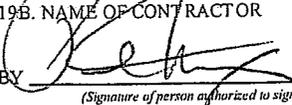
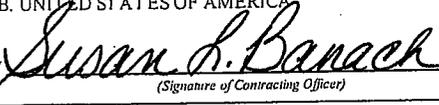


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A7	PAGE OF PAGES 1 26	
2. CONTRACT (Prac. Inst. Ident.) NO. M67854-11-C-0206		3. EFFECTIVE DATE 04 Feb 2011		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.		
5. ISSUED BY MARCORSYSCOM PEO (LS) ATTN: SUE BANACH 2200 LESTER STREET QUANTICO VA 22134		CODE M67854	6. ADMINISTERED BY (If other than Item 5) See Item 5		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) GENERAL DYNAMICS C4 SYSTEMS, INC. LORETHA JOHNSON 8201 E MCDOWELL RD SCOTTSDALE AZ 85257-3812				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days		
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM
CODE 1VPW8		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER (M67443) MARINE CORPS VENDOR PAY ATTN: KANSAS P.O. BOX 369022 COLUMBUS OH 43218-9022		
11. SHIP TO/MARK FOR PROGRAM EXECUTIVE OFFICER, LAND SYSTEMS MR. DONALD KELLEY CAC2S 2200 LESTER STREET QUANTICO VA 22134		CODE M67854	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER (M67443) MARINE CORPS VENDOR PAY ATTN: KANSAS P.O. BOX 369022 COLUMBUS OH 43218-9022			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(e) [] 41 U.S.C. 253(e)				14. ACCOUNTING AND APPROPRIATION DATA See Schedule		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE						
15G. TOTAL AMOUNT OF CONTRACT						\$4,927,005.00
16. TABLE OF CONTENTS						
(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)	
PART I - THE SCHEDULE						
X A	SOLICITATION/ CONTRACT FORM	1	X I	CONTRACT CLAUSES	20 - 24	
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X C	DESCRIPTION/ SPECS/ WORK STATEMENT	5 - 13	X J	LIST OF ATTACHMENTS	25 - 26	
X D	PACKAGING AND MARKING	14	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X E	INSPECTION AND ACCEPTANCE	15	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X F	DELIVERIES OR PERFORMANCE	16		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X G	CONTRACT ADMINISTRATION DATA	17 - 19	M	EVALUATION FACTORS FOR AWARD		
X H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE:						
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 1 copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number M67854-10-R-0203-0003 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print) Paul Mexoz Director, Contract Management, BMSD				20A. NAME OF CONTRACTING OFFICER TEL: EMAIL:		
19B. NAME OF CONTRACTOR BY 		19C. DATE SIGNED 2/2/11	20B. UNITED STATES OF AMERICA BY 		20C. DATE SIGNED 2-3-11	

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Previous edition is usable

STANDARD FORM 26 (REV. 4/2008)

Prescribed by GSA
FAR (48 CFR) 53.214(a)

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING DO-A7	PAGE OF PAGES 1 26	
2. CONTRACT (Proc. Inst. Ident.) NO. M67854-11-C-0206		3. EFFECTIVE DATE 04 Feb 2011		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY MARCORSYSCOM PEO (LS) ATTN: SUE BANACH 2200 LESTER STREET QUANTICO VA 22134		CODE M67854	6. ADMINISTERED BY (If other than Item 5) See Item 5		CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) GENERAL DYNAMICS C4 SYSTEMS, INC. LORETHA JOHNSON 8201 E MCDOWELL RD SCOTTSDALE AZ 85257-3812				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM			
CODE 1VPW8		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER (M67443) MARINE CORPS VENDOR PAY ATTN: KANSAS P.O. BOX 369022 COLUMBUS OH 43218-9022		CODE M67443	
11. SHIP TO/MARK FOR PROGRAM EXECUTIVE OFFICER, LAND SYSTEMS MR. DONALD KELLEY CAC2S 2200 LESTER STREET QUANTICO VA 22134		CODE M67854	13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				
14. ACCOUNTING AND APPROPRIATION DATA See Schedule			15. TOTAL AMOUNT OF CONTRACT \$4,927,005.00				
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X	F	DELIVERIES OR PERFORMANCE	16		OTHER STATEMENTS OF OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	17 - 19	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
	H	SPECIAL CONTRACT REQUIREMENTS		M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return [] copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number M67854-10-R-0203-0003			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER SUSAN L. BANACH / CONTRACTING OFFICER TEL: 703-432-3073 EMAIL: susan.banach@usmc.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA <i>Susan L. Banach</i> BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED 03-Feb-2011	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CAC2S Phase 2 Program Management FFP The Contractor shall provide program management in accordance with Section C, Statement of Work FOB: Destination MILSTRIP: M6785411RCR1BM0	1	Each	(b) (4)	(b) (4)

