL-STD-1474	Noise Limits for Army Materiel

HANDBOOKS

MIL-HDBK-759	Human Factors Engineering

(Unless otherwise indicated, Copies of these documents are available online at http://assist.daps.dla.mil/quicksearch/ or http://assist.daps.dla.mil from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094.)

2.1.2 Other Government documents, drawings, and publications. The following other Government documents, drawings, and publications form a part of this document to the extent specified herein. Unless otherwise specified, the issues are those cited in the solicitation.

DRAWINGS (See 6.6)

U.S. ARMY ARMAMENT, RESEARCH, DEVELOPMENT AND ENGINEERING CENTER (ARDEC)

PRODUCT AND PACKING DRAWINGS

7141245	Sling, Leather, M1907
5564174	Brush, Cleaning, Cal .30

NATICK LAB DRAWING

D2-2-282	Cleaning Pouch

PUBLICATIONS

DEPARTMENT OF DEFENSE

TOP 3-2-609	Chemical Compatibility of Non-Metallic Materials

DEPARTMENT OF NAVY SPECIFICATIONS[1]

DS/4083/C03/1312	Detail Specification for Cartridge, Caliber .300 Winchester Magnum, Match Grade, MK 248 MOD 0, DODIC A191, NSN 1305-01-018-1547
DS/JXNN/C08/1604	Detail Specification for Cartridge, Caliber .300 Winchester Magnum, Match Grade, MK 248 MOD 1, DODIC AB43, NSN 1305-01-568-7504

(Unless otherwise indicated, Copies of these documents are available online at http://assist.daps.dla.mil/quicksearch/ or http://assist.daps.dla.mil from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094.)

2.2 Non-government publications. The following documents form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those cited in the solicitation or contract.

INTERNATIONAL ORGANIZATION FOR STANDARDIZATION

[1] Contact procuring agency for a copy of Mk248 specifications

ISO 9000	Quality Management Components – Fundamentals and Vocabulary

SOCIETY OF AUTOMOTIVE ENGINEERS (SAE)

AMS 2469	Hard Anodic Coating Treatment of Aluminum and Aluminum Alloys Processing and Performance Requirements

(Copies of this document are available online at http://www.sae.org or from the Society of Automotive Engineers, 40 Commonwealth Drive, Warrendale, PA, 15096).

AMERICAN SOCIETY OF MECHANICAL ENGINEERS

ASME B46.1	Surface Texture (Surface Roughness, Waviness and Lay)
ASME E 1444	Standard Practice for Magnetic Particle Testing
ASME Y 14.24	Types and Applications of Engineering Drawing

(Copies of this document are available online at http://www.asme.org or from the American Society of Mechanical Engineers, Three Park Avenue, New York, NY 10016-5990)

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM-B117	Standard Method of Salt Spray (Fog) Testing
ASTM-D3951	Packaging, Commercial
ASTM E308	Standard Practice for Computing the Colors of Objects by Using the CIE System.

(Copies of this document are available online at http://www.astm.org or from the American Society for Testing and Materials, 100 Barr Harbor Drive, PO Box C700, West Conshohocken, PA, 19428-2959.)

AMERICAN NATIONAL STARDARDS INSTITUE

ANSI/SAAMI 2299.4	Voluntary Industry Performance Standards for Pressure and Velocity of Centerfire Rifle Sporting Ammunition for the Use of Commercial Manufacturers

(Copies of this document are available online at http://www.saami.org)

2.3 Order of precedence. Unless otherwise specified in this document or in the contract, in the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

3.0 REQUIREMENTS

3.1 Design verification. When specified (see 6.2), samples shall be subjected to design verification in accordance with Table I and 4.2.

3.2 First article inspection. Unless otherwise specified (see 6.2), samples shall be subjected to first article inspection in accordance with Table I and 4.3.

3.3 Conformance inspection. Unless otherwise specified (see 6.2), samples shall be subjected to quality conformance inspection in accordance with Table I and 4.4.

3.4 Materials and construction. The M24 shall conform to the materials and construction requirements specified herein and be in accordance with the applicable materials and construction provisions of MIL-W-13855. Parts and surfaces subjected to rolling or sliding contact shall be of sufficient hardness to resist wear. Staked or dovetailed members shall have sufficient temper to retain their original fit after extended use. Screws, when firmly tightened, shall not cause binding of any of the mechanisms. External pins shall be secured in position by detent or retainer.

3.5 Design. Unless otherwise specified in the contract, the M24 shall conform to the human factors provisions of MIL-STD-1472 and MIL-HDBK-759.

3.6 Machine finish. Machine finishes shall be in accordance with commercial practice for the rifle, detachable iron sights and optical sight furnished. First article rifles (see 4.3) and the aforementioned sighting components shall be used as standards for machine finishes for production items.

3.7 Soundness of weld. All welds shall show good fusion. The weld and welded parts shall be free of cracks, porosity, inclusions and other metallic discontinuities.

3.8 Touchup material. Exterior surfaces on metal components which are bright or without finish after assembly operations, such as the surfaces of rivets, pins, screw heads, staking marks and the like shall be refinished using materials and procedures in accordance with the touchup procedures of MIL-W-13855.

3.9 Human engineering characteristics. In addition to meeting the design requirements specified herein, rifles, sighting systems and carrying cases shall meet with approval for human engineering characteristics in accordance with MIL-STD-1472 (Para 5.4 and 5.11).

3.10 Final protective finish. All components of the M24 shall be protected with a durable corrosion resistant coating, or made from durable corrosion resistant materials, which are abrasion, impact and battlefield chemical resistant equal to or greater than phosphated steel or anodized aluminum. The materials and coatings used shall protect the M24 from corrosion in all environments and weather conditions, including marine, high humidity, rain and desert conditions.

3.10.1 Corrosion resistance. The exposed rifle, complete with day optical sight (with lenses covered) and two fully loaded magazines shall be capable of firing two magazines without stoppages after standard salt fog test exposure of 48 hours (T) 96 hours (O). The system carrying case shall show no functional damage, and all metallic repair parts and tools contained in the deployment/cleaning kits shall show no evidence of red rust after standard salt fog test exposure

of 48 hours (T) 96 hours (O).

3.11 Chemical resistance. All components of the M24, except for the interior of the carrying cases, and except for the adjustment knobs, lenses, and lens cover on the day optical sight, shall not be affected by petroleum, oil and lubricant products, insect repellants and other common battlefield compounds, listed in TOP 3-2-609. The interior of the system carrying case shall not be affected by LSA (MIL-L-46000), CLP (MIL-PRF-63460), LAW (MIL-PRF-14107) and RBC (MIL-PRF-372).

3.12 NBC decontamination. The M24, except for the interior of the carrying cases, shall be NBC decontamination survivable, as specified in AR 70-75, to the level of DECON survivability associated with current small arms systems.

3.13 Fungus resistance. There shall be no detrimental effects, as specified in MILSTD-810E, Method 508.4 "FUNGUS", on components of the M24 as a result of fungal growth.

3.14 Cleaning kit. The rifle shall be supplied with cleaning tools which shall enable operator level cleaning and shall not cause scratches, burrs nor any other type of damage or wear detrimental to the rifle, rifle barrel or any other parts. Cleaning items shall be compatible with use of LSA (MIL-L-46000), CLP (MIL-PRF-63460), LAW (MIL-PRF-14107) and RBC (MIL-PRF-372). The cleaning kit shall be contained in a corrosion resistant case.

3.15 Deployment kit. The contents of the deployment kit shall consist of replacement parts and tools required for maintenance of all operator level functions on the M24. Deployment kit components shall be contained in a case designed or configured to provide corrosion resistance to components stored within the case.

3.16 Workmanship. Workmanship shall be in accordance with MIL-W-13855. Finished items and parts shall not exhibit poor material and processing such as seams, laps, laminations, cracks, visible steps, sharp edges, nicks, scratches, burrs, deformations and missing operations which may affect serviceability, functioning, operation, appearance or safety. Fins and other extraneous metal shall be removed from cast or forged parts. Hammering to shape, salvage operations (including repair by welding except that normal cosmetic welding of surface blemishes on forgings or castings prior to heat treatment shall be permissible, except on barrels) or other similar practices shall not be permitted without prior approval of the procuring activity.

3.17 Rifle.

3.17.1 Weight. The rifle shall weigh no more than 17 pounds (T), 16 pounds (O) when mounted with the day optical sight, sling swivels, sling, bipod, sound suppressor, and with a magazine fully loaded with MK 248 MOD 0 (DODIC A191, 190 grain) ammunition.

3.17.2 Length. The total length of the rifle shall not be more than 48 inches with the suppressor attached, stock unfolded and adjusted to the minimum length of pull.

3.17.3 Maintainability. The rifle shall be designed to allow the operator to perform necessary cleaning and maintenance using standard DOD lubricants/solvents, without the use of any tools other than the equipment in the cleaning kit and deployment kit (T). Parts and assemblies removed or disassembled for maintenance under field conditions shall be designed to prevent improper assembly (O). Captive hardware shall be used to prevent loss of reusable parts during disassembly and maintenance (O).

3.17.4 Magazine. The magazine shall be a detachable box magazine with a minimum capacity of five rounds. The magazine, when inserted in the rifle, shall not protrude far enough to touch the ground when the rifle is placed on a flat surface with bipod legs extended at the shortest setting. The magazine shall be free of defects which may affect the functioning of either the magazine or the rifle. The magazine shall fall free of the rifle when the magazine release is actuated.

3.17.5 Bipod. The rifle shall have a detachable bipod. The bipod shall have legs that are independently adjustable in length, and shall provide rigid support when firing from the prone position. When the adjustable legs are set at the minimum setting, the minimum distance measured from the bipod mounting surface to a line that intersects both foot pads (when extended) shall not exceed 7 inches. The bipod shall swivel about an axis parallel to the bore axis and shall utilize a swivel adjustment/retention interface that does not require the use of tools (e.g. pliers) to apply enough torque to the swivel mechanism to prevent the weapon from canting under its own weight when positioned on a level surface (O). The legs shall fold, allowing the weapon to be stored in the system case without removing the bipod. The bipod shall attach to the rifle with tools common to the deployment kit.

3.17.6 Sling swivels. The rifle shall have sling swivels that pivot 360°. The rifle shall have at least two attachment points to accept sling swivels. One sling swivel attachment point shall be located on the buttstock. There shall be at least one other attachment point located on the fore stock, that is capable of accepting detachable sling swivels.

3.17.7 Sling. The sling shall mount to the provided sling swivels without the use of tools (see 3.17.6) and shall be made of a material not susceptible to fungus growth (T). The sling shall be designed with an adjustable armcuff with integrated attachment mechanism used to attached/detached the armcuff to/from the primary sling in less than 10 seconds by an operator (O). The sling design shall facilitate transition between operator use as a traditional sling, a hasty sling, or a cuff sling (O).

3.17.8 Exterior surface. All components of the rifle shall have permanent nonreflective exterior surfaces. All visible exterior components shall be colored in accordance with one of the following camouflage colors defined in FED-STD-595. All visible exterior components shall be of the same color.

FED-STD-595 Camouflage Color	Chip Number
Black	37030
Tan 686A	33446
Sand	33303
Green 383	34094

3.17.9 Stock. The stock shall have an adjustable length of pull. Length of pull adjustments shall be continuous or incremental, with a maximum of 1/4 inch increments, over a minimum acceptable length of pull range of 12 to 14 inches. The stock shall have an adjustable comb that does not interfere with manual bolt operation at any of its settings. Comb adjustments shall be continuous or incremental, with a maximum of 1/8 inch increments, over a minimum acceptable comb adjustments range of one inch between minimum and maximum height settings. Adjustment of the stock for length of pull and comb height, at ambient temperature, shall be accomplished within 3 minutes without the use of special tools. Special tools are tools not

contained in the cleaning or deployment kit. The stock shall be adjustable at ambient, hot (145° ± 5°F) and cold (-50° ± 5°F). The stock shall be adjustable by a person dressed in cold weather environmental clothing (with the exception of the outer arctic mitten) and NBC clothing. The buttstock shall fold (pivot) 180 – 5 degrees relative to the unfolded position and shall have an integrated mechanism that retains the buttstock in both the folded and unfolded positions during a drop event (see 3.15.8 Drop test – rifle). The width of the rifle at any location shall not exceed 4 inches when the buttstock is folded. The buttstock shall be capable of being moved between the two positions without the need for tools (T). The buttstock shall be capable of being moved between the two positions by one hand (O). The buttstock shall not require the length of pull or comb height to be changed from the operator set positions in order to allow the buttstock to be folded. When folded, the buttstock shall capture the bolt handle when the bolt is in the closed position (O).

3.17.10 Stock surface. The gripping surfaces of the forestock and stock shall have non-skid surface textures in accordance with MIL-STD-1472 (para 5.9.11.5.4).

3.17.11 Bolt assembly. The bolt assembly shall be removable and replaceable within one minute without the use of any tools.

3.17.12 Safety. The rifle shall have a safety device which shall be detented in both the "safe" and "fire" position and, when in the safe position, will prevent the weapon from firing. The shooter shall be able to verify the position of the safety by both sight and touch. It shall be movable between the safe and fire positions by the operator without moving his hands from the shooting position (prone, standing, kneeling, sitting). It shall remain in the position the operator sets it until it is manually changed. The safety shall provide tactile feedback during movement from one position to another. The safety shall require a force of between 2 to 10 pounds to operate. When being moved from one position to the other, the safety shall not be audibly detectable from a distance of 10 meters.

The safety shall perform all the above operations at ambient, hot (145° ± 5°F) and cold (-50° ± 5°F) and by a person dressed in cold weather environmental clothing (except for the outer arctic mitten) and NBC clothing.

3.17.13 Mounting interface - rifle. The stock shall have an integrated MIL-STD-1913 rail oriented at the "top" or 12 o'clock position with numbered rail slots that has sufficient rail surface to allow for simultaneous mounting of the day optic sight and other accessories (MILES, AN/PEQ-2, "clip-on" night vision devices, BUIS, etc.) (T). The 12 o'clock rail shall be parallel to the bore but may have a declination to allow engaging of a target, located 1200 meters from and at the same elevation as the rifle, with the day optic scope using "dialed" elevation correction and the primary reticle cross hair (no hold) when firing MK 248 MOD 0 (DODIC A191, 190 grain) and MK 248 MOD 1 (DODIC AB43, 220 grain) in calm environmental conditions (i.e. negligible wind) (T). Additional MIL-STD-1913 rails shall be integrated in the forestock, parallel to the bore, located at positions other than 12 o'clock (O).

3.17.14 Suppressor. The M24 shall incorporate an integrated acoustic, flash and blast suppressor.

3.17.14.1 Suppressor interface. The suppressor shall be configured to enable attachment and detachment by the operator by hand or with the tools common to the deployment kit. The

suppressor shall interface with the rifle in a manner that does not require removal of the flash hider.

3.17.14.2 Suppressor dispersion. The rifle, with the suppressor attached, shall meet targeting and accuracy requirements (see 3.17.22).

3.17.14.3 Suppressor impact shift. The suppressor, when attached to the rifle, shall shift the mean point of impact of rounds fired, relative to firing without the suppressor, by no greater than 2.29 inches (2 MOA, 0.58 milliradians) at a range of 100 meters. When removing and reattaching the suppressor, the mean point of impact of each shot group fired with the suppressor attached shall fall within a 45 degree arc from an origin centered at the combined mean point of impact of all unsuppressed shots (see 4.5.14.22 for verification method).

3.17.14.4 Noise. The rifle, when firing MK 248 MOD 0 (DODIC A191, 190 grain) and MK 248 MOD 1 (DODIC AB43, 220 grain) ammunition with the sound suppressor attached, shall not exceed the impulse noise limits for single hearing protection (reference curve X, Figure 4-1, MIL-STD-1474).

3.17.14.5 Suppressor sleeve. A removable sleeve designed to fit around the exterior of the suppressor shall be supplied with the system. The sleeve shall have thermal insulating properties sufficient enough to facilitate hand removal of the suppressor after firing 10 rounds (T), 20 rounds (O) in two minutes. The sleeve shall fit tight enough to prevent translational shifting of the sleeve relative to the suppressor by more than ¼ inch after firing 20 rounds.

3.17.15 Flash hider. The rifle shall have a flash reduction device/flash hider affixed to the muzzle to reduce the amount of visible flash relative to when the flash hider is not attached to the barrel.

3.17.16 Chamber dimensions (GUIDE). The chamber shall conform to the chamber dimensions and tolerances as specified in ANSI/SAAMI 2299.4 for .300 Winchester Magnum Ammunition.

3.17.17 Headspace dimensions (GUIDE). The headspace dimension and tolerance shall conform to that specified in ANSI/SAAMI 2299.4 for .300 Winchester Magnum Ammunition

3.17.18 Trigger. The rifle shall have a trigger which is configured to prevent adjustment at the operator level. The trigger pull force shall be a minimum of three (3) pounds and a maximum of five (5) pounds. The trigger shall demonstrate the ability to consistently retain the trigger pull force within ± 8 ounces after 2500 trigger pulls. The trigger shall return to its normal forward position immediately upon release after partial or complete trigger pull.

3.17.19 Functioning. The rifle shall operate without malfunctions or unserviceable parts. After functioning, the day optical sight shall meet the cleanliness and optical quality requirement (see 3.18.11). Unless otherwise specified, all ammunition used shall be MK 248 MOD 0 (DODIC A191, 190 grain) and MK 248 MOD 1 (DODIC AB43, 220 grain) in accordance with Department of Navy Specifications DS/4083/C03/1312 and DS/JXNN/C08/1604 respectively.

3.17.20 Endurance. The rifle and day optical sight shall withstand a 10,000 round endurance test. The rifle shall be capable of firing 10,000 rounds without the receiver requiring overhaul. The receiver shall be free of cracks. Cracks shall be defined as cracks that are detected by magnetic particle inspection with the unaided eye.

The rifle shall have a barrel which meets targeting and accuracy requirements (see 3.17.22) and is free of cracks for a minimum of 2,000 rounds.

The rifle and day optical sight shall meet reliability requirements (see 3.17.20.1).

3.17.20.1 Reliability. The mean round between stoppage (MRBS) for the rifle shall be 1200 rounds. The mean round between essential function failure (MRBEFF) for the rifle and day optical sight shall be 2300 rounds.

3.17.20.2 Aim point retention. The day optical sight shall have a maximum change in the zero of no greater than 0.5 minutes of angle after firing 200 rounds.

3.17.21 High-pressure resistance. The rifle shall withstand the proof firing of one proof cartridge. Cartridges shall produce proof pressures derived from service load standard deviations as specified in ANSI/SAAMI 2299.4 using MK 248 MOD 1 (DODIC AB43, 220 grain) ammunition as the service load. Parts shall be free of cracks after proof firing as evidenced by visual and magnetic particle inspection. As a minimum, the barrel, bolt and receiver shall be inspected by magnetic particle.

3.17.22 Targeting and accuracy. The rifle shall achieve the dispersion set forth below when fired from a machine rest. The average mean diameter of shot groups fired with and without the sound suppressor attached shall be less than or equal to 1.15 inches at 100 meters (1 MOA) (T), 0.92 inches at 100 meters (0.8 MOA) (O). The minimum rate of fire for conducting this test shall be three rounds per minute.

3.17.23 Drop survivability - rifle. The rifle with day optic scope detached, with the safety in the safe position and an empty primed .300 Winchester Magnum cartridge in the chamber, shall withstand a five foot drop onto dirt. The primed cartridge shall not discharge. There shall be no functional damage to the rifle. After re-zeroing, the rifle shall meet the targeting and accuracy requirement (see 3.17.22).

3.17.24 Firing pin (GUIDE). The firing pin shall deliver enough energy to reliably (see 3.17.20.1) ignite MK 248 MOD 0 (DODIC A191, 190 grain) and MK 248 MOD 1 (DODIC AB43, 220 grain) primers. The firing pin design and operation shall not contribute to primer malfunctions that can be related to excessive deformation of the primer (e.g. pierced primers, loose primers, escape of gas around the primer cup, etc.)

3.17.25 Temperature extremes. The rifle with day optical sight shall be operable and safely functionable at hot (145° ± 5°F) and cold (-50° ± 5°F) temperatures.

3.17.25.1 Cold temperature functioning. The rifle shall be capable of firing 300 rounds at cold temperature (-50° ± 5°F) with the occurrence of a total of no more than 18 stoppages and parts failures. The rifle shall be operable by the shooter dressed in cold weather environmental clothing (except for the outer arctic mitten) at the cold temperature.

3.17.25.2 Hot temperature functioning. The rifle shall be capable of firing 300 rounds at hot temperature (145° ± 5°F) with the occurrence of a total of no more than 18 stoppages and parts failures.

3.17.26 Special clothing. The rifle with day-optical sight shall be operable and maintainable by

the shooter when dressed in NBC clothing.

3.17.27 Interchangeability. All operator level repair parts that are field serviceable shall be interchangeable.

3.17.28 Muzzle velocity. The barrel shall be of sufficient length to create muzzle velocity of not less than 2865 feet per second at ambient temperature when firing MK 248 MOD 0 (DODIC A191, 190 grain) ammunition.

3.17.29 Iron sights (O). The rifle shall be equipped with detachable iron sights. The iron sights shall be configured with an interface to mount to the MIL-STD-1913 rail (see 3.17.13). The iron sights when attached and not in-use shall not interfere with the mounting and/or employment of the rifle's primary optics/electro-optics.

3.17.29.1 Range. The iron sights shall be capable of engaging targets to 600 meters (T), 800 meters (O).

3.17.29.2 Detachability. The iron sights shall allow for replacement by trained personnel with tools common to the deployment kit. When reattached, the iron sights shall have a change in zero of no more than 1 MOA.

3.17.29.3 Adjustability. The iron sights shall be adjustable for both elevation and azimuth in increments no greater than 0.5 MOA increments.

3.18 Day optical sight (DOS).

3.18.1 DOS mounting interface. The day optical sight shall be equipped with a mounting system (e.g. rings and/or base interface) compatible with the MIL-STD-1913 rail (see 3.17.13). The day optical sight mounting system shall be easily attached/detached to the rifle by the operator by hand and or with the tools common to the deployment kit.

3.18.2 Magnification. The magnification shall be continuously variable from 3.5 – 6.5X minimum to 14 – 25X maximum.

Rationale: without the requirement for continuously variable magnification, an offeror may propose optics with only two discrete power settings (narrow and wide field) using a throw lever.

3.18.3 Ballistic adjustments.

3.18.3.1 Elevation and windage adjustment. Adjustment for elevation and windage shall be knobs which have clearly marked graduations and tactile clicks with an increment, in target space, of 0.1 milliradians (20 seconds of arc). The initial zero position of optical axis shall not move more than 0.16 milliradians (33 seconds of arc), in target space, when each adjustment knob is cycled from 0 to the extreme adjustments and returned, for 10 cycles. The elevation and windage adjustments shall meet the above requirements at ambient temperature.

3.18.3.2 Bullet drop compensation (BDC).

3.18.3.2.1 MK 248 MOD 0 BDC elevation dial. The primary elevation dial shall incorporate BDC markings at 100 meter increments from 100 meters to a minimum of 1,000 meters which are optimized for MK 248 MOD 0 (DODIC A191, 190 grain) ammunition. The MK 248 MOD 0

BDC elevation dial shall be installed on the optic. The dial shall be marked "MK 248 MOD 0 BDC - METERS."

3.18.3.2.2 MK 248 MOD 0 BDC elevation dial. An elevation dial that incorporates BDC markings at 100 meter increments from 100 meters to a minimum of 1,000 meters which are optimized for MK 248 MOD 1 (DODIC AB43, 220 grain) ammunition. The MK 248 MOD 1 BDC elevation dial shall be included in the deployment kit. The dial shall be marked "MK 248 MOD 1 BDC - METERS."

3.18.4 Reticle. The day optical scope shall maintain a constant target/reticle aspect ratio throughout its entire magnification range. The reticle shall use a milliradian scale to facilitate rapid target ranging and engagement. The reticle shall be composed of a ranging stadia and a targeting stadia with no greater than 0.5 milliradian (103 arc seconds) mark spacing on both elevation and windage. The targeting stadia shall be configured to facilitate the use of operator "holds" for simultaneous bullet drop and windage correction.

Rationale: Requiring the reticle to be in the first focal plane of a zoom component may not assure that the reticle and target will change dimensions at a constant rate. Stating the requirement as a constant ratio leaves no confusion.

3.18.4.1 Cover plate (O). The reticle shall be a two piece cemented type consisting of a reticle and a cover plate. The cover plate shall have a thickness of 0.25 cm ± .025 cm.

3.18.4.2 Index match & scale (O). The cover glass and reticle glass shall be from the same glass melt. The index of refraction of the cement used shall match the indices of the glass within ± 0.001. External surfaces shall have a surface quality of 20-10 or better. The back surface (air to glass) of the reticle and the air to glass surface of the cover glass shall have an anti-reflection coating PER MIL-C-675. The surface quality at the reticle surface of both pieces shall be 10-5.

3.18.5 Optical Glass. All optical elements shall be per MIL-PRF-13830. Glass containing Thorium, or its compounds, shall not be used in the manufacture of the day optical scope. All glass elements shall be anti-reflection coated meeting minimum requirements of MIL-C-675.

Rationale: anti-reflection coated military grade glass is recommended for all military applications. For safety considerations, radioactive glass (thorium) should not be used.

3.18.6 Parallax. The focus parallax between the center of the reticle and image of a target from 100 to 1500 meters range, inclusive, shall not exceed 0.073 milliradians (15 seconds of arc).

Rationale: specifying this large parallax free focusing range dictates the use of an adjustable parallax focus setting.

3.18.7 Eyepiece focus. The eyepiece shall be easily adjustable and provide at least plus 2 diopters to minus 4 diopters from the position of best focus on the reticle surface.

3.18.7.1 Eyepiece and zoom torque. The eyepiece and zoom torque values shall be between 3.46 to 25.3 kg-cm (3 to 22 in-lb) at each of the following temperatures: room temperature: minus 50 +/- 5 degrees F and; plus 145 +/- 5 degrees F.

Rationale. The eyepiece zoom mechanism can bind at low temperature. This problem has occurred in our fielded optics. This requirement will eliminate the issue. A change in the lubricant may only be needed to meet this requirement.

3.18.8 Resolution. At the highest magnification setting, resolution shall be less than 4.5 arc seconds using a 4-6X diopometer. Vertical and horizontal lines shall be resolvable to within 0.5 diopters.

3.18.9 Laser filter unit (LFU) interface (GUIDE). The DOS objective housing shall have an internally threaded interface to allow for attachment of an LFU. The LFU shall be furnished by the Government upon final selection of the DOS.

Rationale. Requiring a 50mm LFU already in Government inventory limits DOS competition by requiring the objective lens to be 50mm for best optimization without use of an adapter. Some manufactures use 56mm objective lenses resulting in unnecessary light loss to adapt to the 50mm LFU's smaller aperture. The Government will first acquire the scope and then, if necessary, create a new LFU or mounting adapter to fit this scope.

3.18.10 Clear eye distance (CED). The CED shall be greater than 86 millimeters when measured from the last surface of the eyepiece housing to the exit pupil.

3.18.11 Cleanliness and optical quality. There shall be no evidence of glass, fracture, cement separation, grease or fingerprints on any optical component when viewing through the objective or eyepiece end of the sight unit. There shall not be more than 3 particles of foreign matter visible on the reticle surface and no particle shall exceed the apparent width of a reticle line. There shall be no foreign matter obvious to the unaided eye which would impair optical performance when looking into the eyepiece against a background having a brightness of the sky in average daylight.

3.18.12 Watertightness. The day optical sight shall show no evidence of leakage when submerged in water to a minimum depth of 3.28 feet (one meter) for a one hour period. No moisture or fogging shall be observed.

3.18.13 Sealing. All internal optical areas of the day optical sight shall be purged with dry nitrogen. The sight unit shall be sealed such that the interior is moisture-free after purging. The sight shall remain sealed when subjected to a maximum pressure of negative (-) 5.4 pounds per square inch gage for eight hours.

3.18.14 Exterior surface. All components of the day optical sight except the lenses, shall have a permanent non-reflective exterior surface.

3.18.15 Reattachment. The day optical sight shall be capable of being removed and replaced on the rifle using only the tools contained in the deployment and cleaning kits (T) or without tools (O). The day optical sight shall be capable of being removed from the rifle and reattached for a minimum of 180 cycles with a maximum change in the zero of no greater than 1/2 minute of angle (T).

3.18.16 Drop survivability - day optical sight with carrying case. The day optical sight, while inside the day optical sight carrying case shall withstand a drop test from a height of seven feet onto a one inch thick steel plate backed by concrete. The drop test shall be conducted at hot

(145° ± 5°F) and cold (-50° ± 5°F). There shall be no structural damage to the carrying case which may result in damage to the contents during subsequent shipping, handling, or storage. There shall be no affect on the optical properties or functional damage to the day optical sight.

3.18.17 Drop survivability - day optical sight. The day optical sight shall withstand a two foot drop onto dirt. The dirt shall have a minimum soil penetration resistance of 750 pounds per square inch at a depth between 1 and 1½ inches. The day optical sight shall still meet all the optical requirements. There shall be no functional damage to the day optical sight.

3.18.18 Lens cover. The day optical sight shall have covers that protect the lenses from sunlight, debris and dust. These covers shall be securely fastened to the day optical sight, shall be capable of being opened while remaining attached to the sight and shall remain open during use.

3.19 System carrying case. The system carrying case shall have provisions to securely contain and protect the following: rifle with day optical sight mounted on the rifle; bipod; suppressor; the day optical sight carrying case; the rifle cleaning kit; five (5) 5 round detachable box magazines and the deployment kit. The detachable iron sights shall be enclosed in the day optical sight carrying case.

3.19.1 Drop survivability. The system carrying case and its full contents shall withstand a 30 inch drop test onto a one inch steel plate backed by concrete. The drop test shall be conducted at hot (145° ± 5°F) and cold (-50° ± 5°F) temperature. The system carrying case shall not open. There shall be no structural damage to the system carrying case which may result in damage to the contents during subsequent shipping, handling or storage. There shall be no functional or physical damage to its contents.

3.19.2 Transportation vibration. The system carrying case shall protect its full contents from transportation vibration. There shall be no functional or physical damage to the system carrying case or its contents.

3.19.3 Rain/moisture. The system carrying case shall keep its full contents dry when subjected to rain falling at a rate of at least 0.03 inches/minute with a crosswind of 60 feet/second.

3.19.4 Pressure retention. The system carrying case shall be capable of maintaining an internal positive pressure of 0.50 ± 0.05 psig (13.8 ± 1.4 in. of water) for 6 minutes with no more than a 15 percent drop from the initial reading.

3.20 Marking. The rifle receiver shall keep the originally assigned serial number and the suppressor shall be marked and serial number assigned in accordance with MIL-W-13855. Each rifle and suppressor shall be marked as specified below.

3.20.1 Sample hardware. Sample hardware supplied by the offeror for evaluation shall be identified by a unique serial number on the receiver and the sound suppressor assigned through the contractor's serialization series and the following:

(1) Manufacturer's name
(2) Manufacturer's model number/nomenclature
(3) Caliber of the weapon

A mark shall be stamped on the barrel indicating successful passing of the high pressure resistance test.

3.20.2 Contract production items. The rifle receiver, supplied as government furnished material, shall keep the originally assigned serial number and the suppressor shall be marked and serial number assigned in accordance with MIL-W-13855. The weapon and suppressor shall be marked with the following information:

(1) Manufacturer's name
(2) M24E1 SWS
(3) Caliber of the weapon

A mark shall be stamped on the barrel indicating successful passing of the high pressure resistance test.

3.20.3 Unique Identification Markings. Apply Unique Identification (UID) 2D Data Matrix mark in accordance with MILSTD-130M, construct #2, on the receiver and on the sound suppressor. The UID mark shall contain the manufacturer's cage code, weapon part number and serial number (data identifiers "17V", "1P", and "S"). The 2D Data Matrix symbol shall be error correction code (ECC 200) in accordance with ISO 16022, using ISO 15434 syntax and the semantics of ISO 15418. UID label shall be durable and shall be capable of surviving sound suppressor temperatures.[2] Other marking methods may be used with prior approval of the US Army Armament, Research, Development and Engineering Agency.

[2] Aluminum based labels applied with high temperature adhesive have been acceptable with existing small arms systems.

