

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING DO-A7	PAGE OF PAGES 1 21	
2. CONTRACT (Proc. Inst. Ident.) NO. M67854-11-C-0207		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) BOEING COMPANY, THE KATHIE HAGEN 5301 BOLSA AVE HUNTINGTON BEACH CA 92647-2048				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 94756		FACILITY CODE					
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			CODE M67443	
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						\$4,985,448.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	15 - 19
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 - 8	X	J	LIST OF ATTACHMENTS	20 - 21
X	D	PACKAGING AND MARKING	9	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	10		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	11		L	INSTRS. CONDS. AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	12 - 14		M	EVALUATION FACTORS FOR AWARD	
	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)				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>		20C. DATE SIGNED 03-Feb-2011	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

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: M6785410RCR0DD4	1	Each	(b) (4)	(b) (4)
				NET AMT	(b) (4)
ACRN AA CIN: M6785410RCR0DD4001					(b) (4)

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: M6785410RCR0DD4	1	Each	(b) (4)	(b) (4)
				NET AMT	(b) (4)
ACRN AA CIN: M6785410RCR0DD4002					(b) (4)

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: M6785410RCR0DD4	1	Each	(b) (4)	(b) (4)
				NET AMT	(b) (4)
				ACRN AA CIN: M6785410RCR0DD4003	(b) (4)

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: M6785410RCR0DD4	1	Each	(b) (4)	(b) (4)
				NET AMT	(b) (4)
				ACRN AA CIN: M6785410RCR0DD4004	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	PDS/SDS Architecture/Component Analysis FFP	1	Each	(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: M6785410RCR0DD4

NET AMT (b) (4)

ACRN AA (b) (4)
 CIN: M6785410RCR0DD4005

Section C - Descriptions and Specifications

DESCRIPTION AND SPECIFICATIONS**SECTION B. STATEMENT OF WORK****B1. SCOPE**

This Statement of Work (SOW) describes the specific tasks, activities, and deliverables that The Boeing Company (Contractor) shall provide to satisfy the requirements of this contract. The period of performance extends one year from contract award.

B2. PROGRAM AND CONTRACT OBJECTIVE

The objective of the CAC2S program is to enable effective Command and Control (C2) of all aviation assets in support of the Marine Air-Ground Task Force (MAGTF). The CAC2S Program Management Office (PMO) has divided the acquisition of this program into two phases, and solicitation M67854-10-R-0203 is part of a risk-reduction effort for Phase 2.

The final objective of CAC2S Phase 2 is the integration of the Sensor/Data Subsystem (SDS) with the Phase 1 Processor Display Subsystem (PDS) and Phase 1 Communication Subsystem (CS), thereby fully meeting CAC2S Increment I requirements as specified in the CAC2S Increment I Capability Production Document (CPD). The objective of this risk-reduction contract (Contract) is to evaluate the potential of various CAC2S Increment I Phase 2 prototypes to fully meet Increment I requirements. This SOW reflects Contractor's requirements to demonstrate its prototype under this contract.

Contractor shall demonstrate its Marine Air Command and Control System (MAC2S) as the CAC2S Increment I Phase 2 prototype, (b) (4)

(b) (4)

B3.STATEMENT OF WORK TASKS**B3.1 Objectives**

All tasks of this Contract are to support the Government's determination of the functionality of Contractor's Prototype. Contractor will complete a demonstration that will show which of the ultimate CAC2S CPD or SSS requirements the Prototype meets, partially meets, or does not meet (Demonstration). There is no contractual or programmatic requirement for the Prototype to actually meet any of the CPD or SSS requirements. No CAC2S hardware or software system delivery is required, deliverable items and acceptance criteria are as listed in section B.6.

B3.2 Programmatic Tasks

B3.2.1 Establish and implement a program management plan and a program organization to oversee and execute system engineering and integration activities that will successfully provide an integrated Prototype sufficient to complete the Demonstration.

B3.2.2 Provide monthly Progress Reports in Contractor format to include (1) status of the Prototype effort against the IMS (CDRL DB01); (2) a written report. (CDRL DB02); and a Receipt of Government Material Report (CDRL DB06).

B3.2.3 Respond to CAC2S Program Office Information Requests in a timely manner (CDRL DB07).

B3.2.4 Contractor shall conduct two Interim Program Reviews (IPR) and one Demonstration Readiness Review (DRR).

B3.2.4.1 Contractor shall conduct IPR 1 prior to any integration activity at the Naval Surface Warfare Center (NSWC) Dahlgren Division. IP1 will include as a minimum:

a. The CPD and Sub-System Specifications (SSS) requirements that will be demonstrated as part of the Phase 2 prototype demonstration and Contractor's approach on how it plans to demonstrate those

requirements at the Marine Corps Tactical Systems Support Activity (MCTSSA) System Test and Integration Laboratory (STIL).

- b. Contractor's Phase 2 prototype approach and schedule to integrate the prototype components within the CAC2S System Integration Lab (SIL) located at the NSWC Dahlgren (IMS status).
- c. Status of the development of the PDS/SDS Single Transportability Platform and Software/Component Architecture Analysis.