NET AMT (b) (4)

ACRN AA
CIN: M6785411RCR1BM00001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CAC2S Phase 2 Integration FFP The Contractor shall provide the system engineering and integration of their Phase 2 Prototype in accordance with Section C, Statement of Work FOB: Destination MILSTRIP: M6785411RCR1BM0	1	Each	(b) (4)	(b) (4)

NET AMT (b) (4)

ACRN AA
CIN: M6785411RCR1BM00002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CAC2S Phase 2 Demonstration FFP The Contractor shall provide all systems engineering and operators/technicians to demonstrate their Phase 2 Prototype in accordance with Section C, Statement of Work FOB: Destination MILSTRIP: M6785411RCR1BM0	1	Each	(b) (4)	(b) (4)

NET AMT (b) (4)

ACRN AA
CIN: M6785411RCR1BM00003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	PDS/SDS Single Transportability Analysis FFP The Contractor shall provide an analysis to physically integrate the PDS/SDS functionality allocated capabilities into a single transportability platform to meet CAC2S Increment I modularity, scalability and transportability requirements of the TACC, TAOC and DASC agencies in accordance with Section C, Statement of Work FOB: Destination MILSTRIP: M6785411RCR1BM0	1	Each	(b) (4)	(b) (4)

NET AMT (b) (4)

ACRN AA
CIN: M6785411RCR1BM00004

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	PDS/SDS Architecture/Component Analysis FFP	1	Each	(b) (4)	(b) (4)

The Contractor shall provide an analysis and rationale of the proposed PDS/SDS architecture to include the identification of replaced or modified Phase 1 software/components, proposed new software/components and allocation of functionality to meet full CAC2S Increment I Capability in accordance with Section C, Statement of Work
FOB: Destination
MILSTRIP: M6785411RCR1BM0

NET AMT

(b) (4)

ACRN AA
CIN: M6785411RCR1BM00005

Section C - Descriptions and Specifications

DESCRIPTION AND SPECIFICATIONS

GENERAL DYNAMICS C4 SYSTEMS

STATEMENT OF WORK (SOW)

Table of Contents

- 1.0 Applicable Documents
- 2.0 Introduction
- 2.1 Scope
- 3.0 Requirements
- 3.1 Program Management
 - 3.1.1 Monthly Progress Reports
 - 3.1.2 Integrated Management Plan/Integrated Master Schedule
 - 3.1.3 Interim Program Reviews
 - 3.1.4 Demonstration Readiness Review
- 3.2 PDS/SDS Preliminary Software/Component Architecture Analysis Objective
- 3.3 PDS/SDS Single Transportability Platform Analysis
- 3.4 Government-Furnished Information/Government-Furnished Equipment (GFI/GFE)
- 3.5 Packing and Markings
 - 3.5.1 Preparation for Delivery
 - 3.5.2 Packaging and Shipment
 - 3.5.3 Development of Marking Requirements
 - 3.5.4 Classified Data
 - 3.5.5 Shipping Labels
- 3.6 Quality Assurance
 - 3.6.1 Inspection and Acceptance
- 3.7 Configuration Management
- 3.8 Facility Clearance
- 3.9 Contract Data Requirements List (CDRL)

1.0 Applicable Documents

Capability Production Document (CPD) for Common Aviation Command and Control System
 CAC2S Capability Production Document (CPD) with RCN001
 CAC2S System/Subsystem Specification (SSS) Rev E
 CAC2S RTM
 CAC2S Phase 1 Critical Design Review Technical Data Package (TDP)
 Common Aviation Command and Control System Increment I, Phase 2 Demonstration Plan
 TAOC RADAR System Interface Specification
 Interface Design Document (IDD) for the USMC AC2 and the CEC Cooperative Engagement
 Processor (CEP)
 MIL-STD-6016D Tactical Data Link (TDL) 16 Message Standard
 MIL-STD-6011D Tactical Data Link (TDL) 11/11B Message Standard
 MIL-STD-3011 Interoperability Standard for the Joint Range Extension Application Protocol
 (JREAP)
 OS-OTG 2007 Baseline OTH-Gold