4.0 VERIFICATION

TABLE I. Requirement/verification cross-reference matrix

Requirement Description	Section 3 Requirements	Inspection sample size and criteria				Verification Methods	Section 4 Verification Procedures
		Design Verification (Govt. Tested)	First Article (Contractor Tested)	First Article (Govt. Tested)	Conformance Inspection (One lot)		
Design verification	3.1	X					4.2
First article inspection	3.2		X				4.3
Conformance inspection	3.3				X		4.4
Materials and construction	3.4	5-0-1[3]	5-0-1		VL II[4]	Test	4.5.1
Design	3.5	5-0-1				Examination	4.5.2
Machine finish	3.6	5-0-1	5-0-1		VL II[4]	Test	4.5.3
Soundness of weld	3.7	5-0-1	5-0-1			Test	4.5.4
Touchup material	3.8	5-0-1	5-0-1		VL II[4]	Examination	4.5.5
Human engineering characteristics	3.9	5-0-1				Examination	4.5.6
Final protective finish	3.10	5-0-1	5-0-1		VL II[4]	Examination	4.5.7
Corrosion resistance	3.10.1	1-0-1	1-0-1			Test	4.5.7.1
Chemical resistance	3.11	1-0-1				Test	4.5.8
NBC decontamination	3.12	See 4.5.9				Analysis	4.5.9
Fungus resistance	3.13	1-0-1				Test	4.5.10
Cleaning kit	3.14	5-0-1	5-0-1		VL II[4]	Examination	4.5.11
Deployment kit	3.15	5-0-1	5-0-1		VL II[4]	Examination	4.5.12
Workmanship	3.16	10-0-1	100%[4]		100%[5]	Examination	4.5.13
Weight	3.17.1	5-0-1	5-0-1			Examination	4.5.14.1
Length	3.17.2	5-0-1	5-0-1			Examination	4.5.14.2
Maintainability	3.17.3	3-0-1				Demonstration	4.5.14.3
Magazine	3.17.4	5-0-1				Demonstration	4.5.14.4
Bipod	3.17.5	5-0-1				Demonstration	4.5.14.5
Sling swivels	3.17.6	10-0-1				Examination	4.5.14.6
Sling	3.17.7	5-0-1				Demonstration	4.5.14.7
Exterior surface	3.17.8	5-0-1	5-0-1			Test	4.5.14.8
Stock	3.17.9	5-0-1	5-0-1			Examination	4.5.14.9
Stock surface	3.17.10	5-0-1	5-0-1			Examination	4.5.14.10
Bolt assembly	3.17.11	5-0-1	5-0-1			Demonstration	4.5.14.11
Safety	3.17.12	5-0-1	5-0-1		VL II	Demonstration & Examination	4.5.14.12
Mounting interface - rifle	3.17.13	5-0-1				Examination	4.5.14.13
Suppressor interface	3.17.14.1	3-0-1	5-0-1			Demonstration	4.5.14.14.1
Suppressor dispersion	3.17.14.2	5-0-1	5-0-1		100%[5]	Test	4.5.14.14.2
Suppressor impact shift	3.17.14.3	5-0-1	5-0-1		100%[5]	Test	4.5.14.14.3

[3] Common nomenclature throughout Table I (sample size – accept –reject); Test five (5) - Accept with zero (0) failures - Reject with one (1) failure

[4] Failure to meet the requirement will be cause for rejection of the lot of rifles, day optical sights, or carrying cases

[5] Failure to meet the requirement will be cause for rejection of the individual rifle, day optical sight, or carrying case

Requirement Description	Section 3 Requirements	Inspection sample size and criteria				Verification Methods	Section 4 Verification Procedures
		Design Verification (Govt. Tested)	First Article (Contractor Tested)	First Article (Govt. Tested)	Conformance Inspection (One lot)		
Noise	3.17.14.4	3-0-1		3-0-1		Test	4.5.14.14.4
Suppressor sleeve	3.17.14.5	3-0-1		3-0-1		Demonstration	4.5.14.14.5
Flash hider	3.17.15	3-0-1		3-0-1		Test	4.5.14.15
Chamber dimensions	3.17.16	10-0-1	10-0-1		VL II[4]	Examination	4.5.14.16
Headspace dimensions	3.17.17	10-0-1	10-0-1		VL II[4]	Examination	4.5.14.17
Trigger pull force	3.17.18	10-0-1	100%[4]		100%[5]	Examination	4.5.14.18.1
Trigger pull force retainability	3.17.18	10-0-1	10-0-1		VL II[4]	Test	4.5.14.18.2
Functioning	3.17.19	5-0-1	5-0-1		100%[5]	Test	4.5.14.19
Endurance	3.17.20	3-0-1		3-0-1		Test	4.5.14.20
High-pressure resistance	3.17.21	5-0-1	100%[4]		100%[5]	Test	4.5.14.21
Targeting and accuracy	3.17.22	5-0-1	5-0-1		100%[5]	Test	4.5.14.22
Drop survivability – rifle	3.17.23	1-0-1		1-0-1		Test	4.5.14.23
Firing pin	3.17.24	5-0-1	5-0-1		VL II[4]	Examination	4.5.14.24
Temperature extremes	3.17.25	3-0-1		3-0-1		Test	4.5.14.25
Special clothing	3.17.26	2-0-1		2-0-1		Demonstration	4.5.14.26
Interchangeability	3.17.27	3-0-1	3-0-1			Test	4.5.14.27
Muzzle velocity	3.17.28	3-0-1	3-0-1			Test	4.5.14.28
Iron sights	3.17.29	3-0-1	3-0-1			Demonstration	4.5.14.29
Range – iron sights	3.17.29.1	See 4.5.14.29.1				Analysis	4.5.14.29.1
Detachability – iron sights	3.17.29.2	5-0-1	5-0-1		VL I[4]	Test	4.5.14.29.2
Adjustability	3.17.29.3	5-0-1	5-0-1		VL I[4]	Demonstration	4.5.14.29.3
DOS mounting interface	3.18.1	3-0-1	3-0-1			Demonstration	4.5.15.1
Magnification	3.18.2	10-0-1	5-0-1			Examination	4.5.15.2
Elevation and windage adjustment	3.18.3.1	5-0-1	5-0-1			Demonstration	4.5.15.3.1
Bullet drop compensation	3.18.3.2	See 4.5.15.3.2				Analysis	4.5.15.3.2
Reticle	3.18.4	10-0-1		5-0-1		Examination	4.5.15.4
Cover plate	3.18.4.1	5-0-1		5-0-1		Examination	4.5.15.4.1
Index match & scale	3.18.4.2	5-0-1		5-0-1		Examination	4.5.15.4.2
Optical glass	3.18.5	10-0-1		5-0-1		Examination	4.5.15.5
Parallax	3.18.6	5-0-1		5-0-1		Examination	4.5.15.6
Eye piece focus	3.18.7	5-0-1		5-0-1		Examination	4.5.15.7
Eyepiece and zoom torque	3.18.7.1	5-0-1		5-0-1		Examination	4.5.15.7.1
Resolution	3.18.8	5-0-1		5-0-1		Examination	4.5.15.8
Laser filter unit interface	3.18.9	5-0-1		5-0-1		Examination	4.5.15.9
Clear eye distance	3.18.10	5-0-1		5-0-1		Examination	4.5.15.10
Cleanliness and optical quality	3.18.11	5-0-1		5-0-1		Examination	4.5.15.11
Watertightness	3.18.12	5-0-1		5-0-1		Test	4.5.15.12
Sealing	3.18.13	5-0-1		5-0-1		Test	4.5.15.13
Exterior surface	3.18.14	5-0-1		5-0-1		Examination	4.5.15.14
Reattachment	3.18.15	5-0-1		5-0-1		Test	4.5.15.15
Drop survivability – DOS	3.18.16	2-0-1		2-0-1		Test	4.5.15.16

Requirement Description	Section 3 Requirements	Inspection sample size and criteria				Verification Methods	Section 4 Verification Procedures
		Design Verification (Govt. Tested)	First Article (Contractor Tested)	First Article (Govt. Tested)	Conformance Inspection (One lot)		
w/ case							
Drop survivability – DOS	3.18.17	3-0-1		3-0-1		Test	4.5.15.17
Lens cover	3.18.18	3-0-1	3-0-1			Examination	4.5.15.18
System carrying case	3.19	5-0-1	5-0-1		VL II[4]	Examination	4.5.16
Drop survivability – system case	3.19.1	2-0-1	2-0-1			Test	4.5.16.1
Transportation vibration	3.19.2	2-0-1		2-0-1		Test	4.5.16.2
Rain/moisture	3.19.3	2-0-1		2-0-1		Test	4.5.16.3
Pressure retention	3.19.4	3-0-1		3-0-1		Test	4.5.16.4
Marking	3.20	5-0-1	100%[4]		100%[5]	Examination	4.5.16.5

4.1 Classification of inspections. The following type of inspection shall apply:

a. Design verification (4.2).
b. First article inspection (4.3).
c. Conformance inspection (4.4).

4.2 Design verification. When specified (see 6.2), design verification samples shall be subjected to design verification in accordance with Table I. All design verification tests shall be performed by the Government.

4.2.1 Design verification test rejection. If any sample fails to comply with the design verification requirements, the design shall be rejected.

4.3 First article inspection. The first article samples shall be representative of production processes to be used during quantity production. When specified (see 6.2), the first article shall be subjected to first article inspection in accordance with Table I.

4.3.1 First article rejection. If any M24 fails to comply with any of the applicable requirements, the first article sample shall be rejected.

4.3.2 First article submission. The contractor shall submit a first article sample consisting of 19 M24's.

4.4 Conformance inspection. When specified (see 6.2), samples shall be subjected to conformance inspection in accordance with Table I. Verification Levels (VL) shall be in accordance with MIL-STD-1916.

4.4.1 Inspection lot formation. Unless otherwise specified, lot formation shall be in accordance with MIL-STD-1916.

4.4.2 Lot size. The lot size shall be one (1) delivery order.

4.4.3 Lot identification. Each inspection lot shall be identified with a lot number. The reason for rejection of any inspection lot shall be recorded. When a rejection inspection lot is resubmitted after reconditioning, it shall be identified as such.

4.4.4 Conformance inspection rejection. Failure to meet any of the requirements shall be cause for rejection of the lot.

4.5 Methods of inspection.

4.5.1 Materials and construction. The verification of the material composition, material properties and construction related requirements shall be performed as specified in the specifications, standards and other documents referenced on the manufacturer's product drawings. Ambiguous requirements, or unspecified/unclear procedural descriptions (for example unspecified type, class or grade) shall be corrected during Design Verification and First Article so that the procedures used to demonstrate compliance are clear and documented.

4.5.2 Design. The hardware shall be manually and visually examined for any human factors related anomalies. All potential issues shall be documented.

4.5.3 Machine finish. Machined surfaces shall be subject to test in accordance with ASME

B46.1 measurement methodologies for surface texture measurement.

4.5.4 Soundness of weld. Magnetic particle inspection shall be performed in accordance with ASTM E 1444.

4.5.5 Touchup material. System components shall be subject to examination.

4.5.6 Human engineering characteristics. The M24 shall be subject to examination.

4.5.7 Final protective finish. Objective evidence that all parts are made with corrosion resistant material or coated with corrosion resistant material, and that all parts that are phosphate coated or electro-plated have the required thermal treatment, as specified in MIL-DTL-16232 or TT-C-490, shall be examined. This evidence along with the results of the following test shall determine conformance to the requirement.

4.5.7.1 Corrosion resistance. A rifle, complete with day optical sight and two fully loaded magazines, system carrying case, and all metallic repair parts and tools contained in the deployment/cleaning kits, with supplemental preservative oil, in accordance with MIL-PRF-3150, applied, shall be Salt Fog conditioned in accordance with MIL-STD-810E, Method 509.3. The complete rifle, day optical sight and both magazines shall be exposed to the salt fog environment during the entire test period. During salt fog test exposure, one (1) magazine shall be locked in the weapon. Components shall be removed from the test chamber at 48 hours for inspection. At the completion of 48 hours the rifle shall function fire both magazines without stoppages and there shall be no evidence of corrosion. The rifle and day optical sight shall then be fired and meet the targeting and accuracy requirement (see 3.17.22). At completion of t0-e test, the hinges of the system carrying case shall function without binding and all metallic parts shall show no evidence of corrosion. The procedure shall then be repeated for 96 hours.

4.5.8 Chemical resistance. The rifle, sighting systems except for the adjustment knobs, lenses and lens cover, and the exterior of the carrying cases shall be tested in accordance with TOP 3-2-609. The interior of the carrying case shall be tested for the chemicals listed in 3.13 in accordance with TOP 3-2-609.

4.5.9 NBC decontamination. An engineering analysis of all of the materials used in the rifle, sighting systems and the exterior of the carrying case shall be conducted to determine the NBC decontamination survivability of the materials.

4.5.10 Fungus resistance. The fungus resistance test shall be conducted on the rifle, sighting systems and carrying cases in accordance with MIL-STD-810. The test cycle shall be 28 days.

4.5.11 Cleaning kit. The cleaning kit shall be subject to examination.

4.5.12 Deployment kit. The deployment kit shall be subject to examination.

4.5.13 Workmanship. Workmanship shall be in accordance with MIL-W-13855. Finished items and parts shall not exhibit poor material and processing such as seams, laps, laminations, cracks, visible steps, sharp edges, nicks, scratches, burrs, deformations and missing operations which may affect serviceability, functioning, operation, appearance or safety. Fins and other extraneous metal shall be removed from cast or forged parts. Hammering to shape, salvage operations (including repair by welding except that normal cosmetic welding of surface blemishes on forgings or castings prior to heat treatment shall be permissible, except on barrels)

or other similar practices shall not be permitted without prior approval of the procuring activity.

4.5.14 Rifle.

4.5.14.1 Weight. The rifle, day optical sight, bipod, sling swivels, sling, sound suppressor, and one (1) magazine fully loaded with MK 248 MOD 0 (DODIC A191, 190 grain) ammunition shall be weighed using standard measurement and test equipment (SMTE).

4.5.14.2 Length. The rifle shall be measured from the back butt plate surface to the front surface of the sound suppressor when it is attached to the rifle using SMTE.

4.5.14.3 Maintainability. A demonstration of all necessary maintenance of the M24, using trained operators, government manuals, and tools provided with the system, shall be conducted.

4.5.14.4 Magazine. The magazine shall be loaded to full capacity and then inserted into the magazine well. All rounds shall be fired. After firing the person shall then, using one hand, depress the magazine release.

4.5.14.5 Bipod. The bipod shall be detached and reattached to the rifle using only tools in the deployment kit. Each leg of the bipod shall be adjusted individually, folded and then folded back.

4.5.14.6 Sling swivels. Sling swivels and rifle shall be subject to examination.

4.5.14.7 Sling. Sling requirements shall be verified by demonstration using trained operators.

4.5.14.8 Exterior surface. Exterior surfaces will be subject to a test in accordance with ASTM E308 using a CIE 1931 2-degree observer using 0" - 45" illumination.

4.5.14.9 Stock. The range of length of pull and comb adjustment shall be checked using a Government approved gage. If the adjustment is incremental, the length of each increment of adjustment between the required ranges shall be checked using a Government approved gage. The rifle shall be placed on a table with the stock in the minimum position. A command shall be given to start at the same time a Government approved stopwatch is started. The stock shall be adjusted to a length of pull of 14 inches minimum using only the tools available to the operator. The time to completion shall be recorded.

The stock shall be adjusted to a length of pull of 14 inches, minimum, using only the tools available to the operator under the following conditions:

a. By a person dressed in NBC clothing.

b. The rifle shall be conditioned for a minimum of four hours in a cold temperature chamber at -50°F ± 5°F. A person dressed in cold weather environmental clothing, with the outer arctic mitten removed, shall enter the chamber and the above procedure repeated.

c. The rifle shall be conditioned for a minimum of four hours in a hot temperature chamber at 145°F ± 5°F and the above procedure repeated.

4.5.14.10 Stock surface. Stock surface shall be subject to examination.

4.5.14.11 Bolt assembly. The rifle shall be placed on a table. A command shall be given to start at the same time a stopwatch is started. The bolt shall be removed and reinserted. The time shall be recorded.

4.5.14.12 Safety. Safety operation shall be determined by visual examination of the firing mechanism. With the safety in the safe position and the rifle unloaded and cocked, three attempts shall be made to fire the rifle. This examination shall be sufficient to ensure the safety shall prevent accidental discharge if a live cartridge were in the chamber. With the safety in the safe position, the force to move it to the fire position shall be measured. The required force to move it back to the safe position shall then be measured. Any evidence of the weapon firing while in the safe mode during any testing shall be cause for failure.

4.5.14.12.1 Design verification only. The above procedure shall be repeated under the following conditions:

a. By a person dressed in NBC (MOPP IV) hand gear, after which the safety shall be moved to the fire position.
b. After the rifle has been conditioned for a minimum of four hours in a hot temperature chamber at 145°F ± 5°F.
c. After the rifle has been conditioned for a minimum of four hours in a cold temperature chamber at -50°F ± 5°F, by a person dressed in cold weather environmental clothing with the outer arctic mitten removed.

4.5.14.13 Mounting interface - rifle. The rifle shall be visually examined, the angle of the rail in relation to the bore shall be measured, and accessories shall be mounted to the rifle.

4.5.14.14 Suppressor.

4.5.14.14.1 Suppressor interface. It shall be demonstrated that the suppressor can be attached and detached from the rifle by hand or with tools common to the sniper's deployment kit.

4.5.14.14.2 Suppressor dispersion. The rifle with suppressor attached shall be tested in accordance with targeting and accuracy (see 4.5.14.22) to determine conformance to the suppressor dispersion requirement.

4.5.14.14.3 Suppressor impact shift. The rifle with suppressor attached shall be tested in accordance with targeting and accuracy (see 4.5.14.22) to determine conformance to the suppressor impact shift requirement.

4.5.14.14.4 Noise. A noise test shall be conducted outdoors. Five rounds of MK 248 MOD 0 (DODIC A191, 190 grain) shall be fired. The peak sound pressure levels shall be measured at the locations given below, at a height of 4.921 feet (1.5 meters) to determine conformance to the requirement. The test shall then be repeated using a suppressed rifle and the peak sound pressure levels shall be measured at the locations given below, at a height of 4.921 feet (1.5 meters).

Shooter's left ear.
16.4 feet (5 meters) to the rear of the muzzle of the weapon.
16.4 feet (5 meters) to the left of the muzzle of the weapon.

16.4 feet (5 meters) to the left rear of the muzzle of the weapon, at 45°.

The peak sound pressure level is defined as:

$$PPL_x = 160.5 + 6.64 \log_{10} \frac{200}{T} \; ; for \; T \leq 200$$

$$PPL_x = 160.5 \; ; for \; T > 200$$

Where PPL = peak sound pressure level dB
T = B – duration in msec

4.5.14.14.5 Suppressor sleeve. The suppressor sleeve requirement shall be validated by live fire demonstration.

4.5.14.15 Flash hider. Illuminance shall be measured using standard measuring and test equipment (SMTE).

4.5.14.16 Chamber dimensions (GUIDE). Chamber dimensions shall be measured using standard measuring and test equipment (SMTE).

4.5.14.17 Headspace dimensions (GUIDE). Headspace shall be measured using standard measuring and test equipment (SMTE).

4.5.14.18 Trigger. This test shall be performed using standard measuring and test equipment (SMTE).

4.5.14.18.1 Trigger pull force. The trigger pull force shall be set between the trigger pull force limits specified in the trigger requirement (see 3.17.18). The rifle shall be cocked and the selector level shall be placed in the "fire" position. A force gage shall be attached to the midpoint of the exposed forward surface of trigger. A force shall be gradually applied to the trigger and exerted in a line parallel to the axis of the barrel bore until the firing mechanism is released. The force shall be recorded. The above procedure shall be repeated a total of five times. To be acceptable all of the readings shall be within the trigger pull force limits specified in the trigger pull requirements.

4.5.14.18.2 Trigger pull force retainability. After completion of the trigger pull force and the trigger pull force after targeting and accuracy tests, the rifle shall be manually cycled and the trigger pulled to release the firing mechanism a total of 500 times. The trigger pull force shall again be measured in accordance with the trigger pull procedure above. To be acceptable, all five (5) trigger pull force readings shall be within ± 8 ounces of the average of those measured during the trigger pull force test.

4.5.14.19 Functioning. During targeting and accuracy (see 4.5.14.22), the rifle shall be checked to assure that there are no malfunctions or unserviceable parts or pierced primers. Upon completion of the test, the day optical sight shall be checked for cleanliness and optical quality (see 3.18.11). In the event of the occurrence of any stoppages during the functioning test, a retest shall be allowed consisting of firing 100 rounds. To be acceptable, no stoppages, malfunctions, unserviceable parts or pierced primers shall occur during the retest.

4.5.14.20 Endurance. The endurance test shall be performed by firing each rifle with the day

optical sight attached, a total of 10,000 rounds. The rifle shall be fired from a test fixture under ambient environmental conditions. The ammunition used for this test shall be as specified in 3.17.19. All rounds fired shall be counted.

4.5.14.20.1 Firing procedure. The firing rate may vary between 60 shots and 240 shots per hour. The rifle shall be cleaned, decoppered and lubricated according to the manufacturer's recommended frequency using the cleaners and lubricants identified below (see 4.5.14.20.5).

4.5.14.20.2 Replacement of parts. No parts shall be altered during the test. Broken parts that affect function and those parts that are worn to the extent they are unserviceable shall be replaced. The contractor shall provide replacement parts as required to complete the test at no additional cost to the Government.

4.5.14.20.3 Component inspection. The barrel receiver and bolt shall be magnetic particle inspected at 10,000 rounds. Magnetic particle inspection shall be done in accordance with ASTM E 1444.

4.5.14.20.4 Barrel accuracy. The barrel accuracy shall be checked after 1965 rounds have been fired. Testing shall be conducted in accordance with 4.5.14.22.

4.5.14.20.5 Cleaning and lubrication. The rifle shall be cleaned and lubricated with the cleaners and lubricants specified below according to the manufacturer's recommended cleaning/lubrication frequency.

4.5.14.20.5.1 Lubrication. The rifle shall be lubricated using lubricant in accordance with MIL-L-46000 (LSA) or MIL-PRF-63460.

4.5.14.20.5.2 Cleaning. The rifle shall be cleaned using a cleaning solvent in accordance with MIL-C-372.

4.5.14.20.6 Failure definition. A failure is defined as one or more of the following (Note: From the user's perspective MRBEFF includes only those failures that are non-operator correctable and cause functionality loss of the rifle and/or day optical sight):

a. Any stoppage that cannot be corrected by the operator within 10 seconds.

b. Any parts that are replaced due to normal use. Each part that is replaced shall be counted as one failure, except where the parts failures are interrelated. In this case, all the parts failures that are interrelated, shall be counted as one failure. This excludes barrel replacement after 2,000 rounds have been fired.

c. Visually observed crack in the bolt, barrel extension, or barrel.

d. Inadvertent firing of more than one round at a time.

e. The maximum change, after zeroing, between the point of aim and the center of impact exceeds 0.5 MOA within 100 rounds.

4.5.14.20.7 Stoppage definition. A stoppage is defined as one or more of the following (Note: From the user's perspective MRBS includes all essential function failures (EFFs) - those that are operator correctable and non-operator correctable):

a. A stoppage is defined as any incident resulting in unplanned cessation in firing or inability to commence firing. This includes stoppages traceable or chargeable to an unserviceable part. Descriptions include, but are not limited to, failures to feed, extract, eject, close, fire, or failure to function of the magazine.

b. When it is established that previously recorded stoppages are attributable to an unserviceable part, these shall not be counted against the rifle being tested, provided they occurred not more than 200 rounds prior to replacement of the unserviceable part. These 200 rounds shall have been fired with the unserviceable part.

c. Also stoppages attributed to ammunition shall not be counted against the rifle/magazine being tested. However, these stoppages shall be recorded and properly identified with supporting analysis (see 6.3).

4.5.14.20.8 Reliability acceptance criteria. To demonstrate the reliability requirements with 80% confidence the following acceptance criteria shall be applied to each test weapon individually.

MRBEFF Accept - 2 failures or less Reject - 3 or more failures
MRBS Accept - 5 stoppages or less Reject - 6 or more stoppages

Note: The number of allowable failures and stoppages are calculated using the chi-square statistical distribution at 80% statistical confidence.

4.5.14.20.9 Aim point retention. At the start of the reliability test, the day optical sight shall be zeroed and attached to the weapon according to the manufacturer's instructions. Twenty shots shall then be fired to establish a baseline calculated center of impact. Testing shall be performed with targets placed at a range of 300 meters and all rounds shall be fired without the suppressor attached. After 200 rounds have been fired the above procedure shall be repeated. To be acceptable, the distance between the original calculated center of impact and the calculated center of impact after 200 rounds have been fired shall be 1.72 inches or less.

4.5.14.21 High pressure resistance. The rifles shall be tested for high-pressure resistance by firing one high-pressure test cartridge in each rifle. Cartridges shall produce proof pressures derived from service load standard deviations as specified in ANSI/SAAMI 2299.4 using MK 248 MOD 1 (DODIC AB43, 220 grain) ammunition as the service load. After proof firing the rifles shall be visually examined for cracks, deformations and other evidence of damage, and cartridge cases shall be visually examined for bulges, splits, rings and other defects caused by defective barrels. As a minimum, the barrel, bolt and receiver shall be examined by magnetic particle for cracks, and other evidence of damage, in accordance with ASTM E 1444. Proof marks shall be applied to rifles that have passed this test.

4.5.14.22 Targeting and accuracy. Testing of rifles with day optical sight for targeting and accuracy shall be accomplished with the rifle held in a Government approved machine rest. The range shall be as specified in 3.17.22. The ammunition shall be as specified in 3.17.19. All firing shall begin with the magazine filled to capacity. Before each rifle is fired for record, up to

ten (10) shots may be fired to foul the bore, seat the weapon, settle the rifle action and sight the weapon. A series of ten (10) shots shall be fired at a single target, maintaining the same point of aim, without the suppressor attached. The center of impact shall be calculated by taking the average of the X and Y coordinates of each shot. The average mean diameter shall be calculated by doubling the average of the radial distances to each shot from the calculated center of impact (see 6.9).

Three series of five shots shall be fired at three separate targets for a total of 15 shots with the suppressor attached to the rifle. The suppressor shall be removed and reattached to the rifle between the series of shots fired with the suppressor. The center of impact of each series of shots shall be calculated by taking the average of the X and Y coordinates of each shot. The average mean diameter shall be calculated by doubling the average of the radial distances to each shot from the calculated center of impact. Each of the series of shots shall meet the dispersion requirement.

The same point of aim shall be retained for all targets fired. A Government approved stop watch shall be started coincident with the firing of the first shot for record. It shall be stopped as soon as the last shot in the magazine is fired. This procedure shall be repeated until all 25 shots for record have been fired. The total time used for firing shall then be recorded. This time is then to be divided by 25 to determine the average firing rate. To be acceptable, the firing rate shall be 3 shots per minute or greater.

The four targets shall be suitably identified with a common reference coordinate system to accomplish the measuring required to determine the targeting and accuracy (see 3.17.22) and suppressor impact shift (see 3.17.14.3) requirements. The targets shall then be checked to determine whether all the targeting and accuracy requirements and suppressor impact shift requirements have been met. To be acceptable each group of targets shall meet the targeting and accuracy requirements.

To determine conformance to the suppressor impact shift requirement, the calculated center of impact of each series of five shots fired with the suppressor attached shall be compared to the calculated center of impact of the series of shots fired without the suppressor attached to the rifle. To be acceptable, the mean point of impact of each five shot group fired with the suppressor attached shall meet suppressor impact shift requirements.

4.5.14.23 Drop survability - rifle. The rifle, with day optic scope detached, shall be dropped onto a dirt surface. The dirt shall have a minimum soil penetration resistance of 750 pounds per square inch at a depth between one and one and one half inches. The soil penetration resistance shall be measured at a depth of 1 to 1 1/2 inches using a cone penetrometer. A minimum of three readings at least six inches apart shall be made in the area the rifle is to be dropped (a maximum of six inches away from where the rifle will impact). The safety shall be placed in the safe position and an empty (bullet pulled and no propellant) but primed MK 248 cartridge inserted in the chamber. The rifle shall then be attached to a test fixture in the following orientations; barrel down, butt end down, right side down, left side down, 45 degree angle with vertical plane - butt end down, and top side down. The rifle shall be released from each of these orientations and allowed to free fall a minimum distance of five feet onto the dirt surface. Upon completion of this test, each rifle shall be visually inspected for damage, rezeroed and shall then be subjected to

the targeting and accuracy test (4.5.14.22).

4.5.14.24 Firing pin (GUIDE). This test will be performed using STME to measure firing pin protrusion relative to the bolt face.

4.5.14.25 Temperature extremes. Three rifles with the day optical sight shall be used for this test. The rifles shall be fired at the rate of between 60 shots and 240 shots per hour and cleaned and lubricated in accordance with the manufacturers recommended instructions. For the cold temperature test, the bolt assembly from each rifle shall be disassembled, cleaned with solvent in accordance with MIL-PRF-372, dried and reassembled dry. The rifles shall then be conditioned in a cold temperature chamber at -50° ± 5°F for a minimum of four hours before testing begins. A person dressed in cold weather environmental clothing with the outer arctic mitten removed, shall enter the chamber, load the magazine, insert the magazine in the rifle or load the rifle, and fire 100 shots with each weapon. Upon completion of this test, the day optical sight shall be checked for looseness. The rifles shall then be cleaned and lubricated using LSA (MIL-L-46000) or CLP (MIL-PRF-63460). The rifles shall then be conditioned in a hot temperature chamber at 145° ± 5°F. A person shall enter the chamber and fire 100 shots with each weapon. To be acceptable all shots must fire without any stoppages, as defined in 4.5.14.20.7, and the day optical sight shall not become loose.

4.5.14.26 Special clothing. Two rifles shall be used for this test. An operator dressed in N.B.C. clothing shall load the magazine, insert the magazine in the rifle or load the rifle. The operator shall then fire four shots with each rifle. To be acceptable, all shots shall fire without any stoppages attributable to the clothing.

4.5.14.27 Interchangeability. The rifle shall be tested for the interchange of repair parts by disassembling and then reassembling parts using the parts and pre-arranged system specified below. Interchange of parts shall be accomplished by dividing the parts of each M24 into 10 groups of non-mating parts. The parts shall be distributed in groups into 10 different trays until each tray contains parts of a complete M24. Groups of parts from the first M24 shall be taken in order and placed in trays 1 through 10; groups of parts from the second M24 shall be taken in order and placed in trays 2 through 10 to 1; groups of parts from the third M24 shall be taken in order and placed in trays 3 through 10 to 2, etc. Commercial parts such as screws, spring pins, etc., shall be placed in the same tray as their mating or associated part. Any commercial part rendered unserviceable by disassembly shall be replaced without penalty to the interchangeability test. The M24 shall be reassembled using only those parts which are in the same tray. The rifle shall then be subjected to the headspace test (4.5.14.17) and firing pin test (4.5.14.24). The rifle shall then be subjected to the targeting and accuracy (4.5.14.22) and functioning test (4.5.14.19).

4.5.14.28 Muzzle velocity. Five rounds of MK 248 MOD 0 (DODIC A191, 190 grain) ammunition shall be fired and muzzle velocity recorded within 5 feet of the muzzle using STME. To be acceptable, all measurements shall meet muzzle velocity requirements.

4.5.14.29 Iron sights. It shall be demonstrated that the iron sights do not interfere with the mounting and/or employment of the rifle's primary optic/electro-optic(s).

4.5.14.29.1 Range. This requirement will be verified by analysis. Iron sight elevation adjustment range in combination with top mounting rail declination (if any) of the rifle will be

compared to established MK 248 MOD 0 and MK 248 MOD 1 external ballistics data for the average muzzle velocity (see 4.5.14.28) produced by the rifle for both rounds.

4.5.14.29.2 Detachability. The iron sights shall be installed and zeroed to the weapon. Ten shots shall be fired at 100 meters to establish a baseline center of impact. The iron sights shall be removed and then reinstalled on the weapon. Ten more shots shall be fired using the same aim point as before. The impact shift of the calculated center of impact of each shot group shall be no greater than 1.15 inches and only deployment kit tools shall be used if tools are necessary to remove and attach the iron sights.

4.5.14.29.3 Adjustability. The azimuth and elevation adjustments shall be adjusted to each extreme position two times. The full range of adjustment shall be checked for tactile clicks.

4.5.15 Day optical sight.

4.5.15.1 DOS mounting interface. The day optical sight shall be attached and detached from the MIL-STD 1913 rail to determine conformance to the requirement.

4.5.15.2 Magnification. The magnification of the day optical sight shall be measured using standard optical measuring equipment.

4.5.15.3 Ballistic adjustments.

4.5.15.3.1 Elevation and windage adjustment. A collimator which has a reticle capable of measuring to a minimum resolution of 0.1 milliradians shall be used for this test. The day optical sight shall be rigidly mounted to a test fixture. View through the day optical sight and line up the reticle with the collimator reticle. The elevation and windage knobs shall be rotated as specified in 3.18.3.1. To be acceptable, the zero position of the day optical sight as defined by the intersection of the vertical and horizontal reticle lines shall not have moved more than the tolerance specified in 3.18.3.1.

4.5.15.3.2 Bullet drop compensation. This requirement will be verified by analysis. BDC markings will be compared to established MK 248 MOD 0 and MK 248 MOD 1 external ballistics data for the average muzzle velocity (see 4.5.14.28) produced by the rifle for each round.

4.5.15.4 Reticle. Reticle properties shall be measured using standard optical measuring equipment.

4.5.15.4.1 Cover plate . The coverplate requirement shall be verified using standard optical measuring equipment.

4.5.15.4.2 Index match & scale. The index match & scale requirement shall be verified using standard optical measuring equipment.

4.5.15.5 Optical Glass. Objective evidence that all glass is of high quality in accordance with MIL-PRF-13830 shall be examined to determine conformance to the requirement.

4.5.15.6 Parallax. Parallax shall be checked by sighting through the day optical sight and observing a point on the target at the distance specified in 3.18.6 with respect to a corresponding point of the day optical sight reticle in close proximity to the optical axis. Parallax shall be recognized as any apparent displacement of the target image in relation to the reticle image when

the observer's head is moved. The displacement of the target image shall not exceed the limit specified in 3.18.6.

4.5.15.7 Eye piece focus. This test shall be performed with the aid of a calibrated dioptometer with a magnification of at least 3 power and a diopter measuring range of at least plus and minus 4 diopters. Adjust the dioptometer eyepiece for best focus of the dioptometer reticle and set the dioptometer diopter scale to zero. Adjust the eyepiece of the day optical sight to each extreme direction and obtain a clear sharp image of the day optical sight reticle while viewing through the dioptometer to determine conformance with 3.18.7.

4.5.15.7.1 Eyepiece and zoom torque. Eyepiece and zoom torque shall be verified utilizing STME.

4.5.15.8 Resolution. This test shall be performed utilizing an auxiliary telescope with a magnification of at least 3 power (3X), a resolving power chart, and a supporting medium to receive this test equipment as well as the day optical sight to be tested. The resolving power chart shall be either figure I of MIL-PRF-13830 or the National Bureau of Standards (NBS) High Contract Resolution Test Chart 1952 that forms a part of NBS Circular 533. The test method and procedure shall be in compliance with the "Resolution Test" specified in MIL-O-13830. The limit of resolution shall be within the value specified in 3.16.9 as determined by viewing through the auxiliary telescope.

4.5.15.9 Laser filter unit (LFU) interface (GUIDE). The internal threaded on the DOS housing shall be visually inspected and measured using thread gauges.

4.5.15.10 Clear eye distance. Clear eye distance shall be measured using standard optical measuring equipment.

4.5.15.11 Cleanliness and optical quality. Following all testing the Day Optic Sight shall be examined to verify cleanliness and optical quality.

4.5.15.12 Watertightness. The day optical sight shall be placed in a container of water at ambient temperature and subjected to a minimum depth of 3.28 feet (one meter) for one hour. There shall be no evidence of moisture or fogging.

4.5.15.13 Sealing. The day optical sight shall be placed in a test chamber and the pressure reduced to at least -5.4 pounds per square inch gage. Once this pressure is reached, it shall be maintained for a minimum of 7 1/2 hours. At the end of this time, the vacuum pump shall be turned off and the valves to the chamber closed. Water vapor shall then be introduced into the chamber until a condition of water vapor condensing exists. This condition shall be maintained while the chamber is slowly brought to atmospheric pressure. The total time of this condition shall be a minimum of 1/2 hour. The day optical sight shall then be removed from the chamber and examined for the presence of water vapor within the day optical sight. To be acceptable, there shall be no evidence of water vapor within the day optical sight.

4.5.15.14 Exterior surface. Exterior surfaces shall be visually examined.

4.5.15.15 Reattachment. This test shall be performed after the targeting and accuracy test (4.5.14.22). Three rifles, with day optical sight, shall be used. The day optical sight shall be removed and reattached for a total of 180 cycles in accordance with the manufacturer's recommended instructions. Throughout this test the scope rings must be aligned with the same

slot of the base mount/receiver from which it was removed. The change in zero of the day optical sight, as defined by the intersection of the horizontal and vertical reticle lines in relation to the bore of the rifle, shall be recorded after each of the required 180 cycles. An auto-collimator which is accurate to 0.5 seconds of arc, a muzzled reference mirror rigidly attached to the muzzle of the rifle and a light source which will project light through the day optical sight to the collimator shall be used to measure the change in zero. The distance between the auto-collimator reticle as reflected from the muzzle mirror and the projected day optical sight reticle is the change in zero. To be acceptable, the change in zero shall not exceed the value specified in 3.18.15.

4.5.15.16 Drop survivability - day optical sight with carrying case. A total of two day optical sight carrying cases with the day optical sight inside shall be used for this test. One day optical sight carrying case shall be conditioned in a cold temperature chamber (-50°F ± 5°F) for a minimum of 24 hours. The remaining one day optical sight carrying case shall be conditioned in a hot temperature chamber (145°F ± 5°F) for a minimum of 24 hours. The two sets of day optical sight carrying cases shall be subjected to the test in 4.5.15.16.1 either while still inside the chamber or immediately after removal from the chamber. If the drop test is performed outside of the chamber, the test shall be completed within three minutes of removal from the chamber.

4.5.15.16.1 Orientations. The day optical sight carrying case with the day optical sight inside shall be attached to a test fixture in each of the following six orientations: top, bottom, two adjacent sides, and two diagonally opposed corners. The day optical sight carrying case shall be released from each of these orientations and allowed to fall a minimum distance of seven feet onto a one inch steel plate backed by concrete. Upon completion of this test, the day optical sight shall be examined for structural and functional damage. The day optical sight shall be subjected to the optical tests (4.5.15.8, 4.5.15.6, and 4.5.15.3.1 (ambient only), the watertightness test (4.5.15.12) and the sealing test (4.5.15.13).

4.5.15.17 Drop survivability - day optical sight. A total of three day optical sights are to be drop tested. Each of the three day optical sights shall be used for one of three orientations. The day optical sight shall be dropped on a dirt surface. The soil penetration resistance shall be measured at a depth of 1 to 1 1/2 inches using a cone penetrometer. A minimum of three readings at least six inches apart shall be made in the area the day optical sight is to be dropped (a maximum of six inches away from where the day optical sight will impact). The day optical sight shall then be attached to a test fixture in the following three orientations: both ends and the knobs pointing down. The day optical sight shall be released from each of these orientations and allowed to free fall a minimum distance of two feet onto the dirt surface. Upon completion of the test, the day optical sight shall be subjected to the optical tests (4.5.15.8, 4.5.15.6, and 4.5.15.3.1 (ambient only), the watertightness test (4.5.15.12) and the sealing test (4.5.15.13).

4.5.15.18 Lens cover. The lens covers shall be inspected by hand to determine that they can be opened and closed while still remaining attached to sight, and that they stay open during use.

4.5.16 System carrying case. The system carrying case shall be subject to examination.

4.5.16.1 Drop survivability. A total of two system carrying cases are to be drop tested. One system carrying case with its full contents shall be conditioned in a cold temperature chamber (-40°F ± 5°F) for a minimum of 24 hours. The remaining one system carrying case with its full contents shall be conditioned in a hot temperature chamber (145°F ± 5°F) for a minimum of 24

hours. The two system carrying cases with its full contents shall be subjected to the test in 4.5.16.1.1 either while still inside the chamber or immediately after removal from the chamber. If the drop test is performed outside the chamber, the test shall be completed within ten minutes of removal from the chamber.

4.5.16.1.1 Orientations. The system carrying case shall be attached to a test fixture in each of the following orientations: top, bottom, two adjacent sides and two diagonally opposed corners. The system carrying case shall be released from each of these orientations and allowed to fall a minimum distance of 30 inches onto a one inch steel plate backed by concrete. Upon completion of this test, the system carrying case shall be visually examined for any structural or functional damage. All of the contents shall be examined for any physical damage.

4.5.16.2 Transportation vibration. This test shall be performed at the completion of the system case drop test. The system carrying case shall be subjected to the cold temperature transportation vibration test in accordance with MIL-STD-810E, Method 514.4 "VIBRATION". Upon completion of the test, the system carrying case shall be examined for structural damage and the rifle and day optical sight shall be examined for physical damage. The rifles with the day optical sight mounted cases shall be subjected to the targeting and accuracy test. To be acceptable, there shall be no evidence of structural damage to the case and the rifle shall meet targeting and accuracy requirements.

4.5.16.3 Rain/moisture. The system carrying case with all of its contents inside shall be placed inside a rain chamber. Rain and wind shall be applied at the rate specified in 3.19.3 for 1/2 hour. Upon completion of the test, the rifle shall be removed from the case and examined for wetness. To be acceptable, there shall be no wetness inside the case.

4.5.16.4 Pressure retention. The pressure relief valve shall be removed from the carrying case and a suitable adaptor shall be installed which will permit dry compressed air to pressurize the case. A pressure regulator shall be used to prevent over pressurization. The case shall be pressurized to a positive pressure of 0.50 ± 0.05 psig (13.8 ± 1.4 in. of water) and the air supply shut off. The pressure shall be allowed to stabilize for 15 minutes. If the pressure falls outside 0.50 ± 0.05 psig range during the stabilization period, the case shall be repressurized to 0.50 ± 0.05 psig. Record the actual pressure in the case. Allow the container to remain in this condition for 6 minutes and record the pressure. If the pressure drop after 6 minutes exceeds the requirement in 3.19.4 the case shall be rejected.

4.5.16.5 Marking. Each rifle shall be visually examined to verify marking.

5.0 PACKAGING

5.1 Packaging requirements. The requirements for packaging shall be in accordance with ASTM-D3951. The quantity of unit pack shall be one each.

5.2 Marking. Marking shall be in accordance with MIL-STD-129.

6.0 NOTES

(This section contains information of a general or explanatory nature that may be helpful, but is not mandatory).

6.1 Intended use. The M24 furnished to this specification are intended for sniper purposes.

6.2 Acquisition requirements. Procurement documents should specify the following:

a. Title, number, and date of this purchase description.

b. Requirements for design verification (see 4.2).

c. Requirements for first article (see 4.3).

d. Requirements for quality conformance inspection (see 4.4).

e. Government furnished material or equipment

f. Packaging requirements

g. Applicable national stock number

h. Disposition instructions for endurance tested rifles and first article rifles.

6.3 Failure data. If the requirements cited herein are not met, acceptance of the M24 will be deferred and, as appropriate, the following actions should be accomplished in a timely manner:

a. Conduct a failure analysis study of the components that are suspected to have caused the failure or malfunction.

b. Evaluate and correct the applicable production processes and procedures to prevent recurrence of the same defect(s) in future production.

c. Examine all completed and in-process product, including components and subassemblies, to ensure that material containing the same defect is purged from the inventory and not presented for acceptance.

d. Submit the results of the failure analysis and the corrective actions taken to the PCO for approval prior to submitting any reconditioned material for retest.

6.4 Army-type designator. The appearance of type designators in contracts, invitation to bid, specifications, drawings, etc. does not in itself constitute official type designation assignment. Only those type designators approved and issued in full accordance with 4.2.4.3 of MIL-STD-1464 are considered officially assigned. Government direction for appropriate nomenclature will be provided following Design Verification.

6.5 Peak sound pressure. The true peak value is the maximum value of the noise waveform. The impulse measurement is an integrated measurement. The true peak reading should only be used when determining peak sound pressure level. (Reference: http://www.osha.gov/dts/osta/otm/noise/exposure/instrumentation.html)

6.6 Protective finishes. The following finishes are recommended for metallic components:

Carbon Steel - Manganese or Zinc Phosphate (reference MIL-STD-171)
Aluminum - Hard Coat Anodic Coating (reference MIL-STD-171)

Corrosion Resistant Steel - Black Oxide (reference MIL-STD-171)

6.7 Configuration. The M24 includes the following components:

Rifle
MIL-STD 1913 Picatinny Rails
Detachable iron sights (objective requirement)
System carrying case
Bipod
Five (5) detachable box magazines
Sling
Day optical sight
DOS mounting interface
Combination acoustic, flash, and blast suppressor
Suppressor sleeve
Flash hider
DOS carrying case
Deployment kit
Cleaning kit

6.8 Standards. To obtain Optical Surface Quality Standards if required contact the following office: US ARMY RDECOM-ARDEC, AMSRD-AAR-QEP-B, Picatinny Arsenal, NJ 07806-5000 (email address: QESA-QEP@pica.army.mil).

6.9 Definitions.

a. Analysis. An element of verification that uses established technical or mathematical models or simulations, algorithms, charts, graphs, circuit diagrams, or other scientific principles and procedures to provide evidence that stated requirements were met.

b. Average mean diameter. The average distance of each round in a shot group relative to the calculated center of impact of that shot group multiplied by two.

c. Cast-off/cast-on adjustment. The horizontal deviation of the butt away from the center line of the gun.

d. Comb height. The vertical deviation of the cheek rest relative to the top surface of the stock.

e. Demonstration. An element of verification that involves the actual operation of an item to provide evidence that the required functions were accomplished under specific scenarios. The items may be instrumented and performance monitored.

f. Essential Function Failure (EFF). Essential functions of the M24 are identified in the Failure Definition and Scoring Criteria for the M24, and can be found in 4.8.1.1.4 and 4.8.1.1.5.

g. Examination. An element of verification that is generally nondestructive and typically includes the use of sight, hearing, smell, touch, and taste; simple physical manipulation; and mechanical and electrical gauging and measurement.

h. Length of pull. Distance from the forward face of the trigger to the end of the butt plate.

i. Mean Rounds Between Essential Function Failure (MRBEFF). The average number of rounds that can be fired without incurring failures as listed in 4.5.14.20.6.

j. Special tools. Tools that are not common to the armorer's tool kit or the deployment kit specified herein.

k. Test. An element of verification in which scientific principles and procedures are applied to determine the properties or functional capabilities of items.

ADDENDUM 1: OFFEROR SPECIFIC ADDENDUM TO TAILOR GUIDE REQUIREMENTS/VERIFICATION METHODS

Instructions: Offerors have the option to use this addendum to tailor requirements and verification methods which are designated by (GUIDE) in this purchase description to conform to the physical configuration and/or manufacturing methodology presented by an offeror. If guide requirements are tailored, the offeror must thoroughly address the intent of the requirement/verification method as it is presented in its untailored form. Tailored requirements/verification methods shall be more specific than those currently presented and may be detailed in nature (i.e. defined by technical drawings, geometric dimensioning and tolerancing, etc.). This addendum, if utilized by the offeror to tailor guide requirements, shall be included in Volume I of the offeror's written proposal.

Applicability: The tailored GUIDE requirements/verification methods submitted herein shall replace the above GUIDE requirements/verification methods in the purchase description and will become part of the purchase description at contract award.

Guide Requirements

Chamber dimensions (GUIDE). The chamber shall conform to the chamber dimensions and tolerances as specified in ANSI/SAAMI 2299.4 for .300 Winchester Magnum Ammunition.

Headspace dimensions (GUIDE). The headspace dimension and tolerance shall conform to that specified in ANSI/SAAMI 2299.4 for .300 Winchester Magnum Ammunition.

Firing pin (GUIDE). The firing pin shall deliver enough energy to reliably (see 3.17.20.1) ignite MK 248 MOD 0 (DODIC A191, 190 grain) and MK 248 MOD 1 (DODIC AB43, 220 grain) primers. The firing pin design and operation shall not contribute to primer malfunctions that can be related to excessive deformation of the primer (e.g. pierced primers, loose primers, escape of gas around the primer cup, etc.).

Laser filter unit (LFU) interface (GUIDE). The DOS objective housing shall have an internally threaded interface to allow for attachment of an LFU. The LFU shall be furnished by the Government upon final selection of the DOS.

Guide Verification Methods

Chamber dimensions (GUIDE). Chamber dimensions shall be measured using standard measuring and test equipment (SMTE).

Headspace dimensions (GUIDE). Headspace shall be measured using standard measuring and test equipment (SMTE).

Firing pin (GUIDE). This test will be performed using STME to measure firing pin protrusion

relative to the bolt face.

Laser filter unit (LFU) interface (GUIDE). The internal threaded on the DOS housing shall be visually inspected and measured using thread gauges.

PURCHASE DESCRIPTION
(15 January 2010 Revision)

RIFLE, .300 WINCHESTER MAGNUM, SNIPER W/ DAY OPTICAL SIGHT AND CARRYING CASES, M24 RECONFIGURED

1.0 SCOPE

1.1 Scope. This specification covers the performance, characteristics, firing, packaging and quality assurance requirements for the Rifle, .300 Winchester Magnum, Sniper with day optical sight and carrying cases, M24 Reconfigured.

1.2 System components. The reconfigured M24 system, hereafter referred to as M24, is comprised of a rifle, a detachable bipod, a detachable day optical sight and mounting interface with a carrying case, sound suppressor and thermal sleeve, detachable iron sights, sling, deployment kit, cleaning kit, five (5) detachable box magazines and a system carrying case for all of the components.

1.3 Requirement levels. This specification identifies two values for certain requirements. The threshold value (T) is the minimum acceptable value and the objective value (O) is the desired value for which the performance of the reconfigured M24 results in an operationally significant increase in capabilities. All requirements not noted are threshold requirements.

1.4 Tailorability. Because of the variety of non-developmental hardware configurations currently available, this purchase description, where applicable, contains guide requirements and verification methods that ***may be tailored*** to conform to the physical configuration and/or manufacturing methodology presented by an offeror. It is the offeror's responsibility to complete the guide requirements and verification methods addendum in this purchase description (see Addendum 1) and submit the addendum with their proposal. Guide requirements and verification methods are designated in this purchase description by "(GUIDE)" after the applicable requirement or verification method title.

2.0 APPLICABLE DOCUMENTS

2.1 Government documents.

2.1.1 Specifications, standards and handbooks. The following specifications, standards, and handbooks form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those cited in the solicitation or contract.

Comments, suggestions or questions on this document should be addressed to: U.S. Army ARDEC, ATTN: RDAR-QEW-C, Picatinny Arsenal, NJ 07806-5000, or emailed to vincent.barbato@us.army.mil.

SPECIFICATIONS

MILITARY

MIL-DTL-117	Bag, Sleeve and Tubing - Interior Packaging
MIL-PRF-372	Cleaning Compound, Solvent
MIL-C-675	Coating of Glass Optical Elements (Antireflection)
MIL-A-8625	Anodic Coatings, for Aluminum and Aluminum Alloys
MIL-PRF-13830	Optical Components for Fire Control Instruments, General Specification Governing the Manufacture, Assembly and Inspection of
MIL-W-13855	Weapons: Small Arms and Aircraft Armament Subcomponents, General Specification for
MIL-PRF-14107	Lubricating Oil, Weapons, Low Temperature
MIL-L-46000	Lubricant, Semi-Fluid (Automatic Weapons)
MIL-C-46477	Cartridge, 7.62mm, NATO, Test, High Pressure, M60
MIL-C-46934	Cartridge, 7.62mm, NATO, Special Ball, M118
MIL-PRF-63460	Lubricant, Cleaner and Preservative for Weapons and Weapons Components
MIL-W-63150	Weapons and Support Materiel Standard Quality Assurance Provisions for

STANDARDS

FEDERAL

FED-STD-595	Colors Used in Government Procurement

MILITARY

MIL-STD-109	Quality Assurance Terms and Definitions
MIL-STD-129	Marking for Shipment and Storage
MIL-STD-130M	Identification Marking of US Military Property
MIL-STD-171	Finishing of Metal and Wood Surface
MIL-STD-810	Environmental Test Methods
MIL-STD-1472	Human Engineering Design Criteria for Military Components, Equipment and Facilities
MIL-STD-1474	Noise Limits for Army Materiel

HANDBOOKS

MIL-HDBK-759	Human Factors Engineering

(Unless otherwise indicated, Copies of these documents are available online at http://assist.daps.dla.mil/quicksearch/ or http://assist.daps.dla.mil from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094.)

2.1.2 Other Government documents, drawings, and publications. The following other Government documents, drawings, and publications form a part of this document to the extent specified herein. Unless otherwise specified, the issues are those cited in the solicitation.

DRAWINGS (See 6.6)

U.S. ARMY ARMAMENT, RESEARCH, DEVELOPMENT AND ENGINEERING CENTER (ARDEC)

PRODUCT AND PACKING DRAWINGS

7141245	Sling, Leather, M1907
5564174	Brush, Cleaning, Cal .30

NATICK LAB DRAWING

D2-2-282	Cleaning Pouch

PUBLICATIONS

DEPARTMENT OF DEFENSE

TOP 3-2-609	Chemical Compatibility of Non-Metallic Materials

DEPARTMENT OF NAVY SPECIFICATIONS[1]

DS/4083/C03/1312	Detail Specification for Cartridge, Caliber .300 Winchester Magnum, Match Grade, MK 248 MOD 0, DODIC A191, NSN 1305-01-018-1547
DS/JXNN/C08/1604	Detail Specification for Cartridge, Caliber .300 Winchester Magnum, Match Grade, MK 248 MOD 1, DODIC AB43, NSN 1305-01-568-7504

(Unless otherwise indicated, Copies of these documents are available online at http://assist.daps.dla.mil/quicksearch/ or http://assist.daps.dla.mil from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094.)

2.2 Non-government publications. The following documents form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those cited in the solicitation or contract.

INTERNATIONAL ORGANIZATION FOR STANDARDIZATION

[1] Contact procuring agency for a copy of Mk248 specifications

ISO 9000 Quality Management Components – Fundamentals and Vocabulary

SOCIETY OF AUTOMOTIVE ENGINEERS (SAE)

AMS 2469 Hard Anodic Coating Treatment of Aluminum and Aluminum Alloys Processing and Performance Requirements

(Copies of this document are available online at http://www.sae.org or from the Society of Automotive Engineers, 40 Commonwealth Drive, Warrendale, PA, 15096).

AMERICAN SOCIETY OF MECHANICAL ENGINEERS

ASME B46.1 Surface Texture (Surface Roughness, Waviness and Lay)
ASME E 1444 Standard Practice for Magnetic Particle Testing
ASME Y 14.24 Types and Applications of Engineering Drawing

(Copies of this document are available online at http://www.asme.org or from the American Society of Mechanical Engineers, Three Park Avenue, New York, NY 10016-5990)

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM-B117 Standard Method of Salt Spray (Fog) Testing
ASTM-D3951 Packaging, Commercial
ASTM E308 Standard Practice for Computing the Colors of Objects by Using the CIE System.

(Copies of this document are available online at http://www.astm.org or from the American Society for Testing and Materials, 100 Barr Harbor Drive, PO Box C700, West Conshohocken, PA, 19428-2959.)

AMERICAN NATIONAL STARDARDS INSTITUE

ANSI/SAAMI 2299.4 Voluntary Industry Performance Standards for Pressure and Velocity of Centerfire Rifle Sporting Ammunition for the Use of Commercial Manufacturers

(Copies of this document are available online at http://www.saami.org)

2.3 Order of precedence. Unless otherwise specified in this document or in the contract, in the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

3.0 REQUIREMENTS

3.1 Design verification. When specified (see 6.2), samples shall be subjected to design verification in accordance with Table I and 4.2.

3.2 First article inspection. Unless otherwise specified (see 6.2), samples shall be subjected to first article inspection in accordance with Table I and 4.3.

3.3 Conformance inspection. Unless otherwise specified (see 6.2), samples shall be subjected to quality conformance inspection in accordance with Table I and 4.4.

3.4 Materials and construction. The M24 shall conform to the materials and construction requirements specified herein and be in accordance with the applicable materials and construction provisions of MIL-W-13855. Parts and surfaces subjected to rolling or sliding contact shall be of sufficient hardness to resist wear. Staked or dovetailed members shall have sufficient temper to retain their original fit after extended use. Screws, when firmly tightened, shall not cause binding of any of the mechanisms. External pins shall be secured in position by detent or retainer.

3.5 Design. Unless otherwise specified in the contract, the M24 shall conform to the human factors provisions of MIL-STD-1472 and MIL-HDBK-759.

3.6 Machine finish. Machine finishes shall be in accordance with commercial practice for the rifle, detachable iron sights and optical sight furnished. First article rifles (see 4.3) and the aforementioned sighting components shall be used as standards for machine finishes for production items.

3.7 Soundness of weld. All welds shall show good fusion. The weld and welded parts shall be free of cracks, porosity, inclusions and other metallic discontinuities.

3.8 Touchup material. Exterior surfaces on metal components which are bright or without finish after assembly operations, such as the surfaces of rivets, pins, screw heads, staking marks and the like shall be refinished using materials and procedures in accordance with the touchup procedures of MIL-W-13855.

3.9 Human engineering characteristics. In addition to meeting the design requirements specified herein, rifles, sighting systems and carrying cases shall meet with approval for human engineering characteristics in accordance with MIL-STD-1472 (Para 5.4 and 5.11).

3.10 Final protective finish. All components of the M24 shall be protected with a durable corrosion resistant coating, or made from durable corrosion resistant materials, which are abrasion, impact and battlefield chemical resistant equal to or greater than phosphated steel or anodized aluminum. The materials and coatings used shall protect the M24 from corrosion in all environments and weather conditions, including marine, high humidity, rain and desert conditions.

3.10.1 Corrosion resistance. The exposed rifle, complete with day optical sight (with lenses covered) and two fully loaded magazines shall be capable of firing two magazines without stoppages after standard salt fog test exposure of 48 hours (T) 96 hours (O). The system carrying case shall show no functional damage, and all metallic repair parts and tools contained in the deployment/cleaning kits shall show no evidence of red rust after standard salt fog test exposure

of 48 hours (T) 96 hours (O).

3.11 Chemical resistance. All components of the M24, except for the interior of the carrying cases, and except for the adjustment knobs, lenses, and lens cover on the day optical sight, shall not be affected by petroleum, oil and lubricant products, insect repellants and other common battlefield compounds, listed in TOP 3-2-609. The interior of the system carrying case shall not be affected by LSA (MIL-L-46000), CLP (MIL-PRF-63460), LAW (MIL-PRF-14107) and RBC (MIL-PRF-372).

3.12 NBC decontamination. The M24, except for the interior of the carrying cases, shall be NBC decontamination survivable, as specified in AR 70-75, to the level of DECON survivability associated with current small arms systems.

3.13 Fungus resistance. There shall be no detrimental effects, as specified in MILSTD-810E, Method 508.4 "FUNGUS", on components of the M24 as a result of fungal growth.

3.14 Cleaning kit. The rifle shall be supplied with cleaning tools which shall enable operator level cleaning and shall not cause scratches, burrs nor any other type of damage or wear detrimental to the rifle, rifle barrel or any other parts. Cleaning items shall be compatible with use of LSA (MIL-L-46000), CLP (MIL-PRF-63460), LAW (MIL-PRF-14107) and RBC (MIL-PRF-372). The cleaning kit shall be contained in a corrosion resistant case.

3.15 Deployment kit. The contents of the deployment kit shall consist of replacement parts and tools required for maintenance of all operator level functions on the M24. Deployment kit components shall be contained in a case designed or configured to provide corrosion resistance to components stored within the case.

3.16 Workmanship. Workmanship shall be in accordance with MIL-W-13855. Finished items and parts shall not exhibit poor material and processing such as seams, laps, laminations, cracks, visible steps, sharp edges, nicks, scratches, burrs, deformations and missing operations which may affect serviceability, functioning, operation, appearance or safety. Fins and other extraneous metal shall be removed from cast or forged parts. Hammering to shape, salvage operations (including repair by welding except that normal cosmetic welding of surface blemishes on forgings or castings prior to heat treatment shall be permissible, except on barrels) or other similar practices shall not be permitted without prior approval of the procuring activity.

3.17 Rifle.

3.17.1 Weight. The rifle shall weigh no more than 19 pounds (T), 17.5 pounds (O) when mounted with the day optical sight, sling swivels, sling, bipod, sound suppressor, and with a magazine fully loaded with MK 248 MOD 0 (DODIC A191, 190 grain) ammunition.

3.17.2 Length. The total length of the rifle shall not be more than 51 inches with the suppressor attached, stock unfolded and adjusted to the minimum length of pull.

3.17.3 Maintainability. The rifle shall be designed to allow the operator to perform necessary cleaning and maintenance using standard DOD lubricants/solvents, without the use of any tools other than the equipment in the cleaning kit and deployment kit (T). Parts and assemblies removed or disassembled for maintenance under field conditions shall be designed to prevent improper assembly (O). Captive hardware shall be used to prevent loss of reusable parts during disassembly and maintenance (O).

3.17.4 Magazine. The magazine shall be a detachable box magazine with a minimum capacity of five rounds. The magazine, when inserted in the rifle, shall not protrude far enough to touch the ground when the rifle is placed on a flat surface with bipod legs extended at the shortest setting. The magazine shall be free of defects which may affect the functioning of either the magazine or the rifle. The magazine shall fall free of the rifle when the magazine release is actuated.

3.17.5 Bipod. The rifle shall have a detachable bipod. The bipod shall have legs that are independently adjustable in length, and shall provide rigid support when firing from the prone position. When the adjustable legs are set at the minimum setting, the minimum distance measured from the bipod mounting surface to a line that intersects both foot pads (when extended) shall not exceed 7 inches. The bipod shall swivel about an axis parallel to the bore axis and shall utilize a swivel adjustment/retention interface that does not require the use of tools (e.g. pliers) to apply enough torque to the swivel mechanism to prevent the weapon from canting under its own weight when positioned on a level surface (O). The legs shall fold, allowing the weapon to be stored in the system case without removing the bipod. The bipod shall attach to the rifle with tools common to the deployment kit.

3.17.6 Sling swivels. The rifle shall have sling swivels that pivot 360°. The rifle shall have at least two attachment points to accept sling swivels. One sling swivel attachment point shall be located on the buttstock. There shall be at least one other attachment point located on the fore stock, that is capable of accepting detachable sling swivels.

3.17.7 Sling. The sling shall mount to the provided sling swivels without the use of tools (see 3.17.6) and shall be made of a material not susceptible to fungus growth (T). The sling shall be designed with an adjustable armcuff with integrated attachment mechanism used to attached/detached the armcuff to/from the primary sling in less than 10 seconds by an operator (O). The sling design shall facilitate transition between operator use as a traditional sling, a hasty sling, or a cuff sling (O).

3.17.8 Exterior surface. All components of the rifle shall have permanent nonreflective exterior surfaces. All visible exterior components shall be colored in accordance with one of the following camouflage colors defined in FED-STD-595. All visible exterior components shall be of the same color.

FED-STD-595 Camouflage Color	**Chip Number**
Black	37030
Tan 686A	33446
Sand	33303
Green 383	34094

3.17.9 Stock. The stock shall have an adjustable length of pull. Length of pull adjustments shall be continuous or incremental, with a maximum of 1/4 inch increments, over a minimum acceptable length of pull range of 12 to 14 inches. The stock shall have an adjustable comb that does not interfere with manual bolt operation at any of its settings. Comb adjustments shall be continuous or incremental, with a maximum of 1/8 inch increments, over a minimum acceptable comb adjustments range of one inch between minimum and maximum height settings. Adjustment of the stock for length of pull and comb height, at ambient temperature, shall be accomplished within 3 minutes without the use of special tools. Special tools are tools not

contained in the cleaning or deployment kit. The stock shall be adjustable at ambient, hot (145° ± 5°F) and cold (-50° ± 5°F). The stock shall be adjustable by a person dressed in cold weather environmental clothing (with the exception of the outer arctic mitten) and NBC clothing. The buttstock shall fold (pivot) 180 – 5 degrees relative to the unfolded position and shall have an integrated mechanism that retains the buttstock in both the folded and unfolded positions during a drop event (see 3.15.8 Drop test – rifle). The width of the rifle at any location shall not exceed 4 inches when the buttstock is folded. The buttstock shall be capable of being moved between the two positions without the need for tools (T). The buttstock shall be capable of being moved between the two positions by one hand (O). The buttstock shall not require the length of pull or comb height to be changed from the operator set positions in order to allow the buttstock to be folded. When folded, the buttstock shall capture the bolt handle when the bolt is in the closed position (O).

3.17.10 Stock surface. The gripping surfaces of the forestock and stock shall have non-skid surface textures in accordance with MIL-STD-1472 (para 5.9.11.5.4).

3.17.11 Bolt assembly. The bolt assembly shall be removable and replaceable within one minute without the use of any tools.

3.17.12 Safety. The rifle shall have a safety device which shall be detented in both the "safe" and "fire" position and, when in the safe position, will prevent the weapon from firing. The shooter shall be able to verify the position of the safety by both sight and touch. It shall be movable between the safe and fire positions by the operator without moving his hands from the shooting position (prone, standing, kneeling, sitting). It shall remain in the position the operator sets it until it is manually changed. The safety shall provide tactile feedback during movement from one position to another. The safety shall require a force of between 2 to 10 pounds to operate. When being moved from one position to the other, the safety shall not be audibly detectable from a distance of 10 meters.

The safety shall perform all the above operations at ambient, hot (145° ± 5°F) and cold (-50° ± 5°F) and by a person dressed in cold weather environmental clothing (except for the outer arctic mitten) and NBC clothing.

3.17.13 Mounting interface - rifle. The stock shall have an integrated MIL-STD-1913 rail oriented at the "top" or 12 o'clock position with numbered rail slots that has sufficient rail surface to allow for simultaneous mounting of the day optic sight and other accessories (MILES, AN/PEQ-2, "clip-on" night vision devices, BUIS, etc.) (T). The 12 o'clock rail shall be parallel to the bore but may have a declination to allow engaging of a target, located 1200 meters from and at the same elevation as the rifle, with the day optic scope using "dialed" elevation correction and the primary reticle cross hair (no hold) when firing MK 248 MOD 0 (DODIC A191, 190 grain) and MK 248 MOD 1 (DODIC AB43, 220 grain) in calm environmental conditions (i.e. negligible wind) (T). Additional MIL-STD-1913 rails shall be integrated in the forestock, parallel to the bore, located at positions other than 12 o'clock (O).

3.17.14 Suppressor. The M24 shall incorporate an integrated acoustic, flash and blast suppressor.

3.17.14.1 Suppressor interface. The suppressor shall be configured to enable attachment and detachment by the operator by hand or with the tools common to the deployment kit. The

suppressor shall interface with the rifle in a manner that does not require removal of the flash hider.

3.17.14.2 Suppressor dispersion. The rifle, with the suppressor attached, shall meet targeting and accuracy requirements (see 3.17.22).

3.17.14.3 Suppressor impact shift. The suppressor, when attached to the rifle, shall shift the mean point of impact of rounds fired, relative to firing without the suppressor, by no greater than 1.15 inches (1 MOA, 0.29 milliradians) at a range of 100 meters. When removing and reattaching the suppressor, the mean point of impact of all shot groups fired with the suppressor attached shall fall within a 45 degree arc from an origin centered at the combined mean point of impact of all unsuppressed shots (see 4.5.14.22 for verification method).

3.17.14.4 Noise. The rifle, when firing MK 248 MOD 0 (DODIC A191, 190 grain) and MK 248 MOD 1 (DODIC AB43, 220 grain) ammunition with the sound suppressor attached, shall not exceed the impulse noise limits for single hearing protection (reference curve X, Figure 4-1, MIL-STD-1474).

3.17.14.5 Suppressor sleeve. A removable sleeve designed to fit around the exterior of the suppressor shall be supplied with the system. The sleeve shall have thermal insulating properties sufficient enough to facilitate hand removal of the suppressor after firing 10 rounds (T), 20 rounds (O) in two minutes. The sleeve shall fit tight enough to prevent translational shifting of the sleeve relative to the suppressor by more than ¼ inch after firing 20 rounds.

3.17.15 Flash hider. The rifle shall have a flash reduction device/flash hider affixed to the muzzle to reduce the amount of visible flash relative to when the flash hider is not attached to the barrel.

3.17.16 Chamber dimensions (GUIDE). The chamber shall conform to the chamber dimensions and tolerances as specified in ANSI/SAAMI 2299.4 for .300 Winchester Magnum Ammunition.

3.17.17 Headspace dimensions (GUIDE). The headspace dimension and tolerance shall conform to that specified in ANSI/SAAMI 2299.4 for .300 Winchester Magnum Ammunition

3.17.18 Trigger. The rifle shall have a trigger which is configured to prevent adjustment at the operator level. The trigger pull force shall be a minimum of three (3) pounds and a maximum of five (5) pounds. The trigger shall demonstrate the ability to consistently retain the trigger pull force within ± 8 ounces after 2500 trigger pulls. The trigger shall return to its normal forward position immediately upon release after partial or complete trigger pull.

3.17.19 Functioning. The rifle shall operate without malfunctions or unserviceable parts. After functioning, the day optical sight shall meet the cleanliness and optical quality requirement (see 3.18.11). Unless otherwise specified, all ammunition used shall be MK 248 MOD 0 (DODIC A191, 190 grain) and MK 248 MOD 1 (DODIC AB43, 220 grain) in accordance with Department of Navy Specifications DS/4083/C03/1312 and DS/JXNN/C08/1604 respectively.

3.17.20 Endurance. The rifle and day optical sight shall withstand a 10,000 round endurance test. The rifle shall be capable of firing 10,000 rounds without the receiver requiring overhaul. The receiver shall be free of cracks. Cracks shall be defined as cracks that are detected by magnetic particle inspection with the unaided eye.

The rifle shall have a barrel which meets targeting and accuracy requirements (see 3.17.22) and is free of cracks for a minimum of 2,000 rounds.

The rifle and day optical sight shall meet reliability requirements (see 3.17.20.1).

3.17.20.1 Reliability. The mean round between stoppage (MRBS) for the rifle shall be 1200 rounds. The mean round between essential function failure (MRBEFF) for the rifle and day optical sight shall be 2300 rounds.

3.17.20.2 Aim point retention. The day optical sight shall have a maximum change in the zero of no greater than 0.5 minutes of angle after firing 200 rounds.

3.17.21 High-pressure resistance. The rifle shall withstand the proof firing of one proof cartridge. Cartridges shall produce proof pressures derived from service load standard deviations as specified in ANSI/SAAMI 2299.4 using MK 248 MOD 1 (DODIC AB43, 220 grain) ammunition as the service load. Parts shall be free of cracks after proof firing as evidenced by visual and magnetic particle inspection. As a minimum, the barrel, bolt and receiver shall be inspected by magnetic particle.