MIL-STD-6040 USMTF 2000
CAC2S CPD Annex E
Single Integrated Air Picture (SIAP) Attributes
DoD Design Criteria Standard (Human Engineering)
Phase 1 to Phase 2 Notional Capabilities Increase
IDD for the CEP and AN/TPS-59(V)3 (SDP Terminal)
G/ATOR to CAC2S/Composite Tracking Network (CTN) IDD
Multi-Function Information Distribution System (MIDS) LVT(2) Link 16 Terminal
USMC USG-4B Components Physical and Power Estimates
Security Classification Guide (SCG) for Common Aviation Command and Control System (CAC2S)
Common Aviation Command and Control System IA Control Implementation Determination
Technology Readiness Level Definitions
CAC2S Notional Program Schedule
DD254, Contract Security Classification Specification
Security Classification Guide (SCG) for Cooperative Engagement Capability (CEC)

2.0 Introduction

This Statement of Work (SOW) addresses Increment I Phase 2 of the Common Aviation Command and Control System (CAC2S). CAC2S will enable the consolidation of the existing functionality of legacy Marine Air Command and Control System (MACCS) C2 systems into a single system capable of performing multiple aviation C2 (Avn C2) functions. CAC2S will provide the means to scale Marine Corps C2 capability as the mission requires. CAC2S components will be combined or disassembled to support task-organized elements of the Air Combat Element (ACE) ranging from small Air Support Elements to full ACE deployments in support of Marine Expeditionary Force (MEF) operations. The System will provide operators with planning and execution capabilities for aviation operations that will interface with legacy MACCS systems, current Marine Air Ground Task Force (MAGTF) C4I systems, jointly mandated systems and future Joint systems. The System provides the capability to simultaneously support current operations and planning for future operations. The System will be employed in land, sea, or air transportable packages. CAC2S will enable the ACE to fully integrate into Joint and MAGTF operations, in both current and emerging 21st Century operational environments. CAC2S employs a revolutionary acquisition strategy that takes Technical Readiness Level (TRL) 8 or higher components and integrates them into a state of art, functional system that is modular, agile and scalable. This ensures a technically relevant, reliable system delivered on time with reduced Life Cycle Costs (LCC). Phase 1 focused on enhancing the capabilities of the Tactical Air Command Center (TACC) and the Direct Air Support Center (DASC). Phase 2 addresses the requirements of the Tactical Air Operations Center (TAOC). The TAOC is the MACCS's principal air defense agency that conducts airspace control and management. Through radar inputs from its organic sensors and data link information from other military radar units (MRU), the TAOC provides real-time surveillance of assigned airspace in addition to air direction, positive aircraft control, and navigational assistance to friendly aircraft. Its primary function, to conduct and coordinate anti-air warfare (AAW), is accomplished through the direction, coordination and employment of various air defense weapons systems which include interceptor aircraft and ground-based air defense (GBAD) weapons.

2.1 Scope

This Statement of Work defines the task scope required by the Contractor to integrate the necessary technologies for Phase 2, to create the Sensor Data Subsystem (SDS) and produce a full CAC2S Increment One capability for the CAC2S. The Contractor will leverage Phase 1 work to the maximum extent possible while providing the smallest Processing and Display Subsystem (PDS)/SDS transportability footprint possible. The core tasks include:

- Integrate TRL 8 or higher components to demonstrate a CAC2S Increment I Phase 2 prototype and the potential of the prototype to meet Increment I requirements, which integrate/interface with and leverage the PDS Phase 1 baseline to the maximum extent possible
- Provide an analysis and rationale of the architecture to include the identification of replaced or modified Phase 1 PDS software/components, proposed new software/components and allocation of functionality to meet full CAC2S Increment I capability
- Provide an analysis to physically integrate the PDS/SDS into a single transportability platform to meet CAC2S Increment I modularity and transportability requirements in Contractor format to include detail technical drawings

3.0 Requirements

The Contractor shall perform all tasks required and delineated in this SOW to provide an Increment I Phase 2 prototype demonstration, provide an analysis of the Phase 2 PDS/SDS software/component architecture, and provide an analysis to physically integrate the PDS/SDS into a single transportability platform.

3.1 Program Management

The Contractor shall appoint a Program Manager (PM) for this effort. The PM shall have authority over all contractor and subcontractor activities. He shall be the primary point of contact for all technical and program-related communications between the Contractor and the Government. The PM shall allocate budget along with schedule, technical and other programmatic requirements to be managed and executed under this contract.

3.1.1 Monthly Progress Reports

The Contractor shall submit Monthly Progress Reports that will include any Receipt of Government Material per CDRL data item CB06 that has been received on the contract. These will include an update of on-going risk management activities, changes to schedule, and progress on action items. This report is due electronically on the 10th day of each month beginning 30 days after contract award as per CDRL data item CB01.

3.1.2 Integrated Management Plan/Integrated Master Schedule

The Contractor shall develop an Integrated Management Plan (IMP) and Integrated Master Schedule (IMS) which provide an assessment of the Contractor's progress against work plans,

assessment of technical performance, support of system configuration management processes, and visibility of task and schedule progress. The Contractor shall submit monthly updates electronically to the IMS no later than the 10th day of each month beginning 30 days after contract award as per CDRL data item CB02.

3.1.3 Interim Program Reviews

The Contractor shall conduct two Interim Program Reviews (IPR's). The Contractor shall be prepared to conduct the initial IPR within 1.5 months after contract award. Purpose of the Initial IPR is to update the CAC2S Program Office on the CPD and SSS requirements that will be demonstrated as part of the Phase 2 prototype. The Contractor will brief its plan for integration activities at the CAC2S System Integration Lab (SIL) located at NSWC Dahlgren. The Contractor will also brief its plan for ensuring a successful demonstration at MCTSSA. The Contractor shall also provide initial status on the development of the PDS/SDS Single Transportability Platform and Software/Component Architecture Analyses.

The Contractor shall conduct a second IPR within seven months after contract award to provide evidence the Contractor will be ready to integrate their prototype at the MCTSSA CAC2S System Test and Integration Lab (STIL) in preparation for the Phase 2 demonstration and an update on the status on the development of the PDS/SDS Single Transportability Platform and the Software/Component Architecture Analyses.

The agenda for these IPR's shall be submitted electronically by the Contractor 10 days prior to the actual review dates as per CDRL data item CB03. The Technical Briefing Materials shall be submitted electronically by the Contractor five days prior to the review dates as per CDRL data item CB05. Meeting minutes of the IPR's shall be submitted electronically by the Contractor 10 days after the review dates as per CDRL CB04. Any Request for Information Responses as per CDRL CB07 shall be documented in the meeting minutes by the Contractor with an agreed to delivery date.

3.1.4 Demonstration Readiness Review

The Contractor shall conduct a DRR within nine months after contract award to provide evidence that the Contractor is ready to conduct the Phase 2 Demonstration. This DRR will be conducted upon the completion of the prototype integration in the MCTSSA CAC2S STIL and prior to conducting the Demonstration.

The agenda for the DRR shall be submitted electronically 10 days prior to the actual review date as per CDRL data item CB03. The Technical Briefing Materials shall be submitted electronically by the Contractor five days prior to the review date as per CDRL data item CB05. The meeting minutes of the DRR shall be submitted electronically 10 days after the review date as per CDRL CB04. Any Request for Information Responses as per CDRL CB07 shall be documented in the meeting minutes by the Contractor with an agreed to delivery date.

3.1.4.1 Demonstration Objectives

The Contractor shall integrate TRL 8 or higher components to demonstrate a CAC2S Increment I Phase 2 prototype and show the potential of their prototype to achieve Increment I requirements at the MCTSSA STIL. The Contractor shall demonstrate a Phase 2 prototype that provides sufficient track sources and system track management functionality that will support assessment of multi-source integration capability and the potential of achieving full Increment I

requirements. The Contractor shall provide Data Recording, Extraction, Reduction (DX/DR) capabilities to record and extract the Phase 2 prototype internal system track data (i.e., data needed to reconstruct the fused, local and remote, track picture) in a standard format (JITC-JIEO TDL Data Extraction and Reduction Guide (DERG)) or in any machine readable format along with the associated field definitions documentation. The Contractor shall provide the DERG format as per CDRL CA04 prior to the demonstration. The provided recorded DX/DR will be used to verify capabilities of the Phase 2 prototype internal system and shall be used to develop the Government assessment of the Phase 2 Demonstration. The Contractor's Phase 2 prototype shall be demonstrated using the Contractor's operators/technicians and evaluated against Government developed scenarios to stress the inherent CAC2S Increment I Phase 2 capabilities. The Contractor shall provide a Defense Information Systems Agency (DISA) Gold Disk Scan and an Eye Retina Scan results and mitigation report as per CDRL CA03 prior to any installation of Phase 2 prototype software/component at the Dahlgren CAC2S SIL and the MCTSSA CAC2S STIL. The Contractor will perform these Scans using the latest approved version 2 weeks prior to arriving at Dahlgren CAC2S SIL and the MCTSSA CAC2S STIL. Any deficiencies or vulnerabilities noted that will prevent the integration/demonstration of the Phase 2 Prototype shall be corrected by the Contractor prior to the integration/demonstration event.