3.17.22 Targeting and accuracy. The rifle shall achieve the dispersion set forth below when fired from a machine rest. The average mean diameter of shot groups fired with and without the sound suppressor attached shall be less than or equal to 1.15 inches at 100 meters (1 MOA) (T), 0.92 inches at 100 meters (0.8 MOA) (O). The minimum rate of fire for conducting this test shall be three rounds per minute.

3.17.23 Drop survivability - rifle. The rifle with day optic scope detached, with the safety in the safe position and an empty primed .300 Winchester Magnum cartridge in the chamber, shall withstand a five foot drop onto dirt. The primed cartridge shall not discharge. There shall be no functional damage to the rifle. After re-zeroing, the rifle shall meet the targeting and accuracy requirement (see 3.17.22).

3.17.24 Firing pin (GUIDE). The firing pin shall deliver enough energy to reliably (see 3.17.20.1) ignite MK 248 MOD 0 (DODIC A191, 190 grain) and MK 248 MOD 1 (DODIC AB43, 220 grain) primers. The firing pin design and operation shall not contribute to primer malfunctions that can be related to excessive deformation of the primer (e.g. pierced primers, loose primers, escape of gas around the primer cup, etc.)

3.17.25 Temperature extremes. The rifle with day optical sight shall be operable and safely functionable at hot (145° ± 5°F) and cold (-50° ± 5°F) temperatures.

3.17.25.1 Cold temperature functioning. The rifle shall be capable of firing 300 rounds at cold temperature (-50° ± 5°F) with the occurrence of a total of no more than 18 stoppages and parts failures. The rifle shall be operable by the shooter dressed in cold weather environmental clothing (except for the outer arctic mitten) at the cold temperature.

3.17.25.2 Hot temperature functioning. The rifle shall be capable of firing 300 rounds at hot temperature (145° ± 5°F) with the occurrence of a total of no more than 18 stoppages and parts failures.

3.17.26 Special clothing. The rifle with day-optical sight shall be operable and maintainable by

the shooter when dressed in NBC clothing.

3.17.27 Interchangeability. All operator level repair parts that are field serviceable shall be interchangeable.

3.17.28 Muzzle velocity. The barrel shall be of sufficient length to create muzzle velocity of not less than 2865 feet per second at ambient temperature when firing MK 248 MOD 0 (DODIC A191, 190 grain) ammunition.

3.17.29 Iron sights (O). The rifle shall be equipped with detachable iron sights. The iron sights shall be configured with an interface to mount to the MIL-STD-1913 rail (see 3.17.13). The iron sights when attached and not in-use shall not interfere with the mounting and/or employment of the rifle's primary optics/electro-optics.

3.17.29.1 Range. The iron sights shall be capable of engaging targets to 600 meters (T), 800 meters (O).

3.17.29.2 Detachability. The iron sights shall allow for replacement by trained personnel with tools common to the deployment kit. When reattached, the iron sights shall have a change in zero of no more than 1 MOA.

3.17.29.3 Adjustability. The iron sights shall be adjustable for both elevation and azimuth in increments no greater than 0.5 MOA increments.

3.18 Day optical sight (DOS).

3.18.1 DOS mounting interface. The day optical sight shall be equipped with a mounting system (e.g. rings and/or base interface) compatible with the MIL-STD-1913 rail (see 3.17.13). The day optical sight mounting system shall be easily attached/detached to the rifle by the operator by hand and or with the tools common to the deployment kit.

3.18.2 Magnification. The magnification shall be continuously variable from 3.5 – 6.5X minimum to **16 – 25X** maximum.

Rationale: without the requirement for continuously variable magnification, an offeror may propose optics with only two discrete power settings (narrow and wide field) using a throw lever.

3.18.3 Ballistic adjustments.

3.18.3.1 Elevation and windage adjustment. Adjustment for elevation and windage shall be knobs which have clearly marked graduations and tactile clicks with an increment, in target space, of 0.1 milliradians (20 seconds of arc). The initial zero position of optical axis shall not move more than 0.16 milliradians (33 seconds of arc), in target space, when each adjustment knob is cycled from 0 to the extreme adjustments and returned, for 10 cycles. The elevation and windage adjustments shall meet the above requirements at ambient temperature.

3.18.3.2 Bullet drop compensation (BDC).

3.18.3.2.1 MK 248 MOD 0 BDC elevation dial. The primary elevation dial shall incorporate BDC markings at 100 meter increments from 100 meters to a minimum of 1,000 meters which are optimized for MK 248 MOD 0 (DODIC A191, 190 grain) ammunition. The MK 248 MOD 0

BDC elevation dial shall be installed on the optic. The dial shall be marked "MK 248 MOD 0 BDC - METERS."

3.18.3.2.2 MK 248 MOD 0 BDC elevation dial. An elevation dial that incorporates BDC markings at 100 meter increments from 100 meters to a minimum of 1,000 meters which are optimized for MK 248 MOD 1 (DODIC AB43, 220 grain) ammunition. The MK 248 MOD 1 BDC elevation dial shall be included in the deployment kit. The dial shall be marked "MK 248 MOD 1 BDC - METERS."

3.18.4 Reticle. The day optical scope shall maintain a constant target/reticle aspect ratio throughout its entire magnification range. The reticle shall use a milliradian scale to facilitate rapid target ranging and engagement. The reticle shall be composed of a ranging stadia and a targeting stadia with no greater than 0.5 milliradian (103 arc seconds) mark spacing on both elevation and windage. The targeting stadia shall be configured to facilitate the use of operator "holds" for simultaneous bullet drop and windage correction.

Rationale: Requiring the reticle to be in the first focal plane of a zoom component may not assure that the reticle and target will change dimensions at a constant rate. Stating the requirement as a constant ratio leaves no confusion.

3.18.4.1 Cover plate (O). The reticle shall be a two piece cemented type consisting of a reticle and a cover plate. The cover plate shall have a thickness of 0.25 cm ± .025 cm.

3.18.4.2 Index match & scale (O). The cover glass and reticle glass shall be from the same glass melt. The index of refraction of the cement used shall match the indices of the glass within ± 0.001. External surfaces shall have a surface quality of 20-10 or better. The back surface (air to glass) of the reticle and the air to glass surface of the cover glass shall have an anti-reflection coating PER MIL-C-675. The surface quality at the reticle surface of both pieces shall be 10-5.

3.18.5 Optical Glass. All optical elements shall be per MIL-PRF-13830. Glass containing Thorium, or its compounds, shall not be used in the manufacture of the day optical scope. All glass elements shall be anti-reflection coated meeting minimum requirements of MIL-C-675.

Rationale: anti-reflection coated military grade glass is recommended for all military applications. For safety considerations, radioactive glass (thorium) should not be used.

3.18.6 Parallax. The focus parallax between the center of the reticle and image of a target from 100 to 1500 meters range, inclusive, shall not exceed 0.073 milliradians (15 seconds of arc).

Rationale: specifying this large parallax free focusing range dictates the use of an adjustable parallax focus setting.

3.18.7 Eyepiece focus. The eyepiece shall be easily adjustable and provide at least plus 2 diopters to minus 4 diopters from the position of best focus on the reticle surface.

3.18.7.1 Eyepiece and zoom torque. The eyepiece and zoom torque values shall be between 3.46 to 25.3 kg-cm (3 to 22 in-lb) at each of the following temperatures: room temperature: minus 50 +/- 5 degrees F and; plus 145 +/- 5 degrees F.

Rationale. The eyepiece zoom mechanism can bind at low temperature. This problem has occurred in our fielded optics. This requirement will eliminate the issue. A change in the lubricant may only be needed to meet this requirement.

3.18.8 Resolution. At the highest magnification setting, resolution shall be less than 4.5 arc seconds using a 4-6X diopometer. Vertical and horizontal lines shall be resolvable to within 0.5 diopters.

3.18.9 Laser filter unit (LFU) interface (GUIDE). The DOS objective housing shall have an internally threaded interface to allow for attachment of an LFU. The LFU shall be furnished by the Government upon final selection of the DOS.

Rationale. Requiring a 50mm LFU already in Government inventory limits DOS competition by requiring the objective lens to be 50mm for best optimization without use of an adapter. Some manufactures use 56mm objective lenses resulting in unnecessary light loss to adapt to the 50mm LFU's smaller aperture. The Government will first acquire the scope and then, if necessary, create a new LFU or mounting adapter to fit this scope.

3.18.10 Clear eye distance (CED). The CED shall be greater than 86 millimeters when measured from the last surface of the eyepiece housing to the exit pupil.

3.18.11 Cleanliness and optical quality. There shall be no evidence of glass, fracture, cement separation, grease or fingerprints on any optical component when viewing through the objective or eyepiece end of the sight unit. There shall not be more than 3 particles of foreign matter visible on the reticle surface and no particle shall exceed the apparent width of a reticle line. There shall be no foreign matter obvious to the unaided eye which would impair optical performance when looking into the eyepiece against a background having a brightness of the sky in average daylight.

3.18.12 Watertightness. The day optical sight shall show no evidence of leakage when submerged in water to a minimum depth of 3.28 feet (one meter) for a one hour period. No moisture or fogging shall be observed.

3.18.13 Sealing. All internal optical areas of the day optical sight shall be purged with dry nitrogen. The sight unit shall be sealed such that the interior is moisture-free after purging. The sight shall remain sealed when subjected to a maximum pressure of negative (-) 5.4 pounds per square inch gage for eight hours.

3.18.14 Exterior surface. All components of the day optical sight except the lenses, shall have a permanent non-reflective exterior surface.

3.18.15 Reattachment. The day optical sight shall be capable of being removed and replaced on the rifle using only the tools contained in the deployment and cleaning kits (T) or without tools (O). The day optical sight shall be capable of being removed from the rifle and reattached for a minimum of 180 cycles with a maximum change in the zero of no greater than 1/2 minute of angle (T).

3.18.16 Drop survivability - day optical sight with carrying case. The day optical sight, while inside the day optical sight carrying case shall withstand a drop test from a height of seven feet onto a one inch thick steel plate backed by concrete. The drop test shall be conducted at hot

(145° ± 5°F) and cold (-50° ± 5°F). There shall be no structural damage to the carrying case which may result in damage to the contents during subsequent shipping, handling, or storage. There shall be no affect on the optical properties or functional damage to the day optical sight.

3.18.17 Drop survivability - day optical sight. The day optical sight shall withstand a two foot drop onto dirt. The dirt shall have a minimum soil penetration resistance of 750 pounds per square inch at a depth between 1 and 1½ inches. The day optical sight shall still meet all the optical requirements. There shall be no functional damage to the day optical sight.

3.18.18 Lens cover. The day optical sight shall have covers that protect the lenses from sunlight, debris and dust. These covers shall be securely fastened to the day optical sight, shall be capable of being opened while remaining attached to the sight and shall remain open during use.

3.19 System carrying case. The system carrying case shall have provisions to securely contain and protect the following: rifle with day optical sight mounted on the rifle; bipod; suppressor; the day optical sight carrying case; the rifle cleaning kit; five (5) 5 round detachable box magazines and the deployment kit. The detachable iron sights shall be enclosed in the day optical sight carrying case.

3.19.1 Drop survivability. The system carrying case and its full contents shall withstand a 30 inch drop test onto a one inch steel plate backed by concrete. The drop test shall be conducted at hot (145° ± 5°F) and cold (-50° ± 5°F) temperature. The system carrying case shall not open. There shall be no structural damage to the system carrying case which may result in damage to the contents during subsequent shipping, handling or storage. There shall be no functional or physical damage to its contents.

3.19.2 Transportation vibration. The system carrying case shall protect its full contents from transportation vibration. There shall be no functional or physical damage to the system carrying case or its contents.

3.19.3 Rain/moisture. The system carrying case shall keep its full contents dry when subjected to rain falling at a rate of at least 0.03 inches/minute with a crosswind of 60 feet/second.

3.19.4 Pressure retention. The system carrying case shall be capable of maintaining an internal positive pressure of 0.50 ± 0.05 psig (13.8 ± 1.4 in. of water) for 6 minutes with no more than a 15 percent drop from the initial reading.

3.20 Marking. The rifle receiver shall keep the originally assigned serial number and the suppressor shall be marked and serial number assigned in accordance with MIL-W-13855. Each rifle and suppressor shall be marked as specified below.

3.20.1 Sample hardware. Sample hardware supplied by the offeror for evaluation shall be identified by a unique serial number on the receiver and the sound suppressor assigned through the contractor's serialization series and the following:

(1) Manufacturer's name
(2) Manufacturer's model number/nomenclature
(3) Caliber of the weapon

A mark shall be stamped on the barrel indicating successful passing of the high pressure resistance test.

3.20.2 Contract production items. The rifle receiver, supplied as government furnished material, shall keep the originally assigned serial number and the suppressor shall be marked and serial number assigned in accordance with MIL-W-13855. The weapon and suppressor shall be marked with the following information:

(1) Manufacturer's name
(2) M24E1 SWS
(3) Caliber of the weapon

A mark shall be stamped on the barrel indicating successful passing of the high pressure resistance test.

3.20.3 Unique Identification Markings. Apply Unique Identification (UID) 2D Data Matrix mark in accordance with MILSTD-130M, construct #2, on the receiver and on the sound suppressor. The UID mark shall contain the manufacturer's cage code, weapon part number and serial number (data identifiers "17V", "1P", and "S"). The 2D Data Matrix symbol shall be error correction code (ECC 200) in accordance with ISO 16022, using ISO 15434 syntax and the semantics of ISO 15418. UID label shall be durable and shall be capable of surviving sound suppressor temperatures.[2] Other marking methods may be used with prior approval of the US Army Armament, Research, Development and Engineering Agency.

[2] Aluminum based labels applied with high temperature adhesive have been acceptable with existing small arms systems.

4.0 VERIFICATION

TABLE I. Requirement/verification cross-reference matrix

Requirement Description	Section 3 Requirements	Inspection sample size and criteria				Verification Methods	Section 4 Verification Procedures
		Design Verification (Govt. Tested)	First Article (Contractor Tested)	First Article (Govt. Tested)	Conformance Inspection (One lot)		
Design verification	3.1	X					4.2
First article inspection	3.2		X				4.3
Conformance inspection	3.3				X		4.4
Materials and construction	3.4	5-0-1[3]	5-0-1		VL II[4]	Test	4.5.1
Design	3.5	5-0-1				Examination	4.5.2
Machine finish	3.6	5-0-1	5-0-1		VL II[4]	Test	4.5.3
Soundness of weld	3.7	5-0-1	5-0-1			Test	4.5.4
Touchup material	3.8	5-0-1	5-0-1		VL II[4]	Examination	4.5.5
Human engineering characteristics	3.9	5-0-1				Examination	4.5.6
Final protective finish	3.10	5-0-1	5-0-1		VL II[4]	Examination	4.5.7
Corrosion resistance	3.10.1	1-0-1	1-0-1			Test	4.5.7.1
Chemical resistance	3.11	1-0-1				Test	4.5.8
NBC decontamination	3.12	See 4.5.9				Analysis	4.5.9
Fungus resistance	3.13	1-0-1				Test	4.5.10
Cleaning kit	3.14	5-0-1	5-0-1		VL II[4]	Examination	4.5.11
Deployment kit	3.15	5-0-1	5-0-1		VL II[4]	Examination	4.5.12
Workmanship	3.16	10-0-1	100%[4]		100%[5]	Examination	4.5.13
Weight	3.17.1	5-0-1	5-0-1			Examination	4.5.14.1
Length	3.17.2	5-0-1	5-0-1			Examination	4.5.14.2
Maintainability	3.17.3	3-0-1				Demonstration	4.5.14.3
Magazine	3.17.4	5-0-1				Demonstration	4.5.14.4
Bipod	3.17.5	5-0-1				Demonstration	4.5.14.5
Sling swivels	3.17.6	10-0-1				Examination	4.5.14.6
Sling	3.17.7	5-0-1				Demonstration	4.5.14.7
Exterior surface	3.17.8	5-0-1	5-0-1			Test	4.5.14.8
Stock	3.17.9	5-0-1	5-0-1			Examination	4.5.14.9
Stock surface	3.17.10	5-0-1	5-0-1			Examination	4.5.14.10
Bolt assembly	3.17.11	5-0-1	5-0-1			Demonstration	4.5.14.11
Safety	3.17.12	5-0-1	5-0-1		VL II	Demonstration & Examination	4.5.14.12
Mounting interface - rifle	3.17.13	5-0-1				Examination	4.5.14.13
Suppressor interface	3.17.14.1	3-0-1	5-0-1			Demonstration	4.5.14.14.1
Suppressor dispersion	3.17.14.2	5-0-1	5-0-1		100%[5]	Test	4.5.14.14.2
Suppressor impact shift	3.17.14.3	5-0-1	5-0-1		100%[5]	Test	4.5.14.14.3

[3] Common nomenclature throughout Table I (sample size – accept –reject); Test five (5) - Accept with zero (0) failures - Reject with one (1) failure

[4] Failure to meet the requirement will be cause for rejection of the lot of rifles, day optical sights, or carrying cases

[5] Failure to meet the requirement will be cause for rejection of the individual rifle, day optical sight, or carrying case

Requirement Description	Section 3 Requirements	Inspection sample size and criteria				Verification Methods	Section 4 Verification Procedures
		Design Verification (Govt. Tested)	First Article (Contractor Tested)	First Article (Govt. Tested)	Conformance Inspection (One lot)		
Noise	3.17.14.4	3-0-1		3-0-1		Test	4.5.14.14.4
Suppressor sleeve	3.17.14.5	3-0-1		3-0-1		Demonstration	4.5.14.14.5
Flash hider	3.17.15	3-0-1		3-0-1		Test	4.5.14.15
Chamber dimensions	3.17.16	10-0-1	10-0-1		VL II[4]	Examination	4.5.14.16
Headspace dimensions	3.17.17	10-0-1	10-0-1		VL II[4]	Examination	4.5.14.17
Trigger pull force	3.17.18	10-0-1	100%[4]		100%[5]	Examination	4.5.14.18.1
Trigger pull force retainability	3.17.18	10-0-1	10-0-1		VL II[4]	Test	4.5.14.18.2
Functioning	3.17.19	5-0-1	5-0-1		100%[5]	Test	4.5.14.19
Endurance	3.17.20	3-0-1		3-0-1		Test	4.5.14.20
High-pressure resistance	3.17.21	5-0-1	100%[4]		100%[5]	Test	4.5.14.21
Targeting and accuracy	3.17.22	5-0-1	5-0-1		100%[5]	Test	4.5.14.22
Drop survivability – rifle	3.17.23	1-0-1		1-0-1		Test	4.5.14.23
Firing pin	3.17.24	5-0-1	5-0-1		VL II[4]	Examination	4.5.14.24
Temperature extremes	3.17.25	3-0-1		3-0-1		Test	4.5.14.25
Special clothing	3.17.26	2-0-1		2-0-1		Demonstration	4.5.14.26
Interchangeability	3.17.27	3-0-1	3-0-1			Test	4.5.14.27
Muzzle velocity	3.17.28	3-0-1	3-0-1			Test	4.5.14.28
Iron sights	3.17.29	3-0-1	3-0-1			Demonstration	4.5.14.29
Range – iron sights	3.17.29.1	See 4.5.14.29.1				Analysis	4.5.14.29.1
Detachability – iron sights	3.17.29.2	5-0-1	5-0-1		VL I[4]	Test	4.5.14.29.2
Adjustability	3.17.29.3	5-0-1	5-0-1		VL I[4]	Demonstration	4.5.14.29.3
DOS mounting interface	3.18.1	3-0-1	3-0-1			Demonstration	4.5.15.1
Magnification	3.18.2	10-0-1	5-0-1			Examination	4.5.15.2
Elevation and windage adjustment	3.18.3.1	5-0-1	5-0-1			Demonstration	4.5.15.3.1
Bullet drop compensation	3.18.3.2	See 4.5.15.3.2				Analysis	4.5.15.3.2
Reticle	3.18.4	10-0-1		5-0-1		Examination	4.5.15.4
Cover plate	3.18.4.1	5-0-1		5-0-1		Examination	4.5.15.4.1
Index match & scale	3.18.4.2	5-0-1		5-0-1		Examination	4.5.15.4.2
Optical glass	3.18.5	10-0-1		5-0-1		Examination	4.5.15.5
Parallax	3.18.6	5-0-1		5-0-1		Examination	4.5.15.6
Eye piece focus	3.18.7	5-0-1		5-0-1		Examination	4.5.15.7
Eyepiece and zoom torque	3.18.7.1	5-0-1		5-0-1		Examination	4.5.15.7.1
Resolution	3.18.8	5-0-1		5-0-1		Examination	4.5.15.8
Laser filter unit interface	3.18.9	5-0-1		5-0-1		Examination	4.5.15.9
Clear eye distance	3.18.10	5-0-1		5-0-1		Examination	4.5.15.10
Cleanliness and optical quality	3.18.11	5-0-1		5-0-1		Examination	4.5.15.11
Watertightness	3.18.12	5-0-1		5-0-1		Test	4.5.15.12
Sealing	3.18.13	5-0-1		5-0-1		Test	4.5.15.13
Exterior surface	3.18.14	5-0-1		5-0-1		Examination	4.5.15.14
Reattachment	3.18.15	5-0-1		5-0-1		Test	4.5.15.15
Drop survivability – DOS	3.18.16	2-0-1		2-0-1		Test	4.5.15.16

Requirement Description	Section 3 Requirements	Inspection sample size and criteria				Verification Methods	Section 4 Verification Procedures
		Design Verification (Govt. Tested)	First Article (Contractor Tested)	First Article (Govt. Tested)	Conformance Inspection (One lot)		
w/ case							
Drop survivability – DOS	3.18.17	3-0-1		3-0-1		Test	4.5.15.17
Lens cover	3.18.18	3-0-1	3-0-1			Examination	4.5.15.18
System carrying case	3.19	5-0-1	5-0-1		VL II[4]	Examination	4.5.16
Drop survivability – system case	3.19.1	2-0-1	2-0-1			Test	4.5.16.1
Transportation vibration	3.19.2	2-0-1		2-0-1		Test	4.5.16.2
Rain/moisture	3.19.3	2-0-1		2-0-1		Test	4.5.16.3
Pressure retention	3.19.4	3-0-1		3-0-1		Test	4.5.16.4
Marking	3.20	5-0-1	100%[4]		100%[5]	Examination	4.5.16.5

4.1 Classification of inspections. The following type of inspection shall apply:

a. Design verification (4.2).
b. First article inspection (4.3).
c. Conformance inspection (4.4).

4.2 Design verification. When specified (see 6.2), design verification samples shall be subjected to design verification in accordance with Table I. All design verification tests shall be performed by the Government.

4.2.1 Design verification test rejection. If any sample fails to comply with the design verification requirements, the design shall be rejected.

4.3 First article inspection. The first article samples shall be representative of production processes to be used during quantity production. When specified (see 6.2), the first article shall be subjected to first article inspection in accordance with Table I.

4.3.1 First article rejection. If any M24 fails to comply with any of the applicable requirements, the first article sample shall be rejected.

4.3.2 First article submission. The contractor shall submit a first article sample consisting of 19 M24's.

4.4 Conformance inspection. When specified (see 6.2), samples shall be subjected to conformance inspection in accordance with Table I. Verification Levels (VL) shall be in accordance with MIL-STD-1916.

4.4.1 Inspection lot formation. Unless otherwise specified, lot formation shall be in accordance with MIL-STD-1916.

4.4.2 Lot size. The lot size shall be one (1) delivery order.

4.4.3 Lot identification. Each inspection lot shall be identified with a lot number. The reason for rejection of any inspection lot shall be recorded. When a rejection inspection lot is resubmitted after reconditioning, it shall be identified as such.

4.4.4 Conformance inspection rejection. Failure to meet any of the requirements shall be cause for rejection of the lot.

4.5 Methods of inspection.

4.5.1 Materials and construction. The verification of the material composition, material properties and construction related requirements shall be performed as specified in the specifications, standards and other documents referenced on the manufacturer's product drawings. Ambiguous requirements, or unspecified/unclear procedural descriptions (for example unspecified type, class or grade) shall be corrected during Design Verification and First Article so that the procedures used to demonstrate compliance are clear and documented.

4.5.2 Design. The hardware shall be manually and visually examined for any human factors related anomalies. All potential issues shall be documented.

4.5.3 Machine finish. Machined surfaces shall be subject to test in accordance with ASME

B46.1 measurement methodologies for surface texture measurement.

4.5.4 Soundness of weld. Magnetic particle inspection shall be performed in accordance with ASTM E 1444.

4.5.5 Touchup material. System components shall be subject to examination.

4.5.6 Human engineering characteristics. The M24 shall be subject to examination.

4.5.7 Final protective finish. Objective evidence that all parts are made with corrosion resistant material or coated with corrosion resistant material, and that all parts that are phosphate coated or electro-plated have the required thermal treatment, as specified in MIL-DTL-16232 or TT-C-490, shall be examined. This evidence along with the results of the following test shall determine conformance to the requirement.

4.5.7.1 Corrosion resistance. A rifle, complete with day optical sight and two fully loaded magazines, system carrying case, and all metallic repair parts and tools contained in the deployment/cleaning kits, with supplemental preservative oil, in accordance with MIL-PRF-3150, applied, shall be Salt Fog conditioned in accordance with MIL-STD-810E, Method 509.3. The complete rifle, day optical sight and both magazines shall be exposed to the salt fog environment during the entire test period. During salt fog test exposure, one (1) magazine shall be locked in the weapon. Components shall be removed from the test chamber at 48 hours for inspection. At the completion of 48 hours the rifle shall function fire both magazines without stoppages and there shall be no evidence of corrosion. The rifle and day optical sight shall then be fired and meet the targeting and accuracy requirement (see 3.17.22). At completion of t0-e test, the hinges of the system carrying case shall function without binding and all metallic parts shall show no evidence of corrosion. The procedure shall then be repeated for 96 hours.

4.5.8 Chemical resistance. The rifle, sighting systems except for the adjustment knobs, lenses and lens cover, and the exterior of the carrying cases shall be tested in accordance with TOP 3-2-609. The interior of the carrying case shall be tested for the chemicals listed in 3.13 in accordance with TOP 3-2-609.

4.5.9 NBC decontamination. An engineering analysis of all of the materials used in the rifle, sighting systems and the exterior of the carrying case shall be conducted to determine the NBC decontamination survivability of the materials.

4.5.10 Fungus resistance. The fungus resistance test shall be conducted on the rifle, sighting systems and carrying cases in accordance with MIL-STD-810. The test cycle shall be 28 days.

4.5.11 Cleaning kit. The cleaning kit shall be subject to examination.

4.5.12 Deployment kit. The deployment kit shall be subject to examination.

4.5.13 Workmanship. Workmanship shall be in accordance with MIL-W-13855. Finished items and parts shall not exhibit poor material and processing such as seams, laps, laminations, cracks, visible steps, sharp edges, nicks, scratches, burrs, deformations and missing operations which may affect serviceability, functioning, operation, appearance or safety. Fins and other extraneous metal shall be removed from cast or forged parts. Hammering to shape, salvage operations (including repair by welding except that normal cosmetic welding of surface blemishes on forgings or castings prior to heat treatment shall be permissible, except on barrels)

or other similar practices shall not be permitted without prior approval of the procuring activity.

4.5.14 Rifle.

4.5.14.1 Weight. The rifle, day optical sight, bipod, sling swivels, sling, sound suppressor, and one (1) magazine fully loaded with MK 248 MOD 0 (DODIC A191, 190 grain) ammunition shall be weighed using standard measurement and test equipment (SMTE).

4.5.14.2 Length. The rifle shall be measured from the back butt plate surface to the front surface of the sound suppressor when it is attached to the rifle using SMTE.

4.5.14.3 Maintainability. A demonstration of all necessary maintenance of the M24, using trained operators, government manuals, and tools provided with the system, shall be conducted.

4.5.14.4 Magazine. The magazine shall be loaded to full capacity and then inserted into the magazine well. All rounds shall be fired. After firing the person shall then, using one hand, depress the magazine release.

4.5.14.5 Bipod. The bipod shall be detached and reattached to the rifle using only tools in the deployment kit. Each leg of the bipod shall be adjusted individually, folded and then folded back.

4.5.14.6 Sling swivels. Sling swivels and rifle shall be subject to examination.

4.5.14.7 Sling. Sling requirements shall be verified by demonstration using trained operators.

4.5.14.8 Exterior surface. Exterior surfaces will be subject to a test in accordance with ASTM E308 using a CIE 1931 2-degree observer using 0" - 45" illumination.

4.5.14.9 Stock. The range of length of pull and comb adjustment shall be checked using a Government approved gage. If the adjustment is incremental, the length of each increment of adjustment between the required ranges shall be checked using a Government approved gage. The rifle shall be placed on a table with the stock in the minimum position. A command shall be given to start at the same time a Government approved stopwatch is started. The stock shall be adjusted to a length of pull of 14 inches minimum using only the tools available to the operator. The time to completion shall be recorded.

The stock shall be adjusted to a length of pull of 14 inches, minimum, using only the tools available to the operator under the following conditions:

a. By a person dressed in NBC clothing.

b. The rifle shall be conditioned for a minimum of four hours in a cold temperature chamber at -50°F ± 5°F. A person dressed in cold weather environmental clothing, with the outer arctic mitten removed, shall enter the chamber and the above procedure repeated.

c. The rifle shall be conditioned for a minimum of four hours in a hot temperature chamber at 145°F ± 5°F and the above procedure repeated.

4.5.14.10 Stock surface. Stock surface shall be subject to examination.

4.5.14.11 Bolt assembly. The rifle shall be placed on a table. A command shall be given to start at the same time a stopwatch is started. The bolt shall be removed and reinserted. The time shall be recorded.

4.5.14.12 Safety. Safety operation shall be determined by visual examination of the firing mechanism. With the safety in the safe position and the rifle unloaded and cocked, three attempts shall be made to fire the rifle. This examination shall be sufficient to ensure the safety shall prevent accidental discharge if a live cartridge were in the chamber. With the safety in the safe position, the force to move it to the fire position shall be measured. The required force to move it back to the safe position shall then be measured. Any evidence of the weapon firing while in the safe mode during any testing shall be cause for failure.

4.5.14.12.1 Design verification only. The above procedure shall be repeated under the following conditions:

a. By a person dressed in NBC (MOPP IV) hand gear, after which the safety shall be moved to the fire position.
b. After the rifle has been conditioned for a minimum of four hours in a hot temperature chamber at 145°F ± 5°F.
c. After the rifle has been conditioned for a minimum of four hours in a cold temperature chamber at -50°F ± 5°F, by a person dressed in cold weather environmental clothing with the outer arctic mitten removed.

4.5.14.13 Mounting interface - rifle. The rifle shall be visually examined, the angle of the rail in relation to the bore shall be measured, and accessories shall be mounted to the rifle.

4.5.14.14 Suppressor.

4.5.14.14.1 Suppressor interface. It shall be demonstrated that the suppressor can be attached and detached from the rifle by hand or with tools common to the sniper's deployment kit.

4.5.14.14.2 Suppressor dispersion. The rifle with suppressor attached shall be tested in accordance with targeting and accuracy (see 4.5.14.22) to determine conformance to the suppressor dispersion requirement.

4.5.14.14.3 Suppressor impact shift. The rifle with suppressor attached shall be tested in accordance with targeting and accuracy (see 4.5.14.22) to determine conformance to the suppressor impact shift requirement.

4.5.14.14.4 Noise. A noise test shall be conducted outdoors. Five rounds of MK 248 MOD 0 (DODIC A191, 190 grain) shall be fired. The peak sound pressure levels shall be measured at the locations given below, at a height of 4.921 feet (1.5 meters) to determine conformance to the requirement. The test shall then be repeated using a suppressed rifle and the peak sound pressure levels shall be measured at the locations given below, at a height of 4.921 feet (1.5 meters).

Shooter's left ear.
16.4 feet (5 meters) to the rear of the muzzle of the weapon.
16.4 feet (5 meters) to the left of the muzzle of the weapon.

16.4 feet (5 meters) to the left rear of the muzzle of the weapon, at 45°.

The peak sound pressure level is defined as:

$$PPL_x = 160.5 + 6.64 \log_{10} \frac{200}{T} \; ; for \; T \leq 200$$

$$PPL_x = 160.5 \; ; for \; T > 200$$

Where PPL = peak sound pressure level dB
T = B – duration in msec

4.5.14.14.5 Suppressor sleeve. The suppressor sleeve requirement shall be validated by live fire demonstration.

4.5.14.15 Flash hider. Illuminance shall be measured using standard measuring and test equipment (SMTE).

4.5.14.16 Chamber dimensions (GUIDE). Chamber dimensions shall be measured using standard measuring and test equipment (SMTE).

4.5.14.17 Headspace dimensions (GUIDE). Headspace shall be measured using standard measuring and test equipment (SMTE).

4.5.14.18 Trigger. This test shall be performed using standard measuring and test equipment (SMTE).

4.5.14.18.1 Trigger pull force. The trigger pull force shall be set between the trigger pull force limits specified in the trigger requirement (see 3.17.18). The rifle shall be cocked and the selector level shall be placed in the "fire" position. A force gage shall be attached to the midpoint of the exposed forward surface of trigger. A force shall be gradually applied to the trigger and exerted in a line parallel to the axis of the barrel bore until the firing mechanism is released. The force shall be recorded. The above procedure shall be repeated a total of five times. To be acceptable all of the readings shall be within the trigger pull force limits specified in the trigger pull requirements.

4.5.14.18.2 Trigger pull force retainability. After completion of the trigger pull force and the trigger pull force after targeting and accuracy tests, the rifle shall be manually cycled and the trigger pulled to release the firing mechanism a total of 500 times. The trigger pull force shall again be measured in accordance with the trigger pull procedure above. To be acceptable, all five (5) trigger pull force readings shall be within ± 8 ounces of the average of those measured during the trigger pull force test.

4.5.14.19 Functioning. During targeting and accuracy (see 4.5.14.22), the rifle shall be checked to assure that there are no malfunctions or unserviceable parts or pierced primers. Upon completion of the test, the day optical sight shall be checked for cleanliness and optical quality (see 3.18.11). In the event of the occurrence of any stoppages during the functioning test, a retest shall be allowed consisting of firing 100 rounds. To be acceptable, no stoppages, malfunctions, unserviceable parts or pierced primers shall occur during the retest.

4.5.14.20 Endurance. The endurance test shall be performed by firing each rifle with the day

optical sight attached, a total of 10,000 rounds. The rifle shall be fired from a test fixture under ambient environmental conditions. The ammunition used for this test shall be as specified in 3.17.19. All rounds fired shall be counted.

4.5.14.20.1 Firing procedure. The firing rate may vary between 60 shots and 240 shots per hour. The rifle shall be cleaned, decoppered and lubricated according to the manufacturer's recommended frequency using the cleaners and lubricants identified below (see 4.5.14.20.5).