The Contractor shall demonstrate the following capabilities at the MCTSSA CAC2S STIL:

- Multi-source integration of real-time, near-real and non-real time tracks/data, measured against the classified CPD Annex in building a Situational Awareness (SA) picture. The following external interfaces will be available:
 - TPS-59 Tracks/IFF (Attachment 7)
 - TPS-63 Tracks/IFF (Attachment 7)
 - CTN Local/Remote Track (Attachment 8)
 - Multi-Functional Information Distribution System (MIDS) Link 16 tracks and Command and Control functions (Attachment 9)
 - Tactical Data Link (TDL) A Link 11 tracks and Command and Control functions (Attachment 10)
 - Tactical Data Link (TDL) B Link 11 tracks and Command and Control functions (Attachment 10)
 - Joint Range Extension Application Protocols (JREAP) A/B/C (Attachment 9 and 11)
 - AFATDS/GCCS Tracks/data via IOS V1 (Attachment 5 and 12)
 - TBMCS (e.g., ATO, ACO, etc.) (Attachment 13)
- System Track Management functionality at various track loading to include (Attachment 14 and 15):
 - Track number assignment, processing and management
 - Correlation and association capability
 - Identification (ID) of tracks and ID conflict resolution
 - Track continuity
 - Track capacities/track load
- Composite Track Network (CTN) and sensor control of the local TPS-59 sensor via CTN and utilization of CTN Combat ID doctrine results in determining the ID of local tracks

- Human Computer Interface (HCI) that meet HSI standards for display, ergonomics and ease of use (Attachment 16)
- Integration of Administrative Tools (Microsoft Office, etc.)
- Command Tool application(s) (collaborative tools, etc.)
- System Built-in Test (BIT) capability that runs at System startup and during System operations so system operators/maintainers are alerted by BIT for Lowest Replaceable Units (LRU) fault detection and isolation
- System Training capability that provides the ability to train individual operators and maintainers, as well as crews, to increase operator and maintainer proficiency. Simulated scenarios are diverse and robust to provide from simple garrison training scenarios to complex exercise training for Marine Expeditionary Force (MEF) level work-ups

3.2 PDS/SDS Preliminary Software/Component Architecture Analysis Objective

The Contractor shall provide a technical description and rationale of its PDS/SDS software/component architecture. The Analysis shall be delivered within 12 months after contract award as per CDRL CA01 in Contractor format to include:

- A preliminary software architecture identifying functional allocation between PDS/SDS, Computer Software Configuration Items (CSCI) and functional flow between the components to meet CAC2S Increment I capability. This includes the use of the MIDS, JRE, TDL A/B and CEC/CTN Single Data Processor (SDP) as the track manager for the TPS-59 and TPS-80 (GATOR)
- Provide how the proposed PDS/SDS solution emphasizes a modular and open architecture approach. This description should include the Contractor's use of standards based COTS/NDI hardware, operating systems and middleware. The Contractor shall identify any proprietary solutions associated with hardware, operating systems, middleware or any other components within the proposed solution. The Contractor shall identify all key interfaces within the solution and characterize the interfaces as being standards compliant or proprietary in nature
- A preliminary trace of the CAC2S Increment I CPD and SSS requirements to the proposed CSCIs to meet full CAC2S Increment I capability
- A preliminary security requirements traceability matrix to the Information Assurance Control Identification Document
- Identify and provide rationale/assumptions for replaced, modified or new proposed Phase 1 PDS software/components
- Provide existing documentation to include: commercial/contractor manuals, training material, etc.

3.3 PDS/SDS Single Transportability Platform Analysis

The Contractor shall provide an analysis of its solution to physically and functionally integrate the PDS/SDS into a single transportability platform to meet CAC2S Increment I modularity, scalability and transportability requirements within 12 months after contract award as per CDRL CA02. This analysis shall:

- Provide a detailed technical description to include detailed characteristic and technical drawings as well as other supporting data to document the proposed solution. This

documentation shall include dimensions (e.g., height, width, depth, weight), power requirements, physical interfaces and module/component layout

- Detail how the proposed solution meets all CAC2S Increment I SSS requirements for transportability, modularity, scalability, environment, electromagnetic, size, weight and power
- Provide a predictive analysis on the ability of the proposed solution to meet environmental CAC2S Increment I CPD and SSS requirements
- Provide a logistics support analysis and preliminary Life Cycle Cost (LCC) analysis of the proposed solution

3.4 Government-Furnished Information/Government-Furnished Equipment (GFI/GFE)

No GFI/GFE is required.

3.5 Packing and Markings

3.5.1 Preparation for Delivery

All supplies/deliverables ordered hereunder shall be prepared, packaged and marked in accordance with ASTM D3951-98 and best commercial practice to ensure safe delivery at destination and as further defined in the contract.

3.5.2 Packaging and Shipment

Items scheduled for domestic shipment for immediate use shall be preserved and packaged in accordance with the best commercial practices of ASTM D3951-98.

3.5.3 Development of Marking Requirements

Marking shall be accomplished in accordance with the latest version of MIL-STD 129, Marking for Shipment and Storage.