4.5.14.20.2 Replacement of parts. No parts shall be altered during the test. Broken parts that affect function and those parts that are worn to the extent they are unserviceable shall be replaced. The contractor shall provide replacement parts as required to complete the test at no additional cost to the Government.

4.5.14.20.3 Component inspection. The barrel receiver and bolt shall be magnetic particle inspected at 10,000 rounds. Magnetic particle inspection shall be done in accordance with ASTM E 1444.

4.5.14.20.4 Barrel accuracy. The barrel accuracy shall be checked after 1965 rounds have been fired. Testing shall be conducted in accordance with 4.5.14.22.

4.5.14.20.5 Cleaning and lubrication. The rifle shall be cleaned and lubricated with the cleaners and lubricants specified below according to the manufacturer's recommended cleaning/lubrication frequency.

4.5.14.20.5.1 Lubrication. The rifle shall be lubricated using lubricant in accordance with MIL-L-46000 (LSA) or MIL-PRF-63460.

4.5.14.20.5.2 Cleaning. The rifle shall be cleaned using a cleaning solvent in accordance with MIL-C-372.

4.5.14.20.6 Failure definition. A failure is defined as one or more of the following (Note: From the user's perspective MRBEFF includes only those failures that are non-operator correctable and cause functionality loss of the rifle and/or day optical sight):

a. Any stoppage that cannot be corrected by the operator within 10 seconds.

b. Any parts that are replaced due to normal use. Each part that is replaced shall be counted as one failure, except where the parts failures are interrelated. In this case, all the parts failures that are interrelated, shall be counted as one failure. This excludes barrel replacement after 2,000 rounds have been fired.

c. Visually observed crack in the bolt, barrel extension, or barrel.

d. Inadvertent firing of more than one round at a time.

e. The maximum change, after zeroing, between the point of aim and the center of impact exceeds 0.5 MOA within 100 rounds.

4.5.14.20.7 Stoppage definition. A stoppage is defined as one or more of the following (Note: From the user's perspective MRBS includes all essential function failures (EFFs) - those that are operator correctable and non-operator correctable):

a. A stoppage is defined as any incident resulting in unplanned cessation in firing or inability to commence firing. This includes stoppages traceable or chargeable to an unserviceable part. Descriptions include, but are not limited to, failures to feed, extract, eject, close, fire, or failure to function of the magazine.

b. When it is established that previously recorded stoppages are attributable to an unserviceable part, these shall not be counted against the rifle being tested, provided they occurred not more than 200 rounds prior to replacement of the unserviceable part. These 200 rounds shall have been fired with the unserviceable part.

c. Also stoppages attributed to ammunition shall not be counted against the rifle/magazine being tested. However, these stoppages shall be recorded and properly identified with supporting analysis (see 6.3).

4.5.14.20.8 Reliability acceptance criteria. To demonstrate the reliability requirements with 80% confidence the following acceptance criteria shall be applied to each test weapon individually.

MRBEFF Accept - 2 failures or less Reject - 3 or more failures
MRBS Accept - 5 stoppages or less Reject - 6 or more stoppages

Note: The number of allowable failures and stoppages are calculated using the chi-square statistical distribution at 80% statistical confidence.

4.5.14.20.9 Aim point retention. At the start of the reliability test, the day optical sight shall be zeroed and attached to the weapon according to the manufacturer's instructions. Twenty shots shall then be fired to establish a baseline calculated center of impact. Testing shall be performed with targets placed at a range of 300 meters and all rounds shall be fired without the suppressor attached. After 200 rounds have been fired the above procedure shall be repeated. To be acceptable, the distance between the original calculated center of impact and the calculated center of impact after 200 rounds have been fired shall be 1.72 inches or less.

4.5.14.21 High pressure resistance. The rifles shall be tested for high-pressure resistance by firing one high-pressure test cartridge in each rifle. Cartridges shall produce proof pressures derived from service load standard deviations as specified in ANSI/SAAMI 2299.4 using MK 248 MOD 1 (DODIC AB43, 220 grain) ammunition as the service load. After proof firing the rifles shall be visually examined for cracks, deformations and other evidence of damage, and cartridge cases shall be visually examined for bulges, splits, rings and other defects caused by defective barrels. As a minimum, the barrel, bolt and receiver shall be examined by magnetic particle for cracks, and other evidence of damage, in accordance with ASTM E 1444. Proof marks shall be applied to rifles that have passed this test.

4.5.14.22 Targeting and accuracy. Testing of rifles with day optical sight for targeting and accuracy shall be accomplished with the rifle held in a Government approved machine rest. The range shall be as specified in 3.17.22. The ammunition shall be as specified in 3.17.19. All firing shall begin with the magazine filled to capacity. Before each rifle is fired for record, up to

ten (10) shots may be fired to foul the bore, seat the weapon, settle the rifle action and sight the weapon. A series of ten (10) shots shall be fired at a single target, maintaining the same point of aim, without the suppressor attached. The center of impact shall be calculated by taking the average of the X and Y coordinates of each shot. The average mean diameter shall be calculated by doubling the average of the radial distances to each shot from the calculated center of impact (see 6.9).

Three series of five shots shall be fired at three separate targets for a total of 15 shots with the suppressor attached to the rifle. The suppressor shall be removed and reattached to the rifle between the series of shots fired with the suppressor. The center of impact of each series of shots shall be calculated by taking the average of the X and Y coordinates of each shot. The average mean diameter shall be calculated by doubling the average of the radial distances to each shot from the calculated center of impact. Each of the series of shots shall meet the dispersion requirement.

The same point of aim shall be retained for all targets fired. A Government approved stop watch shall be started coincident with the firing of the first shot for record. It shall be stopped as soon as the last shot in the magazine is fired. This procedure shall be repeated until all 25 shots for record have been fired. The total time used for firing shall then be recorded. This time is then to be divided by 25 to determine the average firing rate. To be acceptable, the firing rate shall be 3 shots per minute or greater.

The four targets shall be suitably identified with a common reference coordinate system to accomplish the measuring required to determine the targeting and accuracy (see 3.17.22) and suppressor impact shift (see 3.17.14.3) requirements. The targets shall then be checked to determine whether all the targeting and accuracy requirements and suppressor impact shift requirements have been met. To be acceptable each group of targets shall meet the targeting and accuracy requirements.

To determine conformance to the suppressor impact shift requirement, the calculated center of impact of each series of five shots fired with the suppressor attached shall be compared to the calculated center of impact of the series of shots fired without the suppressor attached to the rifle. To be acceptable, the mean point of impact of each five shot group fired with the suppressor attached shall meet suppressor impact shift requirements.

4.5.14.23 Drop survability - rifle. The rifle, with day optic scope detached, shall be dropped onto a dirt surface. The dirt shall have a minimum soil penetration resistance of 750 pounds per square inch at a depth between one and one and one half inches. The soil penetration resistance shall be measured at a depth of 1 to 1 1/2 inches using a cone penetrometer. A minimum of three readings at least six inches apart shall be made in the area the rifle is to be dropped (a maximum of six inches away from where the rifle will impact). The safety shall be placed in the safe position and an empty (bullet pulled and no propellant) but primed MK 248 cartridge inserted in the chamber. The rifle shall then be attached to a test fixture in the following orientations; barrel down, butt end down, right side down, left side down, 45 degree angle with vertical plane - butt end down, and top side down. The rifle shall be released from each of these orientations and allowed to free fall a minimum distance of five feet onto the dirt surface. Upon completion of this test, each rifle shall be visually inspected for damage, rezeroed and shall then be subjected to

the targeting and accuracy test (4.5.14.22).

4.5.14.24 Firing pin (GUIDE). This test will be performed using STME to measure firing pin protrusion relative to the bolt face.

4.5.14.25 Temperature extremes. Three rifles with the day optical sight shall be used for this test. The rifles shall be fired at the rate of between 60 shots and 240 shots per hour and cleaned and lubricated in accordance with the manufacturers recommended instructions. For the cold temperature test, the bolt assembly from each rifle shall be disassembled, cleaned with solvent in accordance with MIL-PRF-372, dried and reassembled dry. The rifles shall then be conditioned in a cold temperature chamber at -50° ± 5°F for a minimum of four hours before testing begins. A person dressed in cold weather environmental clothing with the outer arctic mitten removed, shall enter the chamber, load the magazine, insert the magazine in the rifle or load the rifle, and fire 100 shots with each weapon. Upon completion of this test, the day optical sight shall be checked for looseness. The rifles shall then be cleaned and lubricated using LSA (MIL-L-46000) or CLP (MIL-PRF-63460). The rifles shall then be conditioned in a hot temperature chamber at 145° ± 5°F. A person shall enter the chamber and fire 100 shots with each weapon. To be acceptable all shots must fire without any stoppages, as defined in 4.5.14.20.7, and the day optical sight shall not become loose.

4.5.14.26 Special clothing. Two rifles shall be used for this test. An operator dressed in N.B.C. clothing shall load the magazine, insert the magazine in the rifle or load the rifle. The operator shall then fire four shots with each rifle. To be acceptable, all shots shall fire without any stoppages attributable to the clothing.

4.5.14.27 Interchangeability. The rifle shall be tested for the interchange of repair parts by disassembling and then reassembling parts using the parts and pre-arranged system specified below. Interchange of parts shall be accomplished by dividing the parts of each M24 into 10 groups of non-mating parts. The parts shall be distributed in groups into 10 different trays until each tray contains parts of a complete M24. Groups of parts from the first M24 shall be taken in order and placed in trays 1 through 10; groups of parts from the second M24 shall be taken in order and placed in trays 2 through 10 to 1; groups of parts from the third M24 shall be taken in order and placed in trays 3 through 10 to 2, etc. Commercial parts such as screws, spring pins, etc., shall be placed in the same tray as their mating or associated part. Any commercial part rendered unserviceable by disassembly shall be replaced without penalty to the interchangeability test. The M24 shall be reassembled using only those parts which are in the same tray. The rifle shall then be subjected to the headspace test (4.5.14.17) and firing pin test (4.5.14.24). The rifle shall then be subjected to the targeting and accuracy (4.5.14.22) and functioning test (4.5.14.19).

4.5.14.28 Muzzle velocity. Five rounds of MK 248 MOD 0 (DODIC A191, 190 grain) ammunition shall be fired and muzzle velocity recorded within 5 feet of the muzzle using STME. To be acceptable, all measurements shall meet muzzle velocity requirements.

4.5.14.29 Iron sights. It shall be demonstrated that the iron sights do not interfere with the mounting and/or employment of the rifle's primary optic/electro-optic(s).

4.5.14.29.1 Range. This requirement will be verified by analysis. Iron sight elevation adjustment range in combination with top mounting rail declination (if any) of the rifle will be

compared to established MK 248 MOD 0 and MK 248 MOD 1 external ballistics data for the average muzzle velocity (see 4.5.14.28) produced by the rifle for both rounds.

4.5.14.29.2 Detachability. The iron sights shall be installed and zeroed to the weapon. Ten shots shall be fired at 100 meters to establish a baseline center of impact. The iron sights shall be removed and then reinstalled on the weapon. Ten more shots shall be fired using the same aim point as before. The impact shift of the calculated center of impact of each shot group shall be no greater than 1.15 inches and only deployment kit tools shall be used if tools are necessary to remove and attach the iron sights.

4.5.14.29.3 Adjustability. The azimuth and elevation adjustments shall be adjusted to each extreme position two times. The full range of adjustment shall be checked for tactile clicks.

4.5.15 Day optical sight.

4.5.15.1 DOS mounting interface. The day optical sight shall be attached and detached from the MIL-STD 1913 rail to determine conformance to the requirement.

4.5.15.2 Magnification. The magnification of the day optical sight shall be measured using standard optical measuring equipment.

4.5.15.3 Ballistic adjustments.

4.5.15.3.1 Elevation and windage adjustment. A collimator which has a reticle capable of measuring to a minimum resolution of 0.1 milliradians shall be used for this test. The day optical sight shall be rigidly mounted to a test fixture. View through the day optical sight and line up the reticle with the collimator reticle. The elevation and windage knobs shall be rotated as specified in 3.18.3.1. To be acceptable, the zero position of the day optical sight as defined by the intersection of the vertical and horizontal reticle lines shall not have moved more than the tolerance specified in 3.18.3.1.

4.5.15.3.2 Bullet drop compensation. This requirement will be verified by analysis. BDC markings will be compared to established MK 248 MOD 0 and MK 248 MOD 1 external ballistics data for the average muzzle velocity (see 4.5.14.28) produced by the rifle for each round.

4.5.15.4 Reticle. Reticle properties shall be measured using standard optical measuring equipment.

4.5.15.4.1 Cover plate . The coverplate requirement shall be verified using standard optical measuring equipment.

4.5.15.4.2 Index match & scale. The index match & scale requirement shall be verified using standard optical measuring equipment.

4.5.15.5 Optical Glass. Objective evidence that all glass is of high quality in accordance with MIL-PRF-13830 shall be examined to determine conformance to the requirement.

4.5.15.6 Parallax. Parallax shall be checked by sighting through the day optical sight and observing a point on the target at the distance specified in 3.18.6 with respect to a corresponding point of the day optical sight reticle in close proximity to the optical axis. Parallax shall be recognized as any apparent displacement of the target image in relation to the reticle image when

the observer's head is moved. The displacement of the target image shall not exceed the limit specified in 3.18.6.

4.5.15.7 Eye piece focus. This test shall be performed with the aid of a calibrated dioptometer with a magnification of at least 3 power and a diopter measuring range of at least plus and minus 4 diopters. Adjust the dioptometer eyepiece for best focus of the dioptometer reticle and set the dioptometer diopter scale to zero. Adjust the eyepiece of the day optical sight to each extreme direction and obtain a clear sharp image of the day optical sight reticle while viewing through the dioptometer to determine conformance with 3.18.7.

4.5.15.7.1 Eyepiece and zoom torque. Eyepiece and zoom torque shall be verified utilizing STME.

4.5.15.8 Resolution. This test shall be performed utilizing an auxiliary telescope with a magnification of at least 3 power (3X), a resolving power chart, and a supporting medium to receive this test equipment as well as the day optical sight to be tested. The resolving power chart shall be either figure I of MIL-PRF-13830 or the National Bureau of Standards (NBS) High Contract Resolution Test Chart 1952 that forms a part of NBS Circular 533. The test method and procedure shall be in compliance with the "Resolution Test" specified in MIL-O-13830. The limit of resolution shall be within the value specified in 3.16.9 as determined by viewing through the auxiliary telescope.

4.5.15.9 Laser filter unit (LFU) interface (GUIDE). The internal threaded on the DOS housing shall be visually inspected and measured using thread gauges.

4.5.15.10 Clear eye distance. Clear eye distance shall be measured using standard optical measuring equipment.

4.5.15.11 Cleanliness and optical quality. Following all testing the Day Optic Sight shall be examined to verify cleanliness and optical quality.

4.5.15.12 Watertightness. The day optical sight shall be placed in a container of water at ambient temperature and subjected to a minimum depth of 3.28 feet (one meter) for one hour. There shall be no evidence of moisture or fogging.

4.5.15.13 Sealing. The day optical sight shall be placed in a test chamber and the pressure reduced to at least -5.4 pounds per square inch gage. Once this pressure is reached, it shall be maintained for a minimum of 7 1/2 hours. At the end of this time, the vacuum pump shall be turned off and the valves to the chamber closed. Water vapor shall then be introduced into the chamber until a condition of water vapor condensing exists. This condition shall be maintained while the chamber is slowly brought to atmospheric pressure. The total time of this condition shall be a minimum of 1/2 hour. The day optical sight shall then be removed from the chamber and examined for the presence of water vapor within the day optical sight. To be acceptable, there shall be no evidence of water vapor within the day optical sight.

4.5.15.14 Exterior surface. Exterior surfaces shall be visually examined.

4.5.15.15 Reattachment. This test shall be performed after the targeting and accuracy test (4.5.14.22). Three rifles, with day optical sight, shall be used. The day optical sight shall be removed and reattached for a total of 180 cycles in accordance with the manufacturer's recommended instructions. Throughout this test the scope rings must be aligned with the same

slot of the base mount/receiver from which it was removed. The change in zero of the day optical sight, as defined by the intersection of the horizontal and vertical reticle lines in relation to the bore of the rifle, shall be recorded after each of the required 180 cycles. An auto-collimator which is accurate to 0.5 seconds of arc, a muzzled reference mirror rigidly attached to the muzzle of the rifle and a light source which will project light through the day optical sight to the collimator shall be used to measure the change in zero. The distance between the auto-collimator reticle as reflected from the muzzle mirror and the projected day optical sight reticle is the change in zero. To be acceptable, the change in zero shall not exceed the value specified in 3.18.15.

4.5.15.16 Drop survivability - day optical sight with carrying case. A total of two day optical sight carrying cases with the day optical sight inside shall be used for this test. One day optical sight carrying case shall be conditioned in a cold temperature chamber (-50°F ± 5°F) for a minimum of 24 hours. The remaining one day optical sight carrying case shall be conditioned in a hot temperature chamber (145°F ± 5°F) for a minimum of 24 hours. The two sets of day optical sight carrying cases shall be subjected to the test in 4.5.15.16.1 either while still inside the chamber or immediately after removal from the chamber. If the drop test is performed outside of the chamber, the test shall be completed within three minutes of removal from the chamber.

4.5.15.16.1 Orientations. The day optical sight carrying case with the day optical sight inside shall be attached to a test fixture in each of the following six orientations: top, bottom, two adjacent sides, and two diagonally opposed corners. The day optical sight carrying case shall be released from each of these orientations and allowed to fall a minimum distance of seven feet onto a one inch steel plate backed by concrete. Upon completion of this test, the day optical sight shall be examined for structural and functional damage. The day optical sight shall be subjected to the optical tests (4.5.15.8, 4.5.15.6, and 4.5.15.3.1 (ambient only), the watertightness test (4.5.15.12) and the sealing test (4.5.15.13).

4.5.15.17 Drop survivability - day optical sight. A total of three day optical sights are to be drop tested. Each of the three day optical sights shall be used for one of three orientations. The day optical sight shall be dropped on a dirt surface. The soil penetration resistance shall be measured at a depth of 1 to 1 1/2 inches using a cone penetrometer. A minimum of three readings at least six inches apart shall be made in the area the day optical sight is to be dropped (a maximum of six inches away from where the day optical sight will impact). The day optical sight shall then be attached to a test fixture in the following three orientations: both ends and the knobs pointing down. The day optical sight shall be released from each of these orientations and allowed to free fall a minimum distance of two feet onto the dirt surface. Upon completion of the test, the day optical sight shall be subjected to the optical tests (4.5.15.8, 4.5.15.6, and 4.5.15.3.1 (ambient only), the watertightness test (4.5.15.12) and the sealing test (4.5.15.13).

4.5.15.18 Lens cover. The lens covers shall be inspected by hand to determine that they can be opened and closed while still remaining attached to sight, and that they stay open during use.

4.5.16 System carrying case. The system carrying case shall be subject to examination.

4.5.16.1 Drop survivability. A total of two system carrying cases are to be drop tested. One system carrying case with its full contents shall be conditioned in a cold temperature chamber (-40°F ± 5°F) for a minimum of 24 hours. The remaining one system carrying case with its full contents shall be conditioned in a hot temperature chamber (145°F ± 5°F) for a minimum of 24

hours. The two system carrying cases with its full contents shall be subjected to the test in 4.5.16.1.1 either while still inside the chamber or immediately after removal from the chamber. If the drop test is performed outside the chamber, the test shall be completed within ten minutes of removal from the chamber.

4.5.16.1.1 Orientations. The system carrying case shall be attached to a test fixture in each of the following orientations: top, bottom, two adjacent sides and two diagonally opposed corners. The system carrying case shall be released from each of these orientations and allowed to fall a minimum distance of 30 inches onto a one inch steel plate backed by concrete. Upon completion of this test, the system carrying case shall be visually examined for any structural or functional damage. All of the contents shall be examined for any physical damage.

4.5.16.2 Transportation vibration. This test shall be performed at the completion of the system case drop test. The system carrying case shall be subjected to the cold temperature transportation vibration test in accordance with MIL-STD-810E, Method 514.4 "VIBRATION". Upon completion of the test, the system carrying case shall be examined for structural damage and the rifle and day optical sight shall be examined for physical damage. The rifles with the day optical sight mounted cases shall be subjected to the targeting and accuracy test. To be acceptable, there shall be no evidence of structural damage to the case and the rifle shall meet targeting and accuracy requirements.

4.5.16.3 Rain/moisture. The system carrying case with all of its contents inside shall be placed inside a rain chamber. Rain and wind shall be applied at the rate specified in 3.19.3 for 1/2 hour. Upon completion of the test, the rifle shall be removed from the case and examined for wetness. To be acceptable, there shall be no wetness inside the case.

4.5.16.4 Pressure retention. The pressure relief valve shall be removed from the carrying case and a suitable adaptor shall be installed which will permit dry compressed air to pressurize the case. A pressure regulator shall be used to prevent over pressurization. The case shall be pressurized to a positive pressure of 0.50 ± 0.05 psig (13.8 ± 1.4 in. of water) and the air supply shut off. The pressure shall be allowed to stabilize for 15 minutes. If the pressure falls outside 0.50 ± 0.05 psig range during the stabilization period, the case shall be repressurized to 0.50 ± 0.05 psig. Record the actual pressure in the case. Allow the container to remain in this condition for 6 minutes and record the pressure. If the pressure drop after 6 minutes exceeds the requirement in 3.19.4 the case shall be rejected.

4.5.16.5 Marking. Each rifle shall be visually examined to verify marking.

5.0 PACKAGING

5.1 Packaging requirements. The requirements for packaging shall be in accordance with ASTM-D3951. The quantity of unit pack shall be one each.

5.2 Marking. Marking shall be in accordance with MIL-STD-129.

6.0 NOTES

(This section contains information of a general or explanatory nature that may be helpful, but is not mandatory).

6.1 Intended use. The M24 furnished to this specification are intended for sniper purposes.

6.2 Acquisition requirements. Procurement documents should specify the following:

a. Title, number, and date of this purchase description.

b. Requirements for design verification (see 4.2).

c. Requirements for first article (see 4.3).

d. Requirements for quality conformance inspection (see 4.4).

e. Government furnished material or equipment

f. Packaging requirements

g. Applicable national stock number

h. Disposition instructions for endurance tested rifles and first article rifles.

6.3 Failure data. If the requirements cited herein are not met, acceptance of the M24 will be deferred and, as appropriate, the following actions should be accomplished in a timely manner:

a. Conduct a failure analysis study of the components that are suspected to have caused the failure or malfunction.

b. Evaluate and correct the applicable production processes and procedures to prevent recurrence of the same defect(s) in future production.

c. Examine all completed and in-process product, including components and subassemblies, to ensure that material containing the same defect is purged from the inventory and not presented for acceptance.

d. Submit the results of the failure analysis and the corrective actions taken to the PCO for approval prior to submitting any reconditioned material for retest.

6.4 Army-type designator. The appearance of type designators in contracts, invitation to bid, specifications, drawings, etc. does not in itself constitute official type designation assignment. Only those type designators approved and issued in full accordance with 4.2.4.3 of MIL-STD-1464 are considered officially assigned. Government direction for appropriate nomenclature will be provided following Design Verification.

6.5 Peak sound pressure. The true peak value is the maximum value of the noise waveform. The impulse measurement is an integrated measurement. The true peak reading should only be used when determining peak sound pressure level. (Reference: http://www.osha.gov/dts/osta/otm/noise/exposure/instrumentation.html)

6.6 Protective finishes. The following finishes are recommended for metallic components:

Carbon Steel - Manganese or Zinc Phosphate (reference MIL-STD-171)
Aluminum - Hard Coat Anodic Coating (reference MIL-STD-171)

Corrosion Resistant Steel - Black Oxide (reference MIL-STD-171)

6.7 Configuration. The M24 includes the following components:

Rifle
MIL-STD 1913 Picatinny Rails
Detachable iron sights (objective requirement)
System carrying case
Bipod
Five (5) detachable box magazines
Sling
Day optical sight
DOS mounting interface
Combination acoustic, flash, and blast suppressor
Suppressor sleeve
Flash hider
DOS carrying case
Deployment kit
Cleaning kit

6.8 Standards. To obtain Optical Surface Quality Standards if required contact the following office: US ARMY RDECOM-ARDEC, AMSRD-AAR-QEP-B, Picatinny Arsenal, NJ 07806-5000 (email address: QESA-QEP@pica.army.mil).

6.9 Definitions.

a. Analysis. An element of verification that uses established technical or mathematical models or simulations, algorithms, charts, graphs, circuit diagrams, or other scientific principles and procedures to provide evidence that stated requirements were met.

b. Average mean diameter. The average distance of each round in a shot group relative to the calculated center of impact of that shot group multiplied by two.

c. Cast-off/cast-on adjustment. The horizontal deviation of the butt away from the center line of the gun.

d. Comb height. The vertical deviation of the cheek rest relative to the top surface of the stock.

e. Demonstration. An element of verification that involves the actual operation of an item to provide evidence that the required functions were accomplished under specific scenarios. The items may be instrumented and performance monitored.

f. Essential Function Failure (EFF). Essential functions of the M24 are identified in the Failure Definition and Scoring Criteria for the M24, and can be found in 4.8.1.1.4 and 4.8.1.1.5.

g. Examination. An element of verification that is generally nondestructive and typically includes the use of sight, hearing, smell, touch, and taste; simple physical manipulation; and mechanical and electrical gauging and measurement.

h. Length of pull. Distance from the forward face of the trigger to the end of the butt plate.

i. Mean Rounds Between Essential Function Failure (MRBEFF). The average number of rounds that can be fired without incurring failures as listed in 4.5.14.20.6.

j. Special tools. Tools that are not common to the armorer's tool kit or the deployment kit specified herein.

k. Test. An element of verification in which scientific principles and procedures are applied to determine the properties or functional capabilities of items.

ADDENDUM 1: OFFEROR SPECIFIC ADDENDUM TO TAILOR GUIDE REQUIREMENTS/VERIFICATION METHODS

Instructions: Offerors have the option to use this addendum to tailor requirements and verification methods which are designated by (GUIDE) in this purchase description to conform to the physical configuration and/or manufacturing methodology presented by an offeror. If guide requirements are tailored, the offeror must thoroughly address the intent of the requirement/verification method as it is presented in its untailored form. Tailored requirements/verification methods shall be more specific than those currently presented and may be detailed in nature (i.e. defined by technical drawings, geometric dimensioning and tolerancing, etc.). This addendum, if utilized by the offeror to tailor guide requirements, shall be included in Volume I of the offeror's written proposal.

Applicability: The tailored GUIDE requirements/verification methods submitted herein shall replace the above GUIDE requirements/verification methods in the purchase description and will become part of the purchase description at contract award.

Guide Requirements

Chamber dimensions (GUIDE). The chamber shall conform to the chamber dimensions and tolerances as specified in ANSI/SAAMI 2299.4 for .300 Winchester Magnum Ammunition.

Headspace dimensions (GUIDE). The headspace dimension and tolerance shall conform to that specified in ANSI/SAAMI 2299.4 for .300 Winchester Magnum Ammunition.

Firing pin (GUIDE). The firing pin shall deliver enough energy to reliably (see 3.17.20.1) ignite MK 248 MOD 0 (DODIC A191, 190 grain) and MK 248 MOD 1 (DODIC AB43, 220 grain) primers. The firing pin design and operation shall not contribute to primer malfunctions that can be related to excessive deformation of the primer (e.g. pierced primers, loose primers, escape of gas around the primer cup, etc.).

Laser filter unit (LFU) interface (GUIDE). The DOS objective housing shall have an internally threaded interface to allow for attachment of an LFU. The LFU shall be furnished by the Government upon final selection of the DOS.

Guide Verification Methods

Chamber dimensions (GUIDE). Chamber dimensions shall be measured using standard measuring and test equipment (SMTE).

Headspace dimensions (GUIDE). Headspace shall be measured using standard measuring and test equipment (SMTE).

Firing pin (GUIDE). This test will be performed using STME to measure firing pin protrusion

relative to the bolt face.

Laser filter unit (LFU) interface (GUIDE). The internal threaded on the DOS housing shall be visually inspected and measured using thread gauges.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
0001	15-Jan-2010		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
US ARMY CONTRACTING COMMAND JOINT MUNITIONS AND LETHALITY CONTRACTING CENTER PICATINNY NJ 07806-5000	W15QKN	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
	X	9A. AMENDMENT OF SOLICITATION NO. W15QKN-10-R-0403
	X	9B. DATED (SEE ITEM 11) 12-Jan-2010
		10A. MOD. OF CONTRACT/ORDER NO.
CODE / FACILITY CODE		10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [ ] is extended. [X] is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[ ] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Continuation Pages.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 15-Jan-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

AMENDMENT 0001:

The purpose of Solicitation Amendment 0001 is to update the Purchase Description for the Rifle, .300 Winchester Magnum, Sniper W/ Day Optical Sight And carrying Cases, M24 Reconfigured. Revision dated 15 January 2010. Changes Highlighted.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

	TITLE	DATE	PAGES
Attachment 1	Contract Data Requirements List DD Form 1423 with Instructions	25 SEP 09	10
Attachment 2	TDP Option Selection Worksheet	22 SEP 09	4
Attachment 3	M24 Sniper Weapon System Component List	6 Jan 2010	3
Attachment 4	Hazardous Component Safety Data Statements: MK 248 Mod 0 Ammunition (DODIC A191) MK 248 Mod 1 Ammunition (DODIC AB43) TO BE PROVIDED AT CONTRACT AWARD	8 May 2003 TBD	3 TBD
Attachment 5	Special Packaging Instruction DD Form 2169 AM 12011886	Undated	2
Attachment 6	SF LLL – Disclosure of Lobbying Activities	Undated	3
Attachment 7	Clearance of Technical Information for Public Release	1 Apr 2006	2
Attachment 8	M24 Reconfigured Sniper Weapon System Statement of Objectives (SOO)	Undated	5
Attachment 9	Purchase Description: Rifle, .300 Winchester Magnum, Sniper w/ Day Optical Sight and Carrying Cases, M24 Reconfigured	15 Jan 2010	36

(End of Summary of Changes)

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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0003	04-Mar-2010		

6. ISSUED BY CODE W15QKN

US ARMY CONTRACTING COMMAND
JOINT MUNITIONS AND LETHALITY
CONTRACTING CENTER
PICATINNY NJ 07806-5000

7. ADMINISTERED BY (If other than item 6) CODE

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

X	9A. AMENDMENT OF SOLICITATION NO. W15QKN-10-R-0403
X	9B. DATED (SEE ITEM 11) 12-Jan-2010
	10A. MOD. OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13)

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [ ] is extended. [X] is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Continuation Page.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 04-Mar-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

The following items are applicable to this modification:

The purpose of this Amendment is to answer Frequently Asked Questions and provide a visual of the system cases that are part of the Government Furnished M24 SWS.

FAQ ABOUT FACILITY CLEARANCE

Q1: HOW DO I OBTAIN A FACILITY CLEARANCE?

A1: If the company does not require access to classified information and/or material then a Facility Clearance (FCL) is not required nor authorized.
The FCL is associated with the National Industrial Security Program, under the requirements of the DoD 5220.22-M. (NISPOM)

The program you are referencing for this contract relates the Arms, Ammunition & Explosive Program DoD 5100.76-M. Under the AA&E program the GCA is required to notify DSS and request a pre award survey to be conducted prior to the award of the contract. During the pre award survey the DSS Industrial Security Specialist assigned will review the facility's ability to meet the requirements and report to the GCA. It will be the procuring commands responsibility to provide the facility suitability determination, with DSS coordination, to the contractor storing AA&E material.

Before the facility will be reviewed in this process the procuring command or administrative command will need to request a pre award survey to be conducted.

FAQ ABOUT HAND DELIVERING WEAPONS

Q2: HOW DO I Hand Delivery MY Weapons to Aberdeen?

A2: Although this procedure is not encouraged any interested offerors that would like to hand deliver, must contact Rex Queen (410-278-6790) or George Niewenhous (410-278-8638) to set up a time and proper instructions for delivery Arrangements.

Q3: On Page 108 in the calculation for "TOTAL EVALUATED PRICE" the Gov't averages the production quantities (Ordering Period I-V Overall Evaluated Price) over 5 years, but not the First Articles (Ordering Period I, II, III, IV, and V First Article Test Lots of 5 each Reconfigured M24). If both numbers were averaged across 5 years this would seem to be more relevant for the Gov't as all numbers would be in terms of an average ANNUAL cost, plus the fixed costs of CLINS 6-10. Additionally, we priced our I&KPT CLIN per session. This provides the Gov't with the option to execute the CLIN as often as they like and only pay for what training they need versus one large lump sum. Consequently to get the TOTAL EVALUATED PRICE we simply averaged the number of I&KPT sessions per year we thought likely for the total annual price. Is this acceptable?

A3: NO, please follow the RFP's format and provide input exactly as instructed.

FAQ ABOUT HARDWARE

Q4: Will the US Government accept an offer of "consideration" for GFM equipment not capable of being used for reconfiguration?

A4: The Government will not accept an offer of consideration for unutilized GFM

Q5:. Please provide the commercial manufacturer and model information for each of the cases used in the M24 System.

A5:

- System Case (NSN 1005 01 260 2647): Manufacturer - Hardigg (Case equivalent model number - 472-M2W2BBLS-C-137; foam configuration for this model is not representative)
- Day Optic Sight Case (NSN 1005 01 260 2666): Supplier -> Remington Arms
- Deployment Case (NSN 1005 01 260 2647): Similar to Pelican 1120 Case, No-foam black
- Soft Rifle Carrying Case (NSN 1005-01-262-2818): Allen Company, Style F96076

Q6: Please provide the external and internal dimensions of each hard case used in the M24 System.

A6: **Disclaimer - Dimensions are Nominal - Actual Dimensions may vary slightly

- System Case: Exterior Dimensions - 50" L x 17" W x 12.3" H, Interior Dimensions - 46" L x 14" W x 12.3" H
- Day Optic Sight Case: Exterior Dimensions - 18" L x 6.25" W x 4.75" H, Interior Dimensions - 15.75" L x 5" W x 3.75" H
- Deployment Case: Exterior Dimensions - 8.12" x 6.56" x 3.56", Interior Dimensions - 7.25" x 4.75" x 3.06"

FAQ questions about TRIGGERS

Q7: If the candidate trigger has external adjustments, but cannot be readily accessed without disassembly of the rifle in its stock/chassis, does this type trigger meet the 3.17.18 specification for the M24E?

A7: The described configuration complies with the following requirement in paragraph 3.17.18 of the purchase description since it requires disassembly of the rifle from the stock/chassis prior to trigger adjustment: "The rifle shall have a trigger which is configured to prevent adjustment at the operator level."

Q8: If the trigger with external adjustments meets the M24E specification (3.17.18) due to its inaccessibility, do the adjustment points need to be staked and/or lacquered to prevent unauthorized adjustment?

A9: Adjustment points do not need to be staked or lacquered to prevent unauthorized adjustment at the operator level if the configuration requires that the trigger group be disassembled from the stock/chassis to be adjusted and the trigger is in compliance with all other 3.17.18 requirements.

FAQ ABOUT GFM

Q10: Will the complete list of M24 GFM be sent out to the contractor to be reconfigured and or demilled, or will only selected components (i.e. M24 rifle) be sent?

A10: complete M24 Sniper Weapon System (NSN 1005 01 240 2136) will be sent to the to the contractor to be reconfigured however the contractor shall be responsible for timely incoming inspection and GFM deficiency reporting as outlined in the Statement of Objectives.

* ADDITIONAL FAQ

Q11: Will the offeror be required to possess and maintain a site security clearance to integrate the GFM LFU over the course of the M24E contract?

A11: The LFU hardware is not a classified item. However, as delineated in the solicitation, specifically pages 67 and 83 of 112 your attention is directed to the compliance of having physical security to store any and all GFM AA&E, particularly clauses:

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999) PHYSICAL SECURITY STANDARDS FOR SENSITIVE ITEMS (June 2006). (ARDEC 18)

Q12: Please provide a listing of DRMO locations that would support demilitarization of non-reutilized or non-reconfigured M24 GFM's

A12: This information will be provided to the cognizant winning contractor. In addition, if the concern is related to GFM shipment costs, please note any and all GFM, including all unutilized GFM determined to be demiled and GFM delivered to the contractor, will be shipped at Government expense.

Q13: What are the approved DRMO locations that can provide demilitarization of non-reutilized or non-reconfigured M24 GFM's per Chapter 3 paragraph B 9A in of the Defense Demilitarization Manual DOD 4160.21-M-1?

A13: This information will be provided to the cognizant winning contractor.

Q14: If it is discovered that the M24 GFM could be utilized by another government agency, is within the scope of the demilitarization process or related processes to provide that non reconfigurable M24 GFM to another U.S. DoD or U.S. Federal government activity?

A14: It is not within the scope of the contract to make such a determination. The Directorate of Logistics at RIA and/or DRMO in coordination with DLA will make such determination after receipt of unutilized GFM from offeror.

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
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2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	W15QKN-10-R-0403	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	12 Jan 2010	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO (If other than Item 7)	CODE
US ARMY CONTRACTING COMMAND JOINT MUNITIONS AND LETHALITY CONTRACTING CENTER PICATINNY NJ 07806-5000 TEL: FAX:	W15QKN	See Item 7 TEL: FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in SEE SECTION L until 03:00 PM (Hour) local time 25 Feb 2010 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	DAVID WESLEY STREET		david.w.street@us.army.mil

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
	☐		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM

24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

DISCLOSURE OF UNIT PRICE INFORMATION (ARDEC 163) (DEC 2002)

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

GENERAL INFORMATION TO OFFERORS OR QUOTERS (ARDEC 168) (FEB 05)

1. If you are not submitting a response, complete the information in paragraphs 9 and 10 and return to the issuing office in paragraph 6 via electronic mail.

2. Responses must set forth full, accurate and complete information as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. Responses must be plainly marked with the Solicitation Number and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

4. Information regarding the timeliness of response is addressed in the provision of the solicitation entitled either "Late Submission, Modification and Withdrawal of Bid" or "Instructions to Offerors – Competitive Acquisitions".

5. Procurement Information

☒ This Procurement is unrestricted
☐ This Procurement is ___% set-aside for _____. The applicable SIC/NAICS codes are: **332994**.

6. Issuing Office

U.S. ArmyContracting Command
Joint Munitions and Lethality Contracting Center
CCJM-SW (Soldier Weapons)
Phipps Road, BLDG 9
Picatinny Arsenal, NJ 07806-5000

Phone: (973) 724-3362
DSN: 880-3362
Fax: (973) 724-3340
Email: david.w.street@us.army.mil

7. Additional Information (i.e.; In accordance with 10 U.S.C. 2304(c)(1) as implemented by FAR 6.302-1(a)(2)(ii), this acquisition is restricted to the following source: _____"

8. Point of Contact for Information:

David Street

U.S. Army Contracting Command
Joint Munitions and Lethality Contracting Center
CCJM-SW (Soldier Weapons)
Phipps Road, BLDG 9
Arsenal, NJ 07806-5000

Phone: (973) 724-3362
DSN: 880-3362
Fax: (973) 724-3340
Email: david.w.street@us.army.mil

9. Reason For No Response:

- ☐ Cannot Comply With Specifications
- ☐ Unable To Identify The Item(s)
- ☐ Cannot Meet Deleivery Requirement
- ☐ Do Not Regularly Manufacture or Sell the Type Items Involved
- ☐ Other (specify): _____

_____

10. Company Name and Address (include Action Officer name and title):

Name:
Address:
City/State/Zip:
Action Officer:
Title:
Phone Number:

(End of Provision)

Section B - Supplies or Services and Prices

CONTRACT MINIMUM / MAXIMUM:

This is an Indefinite Delivery Indefinite Quantity (ID/IQ) type contract with Firm Fixed Price (FFP) Delivery Orders. The Government's minimum ordering obligation will be satisfied after issuance of Delivery Order 0001. The Government is only obligated to award the minimum quantity of 25 each for the entire contract.

The Period of Performance for the Entire Contract: 5 years from the date of contract award.

The Minimum Quantity for the Entire Contract: 25 each.

The Maximum Quantity for the Entire Contract: 3,600 each.

MULTIPLE ORDER WINDOW:

This Delivery Order Contract will be established with a Multiple Order Window of 60 days.
In the event that the requirement for the M24 Reconfigured Sniper Weapon System should increase within 60 days after a Delivery Order has been initially issued, follow-on Delivery Order unit pricing will be adjusted based on the cumulative quantity of the Delivery Orders placed within a sixty (60) day period. The total quantity will be utilized to obtain the greatest economy of scale as outlined in the Pricing Schedule for that Ordering Period.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	M24 Reconfigured Sniper Weapon System FFP M24 Reconfigured Sniper Weapon System in accordance with the Statement of Work. Ordering Period I: Shall be for a period of 12 months from the date of contract award.				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	M24 Reconfigured Sniper Weapon System FFP Ordering Period I - First Article Test (Contractor Testing) Lot Consisting of 5 each M24 Reconfigured Sniper Weapon Systems. Payment upon Acceptance of Reconditioned / Refurbished M24 Reconfigured Sniper Weapon Systems. FOB: Origin	1	Lot		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB			Each		

M24 Reconfigured Sniper Weapon System
FFP
M24 Reconfigured Sniper Weapon System in accordance with the Statement of Work.

Ordering Period I - Production Quantity

From Quantity	To Quantity	Unit Price
1	25	$ _____
26	750	$ _____
751	1,500	$ _____
1,501	2,500	$ _____

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					

M24 Reconfigured Sniper Weapon System
FFP
M24 Reconfigured Sniper Weapon System in accordance with the Statement of Work.

Ordering Period II: Shall be for a period of 12 months following Ordering Period I.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		1	Lot		

M24 Reconfigured Sniper Weapon System
FFP
Ordering Period II - First Article Test (Contractor Testing)

Lot Consisting of 5 each M24 Reconfigured Sniper Weapon Systems.

Payment upon Acceptance of Reconditioned / Refurbished M24 Reconfigured Sniper Weapon Systems.

FOB: Origin

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB			Each		

M24 Reconfigured Sniper Weapon System
FFP
M24 Reconfigured Sniper Weapon System in accordance with the Statement of Work.

Ordering Period II - Production Quantity

From Quantity	To Quantity	Unit Price
1	25	$ _____
26	750	$ _____
751	1,500	$ _____
1,501	2,500	$ _____

FOB: Origin

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					

M24 Reconfigured Sniper Weapon System
FFP
M24 Reconfigured Sniper Weapon System in accordance with the Statement of Work.

Ordering Period III: Shall be for a period of 12 months following Ordering Period II.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		1	Lot		

M24 Reconfigured Sniper Weapon System
FFP
Ordering Period III - First Article Test (Contractor Testing)

Lot Consisting of 5 each M24 Reconfigured Sniper Weapon Systems.

Payment upon Acceptance of Reconditioned / Refurbished M24 Reconfigured Sniper Weapon Systems.

FOB: Origin

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB			Each		

M24 Reconfigured Sniper Weapon System
FFP
M24 Reconfigured Sniper Weapon System in accordance with the Statement of Work.

Ordering Period III - Production Quantity

From Quantity	To Quantity	Unit Price
1	25	$ _____
26	750	$ _____
751	1,500	$ _____
1,501	2,500	$ _____

FOB: Origin

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					

M24 Reconfigured Sniper Weapon System
FFP
M24 Reconfigured Sniper Weapon System in accordance with the Statement of Work.

Ordering Period IV: Shall be for a period of 12 months following Ordering Period III.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		1	Lot		

M24 Reconfigured Sniper Weapon System
FFP
Ordering Period IV - First Article Test (Contractor Testing)

Lot Consisting of 5 each M24 Reconfigured Sniper Weapon Systems.

Payment upon Acceptance of Reconditioned / Refurbished M24 Reconfigured Sniper Weapon Systems.

FOB: Origin

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB			Each		

M24 Reconfigured Sniper Weapon System
FFP
M24 Reconfigured Sniper Weapon System in accordance with the Statement of Work.

Ordering Period IV - Production Quantity

From Quantity	To Quantity	Unit Price
1	25	$ _____
26	750	$ _____
751	1,500	$ _____
1,501	2,500	$ _____

FOB: Origin

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	M24 Reconfigured Sniper Weapon System FFP M24 Reconfigured Sniper Weapon System in accordance with the Statement of Work. Ordering Period IV: Shall be for a period of 12 months following Ordering Period V.				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	M24 Reconfigured Sniper Weapon System FFP Ordering Period V - First Article Test (Contractor Testing) Lot Consisting of 5 each M24 Reconfigured Sniper Weapon Systems. Payment upon Acceptance of Reconditioned / Refurbished M24 Reconfigured Sniper Weapon Systems. FOB: Origin	1	Lot		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB			Each		

M24 Reconfigured Sniper Weapon System
FFP
M24 Reconfigured Sniper Weapon System in accordance with the Statement of Work.

Ordering Period V - Production Quantity

From Quantity	To Quantity	Unit Price
1	25	$ _____
26	750	$ _____
751	1,500	$ _____
1,501	2,500	$ _____

FOB: Origin

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006					

Data IAW DD Form 1423
FFP
Data IAW DD Form 1423 Contract Data Requirements List (CDRL)

NOT SEPARATELY PRICED (NSP)

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Sessions		
OPTION	M24 Instructor & Key Personnel Training FFP M24 Reconfigured Sniper Weapon System Instructor and Key Personnel Training in accordance with the Statement of Objectives. The Government Reserves the Right to Exercise Option within 5 Years from the Date of Contract Award. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Each		
OPTION	M24 COTS Manuals, Supplemental Data FFP M24 Reconfigured Sniper Weapon System Commercial Off-The-Shelf (COTS) Manuals, and Associated Supplemental Data with Copyright Release Authorization. The Government Reserves the Right to Exercise Option within 5 Years from the Date of Contract Award. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Each		
OPTION	M24 Commercial Drawings/Models/Lists FFP M24 Reconfigured Sniper Weapon System Commercial Drawings/Models and Associated Lists in Order to Support Government Part Provisioning, Training, and Maintenance. The Government Reserves the Right to Exercise Option within 5 Years from the Date of Contract Award. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Each		
OPTION	M24 Government Purpose License Rights FFP M24 Reconfigured Sniper Weapon System Government Purpose License Rights with Production Ready Product Drawings/Models and Associated Lists of All Components and Assemblies Required to Reconfigure the Government Furnished M24 Sniper Weapon System. The Government Reserves the Right to Exercise Option within 5 Years from the Date of Contract Award. FOB: Destination				
				NET AMT	

Section C - Descriptions and Specifications

STATEMENT OF OBJECTIVES (SOO):

A Statement of Objectives (SOO) is an attachment to this Solicitation and is provided in Section J - List of Documents, Exhibits and Other Attachments.

Section D - Packaging and Marking

1. Bar Code Requirements:

☒ 2D BAR CODES REQUIRED

2. Detailed Requirements shall apply to this procurement.

a. Detailed Preservation and Packaging Requirements:
SPECIAL PACKAGING INSTRUCTION AM 12011886

b. Detailed Packing Requirements:
SPECIAL PACKAGING INSTRUCTION AM 12011886

c. Detailed Marking Requirements:
SPECIAL PACKAGING INSTRUCTION AM 12011886

d. Detailed Unitization Requirements:

Unitization Drawing:

☒ Standard:

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

e. Applicable Exception(s)/Special Notes to Packaging Requirements:

☒ 1) Wood Packaging Materials - Heat Treatment and Marking of Wood Packaging Materials: In accordance with the requirements of International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frames, and cleats. Packaging materials exempt from the requirements are materials that have undergone a manufacturing process such as corrugated fiberboard, plywood, particleboard, veneer and oriented strand board. All WPM shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) lumber and certified by an accredited agency recognized by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: http://www.alsc.org). All materials must include certification markings in accordance with ALSC standards and be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry.

2) Marking: In addition to any special marking and markings called out by the Special Packaging Instruction or drawing:

☒ - All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see http://www.acq.osd.mil/log/rfid/index.htm for the current DoD Suppliers' Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the unit load.

☒ - Contractors and vendors shall apply identification and address markings with bar codes in accordance with MIL-STD-129. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have barcodes applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard, see paragraph 5.3.

☒ - Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

☒ - Military Shipping Label. Commercial software may be used to generate a Military Shipment Label/Issue Receipt Document (MSL/IRRD) including the required Code 39 and 2D (PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of MIL-STD-129. Contractors shall insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignee's name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC. Two contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129. Contractors are MILPAC (<http://milpac.com>) and Easysoft Corporation (<http://easysoftcorp.com>)(Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)"

3. Estimated weight of the item in its shipping container:

☒ Less than 200 pounds

4. Security classification of the material to be shipped:

☒ Unclassified

5. Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY CATEGORY
M24 Sniper Weapon System	1005-01-240-2136	II
M24 Reconfigured Sniper Weapon System Suppressor	TBD	II
M24 Reconfigured Sniper Weapon System (with Suppressor)	TBD	II
M24 Reconfigured Sniper Weapon System (Rifle Only without Suppressor)	TBD	IV
MK 248 Mod 0 Ammunition (DODIC A191) (or) MK 248 Mod 1 Ammunition (DODIC AB43)	1305-01-018-1547 1305-01-568-7504	IV

AA&E shall be transported and protected in accordance with DoD 4500.9-R, Defense Transportation Regulation (DTR) 4500.9-R-Part II, Chapter 205 and DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	Origin	Government	Origin	Government
0001AB	Origin	Government	Origin	Government
0002	N/A	N/A	N/A	N/A
0002AA	Origin	Government	Origin	Government
0002AB	Origin	Government	Origin	Government
0003	N/A	N/A	N/A	N/A
0003AA	Origin	Government	Origin	Government
0003AB	Origin	Government	Origin	Government
0004	N/A	N/A	N/A	N/A
0004AA	Origin	Government	Origin	Government
0004AB	Origin	Government	Origin	Government
0005	N/A	N/A	N/A	N/A
0005AA	Origin	Government	Origin	Government
0005AB	Origin	Government	Origin	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989) - ALTERNATE I (JAN 1997).

(a) The Contractor shall test **5** unit(s) of Lot/Item **M24 Reconfigured Sniper Weapon Systems** as specified in this contract. At least **30 days** before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing,of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within **120 calendar days of contract award, (Point of Contact and Address to be Provided at Contract Award), Picatinny Arsenal, NJ 07806-5000,** marked "FIRST ARTICLE TEST REPORT: Contract No. **W15QKN-10-D-**_ _ _ _, Lot/Item No. _ _ _ _ . Within **30** calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block

Title: Quality Management Systems
Number: ISO 9001:2008
Date: 15 Nov 2008
Tailoring: Excludes Paragraph 7.3

(End of clause)

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001)

Definitions. Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

Defect means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean ``data."

(b) Contractor's obligations. (1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within 1095 days after delivery.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall (i) promptly correct the defect, or (ii) promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 60 days after discovery of the defect.

Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within 30 days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 30 days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government. (1) The rights and remedies of the Government provided in this clause--

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at the Contractors Facility.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to--

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise--

(i) Obtain detailed recommendations for corrective action and either--

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

(End of clause)

ACCEPTANCE (ARDEC 30)

[X] Acceptance will be at the Contractor's plant.*

[ ] Acceptance will be at destination.

*** First Article Test Report Approval is Required.**

GOVERNMENT PROCUREMENT QUALITY ASSURANCE ACTIONS (ARDEC 31)

Government Procurement Quality Assurance (PQA) actions will be accomplished by the Governments authorized Quality Assurance Representative (QAR) at:

[X] Contractors Plant

[ ] Destination

[ ] Other: The Contractor's plant except for tests conducted at
a Government Facility or Proving Ground

ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STASTICAL PROCESS CONTROL (SPS)) (ARDEC 32)

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:

(1) Identification of the specific inspections and tests to be reduced or eliminated.

(2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.

(3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.

(4) The results of a process performance study, and if available, the results of a process capability study.

(5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:

(i) The process is in a state of statistical control using SPC control chart methods.

(ii) Variable data: for Critical characteristics a CPK =/> 2.00 (or equivalent capability) is achieved; for Major characteristics a CPK =/> 1.33 (or equivalent capability) is achieved.

(iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.

(c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.

(d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.

(e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

REWORK AND REPAIR OF NON-CONFORMING MATERIAL (ARDEC 33)

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

ACCEPTANCE INSPECTION EQUIPMENT (AIE) CLAUSE (ARDEC 34)

a. The contractor shall use a calibration system, with traceability to a national or international standard, for the AIE used on this contract.

b. The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

c. AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

d. Contractor furnished AIE shall be made (i) to the AIE designs specified in section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. AIE designs for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD FORM 1423. Government approval of AIE design documentation shall not be considered to modify the contract requirements.

e. When the contractor submits proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number and sufficient information to show capability of the proposed AIE to perform the inspection required. When the contractor submits proposed AIE designs on commercial computer controlled test and measuring equipment, the contractor shall include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

f. Resubmission of the contractor's proposed AIE design for approval on a follow on Government contract, by the same contracting activity, is not required provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

g. The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

h. If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

5152.209-4002 FIRST ARTICLE TEST (CONTRACTOR TESTING) (JM&L 40) JULY 08

a. The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

The First Article Test shall consist of five (5) each M24 Reconfigured Sniper Weapon Systems.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be copy furnished to **Commander, U.S. Army RDECOM-ARDEC, (Point of Contact and Address to be Provided at Contract Award), Picatinny Arsenal, NJ 07806-5000 marked "FIRST ARTICLE TEST REPORT": Contract No. W15QKN-10-D-_ _ _ _.**

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006

DELIVERY SCHEDULE:

SUBCLIN	QUANTITY	DELIVERY DATE	DELIVERY DESTINATION
0001AA Ordering Period I First Article Test	Lot Consisting of 5 each M24 Reconfigured Sniper Weapon Systems.	90 days After Contract Award 30 Days after First Article Test Report Approval Payment upon Acceptance of Reconditioned / Refurbished M24 Reconfigured Sniper Weapon Systems.	FAT at Contractor Facility Reconditioned / Refurbished FAT Weapons to be shipped to: Anniston Army Depot Defense Distribution Depot Anniston ATTN: DDAA-SW Building 360 7 Frankford Avenue Anniston, AL 36201-4199 Phone: 256-235-6149/6047 DODAAC: W31G1Z
0001AB Ordering Period I Production Quantity Ordering Period I: Shall be for a period of 12 months from the date of contract award.	TBD	30 Days after First Article Test Report Approval The contractor shall be required to deliver no more than 60 reconfigured M24 SWSs within 30 days after receipt of each individual order issued under the contract AND receipt of sufficient quantities of Government furnished material (GFM) to fulfill the order. If an individual order exceeds 60 units, the delivery schedule shall be 60 units per month until the order quantity is fulfilled. The contractor may exceed 60 units per month (accelerated deliveries) during any 30 day delivery period at no additional cost to the Government.	Anniston Army Depot Defense Distribution Depot Anniston ATTN: DDAA-SW Building 360 7 Frankford Avenue Anniston, AL 36201-4199 Phone: 256-235-6149/6047 DODAAC: W31G1Z

SUBCLIN	QUANTITY	DELIVERY DATE	DELIVERY DESTINATION
0002AA Ordering Period II First Article Test	Lot Consisting of 5 each M24 Reconfigured Sniper Weapon Systems.	TBD 30 Days After First Article Test Report Approval Payment upon Acceptance of Reconditioned / Refurbished M24 Reconfigured Sniper Weapon Systems.	FAT at Contractor Facility Reconditioned / Refurbished FAT Weapons to be shipped to: Anniston Army Depot Defense Distribution Depot Anniston ATTN: DDAA-SW Building 360 7 Frankford Avenue Anniston, AL 36201-4199 Phone: 256-235-6149/6047 DODAAC: W31G1Z
0002AB Ordering Period II Production Quantity Ordering Period II: Shall be for a period of 12 months following Ordering Period I	TBD	30 Days after First Article Test Report Approval The contractor shall be required to deliver no more than 60 reconfigured M24 SWSs within 30 days after receipt of each individual order issued under the contract AND receipt of sufficient quantities of Government furnished material (GFM) to fulfill the order. If an individual order exceeds 60 units, the delivery schedule shall be 60 units per month until the order quantity is fulfilled. The contractor may exceed 60 units per month (accelerated deliveries) during any 30 day delivery period at no additional cost to the Government.	Anniston Army Depot Defense Distribution Depot Anniston ATTN: DDAA-SW Building 360 7 Frankford Avenue Anniston, AL 36201-4199 Phone: 256-235-6149/6047 DODAAC: W31G1Z

SUBCLIN	QUANTITY	DELIVERY DATE	DELIVERY DESTINATION
0003AA Ordering Period III First Article Test	Lot Consisting of 5 each M24 Reconfigured Sniper Weapon Systems.	TBD 30 Days after First Article Test Report Approval Payment upon Acceptance of Reconditioned / Refurbished M24 Reconfigured Sniper Weapon Systems.	FAT at Contractor Facility Reconditioned / Refurbished FAT Weapons to be shipped to: Anniston Army Depot Defense Distribution Depot Anniston ATTN: DDAA-SW Building 360 7 Frankford Avenue Anniston, AL 36201-4199 Phone: 256-235-6149/6047 DODAAC: W31G1Z
0003AB Ordering Period III Production Quantity Ordering Period III: Shall be for a period of 12 months following Ordering Period II.	TBD	30 Days after First Article Test Report Approval The contractor shall be required to deliver no more than 60 reconfigured M24 SWSs within 30 days after receipt of each individual order issued under the contract AND receipt of sufficient quantities of Government furnished material (GFM) to fulfill the order. If an individual order exceeds 60 units, the delivery schedule shall be 60 units per month until the order quantity is fulfilled. The contractor may exceed 60 units per month (accelerated deliveries) during any 30 day delivery period at no additional cost to the Government.	Anniston Army Depot Defense Distribution Depot Anniston ATTN: DDAA-SW Building 360 7 Frankford Avenue Anniston, AL 36201-4199 Phone: 256-235-6149/6047 DODAAC: W31G1Z

SUBCLIN	QUANTITY	DELIVERY DATE	DELIVERY DESTINATION
0004AA Ordering Period IV First Article Test	Lot Consisting of 5 each M24 Reconfigured Sniper Weapon Systems.	TBD 30 Days after First Article Test Report Approval Payment upon Acceptance of Reconditioned / Refurbished M24 Reconfigured Sniper Weapon Systems.	FAT at Contractor Facility Reconditioned / Refurbished FAT Weapons to be shipped to: Anniston Army Depot Defense Distribution Depot Anniston ATTN: DDAA-SW Building 360 7 Frankford Avenue Anniston, AL 36201-4199 Phone: 256-235-6149/6047 DODAAC: W31G1Z
0004AB Ordering Period IV Production Quantity Ordering Period IV: Shall be for a period of 12 months following Ordering Period III.	TBD	30 Days after First Article Test Report Approval The contractor shall be required to deliver no more than 60 reconfigured M24 SWSs within 30 days after receipt of each individual order issued under the contract AND receipt of sufficient quantities of Government furnished material (GFM) to fulfill the order. If an individual order exceeds 60 units, the delivery schedule shall be 60 units per month until the order quantity is fulfilled. The contractor may exceed 60 units per month (accelerated deliveries) during any 30 day delivery period at no additional cost to the Government.	Anniston Army Depot Defense Distribution Depot Anniston ATTN: DDAA-SW Building 360 7 Frankford Avenue Anniston, AL 36201-4199 Phone: 256-235-6149/6047 DODAAC: W31G1Z

SUBCLIN	QUANTITY	DELIVERY DATE	DELIVERY DESTINATION
0005AA Ordering Period V First Article Test	Lot Consisting of 5 each M24 Reconfigured Sniper Weapon Systems.	TBD 30 Days after First Article Test Report Approval Payment upon Acceptance of Reconditioned / Refurbished M24 Reconfigured Sniper Weapon Systems.	FAT at Contractor Facility Reconditioned / Refurbished FAT Weapons to be shipped to: Anniston Army Depot Defense Distribution Depot Anniston ATTN: DDAA-SW Building 360 7 Frankford Avenue Anniston, AL 36201-4199 Phone: 256-235-6149/6047 DODAAC: W31G1Z
0005AB Ordering Period V Production Quantity Ordering Period V: From 4 years from the date of contract award to 5 years from the date of contract award.	TBD	30 days after First Article Test Report Approval The contractor shall be required to deliver no more than 60 reconfigured M24 SWSs within 30 days after receipt of each individual order issued under the contract AND receipt of sufficient quantities of Government furnished material (GFM) to fulfill the order. If an individual order exceeds 60 units, the delivery schedule shall be 60 units per month until the order quantity is fulfilled. The contractor may exceed 60 units per month (accelerated deliveries) during any 30 day delivery period at no additional cost to the Government.	Anniston Army Depot Defense Distribution Depot Anniston ATTN: DDAA-SW Building 360 7 Frankford Avenue Anniston, AL 36201-4199 Phone: 256-235-6149/6047 DODAAC: W31G1Z

The M24 Sniper Weapon System / M24 Reconfigured Sniper Weapon System is a Category II Arms, Ammunition, and Explosives (AA&E item) and shall be transported and protected in accordance with DoD 4500.9-R, Defense Transportation Regulation (DTR) 4500.9-R-Part II, Chapter 205 and DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

CLIN	QUANTITY	DELIVERY DATE	DELIVERY DESTINATION
0006 DD Form 1423 Contract Data Requirements List (CDRL)	IAW DD Form 1423 Contract Data Requirements List (CDRL)	In Accordance with DD Form 1423 Contract Data Requirements List (CDRL)	In Accordance with DD Form 1423 Contract Data Requirements List (CDRL)
0007 (Option) The Government Reserves the Right to Exercise Option within 5 Years from the Date of Contract Award.	1 Session	Delivery to be 30 Days after Exercise of Option / Placement of Order.	TBD at Contract Award
0008 (Option) The Government Reserves the Right to Exercise Option within 5 Years from the Date of Contract Award.	1 Each	Delivery to be 45 Days after Exercise of Option / Placement of Order.	TBD at Contract Award
0009 (Option) The Government Reserves the Right to Exercise Option within 5 Years from the Date of Contract Award.	1 Each	Delivery to be 45 Days after Exercise of Option / Placement of Order.	TBD at Contract Award
0010 (Option) The Government Reserves the Right to Exercise Option within 5 Years from the Date of Contract Award.	1 Each	Delivery to be 45 Days after Exercise of Option / Placement of Order.	TBD at Contract Award

Section G - Contract Administration Data

POINTS OF CONTACT:

CONTRACTING OFFICER: Ronald L. Ryder U.S. Army Contracting Command Joint Munitions and Lethality Contracting Center CCJM-SW (Soldier Weapons) Phipps Road, BLDG 9 Arsenal, NJ 07806-5000 Phone: (973) 724-7220 DSN: 880-7220 Fax: (973) 724 -3340 E-mail: ronald.ryder@us.army.mil	**CONTRACT SPECIALIST:** David Street U.S. Army Contracting Command Joint Munitions and Lethality Contracting Center CCJM-SW (Soldier Weapons) Phipps Road, BLDG 9 Arsenal, NJ 07806-5000 Phone: (973) 724-3362 DSN: 880-3362 Fax: (973) 724-3340 Email: david.w.street@us.army.mil
TECHNICAL REPRESENTATIVE: TBD	**ADMINISTRATIVE CONTRACTING OFFICER:** TBD

CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

PAYMENT (ARDEC 59)

Payment shall be made to the remit-to address shown on the invoice as authorized by the contractor.

5152.232-4001 Army Electronic Invoicing Instructions (Feb 2006) (JM&L 182)

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

[X] Wide Area Workflow (WAWF) (see instructions below)

[ ] Web Invoicing System (WInS) (https://ecweb.dfas.mil)

[ ] American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (http://www.X12.org and http://www.dfas.mil/ecedi)

[ ] Other (please specify)_____

DFAS POC and Phone: _____

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at https://wawf.eb.mil and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at http://www.ccr.gov within ten (10) calendar days after award of this contract/order.

WAWF Instructions:

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) Columbus Center West at _____or faxed to __877-749-4843_____. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at http://www.dfas.mil/money/vendor. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT **[*check as appropriate*]**

[ ] Commercial Item Financing

[ ] Construction Invoice (Contractor Only)

[ ] Invoice (Contractor Only)

[X] Invoice and receiving Report (COMBO)

[ ] Invoice as 2-in-1 (Services only)

[ ] Performance Based Payment (Government Only)

[ ] Progress Payment (Government Only)

[ ] Cost Voucher (Government Only)

[ ] Receiving Report (Government Only)

[ ] Receiving Report with Unique Identification (UID) Data (Government Only)
UID is a new globally unique "part identifier" containing data elements used to track DOD parts through their life cycle.

[ ] Summary Cost Voucher (Government Only)

CAGE CODE: 04099

ISSUE BY DODAAC: W15QKN

ADMIN BY DODAAC:

INSPECT BY DODAAC: _____

ACCEPT BY DODAAC: _____

SHIP TO DODAAC: (See applicable Delivery schedule)

LOCAL PROCESSING OFFICE DODAAC: _____

PAYMENT OFFICE FISCAL STATION CODE: _____

EMAIL POINTS OF CONTACT LISTING: _____

INSPECTOR: _____

ACCEPTOR: _____

RECEIVING OFFICE POC: _____

CONTRACT ADMINISTRATOR:

CONTRACTING OFFICER: Ronald L. Ryder

ADDITIONAL CONTACT: David Street, Contract Specialist

For more information contact:

David Street, Contract Specialist
Phone: (973) 724-3362
DSN: 880-3362
Fax: (973) 724-3340
Email: david.w.street@us.army.mil

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

252.233-7001 Choice of Law (Overseas) JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

(End of clause)

GOVERNMENT FURNISHED AMMUNITION (ARDEC 38)

a. Ammunition has been programmed to support contractual test requirements as follows:

Rounds	Quantity will be in each Delivery Order
Cartridges (Description)	MK 248 Mod 0 Ammunition
National Stock Number	1305-01-018-1547
Department of Defense Identification Code	A191
	OR
Rounds	Quantity will be in each Delivery Order
Cartridges (Description)	MK 248 Mod 1 Ammunition
National Stock Number	1305-01-568-7504
Department of Defense Identification Code	AB43

b. Requests for all ammunition shall be submitted electronically to the Contracting Officer on DD Form 1348 no later than 45 days prior to desired delivery dates. The completed request may be submitted via electronic-mail to: ronald.ryder@us.army.mil, with a copy furnished via electronic-mail to: dami_tacommca@conus.army.mil and jennifer.lisow@us.army.mil

c. No later than 30 days after completion of the contract, the contractor shall report to the Contracting Officer on the remaining ammunition. The contractor shall indicate the quantity, type and National Stock Number of unused ammunition remaining at the manufacturing/test facility and request disposition instructions.

d. The contractor shall furnish a copy of the above ammunition and disposition requests to the cognizant Defense Contract Management Agency (DCMA) Quality Assurance Representative. (QAR)

SCHEDULE OF GOVERNMENT FURNISHED PROPERTY (GFP) (ARDEC 64)

(a) The Government will furnish and deliver (FOB Contractor's place of performance) the property listed below.

(b) If the delivery schedule is not met, the Contractor will notify the Contracting Officer in writing.

(c) Government Furnished Property Delivery Schedule:

DESCRIPTION	QUANTITY	UNIT OF MEASURE	TIME OF DELIVERY
M24 Sniper Weapon System NSN: 1005-01-240-2136 (See Attachment # in Section J for a full list of system components)	TBD upon Placement of Delivery Order	Each	TBD upon Placement of Delivery Order
Operator Manual NSN: N/A	TBD upon Placement of Delivery Order	Each	TBD upon Placement of Delivery Order
Laser Filter Unit (LFU) NSN: 1240-01-502-1295	TBD upon Placement of Delivery Order	Each	TBD upon Placement of Delivery Order
Anti-Reflection Device (ARD) NSN: 6650-01-502-1873	TBD upon Placement of Delivery Order	Each	TBD upon Placement of Delivery Order
Failure of the Government to furnish GFM in the quantities necessary to fulfill a Delivery Order will not entitle the contractor to any equitable adjustment in price.			

IDENTIFICATION OF CONTRACTOR EMPLOYEES (ARDEC 68) (DEC 05)

This requirement is only applicable to contractor employees working on Picatinny Arsenal.