3.5.4 Classified Data

Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (NISPOM) DoD 5220.22M dated 28 February 2006, and when applicable, NISPOM Supplement 1 dated February 1995 and attachment herein, DD 254 – Contract Security Classification Specification.

3.5.5 Shipping Labels

Shipments will be made to locations defined in the destinations within Section F under this contract.

All supplies/deliverables ordered hereunder shall be prepared, packaged, and marked in accordance with ASTM D3951-98 and best commercial practice to ensure safe delivery at destination and as further defined in the contract.

3.6 Quality Assurance

The Contractor shall implement, document, and maintain a quality assurance system that is based on an industry-recognized quality management system, such as International Organization for Standardization (ISO) 9001:2000.

3.6.1 Inspection and Acceptance

Supplies/services will be inspected/accepted in accordance with Section E at Destination by the Government.

3.7 Configuration Management

The Contractor will establish a CM program that captures the required components and any unique configuration modifications required to establish interoperability. Contractor shall document configuration management of the prototype system demonstrated at the MCTSSA CAC2S STIL.

3.8 Facility Clearance

The Contractor shall have a Facility Clearance allowing access to and storage of SECRET information, at a minimum. Additionally, the Contractor shall have the ability to maintain a COMSEC account and be a U.S. Company, at a minimum.

3.9 Contract Data Requirements List (CDRL)

Data Item	Title of Data Item	Content	Format	When Required
CB01	Contractor's Monthly Progress Report	SOO 1.1.1	Contractor format	Monthly
CB02	Contractor's Monthly IMS Update	SOO 1.1.1	Contractor format	Monthly
CB03	Meeting Agenda (IPR #1, IPR #2, DRR)	SOO 1.1.1	Contractor format	Note 1
CB04	Meeting Minutes (IPR #1, IPR #2, DRR)	SOO 1.1.1	Contractor format	+10 days
CB05	Technical Briefing Material (IPR #1, IPR #2, DRR)	SOO 1.1.1	Contractor format	Note 2
CA01	Software/Component Architectural Analysis	SOO 1.1.3	Contractor format	Within 12 months
CA02	Single Transportability Platform Analysis	SOO 1.1.4	Contractor format	Within 12 months
CB06	Receipt of Government Material Report	SOO 1.1.1	Contractor format	Note 3
CA03	DISA Gold Disc Scan and Eye Retina Scan results and mitigations report	SOO 1.1.2	Contractor format	Note 4
CA04	DX/DR Data Definitions/Recording	SOO 1.1.2	Contractor format	Note 5
CB07	Request for Information Responses	SOO 1.1.1	Contractor	As

			format	required
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Note 1. Submit electronically 10 days prior to each IPR and/or other meetings/conferences for government review. The DRR agenda will be determined 24 hours prior to the DRR at MCTSSA with the Government Evaluation Lead.

Note 2. Submit electronically 5 days prior to each IPR. The DRR technical briefing package due at time of briefing.

Note 3. Submit electronically with the Monthly Program Progress Report.

Note 4. Submit electronically 7 days prior to any Phase 2 prototype software install for prototype integration at the Dahlgren CAC2S SIL and the demonstration at MCTSSA CAC2S STIL.

Note 5. Submit electronically and via removable media. The DX/DR field definitions are to be delivered 30 days prior to the scheduled Demo. The DX/DR recordings of the Demo will be delivered daily at the conclusion of each day's events.

Section D - Packaging and Marking

PACKAGING AND MARKING

D-1. Preparation for Delivery

All supplies/deliverables ordered hereunder shall be prepared, packaged, and marked in accordance with ASTM D3951-98 and best commercial practice to ensure safe delivery at destination and as further defined in the contract.

D-2. Packaging and Shipment.

Items scheduled for domestic shipment for immediate use shall be preserved and packaged in accordance with the best commercial practices of ASTM D3951-98.

D-3. Development of Marking Requirements

Marking shall be accomplished in accordance with the latest version of MIL-STD 129, Marking for Shipment and Storage.

D-4. Classified Data

Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (NISPOM) DoD 5220.22M dated 28 February 2006, and when applicable, NISPOM Supplement 1 dated February 1995 and attachment herein, DD 254 - Contract Security Classification Specification.

D-5. Shipping Labels

Shipments will be made to locations defined in the destinations within Section F under this contract.