1. All contractor employees (which includes students utilized in the performance of the contract) working on the U.S. Army installation, Picatinny Arsenal in the State of New Jersey, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army, as well as any applicable regulations promulgated by TACOM-ARDEC and/or Picatinny Arsenal, including but not limited to traffic regulations. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, Department of the Army Information Security Program. The term "contractor employee" includes employees, agents, students or student interns, or representatives and all employees, agents or representatives of all subcontractors and suppliers. Contractors are responsible for obtaining/returning identification badges /passes and vehicle decals/passes for each contractor employee who will work on the contract or enter Picatinny Arsenal. The badges/passes/decals are required for the term of the contract until completion or until release of the employee.

a. To obtain proper identification, contractor employees requiring recurring access (more than 90 days), must complete an application identification form (SMCAR 3058) for access to the installation. The form can be obtained from the Contracting Officer (CO) or Contracting Officer Representative (COR). The form must be signed by the CO or COR and also identify the contract number and expiration date before the badge can be issued. This form is brought to the Security Division, Badge and Identification Section, Building 1136 for processing of proper identification required per terms of the contract. Contractors requiring access for less than 90 days will be required to obtain a pass (Visitor Registration Form) from the Visitor Control Center. Passes will be issued for dates access is required, not to exceed 90 days. The CO or COR must complete the Visitor Registration Form applications on the PICAWEB prior to the contractor employee arriving at Picatinny Arsenal.

b. For the performance of this contract, the contractor shall utilize only employees who are U.S. Citizens or lawfully admitted and employed non-citizens.

c. The contract will not take effect until the contractor certifies, in writing, that all personnel utilized in the performance of this contract have been, or will be verified to be lawfully employable in the United States, and that the contractor has or will complete a criminal background check before an individual is utilized in performance of this contract.

i. Lawful employability will be verified by means of Employment Eligibility Form, INS Form I-9(if applicable), or by other applicable INS documentation approved for a specific non-citizen status.

ii. The criminal background check will establish that neither the Contractor, nor individual's state or nation of permanent residence has any record or credible information that the individual has a "criminal history". In this context, "criminal history" will be defined as adjudicated guilt or pending adjudication of a crime as defined under New Jersey law, or equivalent offense under the applicable laws of another jurisdiction. If the contractor has doubt about the applicability of an offense to this definition, the circumstances must be reported to TACOM-ARDEC Security for adjudication of the individual's employability."

d. Any delay in the furnishing of the above, including any delay in the obtaining of the background check, is at the sole risk of the contractor and will not be the basis of any equitable adjustment or other change to the contract.

e. The contractor shall utilize only qualified, responsible, and capable employees in the performance of the work on the contract. The Contractor shall not employ persons for contract work to be conducted on the installation who have criminal history. The Contracting Officer will require that the contractor remove from performance of work, employees who have a criminal history, endanger persons or property, or whose continued employment under this contract is inconsistent with the interests of military security. Additionally, the TACOM-ARDEC Commander may bar such employees from the installation.

f. The identification badge or pass issued to each employee of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701; and barring the employee from Picatinny Arsenal. Should the employee lose the badge or pass, the contractor may be charged for the cost of re-issuance of the badge or pass. Additionally, the employee and the contractor must submit a sworn affidavit as to the circumstances of the loss before a new badge or pass is issued.

g. Fingerprinting of employee and any other procedure deemed necessary for the security of Picatinny Arsenal may be required at the discretion of Picatinny Security. All Contractor personnel requiring access to the Picatinny ADP system are required to have a National Agency check.

h. Permission to use photographic capable cell phones on Army installations must be requested through proper security channels. No Portable Electronic Devices (PED) devices will be used in an area where classified information is discussed or electronically processed.

Currently, all (to include personally owned) photographic capable devices will not be brought onto the Picatinny Arsenal installation nor used by personnel on Army installations as a photographic device without proper authority granted by the Security Office. If an individual is seen using one of these phones as a photographic device, the phone will be confiscated and turned in to the Security Office IAW AR 190-13, para 6-6a(1). All images on the phone will be removed, and the individual will be allowed to pickup his/her phone at the end of the day from the Security Office. This policy applies to all military personnel, government civilians, contractors, and visitors.

2. All contractor employees, while on the premises at Picatinny Arsenal, shall continually wear the badge, obtained pursuant to paragraph 1 above. The badge shall be worn so as to be visible to others at all times. Individuals issued passes will have on their person the pass. Passes will be presented upon request by Security personnel or other government official charged with security of the area.

3. All contractor employees meeting with Government employees or attending meetings at Picatinny, shall, at the beginning of the meeting, announce to all other attendees that they are contractor employees, employed by (Name of Contractor's name/address), and the name of all other companies or individuals that currently employs them or that the contractor employee currently represents. In addition, contractor employees shall wear a visible badge that displays their company's name. If a visiting contractor is working on a classified contract his/her visit request with security clearance information must be approved by the TACOM-ARDEC Industrial Security Division, where it will be held on file. Government employees hosting meetings will verify the contractor employee's security clearance information is on file in the TACOM-ARDEC Security Division prior to contractor access to classified information.

4. When the contract number under which the badge / pass was obtained is completed (date of last delivery or performance of last service, termination of the contract or release of the employee) including any exercise of an option pursuant to the terms of the contract, the contractor shall return the badges / passes for all of their employees to Picatinny Security and obtain a receipt for each within (3) three business days. Identification cards, Computer Access Cards and computer accounts must be surrendered to ARDEC - Security upon completion of the contract or an employee's termination during the life of the contract.

5. Failure to comply with the requirements of paragraph 4 will be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be used as an adverse factor with respect to contractor past performance in connection with award of future contracts to the firm.

6. If the contractor obtains a new or follow-on contract for work at Picatinny Arsenal, he shall obtain new badges / passes for each of his employees indicating the new or follow-on contract number and comply with the applicable provisions of the follow-on contract which cover the subject matter of this Clause. This paragraph does not apply to the exercise of an option.

7. The contractor and each contractor employee working on Picatinny Arsenal shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges / passes required by paragraph 1 above. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below.

8. The COR has the responsibility to assure contractors comply with the provisions of this clause. The COR/Government Point of Contact (POC) shall coordinate the contractor's obtaining and returning of badges / passes and signature of the Non-disclosure Agreement. The contractor shall furnish, before initiating work under the contract, the COR/Government POC two (2) copies of each fully completed, signed, SMCAR 3058 and non-disclosure statement for each contractor employee. One copy shall be maintained in the COR/Government POC file. The COR/Government POC shall furnish the other copy to the Contracting Officer for inclusion in the official contract file.

9. Contractor Employees having a mission related need to use a camera any place on the Installation will submit a request for camera pass in accordance with ARDEC Regulation 190-4, to the Contracting Officer Representative (COR) of the contract and obtain a camera pass by the Chief of Police prior to bringing a camera onto the installation.

10. Before any contractor employee can be given access to "non- public information" (as defined below) there must be a signed, written agreement between the recipient contractor/contractor employee and the owner of the non-public information. A copy of the agreement will be made a part of the contract file.

FORMAT FOR
NON-DISCLOSURE AGREEMENT

I, _____, an employee and authorized representative of _____, a Contractor providing support services to Picatinny Arsenal or its tenants (hereinafter PICATINNY), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agrees to and promises the following:

WHEREAS RECEIPIENT is engaged in delivery support services to PICATINNY under contract; and

WHEREAS, It is the intention of PICATINNY to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WHEREAS, PICATINNY acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as: proprietary information (e.g., information submitted by a contractor marked as proprietary); advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies); source selection information (e.g., bids before made public, source selection plans, and rankings of proposals); trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor); attorney work product; information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and other sensitive information that would not be released by Picatinny under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)
PRINTED NAME: _____
TITLE: _____
EMPLOYER: _____

DEFENSE PRIORITIES AND ALLOCATION SYSTEM (ARDEC 157)

This is a rated order for national defense use, and you are required to follow all provisions of the Defense Priorities and Allocation System Regulation (15 CFR 700).

LEVEL 1 ANTI TERRORIST AWARENESS TRAINING REQUIREMENTS FOR CONTRACTOR EMPLOYEES (JM&L 196) NOVEMBER 2009

(a) All contractor employees requiring access to any Federally-controlled facility and logical access to Federally controlled information systems except for "national security systems" as defined by 44 U.S.C. 3542(b)(2), should be certified in Level 1 Anti Terrorism Training. The training is accessible from any computer with access to the World Wide Web and is available at https:/atlevel1.dtic.mil/at. The contractor is responsible for ensuring that the training has been satisfactorily completed and that valid certificates of completion have been submitted to the Contracting Officers Representative (COR) with a copy furnished to the Contracting Officer. The Certificates are valid for one year, therefore, training shall be completed every year for the duration of the contract.

(b) The term Federally-controlled facility is defined as:

(1) Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which is under the jurisdiction, custody or control of a department or agency;

(2) Federally-controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only;

(3) Government-owned, contractor-operated facilities, including laboratories engaged in national defense research and production activities; and

(4) Facilities under a management and operating contract, such as for the operation, maintenance, or support of a Government-owned or Government-controlled research, development, special production, or testing establishment.

(c) The term "Federally-controlled information system" means an information system (44 U.S.C. 3502(8) used or operated by a Federal agency, or a contractor or other organization on behalf of the agency (44 U.S.C. 3544(a)

(d) The term "contractor employee" includes employees, agents, students or student interns, or representatives and all employees, agents or representatives of all subcontractors and suppliers.

(end of clause)

Section I - Contract Clauses

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil

(End of clause)

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.211-17	Delivery of Excess Quantities	SEP 1989
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	AUG 2009
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998

52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.230-2	Cost Accounting Standards	OCT 2008
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	AUG 2009
52.245-1	Government Property	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7006	Radio Frequency Identification	FEB 2007
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.223-7004	Drug Free Work Force	SEP 1988

252.225-7000	Buy American Act--Balance Of Payments Program Certificate	JAN 2009
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006
252.225-7009	Restriction on Acquisition of Certain Articles Containing Speciality Metals	JUL 2009
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.229-7001	Tax Relief	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date

of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **332994.**

(2) The small business size standard is **1,000.**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(X) Paragraph (d) applies.

(__) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business).This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

------(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

------(iii) 52.219-22, Small Disadvantaged Business Status.

------(A) Basic.

------(B) Alternate I.

------(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

------(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

------(vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

------(vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

------(viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

------(ix) 52.227-6, Royalty Information.

------ (A) Basic.

------ (B) Alternate I.

------(x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifyingchange by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (http://assist.daps.dla.mil);

(2) Quick Search (http://assist.daps.dla.mil/quicksearch);

(3) ASSISTdocs.com (http://assistdocs.com).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(1) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 5 years from the date of the contract award.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

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

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

(1) Any order for a single item in excess of 3,600 each;

(2) Any order for a combination of items in excess of 3,600 each (maximum quantity for the entire contract); or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last delivery order placed under this contract.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 5 Years From The Date of Contract Award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 7 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is $5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than $5,000:

Contract line, subline, or exhibit line item No. **0001AA, 0001AB, 0002AA, 0002AB, 0003AA, 0003AB, 0004AA, 0004AB, 0005AA, and 0005AB.**

Item description: **M24 Reconfigured Sniper Weapon Systems**

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)

(a) Definition. "Ammunition and explosives," as used in this clause --

(1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms:

(i) Bulk,

(ii) Ammunition;

(iii) Rockets;

(iv) Missiles;

(v) Warheads;

(vi) Devices; and

(vii) Components of (i) through (vi), except for wholly inert items.

(2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system --

(i) Inert components containing no explosives, propellants, or pyrotechnics;

(ii) Flammable liquids;

(iii) Acids;

(iv) Powdered metals; or

(v) Oxidizers;

(vi) Other materials having fire or explosive characteristics.

(b) Safety requirements.

(1) The Contractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26-M hereafter referred to as "the manual", in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

(c) Noncompliance with the manual.

(1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliances unless such reimbursement is specified elsewhere in the contract.

(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliances.

(3) If the Contractor refuses or fails to correct noncompliances within the time period specified by the Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective and the Contracting Officer so informs the Contractor.

(4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.

(5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

(d) Mishaps. If a mishap involving ammunition or explosives occurs, the Contractor shall --

(1) Notify the Contracting Officer immediately;

(2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and

(3) Submit a written report to the Contracting Officer.

(e) Contractor responsibility for safety. (1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of --

(i) The Contractor's personnel and property;

(ii) The Government's personnel and property; or

(iii) The general public.

(2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.

(f) Contractor responsibility for contract performance. (1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.

(2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government.

(g) Subcontractors. (1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives.

(i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.

(ii) Note: The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to "the Government". The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.

(2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance.

(3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests.

(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled "Change in Place of Performance - Ammunition and Explosives".

(End of clause)

252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

(End of clause)

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

(a) Definition.

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY CATEGORY
M24 Sniper Weapon System	1005-01-240-2136	II
M24 Reconfigured Sniper Weapon System Suppressor	TBD	II
M24 Reconfigured Sniper Weapon System (with Suppressor)	TBD	II
M24 Reconfigured Sniper Weapon System (Rifle Only without Suppressor)	TBD	IV
MK 248 Mod 0 Ammunition (DODIC A191) (or) MK 248 Mod 1 Ammunition (DODIC AB43)	1305-01-018-1547 1305-01-568-7504	IV

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (NOV 1995)

(a) Definitions. As used in this clause:

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless-

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be Furnished With Restrictions \1/	Basis for Assertion \2/	Asserted Rights Category \3/	Name of Person Asserting Restrictions \4/
(LIST)	(LIST)	(LIST)	(LIST)

\1/ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, component, or process.

\2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3/ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4/ Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliersthat will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the validation of Restrictive Markings on Technical

Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions. As used in this clause:

(1)"Commercial item" does not include commercial computer software.

(2) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(3) The term "item" includes components or processes.

(4) "Technical data" means recorded information, regardless of the form or method of recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) License. (1) The Government shall have the unrestricted right to use, modify, reproduce, release, perform, display, or disclose technical data, and to permit others to do so, that--

(i) Have been provided to the Government or others without restrictions on use, modification, reproduction, release, or further disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(ii) Are form, fit, and function data;

(iii) Are a correction or change to technical data furnished to the Contractor by the Government;

(iv) Are necessary for operation, maintenance, installation, or training (other than detailed manufacturing or process data); or

(v) Have been provided to the Government under a prior contract or licensing agreement through which the Government has acquired the rights to use, modify, reproduce, release, perform, display, or disclose the data without restrictions.

(2) Except as provided in paragraph (b)(1) of this clause, the Government may use, modify, reproduce, release, perform, display, or disclose technical data within the Government only. The Government shall not--

(i) Use the technical data to manufacture additional quantities of the commercial items; or

(ii) Release, perform, display, disclose, or authorize use of the technical data outside the Government without the Contractor's written permission unless a release, disclosure or permitted use is necessary for emergency repair or overhaul of the commercial items furnished under this contract.

(c) Additional license rights. The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data. However, if the Government desires to obtain additional rights in technical data, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a special license agreement made part of this contract. The license shall enumerate the additional rights granted the Government in such data.

(d) Release from liability. The Contractor agrees that the Government, and other persons to whom the Government may have released or disclosed technical data delivered or otherwise furnished under this contract, shall have no

liability for any release or disclosure of technical data that are not marked to indicate that such data are licensed data subject to use, modification, reproduction, release, performance, display, or disclosure restrictions.

(End of clause)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

(a) Definitions.

(1) For contracts that require the delivery of technical data, the terms "technical data" and "computer software" are defined in the Rights in Technical Data--Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term "computer software" is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Government rights to contract award. By submission of its offer, the Offeror agrees that the Government--

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) Government rights subsequent to contract award--The Contractor agrees--

(1) Except as provided in paragraphs (c)((2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data--Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause(s) of this contract.

(d) Government-furnished information. The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) Information available without restrictions. The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) Flowdown. Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

(End of clause)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of

the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA. (SEP 199)

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information. (1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or

subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall--

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2) (ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) if the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking of a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any

time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit. (1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained--

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained--

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data--

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (AUG 2009)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(a) 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (10 U.S.C. 2533b).

(b) 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Pub. L. 110-329, Division E, Section 108).

(c) 252.246-7003 Notification of Potential Safety Issues.

(d) 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

(e) 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

PHYSICAL SECURITY STANDARDS FOR SENSITIVE ITEMS (June 2006). (ARDEC 18)

PHYSICAL SECURITY STANDARDS FOR SENSITIVE ITEMS

1. When the contract contains sensitive conventional Arms, Ammunition and Explosives (AA&E) the contractor will be required to provide proper storage and accountability. These standards are set forth in Department of Defense (DOD) 5100.76-M, dated August, 2000, entitled "Physical Security of Sensitive Conventional Arms, Ammunition and Explosives".

2. Prior to any contract being awarded, the contractor facility must first have a pre award Physical Security Inspection of their facility conducted by the Defense Security Service (DSS). See DOD 5100.76-M, Appendix 2, Attachment 1, for a listing of DSS regions. Contractor facilities that do not meet all of the security requirements of DOD 5100.76-M will not be awarded a contract until such time as they correct all deficiencies noted in the DSS inspection.

3. **When the contract requires transportation of Sensitive Conventional AA&E, the standards are set forth in Defense Transportation Regulation 4500.9-R., Defense Traffic Management.**

4. The following is the address to obtain the above publications.

National Technical Information Service
5285 Port Royal Road
Springfield, VA 22181
Phone:
Voice: (703) 605-6000 or toll free 1-800-553-6847
Fax: (703) 605-6900

Internet Address: http://www.ntis.gov

SAFETY REQUIREMENTS FOR HAZARDOUS ITEMS (ARDEC 66)

a. The contractor shall use the safety data provided in the Hazardous Component Safety Data Sheets (HCSDS) to insure the safe handling of the energetic material. The HCSDS are in Section J of the contract.

b. The contractor shall comply with Paragraph F, Chapter 1 of DOD 4145.26M, DOD Contractor's Safety Manual for Ammunition and Explosives. This requires the contractor to submit all site and construction plans through the local Defense Contract Management District Safety Office to the Contracting Officer for approval. The contractor must also submit changes for approval. Contractors will assure that their subcontractors follow the same procedures.

c. Whenever the contractor uses a government facility, he shall comply with the local safety requirements of that facility.

d. The contractor must obtain written approval from the Contracting Officer before the award of a subcontract involving explosives, propellants or pyrotechnic materials. When the contractor requests the Contracting Officer's approval, the Contracting Officer will arrange a Defense Logistics Agency preaward safety survey for each subcontractor.

e. The contractor is responsible for decontaminating all facilities/equipment at the end of the contract unless they intend to continue using the facilities/equipment for similar purposes. You must include these costs original contract. The contractor must provide the Contracting Officer with a certification that you decontaminated all contaminated facilities/equipment.

f. The contractor is responsible for properly disposing of hazardous materials during this contract. If disposal is done on the subcontractor's site, the contractor must note this in his site plan per paragraph b. The Contracting Officer must approve a subcontractor prior to him performing disposal per paragraph d.

g. The contractor will provide reports of accidents/incidents as required by Data Item DI-SAFT-81563. The government reserves the right to investigate any accident/incident under Chapter 2, Paragraphs F and G of DOD 4145.26M, DOD Contractor's Safety Manual for Ammunition and Explosives.

EXPLOSIVE MATERIAL HANDLING (ARDEC 169)

The Contractor shall comply with the requirements of the Department of the Army Pamphlet 385-64, Safety, Ammunition and Explosives Safety Program, in effect on the date of the solicitation for this contract.

POST AWARD CONFERENCE (JM&L 179) **JULY 08**

Post Award Conference (definition) - A first meeting of key Contractor/Government players. This conference is to assure a clear and mutual understanding of the contract between the Government and contractor. The Post Award conference includes discussions on contract terms, conditions and requirements, line items and sequence of events needed for successful execution of the subject contract effort.

The contractor shall host a post award conference/meeting at the contractor's facility to include contractor and government contracting, management, quality assurance and technical personnel no later than 15 calendar days after contract award. The contractor shall participate with the government to arrange a schedule and agenda for the post award conference prior to the meeting. The contractor shall provide the government with minutes of the post award meeting (DI-ADMN-81505 tailored).

(End of clause)

DFARS 245.7310-1 DEMILITARIZATION.

(a) DEMILITARIZATION. Item(s): M24 Reconfigured Sniper Weapon System Components, and M24 Reconfigured Sniper Weapon System Sub-Components require demilitarization by the Purchaser in the manner and to the degree set forth below:

(1) For property located in the United States: Demilitarize in accordance with Appendix 4, Category I Small Arms Weapons, Parts, and Accessories of DoD 4160.21-M-1, Defense Demilitarization Manual;

(2) For property located outside the United States: Demilitarize in accordance with Appendix 4, Category I Small Arms Weapons, Parts, and Accessories of DoD M-1, Defense Demilitarization Manual.

(b) DEMILITARIZATION ON GOVERNMENT PREMISES. Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been completed and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Component parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all cost incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(c) DEMILITARIZATION ON NON-GOVERNMENT PREMISES. Property requiring demilitarization shall be demilitarized by the Purchaser under supervision of qualified Department of Defense personnel. Title shall not pass to the Purchaser until demilitarization has been completed by the Purchaser and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Component parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all costs incident to the demilitarization.

(d) FAILURE TO DEMILITARIZE. If the Purchaser fails to demilitarize the property as specified in the contract, the Contractor may, upon giving ten days written notice from date of mailing to the Purchaser—

(1) Repossess, demilitarize, and return the property to the Purchaser. The Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property to the Purchaser.

(2) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser will all excess costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the excess costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

(3) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these excess costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

Section J - List of Documents, Exhibits and Other Attachments

	TITLE	DATE	PAGES
Attachment 1	Contract Data Requirements List DD Form 1423 with Instructions	25 SEP 09	10
Attachment 2	TDP Option Selection Worksheet	22 SEP 09	4
Attachment 3	M24 Sniper Weapon System System Component List	6 Jan 2010	3
Attachment 4	Hazardous Component Safety Data Statements: MK 248 Mod 0 Ammunition (DODIC A191) MK 248 Mod 1 Ammunition (DODIC AB43) TO BE PROVIDED AT CONTRACT AWARD	 8 May 2003 TBD	 3 TBD
Attachment 5	Special Packaging Instruction DD Form 2169 AM 12011886	Undated	2
Attachment 6	SF LLL – Disclosure of Lobbying Activities	Undated	3
Attachment 7	Clearance of Technical Information for Public Release	1 Apr 2006	2
Attachment 8	M24 Reconfigured Sniper Weapon System Statement of Objectives (SOO)	Undated	5
Attachment 9	Purchase Description: Rifle, .300 Winchester Magnum, Sniper w/ Day Optical Sight and Carrying Cases, M24 Reconfigured	Undated	36

Section L - Instructions, Conditions and Notices to Bidders

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

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

http://farsite.hill.af.mil

(End of provision

52.211-14	Notice Of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use	APR 2008
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing or written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and

subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the
proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery Indefinite Quantity (ID/IQ) type contract with Firm Fixed Price (FFP) Delivery Orders (In addition to 4 Options) resulting from this solicitation.

(End of provision)

52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (OCT 2000)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U.S. Army Contracting Command
Joint Munitions and Lethality Contracting Center
Attn: Ronald L. Ryder
CCJM-SW (Soldier Weapons)
Phipps Road, BLDG 9
Arsenal, NJ 07806-5000

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

(End of provision)

D. PROPOSAL SUBMISSION

D.1 Introduction.

This section contains general submission instructions as well as specific requirements for offerors to submit a quantified/qualified proposal in response to W15QKN-10-R-0403.
The proposal shall be presented in sufficient detail to allow Government evaluation of response to the requirements of the Request for Proposal (RFP). The Government will not assume the offeror possesses any capability, understanding, or commitment not specified in the proposal. An offeror is permitted to submit up to four unique proposals (i.e. unique hardware configurations) for consideration. Each offeror is required to submit one complete proposal (both written and sample hardware) for each unique hardware configuration proposed. Multiple hardware configuration submissions without the supporting written proposal for each submission will not be considered. The responsibility to provide a well-detailed proposal rests entirely with the offeror. The Government will not make assumptions or inferences of an offeror's technical capabilities.

D.2 Proposal Delivery.

THE WRITTEN PROPOSAL SHALL BE SUBMITTED TO THE FOLLOWING ADDRESS NO LATER THAN THE DATE AND HOUR LISTED IN BLOCK 9 OF THE STANDARD FORM 33 (SF33):

U.S. Army Joint Munitions & Lethality Contracting Center
Soldier Weapons Contracting Center (CCJM-SW)
ATTN: Mr. David Street, 972-724-3362
Phipps Road, BLDG 9
Picatinny Arsenal, NJ 07806-5000

PROPOSALS RECEIVED AFTER THIS DATE AND HOUR WILL NOT BE ACCEPTED.

SAMPLE HARDWARE SHALL BE SUBMITTED TO THE FOLLOWING ADDRESS NO LATER THAN THE DATE AND HOUR LISTED IN BLOCK 9 OF THE STANDARD FORM 33 (SF33):

Aberdeen Test Center
Bldg 358
Attn: Rex Queen, SAS Div.
Aberdeen Proving Ground, MD, 21005
W81C5M

SAMPLE HARDWARE RECEIVED AFTER THIS DATE AND HOUR WILL NOT BE ACCEPTED.

D.3 Sample Hardware.

The offeror shall submit four (4) complete sets of identical and functional non-developmental sample hardware that meets the requirements of this solicitation. Since M24 SWSs cannot be provided to the offeror as GFM prior to contract award, offerors shall utilize equivalent commercial off the shelf (COTS) components to represent the M24 SWS components that the offeror will use to meet the requirements of this solicitation as proposed in the Reconfiguration Approach prepared by the offeror in Volume I of the written proposal. [1]

[1] Example: The offeror proposes in their Reconfiguration Approach, in Volume I of the written proposal, that the GFM M24 SWS serialized receiver component be reused to meet the requirements of this solicitation. The offeror then utilizes the applicable components of a COTS equivalent receiver as part of the sample hardware proposal

Any and all modification(s) of the M24 representative COTS components by the offeror shall be consistent with the offeror's Reconfiguration Approach as described in Volume I of the written proposal and shall also be disclosed in Volume I of the written proposal. The Government reserves the right to reject any sample hardware that it determines contains modification(s) to the M24 representative COTS components that are not disclosed in Volume I of the written proposal.

Sample hardware shall be representative of the offeror's production processes and quality that can be expected in full rate production units. The contractor's configuration of the submitted sample hardware shall be "frozen" to establish a baseline configuration for this contract.

With the exception of the winning offeror; sample hardware will be returned to all of the other offerors as soon as practicable after contract award and in as tested condition. The winning offeror's hardware will be retained by the government until First Article Test Report Approval in order to establish a baseline configuration for which future production may be standardized and measured.

Sample hardware test support package – If deemed necessary by the offeror, each offeror shall provide along with the sample hardware systems all spare/repair/replacement parts needed to complete the hardware evaluation. No more than 1000 rounds will be fired from each weapon during hardware evaluation.

Paper copies of a Safety Assessment Report (SAR), commercial operator manual, and ballistic drop tables as described in the content requirements below (see D.4.3.1, 0sub-factor A) shall be submitted with the sample hardware.

D.4 Written Proposal Files.

D.4.1 Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. A Table of Contents should be created using the Table of Contents feature in MS Word or equivalent word processing software. Document files shall use the following page setup parameters:

Margins – Top, Bottom, Left, Right – 1"
Gutter – 0"
From Edge – Header, Footer – 0.5"
Page Size, Width – 8.5"
Page Size, Height – 11"

Portable document file (.pdf) format is an acceptable file format for proposal files. PDF files shall conform to the above format criteria.

Pages requiring a signature may be in a portable document format (PDF).

Each paragraph shall be separated by a least one blank line. A standard, 12-point minimum font size applies. Arial or Times New Roman fonts are required. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape.

There are no page limit restrictions for the proposals.

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submission. If the offeror makes modifications to the COTS receiver as part of their sample hardware submission, the modifications shall be consistent with and disclosed in the offeror's Volume I written proposal.

Deviation from Requested Format. The offeror shall provide an explanation in a clearly relatable format, such as a matrix, of any difference between the manners in which the proposal was requested and the manner in which it is actually submitted.

D.4.2 File Packaging.

The proposal shall be submitted in IV severable volumes as set forth in the table below. Information provided shall be specific to each part.

Volume	Title
I	Technical Factor Proposal Sub-Factor A – Hardware Configuration Sub-Factor B – Manufacturing Facilities, Equipment & Personnel Sub-Factor C – Technical and Contractual Approach Sub-Factor D – Quality System
II	Past Performance
III	Price. The Offeror must also include the computation for use of Government-Owned Production and Research Property (if applicable).
IV	Small Disadvantaged Business Participation
V	Completed copies of the Standard Form 33 (SF33) signed by a person authorized to enter into the proposed contract on behalf of the offeror with all remaining pages of the solicitation. Proposed prices filled out in Solicitation Section B. Contract Data Requirements Lists (DD Form1423) with Blocks 17 and 18 completed with Not Separately Priced (NSP). Online Representations and Certifications Application (ORCA) Printout. The Contractor must be registered in ORCA at https://orca.bpn.gov/ with all required Representations and Certifications.

Offerors are required to submit electronic and paper copies of their proposal as follows:

Electronic copies: Electronic copies of the proposal that meet the above format requirements shall be delivered on individual CDs and shall consist of:

Five (5) electronic copies shall consist of Volume I and II only. (Vol-I: Technical Factor Proposal, Vol-II: Past Performance Proposal).

Two (2) electronic copies shall consist of Volumes I – V

Vol-I: Technical Factor Proposal
Vol-II: Past Performance Proposal
Vol-III: Price
Vol-IV: Small Disadvantaged Business Participation
Vol-V: Signed SF 33 with Solicitation, Contract Data Requirements Lists, ORCA Printout)

Paper Copies: Paper copies of the proposal that meet the above format requirements shall be delivered and shall consist of:

Five (5) paper copies shall consist of Volume I and II only. (Vol-I: Technical Factor Proposal, Vol-II: Past Performance Proposal)

Two(2) paper copy shall consist of Volumes I – V

Vol-I: Technical Factor Proposal
Vol-II: Past Performance Factor Proposal
Vol-III: Price
Vol-IV: Small Disadvantaged Business Participation
Vol-V: Signed SF 33 with Solicitation, Contract Data Requirements Lists, ORCA Printout

D.4.3 Content Requirements. The offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. Offeror shall provide a proposal that, at a minimum, addresses those evaluation factors required in Section M. Each proposal shall address the requirements of the Statement of Objectives included at Section J and other applicable portions of this solicitation.

As the intent is to award without discussions, the offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. Please note that the Government reserves the right to conduct discussions if it so chooses. The index of the proposal shall contain the appropriate volumes/titles/numbers at the beginning of the discussion text. The narrative discussions shall be related to the appropriate number at the beginning of the discussion text. All information specific to each factor will be confined to that part. The offeror must demonstrate knowledge and capability in the factors listed below without reference to cost, to permit a complete and accurate evaluation strictly from a technical standpoint.

All information shall be confined to the appropriate file. The offeror shall confine submissions to essential matters, sufficient to define the proposal and provide adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Each file of the proposal shall consist of a Table of Contents, Summary Section, and the Narrative discussion. The Summary Section shall contain a brief abstract of the file. Proprietary information shall be clearly marked. The following shall be included in the Narrative discussion:

D.4.3.1 Volume I – Technical

Offerors are to include sufficient details, without reference to cost, to permit a complete and accurate evaluation strictly from a technical standpoint.

Offerors are to include a proposed statement of work (SOW) and contract data requirements list (CDRL), program schedule, and information demonstrating access by the Offeror (and his suppliers/subcontractors) to all resources necessary to fulfill the solicitation requirements. This includes, but is not limited to, the availability of relevant production facilities, equipment, personnel and material resources, and quality system. The Offeror is to address the following factors in detail:

Sub-factor A – Hardware Configuration: The offeror shall submit the following information:

- Safety Assessment Report (SAR). Format and content guidance for the SAR is described in DI-SAFT-80102B.
- Commercial operator manual. The commercial operator manual should have sufficient information to describe shooter level operation of the rifle and day optic scope but does not need to meet the commercial operator manual objectives established in the Statement of Objectives and Data Item No. A008 for purposes of this evaluation[2]. The manuals shall clearly and fully explain the operation and maintenance actions required to operate and maintain the sample hardware. No assumptions as to the level of users knowledge should be made; the manuals shall permit trained armorers to complete necessary maintenance activities without additional instruction.
- Ballistic drop tables. Ballistic drop tables should identify day optic scope elevation compensations in mils for the submitted barrel length and rifle configuration when firing .300 Winchester Magnum, Match Grade, MK 248 MOD 0 (DODIC A191, NSN 1305-01-018-1547) ammunition. Ballistic compensations in 100 meter increments from 100 meters to 1200 meters from the firing position should be identified and provided in table format.

The SAR, commercial operator manual, and ballistic drop tables described here shall be included with Volume I of the written proposal and a paper copy shall be submitted with sample hardware (see D.3).

The SAR, commercial operator manual, and ballistic drop tables will be utilized by the Government evaluation team to support the evaluation of the offeror's sample hardware.

- Identification and Assertion of Use, Release, or Disclosure Restrictions. Offerors shall identify, to the extent known at the time submitted to the Government, the technical data that the offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure. The offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be prepared as prescribed in DFARS 252.227-7017 and submitted as an attachment to Volume I and Volume V.

- Hardware Supportability and Maintainability. The offeror shall include, as a separate section Volume I, a complete listing of replacement parts and assemblies. This listing shall be keyed to an exploded view of the system to facilitate item identification. Along with the listing of parts, the offeror shall identify and describe part and/or assembly replacement actions that could be completed organically by the Government at the operator or intermediate support level as well as those actions that must be sent to depot for repair/replacement. The offeror shall describe repair/replacement procedures and identify any tooling and gauging necessary to perform the maintenance task if they are not already addressed in the supplied commercial operator manual.

Note: Typical operator tasks are completed in three minutes or less without the use of special tooling. Intermediate support task can typically be accomplished in less than ten minutes with the use of minimal special tooling if necessary. Machining operations, press/shrink fitting, and or any other type of part modification is typically not an operator or unit armorer level function.

Sub-factor B – Manufacturing Facilities, Equipment, and Personnel: The offeror shall describe the existing manufacturing equipment, facilities, and personnel to meet the solicitation requirements for M24 SWS reconfiguration with respect to:

[2] Commercial operator and maintenance manuals that are in compliance with DA equipment publications or DA Commercial off the shelf (COTS) manuals that meet the requirements of MIL-STD-40051 and MIL-HDBK–1222, or MIL-DTL-24784/4C are identified in this RFP as a contract data requirement to be delivered after contract award.

- The availability of equipment and facilities (or a plan and schedule to obtain same) to reconfigure the M24 SWS, perform first article inspection and quality conformance inspection, and provide physical security in order to meet the requirements of this solicitation.
- Available machine time and ability to meet the delivery schedule specified in this solicitation.
- The capability of the production processes as it relates to this solicitation (e.g. CNC milling/turning, welding, casting, plating, EDM).
- Program management and workforce structure to execute the program to meet all RFP requirements including, but not limited to, rifle reconfiguration, GFM accountability and reporting, commercial manual preparation, and training.
- Experience of personnel in program management, production engineering, quality engineering, setup/programming and operation of the specified equipment.
- Availability of Personnel (or a plan and schedule to obtain same) to perform tasks in accordance with the required program schedule.
- Roles of other business entities and subcontractor plans or business arrangements.