Section E - Inspection and Acceptance

TECHNICAL DATA REQUIREMENTS

Technical data Requirements will be inspected and accepted by the Government as specified for each Exhibit in accordance with the applicable DD Form 1423 attached hereto. Technical Data will be inspected and accepted as indicated in Block (7) of each Exhibit as follows:

CODE	INSPECTION	ACCEPTANCE
SS	Source	Source
DD	Destination	Destination
SD	Source	Destination
LT	Letter-Transmittal Only	

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	04-FEB-2012	1	PROGRAM EXECUTIVE OFFICER, LAND SYSTEMS MR. DONALD KELLEY CAC2S 2200 LESTER STREET QUANTICO VA 22134 (703) 432-3073 FOB: Destination	M67854
0002	04-FEB-2012	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0003	04-FEB-2012	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0004	04-FEB-2012	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0005	04-FEB-2012	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 1711319M7KC 255 67854 067443 2D C2273D
 COST CODE: 1RCR1BM0171S
 AMOUNT (b) (4)
 CIN M6785411RCR1BM00001: (b) (4)
 CIN M6785411RCR1BM00002:
 CIN M6785411RCR1BM00003:
 CIN M6785411RCR1BM00004:
 CIN M6785411RCR1BM00005:

CLAUSES INCORPORATED BY FULL TEXT

MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request and Receiving Reports (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil/> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>.

The USMC WAWF-RA point of contact for this contract is Linda Ngo and can be reached on (703)784-1106 or via email at linda.ngo@usmc.mil. The alternate USMC WAWF-RA point of contact is Don Kelley and can be reached on (703)432-3073 or via email at donald.kelley@usmc.mil

The contractor is directed to use the "2-in-1" format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

DFAS-Columbus Center (M67443)
 Marine Vendor Pay
 Attn: Kansas-
 P.O. Box 369022
 Columbus, Ohio 43236-9022

E-Mail: CCO-KC-VPIS@DFAS.MIL (Vendor Pay)
 PHONE: 1-800-756-4571 #2 then #4 (MOCAS = #1 then #4)
 WAWF: <https://wawf.eb.mil/> <<https://wawf.eb.mil/>>

My Invoice: <https://myinvoice.csd.disa.mil> <<https://myinvoice.csd.disa.mil>>

Data entry information in WAWF:
Payment Office DoDAAC: M67443
Issue By DoDAAC: M67854
Admin Office DoDAAC: **M67854 Ext CAC2**
Ship To/Service Acceptor DoDAAC: M67854
Contract Number: M67854-11-C-0206

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on “ Send Additional Email Notifications” block on the page that appears. Add the primary point of contact’s email address(provided above) in the first email address block and add the alternate point of contact’s email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the POC identified in Section A of the contract.

PERFORMANCE BASED PAYMENTS

This contract is subject to the following performance based payment schedule:

CLIN 0001:

Upon successful completion of the first Interim Program Review, the contractor is authorized to submit an invoice for ten percent (10%) of the stated price for CLIN 0001.

Upon successful completion of the second Interim Program Review, the contractor is authorized to submit an invoice for forty percent (40%) of the stated price for CLIN 0001.

Upon successful completion of the Demonstration Readiness Review, the contractor is authorized to submit an invoice for twenty percent (20%) of the stated price for CLIN 0001.

Upon successful delivery and acceptance of all deliverables required under this contract, the contractor is authorized to submit an invoice for the remaining thirty percent (30%) of the stated price for CLIN 0001.

CLIN 0002:

Upon successful completion of the first Interim Program Review, the contractor is authorized to submit an invoice for twenty percent (20%) of the stated price for CLIN 0002.

Upon successful completion of the second Interim Program Review, the contractor is authorized to submit an invoice for seventy percent (70%) of the stated price for CLIN 0002.

Upon successful completion of the Demonstration Readiness Review, the contractor is authorized to submit an invoice for ten percent (10%) of the stated price for CLIN 0002.

CLIN 0003:

Upon successful completion of the Demonstration Readiness Review, the contractor is authorized to submit an invoice for twenty-five percent (25%) of the stated price for CLIN 0003.

Upon completion of the actual Demonstration required under this contract, the contractor is authorized to submit an invoice for seventy-five percent (75%) of the stated price for CLIN 0003.

CLIN 0004:

Upon successful completion of the first Interim Program Review, the contractor is authorized to submit an invoice for ten percent (10%) of the stated price for CLIN 0004.

Upon successful completion of the second Interim Program Review, the contractor is authorized to submit an invoice for twenty percent (20%) of the stated price for CLIN 0004.

Upon successful delivery and acceptance of the PDS/SDS Single Transportability Analysis, the contractor is authorized to submit an invoice for seventy percent (70%) of the stated price for CLIN 0004.

CLIN 0005:

Upon successful completion of the first Interim Program Review, the contractor is authorized to submit an invoice for ten percent (10%) of the stated price for CLIN 0005.

Upon successful completion of the second Interim Program Review, the contractor is authorized to submit an invoice for twenty percent (20%) of the stated price for CLIN 0005.

Upon successful delivery and acceptance of the PDS/SDS Architecture/Component Analysis, the contractor is authorized to submit an invoice for seventy percent (70%) of the stated price for CLIN 0005.

IN NO EVENT SHALL THE GOVERNMENT PAY INVOICES TOTALING A HIGHER AMOUNT THAN THE INDIVIDUALLY STATED PRICES FOR CLINS 0001, 0002, 0003, 0004 AND 0005, OR THE TOTAL FIRM FIXED PRICE ESTABLISHED FOR THIS CONTRACT.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

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	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-1	Approval of Contract	DEC 1989
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.209-8	Updates of Information Regarding Responsibility Matters	APR 2010
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-21 Alt I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate I	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation)	APR 2008
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	AUG 2009
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
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
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
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-17	Interest	OCT 2008
52.232-25	Prompt Payment	OCT 2008
52.232-32	Performance-Based Payments	AUG 2010
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.243-1	Changes--Fixed Price	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.244-6	Subcontracts for Commercial Items	JUN 2010
52.245-1	Government Property	JUN 2007
52.245-1 Alt I	Government Property (Jun 2007) Alternate I	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-DEC 2008 Contract-Related Felonies	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
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
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Export-Controlled Items	APR 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7000	Acquisition Streamlining	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	MAY 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(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 10 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 10 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)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/far/>
<http://farsite.hill.af.mil/farsites.html>

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT AND EXHIBITSCONTRACT DATA REQUIREMENTS LIST (CDRL)

CA01 - Software/Component Architectural Analysis
CA02 - Single Transportability Platform Analysis
CA03 - DISA Gold Disc Scan and Eye Retina Scan results and mitigations report
CA04 - DX/DR Data Definitions/Recording
CB01 - Contractor's Monthly Progress Report
CB02 - Contractor's Monthly IMS Update
CB03 - Meeting Agenda (IPR #1, IPR #2, DRR)
CB04 - Meeting Minutes (IPR #1, IPR #2, DRR)
CB05 - Technical Briefing Material (IPR #1, IPR #2, DRR)
CB06 - Receipt of Government Material Report
CB07 - Request for Information Responses

ATTACHMENT LIST

Attachment (1) Capability Production Document for Common Aviation Command and Control System (FOUO)
Attachment (2) CAC2S CPD with RCN001 (FOUO)
Attachment (3) CAC2S SSS Rev E (Distro C)
Attachment (4) CAC2S RTM (Distro D)
Attachment (5) CAC2S Phase 1 Critical Design Review Technical Data Package (TDP) (Distro D)
Attachment (6) Common Aviation Command and Control System Increment I, Phase 2 Demonstration Plan (Distro C)
Attachment (7) TAOC RADAR System Interface Specification (FOUO)
Attachment (8) IDD for the USMC AC2 and the CEC CEP (Distro F)
Attachment (9) MIL-STD-6016D Tactical Data Link (TDL) 16 Message Standard (Distro C)
Attachment (10) MIL-STD-6011D Tactical Data Link (TDL) 11/11B Message Standard (Distro C)
Attachment (11) MIL-STD-3011 Interoperability Standard for the Joint Range Extension Application Protocol (JREAP) (Distro C)
Attachment (12) OS-OTG 2007 Baseline OTH-Gold (Distro C)
Attachment (13) MIL-STD-6040 USMTF 2000 (FOUO)
Attachment (14) CAC2S CPD Annex E (Classified)
Attachment (15) SIAP Attributes (Distro A)
Attachment (16) DoD Design Criteria Standard (Human Engineering) (Distro A)
Attachment (17) Phase 1 to Phase 2 Notional Capabilities Increase (Distro C)
Attachment (18) IDD for the CEP and AN/TPS-59(V)3 (SDP Terminal) (Distro F)
Attachment (19) G/ATOR to CAC2S/CTN IDD (Distro F)
Attachment (20) MIDS LVT(2) Link 16 Terminal (Distro A)
Attachment (21) USMC USG-4B Components Physical and Power Estimates (Distro F)
Attachment (22) Security Classification Guide (SCG) for Common Aviation Command and Control System (CAC2S) (FOUO)
Attachment (23) Common Aviation Command and Control System IA Control Implementation Determination (Distro D)
Attachment (24) Technology Readiness Level Definitions (Distro A)
Attachment (25) CAC2S Notional Program Schedule (Distro C)
Attachment (26) DD254, Contract Security Classification Specification
Attachment (27) Security Classification Guide (SCG) for Cooperative Engagement Capability (CEC) (Distro F)



GD Phase 2 CDRLs



DD 254