Sub-factor C – Technical and Contractual Approach. Offerors shall describe their technical approach at rifle reconfiguration, prepare a Statement of Work identifying the work required to meet the SOO and RFP requirements, and prepare a Contract Data Requirements List (CDRL) that defines data items to be delivered after contract award. The Reconfiguration Approach, SOW, and CDRL should be separate and distinct narratives and should be distinctly identified in the offerors proposal as:

1) Reconfiguration Approach
2) Statement of Work for M24 Sniper Weapon System Reconfiguration
3) Contract Data Requirements List[3]

Reconfiguration Approach: Offerors shall describe their proposed approach to reconfigure the government furnished M24 SWSs with respect to the following areas of consideration:

- The offeror's reconfiguration process from receipt of GFM M24 SWSs to delivery of reconfigured M24s that meet the requirements of this solicitation. The reconfiguration process should demonstrate an understanding of the applicable product performance and quality assurance requirements as described in PURCHASE DESCRIPTION, RIFLE , .300 WINCHESTER MAGNUM, SNIPER W/ DAY OPTICAL SIGHT AND CARRYING CASES, M24 RECONFIGURED and the Statement of Objectives (SOO), included at Section J. The reconfiguration process should ideally be presented in the form of a process flow chart with relevant supporting narrative.
- The offeror's use/reuse of existing GFM M24 SWS components to meet the requirements of this RFP.
- The offeror's demilitarization approach.
- The offeror's approach to disassemble, inspect, and accept/reject incoming GFM.
- The offeror's approach, if applicable, to rework or modify GFM components that will be used in the reconfigured M24.
- The offeror's approach of meeting the objective reconfiguration turnaround time and capacity identified in the SOO. The offeror should identify components that will be fabricated at the prime contractor's facility and those that will be subcontracted and/or purchased as commercial-off-the-shelf items along with estimated availability/lead times associated with each component. The offeror should identify the processes and/or components that have the greatest impact on limiting reconfiguration capacity and turnaround time. The offeror should identify the time associated with the critical path processes identified in the offeror's reconfiguration approach that limit reconfiguration throughput.

Statement of Work: The Statement of Objectives (SOO), included at Section J, provides the Government's overall objectives for this solicitation. Offerors shall use the SOO, together with other applicable portions of this RFP, as the basis for preparing their proposal, including the statement of work (SOW) and contract data requirements list

[3] The CDRL may be included as an appendix to Volume I

(CDRL). The offeror shall ensure all objectives listed in Paragraph 5.0 "contract objectives" of the SOO are addressed. The SOW should specify in clear, understandable terms the work to be done in developing or producing the goods to be delivered or services to be performed by the contractor. Preparation of an effective SOW requires both an understanding of the goods or services that are needed to satisfy a particular requirement and an ability to define what is required in specific, performance based, quantitative terms. Offerors are encouraged to reference MIL-HDBK-245D for SOW preparation guidance. The offeror's understanding of both required goods/services and work effort required to accomplish should be fully demonstrated in the offeror's proposed SOW.

The offeror's SOW should be consistent with and may reference and/or include all or portions of the offeror's Reconfiguration Approach but should address all objectives listed in Paragraph 5.0 "contract objectives" of the SOO. All contract data requirements shall be traceable to specific tasks defined in the SOW. The offeror shall identify specific data requirements by data item number within SOW tasks (e.g. "in accordance with Data Item No. A003" or "(REF Data Item No. A003)"

Guide Requirements/Verification Methods Addendum: Because of the variety of non-developmental hardware configurations currently available, PURCHASE DESCRIPTION, RIFLE , .300 WINCHESTER MAGNUM, SNIPER W/ DAY OPTICAL SIGHT AND CARRYING CASES, M24 RECONFIGURED, where applicable, contains guide requirements and verification methods that ***may be tailored*** to conform to the physical configuration and/or manufacturing methodology presented by an offeror. It is the offeror's responsibility to complete the guide requirements and verification methods addendum (Addendum 1) of the purchase description and submit the addendum in Volume I of their proposal. Guide requirements and verification methods are designated in the purchase description by "(GUIDE)" after the applicable requirement or verification method title.

Only those requirements and verification methods designated (GUIDE) may be tailored by the offeror. If guide requirements are tailored, the offeror must thoroughly address the intent of the requirement/verification method as it is presented in its untailored form. Tailored requirements/verification methods shall be more specific than those currently presented and may be detailed in nature (i.e. defined by technical drawings, geometric dimensioning and tolerancing, etc.). Addendum 1 of the purchase description, if utilized by the offeror to tailor guide requirements/verification methods, shall be included in Volume I of the offeror's written proposal.

The tailored GUIDE requirements/verification methods submitted with the offeror's response shall replace the GUIDE requirements/verification methods in the purchase description and will become part of the purchase description at contract award.

Contract Data Requirements List: The Contract Data Requirements List (CDRL), included at Section J is a baseline CDRL that identifies known minimum Government data requirements for this contract. The offeror shall complete Items F, 5, 17 and 18 for each data item identified in the baseline CDRL. All data items shall be traceable to specific tasks defined in the SOW.
The offeror may include additional data requirements as appropriate to address the objectives identified in the SOO. If proposing additional data items, the offeror shall prepare additional CDRLs (DD Form 1423) including appropriately tailored data item description (DID) references. Each specific data requirement shall be selected from DoD 5010.12-M and specified on DD Form 1423. The offer may reference DoD 5010.12-M Section C3.3.3 for guidance on completing DD Form 1423. All additional CDRLs shall be applied to CLIN 0001 as not separately priced data items.

Sub-factor D – Quality System: Offerors shall describe their proposed Quality System to meet or exceed RFP requirements with respect to:

- The quality system compliance/certification status i.e., in-coming inspections, in-process inspections and controls, and final inspections
- First article and quality conformance inspection as proposed in this solicitation
- Quality system to address non-conforming materials and corrective actions in the event of a non-conformance

Offerors shall describe their ISO 9001:2000 compliant (Independent certification/registration is not required) quality system with respect to:

- Procedures that cover all key processes in the business
- Monitoring processes to ensure that established procedures are effective
- Record keeping
- Defect checking and action(s) when defects are discovered
- Facilitating continual improvement

The offeror shall describe a process for the inspection, verification, and documentation of the first production article. This First Article Inspection (FAI) is a deliverable report.

The offeror shall describe their process for calibrating inspection equipment (i.e. tools & gages) used during dimensional measurement. The offeror shall identify/describe their calibration standards (i.e., traceable to National Institute of Standards & Technology or methodology whereby values were derived from a controlled process utilizing a fundamental constant of nature.)

D.4.3.2 Volume II – Past Performance Offerors shall submit a list of all Government contracts (prime and major subcontracts) awarded during the past 3 years, which are relevant to the efforts required by this solicitation. Relevant efforts are defined as prior efforts that involve the manufacturing and/or integration of fabricated metal components and assemblies and/or small arms manufacturing as described under 2007 North American Industry Classification System (NAICS) definitions 332710 and 332994 respectively. Data concerning the prime Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. This volume shall be organized into the following sections:

1. Section 1 – Contract Descriptions. This section shall include the following information in the following format:

a. Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, email address, and telephone and fax numbers).
b. Government contracting activity, and current address, Procuring Contracting Officer's name, email address, telephone and fax numbers.
c. Government's technical representative/COR, and current email address, telephone and fax numbers.
d. Government contract administration activity and the Administrative Contracting Officer's name, and current email address, telephone and fax numbers.
e. Government contract administration activity's Pre Award Monitor's name, and current email address, telephone and fax numbers.
f. Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also.
g. Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc)).

h. Awarded price/cost.
i. Final or projected final price/cost.
j. Original delivery schedule, including dates of start and completion of work.
k. Final, or projected final, delivery schedule, including dates of start and completion of work.

2. Section 2 – Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation.

a. For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver shall be addressed with respect to causes and corrective actions. The Offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the Offeror or proposed subcontractor. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

b. For all contracts, the Offeror shall provide data on all manufacturing warranty returns and product quality deficiency reports (PQDRs). Data shall delineate total number of warranty returns, PQDRs, number of Could Not Duplicate (CND), number of failures attributable to GFE component failures, and number and nature of failures attributable to the Offeror's delivered product.

3. Section 3 – Subcontracts. Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the Offeror's corporate entity and among the proposed subcontractors. The information provided for the prime Offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government SOW subparagraph number. This includes all subcontractors who will be providing critical hardware/services or whose subcontract is for more than 20% of the total proposed price.

4. Section 4 – New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

D.4.3.3 Volume III – Price.

Offerors are responsible for submitting pricing by completing the schedule in Section B of the solicitation for: Ordering Period I, II, III, IV, and V Production Quantities; Ordering Period I, II, III, IV, and V First Article Test Lots; Evaluation of the Use of Government Owned Production and Research Property (if applicable); Instructor And Key Personnel Training (I&KPT) Option; Commercial Off-The-Shelf (COTS) Manuals, and Associated Supplemental Data with Government Purpose License Rights Option; Commercial Drawings/Models and Associated Lists in Order to Support Government Part Provisioning, Training, and Maintenance Option; Government Purpose License Rights with Production Ready Product Drawings/Models and Associated Lists of All Components and Assemblies Required to Reconfigure the Government Furnished M24 SWS Option.

Use of Government Owned Production and Research Property (adjustment to price factor)

In accordance with FAR 45.202(a), the Government shall consider any potentially unfair competitive advantage that may result from an offeror possessing Government property. To eliminate the competitive advantage, a rental equivalent evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

_____ Offer is predicated on use of Government property in offeror's possession.

_____ Offer is predicated on use of Government property in offeror's subcontractors of vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement:_____

Name and Date:_____

Cognizant Government Agency (including address):

_____

The offeror is required to submit the following with his offer (including prospective subcontractors):

(1) A list or description of all Government property that the offeror or its subcontractors propose to use on a rent-free basis. The list shall identify the accountable contract under which the property is held and the authorization for its use (from the contracting officer having cognizance of the property);
(2) The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent;
(3) Provide calculations and rationale for Government owned Production and Research Property in accordance with FAR clause 52.245-9. The offeror shall provide calculations and rationale for rental adjustment for the entire period of contract performance. Show calculations for base period and each option period. For purposes of calculating the hours of usage, for items with a single numeric quantity, offerors shall use the quantity stated. For items with a quantity range, the offeror shall use the maximum quantity within that period's highest quantity range. For example:

For purposes of calculating the hours of usage, offerors shall use the evaluated maximum quantity of 3,600 units.

(4) The voluntary consensus standard or industry leading practices and standards to be used in the management of Government property, or existing property management plans, methods, practices, or procedures for accounting for property.

D.4.3.4 Volume IV – Small Disadvantaged Business Participation.

In accordance with FAR Subpart 19.12, all Offerors (including Small Business concerns) must address the extent of participation of Small Disadvantaged Business (SDB) concerns with their offers. SDB target participation must be addressed as percentages of total evaluated contract value, in each of the applicable, authorized North American Industry Classification System (NAICS) (SIC) Industry subsectors, and a total target for SDB participation by the Contractor. SDB targets will be incorporated into any resulting prime contract and contractors will be required to report SDB participation.

(1) In order to determine which of your subcontracts are affected by this Factor (i.e. industries authorized by the Department of Commerce for SDB Program), visit http://www.arnet.gov/References/sdbadjustments.htm.

(2) In accordance with FAR 19.12, the Offeror shall describe their plan and efforts undertaken to utilize SDB (e.g. partnership, teaming agreement, memorandum of agreement, subcontract, etc.). Address the following in your offer

- Describe your plan or efforts undertaken to utilize SDB.
- Explain rationale as to why the percentage being utilized is appropriate for your company.

(3) For SDB Offerors, their own participation as an SDB is to be identified.

(4) Large business Offerors shall provide the most recent Standard Form (SF) 294, "Subcontracting Report for Individual Contracts" for each relevant contract where FAR clause 52.219-9 "Small Business Subcontracting Plan" applied. Large businesses that have not had a contract in the three years prior to the closing of this solicitation incorporating FAR clause 52.219-9, shall so state.

D.4.3.5 Volume V – Solicitation, Offer and Award Documents and Certifications / Representations.

Each Offeror shall provide completed copies of the Standard Form 33 (SF33) signed by a person authorized to enter into the proposed contract on behalf of the offeror with all remaining pages of the solicitation. Proposed prices filled out in Solicitation Section B. Contract Data Requirements List (DD Forms 1423) with Blocks 17 and 18 completed with Not Separately Priced (NSP). Online Representations and Certifications Application (ORCA) Printout. The Contractor must be registered in ORCA at https://orca.bpn.gov/ with all required Representations and Certifications.

D.4.3.6 General Information.

In accordance with FAR 15.306(d), written discussions by using Items for Negotiations (IFNs) with each Offeror within the competitive range may be held. After completion of written discussions with each Offeror in the competitive range and in accordance with FAR 15.307(b), all Offerors in the competitive range will be allowed a minimum of 10 calendar days to submit Final Proposal Revisions. There are no limits with respect to the number of IFNs an offeror receives.

If discussions are to be conducted, the Contracting Officer will first establish a competitive range based on an assessment of the Factors and Sub-Factors. The Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. All offerors in the competitive range shall be advised of any clarifications, significant weaknesses or deficiencies in their proposal. Offerors shall be offered a reasonable opportunity to correct or resolve them and to submit such price, technical or other revisions to their proposals that may result from the discussions. At the conclusion of discussions, a final common cutoff date that allows a reasonable opportunity for submission of written final proposal revision submissions will be established. Final proposals shall be evaluated utilizing the same criteria that were used for the initial proposal evaluation; any change in a rating shall be clearly annotated. All offerors are advised to submit adequately detailed proposals and not to assume that the Government is aware of their capabilities.

Section M - Evaluation Factors for Award

A. BASIS FOR AWARD

The award will be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the four evaluation factors: Technical, Past Performance, Price, and Small Disadvantaged Business Participation. The Technical factor (consisting of Sub-Factor A: Hardware Configuration;
Sub-Factor B: Manufacturing Facilities, Equipment, and Personnel; Sub-Factor C: Technical and Contractual Approach; and Sub-Factor D: Quality System) is significantly more important than the Past Performance factor. The Past Performance factor is more important than the Price factor and the Price factor is significantly more important that the Small Disadvantaged Business Participation factor. The Non-Price factors combined are significantly more important than the Price factor. To receive consideration for award, a final rating of no less than "Acceptable" must be achieved for all Technical sub-factors.

In using the best value approach, the Government seeks to award to an offeror who gives the greatest confidence that it will best meet and/or exceed the requirements. This may result in an award being made to a higher rated, higher priced offeror where the decision is consistent with the solicitation's evaluation factors and the Source Selection Authority (SSA) reasonably determines that the non-price factors of the higher priced offeror outweighs the cost difference. The SSA arrives at a Source Selection Decision based on the offeror whose proposal represents the best value to the Government. The Government intends to award one (1) contract as a result of this RFP.

A tradeoff analysis will be used by the SSA to consider award to other than the lowest price offeror. Under this process, the SSA will evaluate both price and non-price evaluation factors and award the contract to the offeror proposing the combination of factors that represents the best value based on the evaluation criteria. Inherent in this process is the necessity to make tradeoffs considering an offeror's non-price significant strengths and strengths as well as its non-price significant weaknesses, weaknesses, and deficiencies as compared to its proposed price. The SSA will select the successful offeror by considering these tradeoffs and applying his/her business judgment to determine the proposal that represents the best value. The Government reserves the right to reject any proposal that is unreasonably high or low in price since that may indicate that the offeror has failed to comprehend the requirements.

A Pre-Award Survey may be conducted in the determination of contractor responsibility.

B. FACTORS AND SUB-FACTORS TO BE EVALUATED

1. Factor I – Technical. Sub-factor (A) thru Sub-factor (D) are all of equal importance.

   Sub-Factor A: Hardware Configuration

   Sub-Factor B: Manufacturing Facilities, Equipment, and Personnel

   Sub-Factor C: Technical and Contractual Approach

   Sub-Factor D: Quality System

2. Factor II – Past Performance

3. Factor III – Price.

4. Factor IV – Small Disadvantaged Business Participation.

C. EVALUATION APPROACH

The Source Selection Team is responsible for conducting an in-depth review and evaluation of each offeror's proposal against the solicitation requirements. All proposals received pursuant to this solicitation shall be evaluated in the same manner. Application of adjectival ratings supported by narrative findings will be used in the evaluation of proposals. The narrative findings will identify strengths, significant strengths, weaknesses, significant weaknesses and deficiencies associated with each evaluation factor and subfactor as measured against the solicitation requirements and evaluation standards. Narrative findings will firmly support the adjectival ratings assigned by the evaluation team. The final evaluation of proposals will be performed to assure consistent application of the evaluation standards to all offerors.

C.1 Technical Evaluation Approach.

Evaluation of the technical factor will consider the following:

C.1.1 Adequacy of Response. The proposal will be evaluated to determine whether the offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement of the solicitation has been addressed in the proposal in accordance with the proposal submission section of the solicitation.

C.1.2 Feasibility of Approach. The proposal will be evaluated to determine whether the offeror's methods and approach to meeting the solicitation requirements provide the Government with a high level of confidence of successful completion within the required schedule. In the event that enhancements are proposed, the enhancements will be evaluated to determine whether the approach taken is feasible and will result in an end product that fully meets or exceeds the solicitation requirements.

C.2 Technical Sub-factor Evaluation Approach

Evaluation of the following technical sub-factors will specifically consider:

C.2.1 Hardware Configuration. Sample hardware will be evaluated to aid in the assessment of the offeror's ability to reconfigure M24 SWSs to meet hardware performance requirements as defined in PURCHASE DESCRIPTION, RIFLE , .300 WINCHESTER MAGNUM, SNIPER W/ DAY OPTICAL SIGHT AND

CARRYING CASES, M24 RECONFIGURED and to facilitate assessment of any proposed configuration enhancements that exceed threshold purchase description requirements and/or are not specifically identified in the purchase description but provide additional operational and/or maintainability benefit to the Soldier.

C.2.2 Manufacturing Facilities, Equipment, and Personnel. The proposal will be evaluated to determine whether the offeror's facilities, equipment, and personnel available to the offeror provide the Government with a high level of confidence of successful completion within the required schedule.

C.2.3 Technical and Contractual Approach. The proposal will be evaluated to determine whether the offerors proposed Reconfiguration Approach, Statement of Work, and Contract Data Requirements List demonstrate an understanding of all aspects of the effort to be performed to meet the Statement of Objectives and contract requirements. The proposal will be evaluated to determine whether a sound approach to meeting the objectives and requirements is proposed and that methods to verify compliance of deliverables with contract requirements are established.

C.2.4 Quality System. The proposal will be evaluated to determine whether the offeror's methods and approach to quality provide the Government with a high level of confidence that production and management activities strive to minimize defects by clearly defining and constantly improving associated processes and that defects will be identified and segregated prior to lot acceptance testing.

C.3 Past Performance Evaluation Approach.

The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the proposed prime contractor and all proposed major subcontractors. A major subcontractor is defined as one who will be providing critical hardware/services or whose subcontract is for more than 20% of the total proposed price. In either case, the prime contractor and proposed major subcontractors will be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past Performance rating.

a. The Government will conduct a Past Performance assessment based on the quality, relevancy and recency of the Offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. Areas of relevance include prior efforts that involve the manufacturing and/or integration of fabricated metal components and assemblies and/or small arms manufacturing as described under 2007 North American Industry Classification System (NAICS) definitions 332710 and 332994 respectively. When assessing past performance, the Government will focus its inquiry on the past performance of the Offeror and its proposed major subcontractors as it relates to all solicitation requirements. This will include the Offeror's record in all aspects of past performance on programs of similar complexity / type.

b. Offerors are cautioned that in conducting the past performance assessment, the Government may use data provided in the Offeror's proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving low past performance rests with the Offerors.

C.4 Price Evaluation Approach.

A price evaluation will be based on: Computing an evaluated amount for Ordering Period I, II, III, IV, and V Production Quantities; Ordering Period I, II, III, IV and V, First Article Test Lots; Evaluation of the Use of Government Owned Production and Research Property (if applicable); Instructor And Key Personnel Training (I&KPT) Option; Commercial Off-The-Shelf (COTS) Manuals, and Associated Supplemental Data with Government Purpose License Rights Option; Commercial Drawings/Models and Associated Lists in Order to Support Government Part Provisioning, Training, and Maintenance Option; Government Purpose License Rights with Production Ready Product Drawings/Models and Associated Lists of All Components and Assemblies Required

to Reconfigure the Government Furnished M24 SWS Option. The evaluated price for CLINs not containing quantity ranges will be the offeror's proposed unit price for each.

The evaluated amount for CLINs containing quantity ranges (Production Quantities for Ordering Periods I-V) will be computed by totaling the evaluated prices for each ordering period. The evaluated price for each ordering period will be calculated by computing an average evaluated unit price and multiplying the average evaluated unit price by the maximum quantity within that period's highest quantity range. The average evaluated unit price will be calculated as follows:

1) The evaluated quantity for each quantity range will be the maximum quantity within that range.

2) The evaluated quantity will be multiplied by the evaluated unit price to determine the evaluated amount for each quantity range.

3) The sum of the evaluated amounts will be divided by the sum of the evaluated quantities to derive the average evaluated unit price.

4) The evaluated price for the quantity range is the product of the average evaluated unit price multiplied by the maximum quantity within that period's highest quantity range.

The total evaluated price will be adjusted for the value of any Government Owned Production and Research Property.

THE UNIT PRICES CONTAINED IN THIS EXAMPLE BELOW WERE FABRICATED FOR DEMONSTRATION PURPOSES ONLY AND IN NO WAY REFLECT THE UNIT PRICES THE GOVERNMENT EXPECTS TO PAY.

The following table is a sample of computing the total evaluated price for Ordering Period I Production Quantity:

Ordering Period I Quantity Ranges	Evaluated Quantity (Max Quantity within Range)	Proposed Unit Price	Evaluated Amounts for Each Quantity Range
1 – 25	25	$1,100	$27,500
26 -750	750	$1,000	$750,000
751 – 1,500	1,500	$900	$1,350,000
1,501 – 2,500	2,500	$500	$1,250,000

Ordering Period I Sum of Evaluated Amounts for Each Quantity Range	$3,377,500
Ordering Period I Sum of Evaluated Quantities	4,775
Ordering Period I Average Evaluated Unit Price:	$707.33
Ordering Period I Evaluated Price:	**$1,768,325**

The following table is an example of computing the total evaluated price for Ordering Period II Production Quantity:

Ordering Period II Quantity Ranges	Evaluated Quantity (Max Quantity within Range)	Proposed Unit Price	Evaluated Amounts for Each Quantity Range
1 – 25	25	$1,200	$30,000
26 -750	750	$1,100	$825,000
751 – 1,500	1,500	$1,000	$1,500,000
1,501 – 2,500	2,500	$600	$1,500,000

Ordering Period II Sum of Evaluated Amounts for Each Quantity Range	$3,855,000
Ordering Period II Sum of Evaluated Quantities	4,775
Ordering Period II Average Evaluated Unit Price:	$807.33
Ordering Period II Evaluated Price:	**$2,018,325**

The following table is an example of computing the total evaluated price for Ordering Period III Production Quantity:

Ordering Period III Quantity Ranges	Evaluated Quantity (Max Quantity within Range)	Proposed Unit Price	Evaluated Amounts for Each Quantity Range
1 -25	25	$1,300	$32,500
26 -750	750	$1,200	$900,000
751 – 1,500	1,500	$1,100	$1,650,000
1,501 – 2,500	2,500	$700	$1,750,000

Ordering Period III Sum of Evaluated Amounts for Each Quantity Range	$4,332,500
Ordering Period III Sum of Evaluated Quantities	4,775
Ordering Period III Average Evaluated Unit Price:	$907.33
Ordering Period III Evaluated Price:	**$2,268,325**

The following table is an example of computing the total evaluated price for Ordering Period IV Production Quantity:

Ordering Period IV Quantity Ranges	Evaluated Quantity (Max Quantity within Range)	Proposed Unit Price	Evaluated Amounts for Each Quantity Range
1 – 25	25	$1,400	$35,000
26 -750	750	$1,300	$975,000
751 – 1,500	1,500	$1,200	$1,800,000
1,501 – 2,500	2,500	$800	$ 2,000,000

Ordering Period IV Sum of Evaluated Amounts for Each Quantity Range	$4,810,000
Ordering Period IV Sum of Evaluated Quantities	4,775
Ordering Period IV Average Evaluated Unit Price:	$1,007.33
Ordering Period IV Evaluated Price:	**$2,518,325**

The following table is an example of computing the total evaluated price for Ordering Period V Production Quantity:

Ordering Period V Quantity Ranges	Evaluated Quantity (Max Quantity within Range)	Proposed Unit Price	Evaluated Amounts for Each Quantity Range
1 – 25	25	$1,500	$37,500
26 -750	750	$1,400	$1,050,000
751 – 1,500	1,500	$1,300	$1,950,000
1,501 – 2,500	2,500	$900	$2,250,000

Ordering Period V Sum of Evaluated Amounts for Each Quantity Range	$5,287,500
Ordering Period V Sum of Evaluated Quantities	4,775
Ordering Period V Average Evaluated Unit Price:	$1,107.33
Ordering Period V Evaluated Price:	**$2,768,325**

The following chart shows how the total evaluated price will be calculated for Ordering Period I, II, III, IV, and V Production Quantities; Ordering Period I, II, III, IV, and V First Article Test Lots; Evaluation of the Use of Government Owned Production and Research Property (if applicable); Instructor And Key Personnel Training (I&KPT) Option; Commercial Off-The-Shelf (COTS) Manuals, and Associated Supplemental Data with Government Purpose License Rights Option; Commercial Drawings/Models and Associated Lists in Order to Support Government Part Provisioning, Training, and Maintenance Option; Government Purpose License Rights with Production Ready Product Drawings/Models and Associated Lists of All Components and Assemblies Required to Reconfigure the Government Furnished M24 SWS Option.

Ordering Period I Production Quantity Evaluated Price	$1,768,325
Ordering Period II Production Quantity Evaluated Price	$2,018,325
Ordering Period III Production Quantity Evaluated Price	$2,268,325
Ordering Period IV Production Quantity Evaluated Price	$2,518,325
Ordering Period V Production Quantity Evaluated Price	$2,768,325
Sum of Ordering Periods I-V Production Quantity	$11,341,625
Ordering Period I-V Overall Evaluated Price The sum of Ordering Periods I-V Evaluated Price / Total Number of Ordering Periods [$11,315,750/ 5]	**$2,268,325**
Ordering Period I, II, III, IV, and V First Article Test Lots of 5 each Reconfigured M24.	$100,000
Evaluation of the Use of Government Owned Production and Research Property **(if applicable).**	$100,000
Option: Instructor and Key Personnel Training.	$1,000
Option: Commercial Off-The-Shelf (Cots) Manuals, and Associated Supplemental Data.	$1,000
Option: Commercial Drawings/Models and Associated Lists in Order to Support Government Part Provisioning, Training, and Maintenance.	$1,000
Option: Government Purpose License Rights with Production Ready Product Drawings/Models and Associated Lists of All Components and Assemblies Required to Reconfigure the Government Furnished M24 SWS.	$100,000
TOTAL EVALUATED PRICE	**$ 2,571,325**

(b) Cost inconsistencies. A proposal is presumed to represent an Offeror's best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price, should be explained in the proposal. Any significant inconsistencies, if unexplained, raise a fundamental issue of the offeror's understanding of the nature and scope of work required and his financial ability to perform the contract, may be grounds for rejection of the proposal.

Use of Government Owned Production and Research Property Evaluation.

If Government production and research property is proposed for use in performance of any contract resulting from the solicitation, each offeror's total evaluated price shall be adjusted to include a rental equivalent factor for each item of such property calculated in accordance with FAR clause 52.245-9. This adjustment shall apply for the use of Government property by the Offeror as well as any subcontractor thereto, see D.4.3.3 Volume III – Price Factor.

C.5 Small Disadvantaged Business Participation Evaluation Approach.

In accordance with FAR Subpart 19.12, all Offerors (including Small Business concerns) must address the extent of participation of Small Disadvantaged Business (SDB) concerns with their offers. SDB target participation must be addressed as percentages of total evaluated contract value, in each of the applicable, authorized North American Industry Classification System (NAICS) (SIC) Industry subsectors, and a total target for SDB participation by the Contractor. SDB targets will be incorporated into any resulting prime contract and contractors will be required to report SDB participation.

(1) In order to determine which of an offeror's subcontracts are affected by this Factor (i.e. industries authorized by the Department of Commerce for SDB Program), visit http://www.arnet.gov/References/sdbadjustments.htm.

(2) In accordance with FAR 19.12, the Offeror shall describe their plan and efforts undertaken to utilize SDB (e.g. partnership, teaming agreement, memorandum of agreement, subcontract, etc.). Offerors should address the following:

- Describe your plan or efforts undertaken to utilize SDB.
- Explain rationale as to why the percentage being utilized is appropriate for your company.

(3) For SDB Offerors, their own participation as an SDB is to be identified.

(4) Large business Offerors shall provide the most recent Standard Form (SF) 294, "Subcontracting Report for Individual Contracts" for each relevant contract where FAR clause 52.219-9 "Small Business Subcontracting Plan" applied. Large businesses that have not had a contract in the three years prior to the closing of this solicitation incorporating FAR clause 52.219-9, shall so state.

C.6 Ratings.

1. The rating for the Technical factor and sub-factors will be expressed as an adjectival assessment of Outstanding, Good, Acceptable, Marginal or Unacceptable.

2. The rating for the Small Disadvantaged Business Participation Evaluation Factor will be expressed as an adjectival assessment of Outstanding, Good, Marginal, Unacceptable, or Neutral.

A standard establishes a baseline to measure how well an offeror's proposal satisfies the evaluation criteria. A standard may be either qualitative or quantitative, depending on the criteria it addresses. It is necessary that every standard in the adjectival rating is met, otherwise the offeror will be assessed the next lowest rating, assuming the criteria within that rating are fully met. Evaluators shall rate each proposal to determine its overall worth in relation to the approved standard. The results of the evaluation against the established standards shall be summarized at the

lowest Sub Factor. Summaries will be documented at the factor level including the appropriate adjectival rating and will highlight the strengths, significant strengths, and weaknesses, significant weaknesses, as well as the deficiencies of each proposal. It is the Government's intention to award this effort without discussions. However, should discussions be necessary they will be in the form of written Items For Negotiation (IFNs). If discussions are conducted, final proposal revision submissions will be evaluated in accordance with the solicitation.

3. Technical Sub-Factor Rating Definitions. The following rating definitions will be utilized in the evaluation of the overall Technical Factor rating as well as the individual Technical sub-factors (i.e., the Technical factor will be an equally rated "rollup" of the Technical subfactor ratings):

ADJECTIVE	DEFINITION AND CRITERIA
Excellent	The extensively-detailed proposal has exceptional merit and reflects an excellent approach which will clearly result in meeting or exceeding all requirements and objectives. This clearly achievable approach includes numerous strengths and/or significant strengths and essentially no weaknesses and or significant weaknesses. The solutions are considered very low risk in that they are exceptionally clear and precise, fully supported, and demonstrate an excellent understanding of the requirements.
Good	The well detailed proposal demonstrates a sound approach which is expected to meet all requirements and objectives. This sound approach includes some strengths and/or significant strengths and few minor weaknesses that are readily correctable. The proposal solutions is considered to reflect low risk in that they are precise, supported, and demonstrate a good understanding of the requirements.
Acceptable	The adequately detailed proposal demonstrates a satisfactory Offeror's record of approach which may meet all requirements and objectives. The approach includes strengths and/or significant strengths as well as weaknesses and/or significant weaknesses that require a moderate degree of effort to correct. The proposal is considered to reflect moderate risk in that they are somewhat clear, partially supported, and demonstrate a general understanding of the requirements.
Marginal	The minimally detailed proposal demonstrates an approach which likely may not meet all requirements and objectives. The approach has few strengths and some weaknesses. The approach is high risk as it also demonstrates significant weaknesses and/or deficiencies which would require a significant amount of work to correct. The proposal is considered to reflect high risk in that they lack clarity and precision, are generally unsupported, and do not demonstrate a complete understanding of the requirements.
Unacceptable	The poorly detailed proposal demonstrates an approach which will assuredly not be capable of meeting all requirements and objectives. This approach has numerous weaknesses, significant weaknesses and/or deficiencies that would require a complete re-write to correct. The proposal is considered to reflect very high risk in that they lack any clarity or precision, are entirely unsupported, and clearly does not demonstrate an understanding of the requirement.

4. Past Performance Factor Rating Definitions. A rating of High Risk, Moderate Risk, Low Risk or Unknown Risk (as defined below) will be assigned to the Past Performance Factor:

ADJECTIVE	DEFINITION AND CRITERIA
Low Risk	Little doubt exists, based on the Offeror's performance record, that the Offeror can perform the proposed effort.
Moderate Risk	Some doubt exists, based on the Offeror's performance record, that the Offeror can perform the proposed effort.
High Risk	Significant doubt exists, based on the Offeror's performance record, that the Offeror can perform the proposed effort.
Unknown Risk	Little or no relevant performance record identifiable; equates to an unknown risk rating having no positive or negative evaluation significance.

5. Small Disadvantaged Business Participation Factor Rating Definitions. The following rating definitions will be utilized in the evaluation of the Small Disadvantaged Business Participation Factor:

Evaluation	Definition
Outstanding	Strong rationale to support proposed plan and appropriate percentage of SDBs to be utilized by the contractor.
Good	Adequate rationale to support proposed plan and appropriate percentage of SDBs to be utilized by the contractor.
Marginal	Weak rationale to support proposed plan and appropriate percentage of SDBs to be utilized by the contractor.
Unacceptable	No rationale or plan provided that addresses utilization of SDBs submitted by the contractor.
Neutral	Foreign companies do not have to submit a SDB Plan if the contract is to be performed entirely outside of the United States and its outlying areas as per FAR 19.702 (b)

C.7 Definitions.

1. Deficiency. A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

2. Strength. Any aspect of a proposal when judged against a stated evaluation criterion, enhances the merit of the proposal or increases the probability of successful performance of the contract.

3. Significant Strength. A significant strength appreciably enhances the merit of a proposal or appreciably increases the probability of successful contract performance.

4. Weakness. A flaw in the proposal that increases the risk of unsuccessful contract performance.

5. Significant Weakness. A flaw that appreciably increases the risk of unsuccessful contract performance.

6. Proposal Risk. Proposal risks are those risks associated with the likelihood that an Offeror's proposed approach will meet the requirements of the solicitation.

7. Performance Risk. Performance risks are those risks associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by that Offeror's record of current or past performance.