B3.2.4.2 Contractor shall conduct IPR 2 prior to the integration activity at MCTSSA CAC2S STIL. IPR 2 will include as a minimum:

- a. Evidence that the Prototype is ready for integration at the MCTSSA CAC2S STIL in preparation for the MCTSSA Demonstration, and
- b. Status of the development of the PDS/SDS Single Transportability Platform and Software/Component Architecture Analysis.

B3.2.4.3 Contractor shall conduct a DRR after the Phase 2 prototype integration at the MCTSSA CAC2S STIL is complete and shall provide evidence that the Prototype is ready to be demonstrated.

B3.2.4.4 The IPR and DRR documentation will be in Contractor format and shall include

- a. Meeting Agenda (CDRL DB03).
- b. Meeting Minutes (CDRL DB04).
- c. Technical Briefing Material (CDRL DB05).

B3.3 Integration and Demonstration Tasks

B3.3.1 Engineer and integrate Prototype components with Phase 1 components and external systems to support the demonstration of its MAC2S prototype in accordance with Attachment 25, Integrated Master Schedule (IMS.)

B3.3.2 Contractor shall provide Data Recording, Extraction, and Reduction (DX/DR) capabilities to record and extract the Phase 2 prototype internal system track data (i.e., the data needed to reconstruct the fused, local and remote, track picture) in a standard format or in any machine-readable format along with the associated field definitions documentation to be used for Government analysis of the MAC2S Demonstration (CDRL DA04).

B3.3.3 Conduct a site visit at the Dahlgren SIL to view the environment, understand SIL capabilities, align expectations, and tailor processes for integration activities.

B3.3.4 Conduct a site visit at the MCTSSA to view the environment, ask on-site questions, and discuss with the Government team issues or complications that may affect prototype integration.

B3.3.5 Contractor shall conduct DISA Gold Disk Scan and Eye Retina Scan (CDRL DA03) before each integration activity at Dahlgren and MCTSSA laboratories and provide a report. Contractor shall rectify any deficiencies or vulnerabilities noted that will prevent the integration and demonstration of the Phase 2 prototype before the integration/demonstration event.

B3.3.6 Conduct a maximum 20-working-day System Development and Integration (SD&I) effort within the NSWC Dahlgren's CAC2S SIL.

B3.3.7 Conduct a maximum 20-working-day integration and demonstration effort at the MCTSSA CAC2S SIL using Contractor operators and Government-developed scenarios.

B3.3.8 Demonstrate the ability to provide sufficient track sources and system track management functionality to support assessment of multi-source integration capability.

B3.3.9 Operators/technicians from Contractor and its subcontractors shall demonstrate its Prototype against Government developed scenarios. Contractor and subcontractors will also bring scenarios for demonstrating Tier 4 functionality.

B3.4 PDS/SDS Single Transportability Platform Analysis Tasks

Contractor shall perform an engineering analysis and report of the proposed solution to physically and functionally integrate the PDS/SDS into a single transportability platform to meet CAC2S Increment I modularity, scalability, and transportability requirements. The analysis will be provided in contractor format (CDRL DA02) and performed in accordance with Attachment 25, Integrated Master Schedule (IMS). Objectives of the analysis and report are:

B3.4.1 A platform analysis of the proposed solution and a detailed technical description to include detailed characteristic and technical drawings as well as other supporting data to document the proposed solution. Analysis and report to include dimensions (e.g., height, width, depth, and weight), power requirements, physical interfaces, module and component layout (e.g., TRL 8 components and Government-furnished Equipment [GFE]) and describe how the platform will be integrated either on a High-Mobility Multipurpose Wheeled Vehicle (HMMWV) or within a trailer.

B3.4.2 Analysis of the proposed solution to the CAC2S Increment I SSS requirements for transportability, modularity, scalability, environmental, electromagnetic, size, weight, and power.

B3.4.3 Predictive analysis of the ability of the solution to meet environmental CAC2S Increment I CPD and SSS requirements.

B3.4.4 Logistics support analysis and preliminary life-cycle cost analysis of the proposed solution.

B3.5 PDS/SDS Preliminary Software/Component Architecture Analysis Tasks

Contractor shall perform an engineering analysis and provide the technical description of and rationale for the proposed PDS/SDS software/component architecture (CDRL DA01). The analysis and description will be in Contractor format and shall be performed in accordance with Attachment 25, Integrated Master Schedule (IMS). Objectives and requirements of the analysis and report include:

B3.5.1 A preliminary software architecture identifying the functional allocation between the PDS/SDS software components and the functional flow between the components to meet CAC2S Increment I capability, including the use of the Multifunction Information Distribution System (MIDS), Joint Range Extension Gateway (JRE), Tactical Data Link (TDL) A/B, and Cooperative Engagement Capability/Composite Track Network (CEC/CTN) Single Data Processor (SDP) as the track manager for the AN/TPS-59 and AN/TPS-80 Ground/Air Task-Oriented Radar (G/ATOR).

B3.5.2 Description of how the proposed PDS/SDS solution emphasizes a modular and open-architecture approach and the use of standards-based Commercial-off-the-Shelf/Non-Development Item (COTS/NDI) hardware, operating systems, and middleware.

B3.5.2.1 The analysis shall identify any proprietary solutions associated with hardware, operating systems, middleware, or other components within the proposed solution.

B3.5.2.2 All key interfaces shall be identified within the solution and all interfaces characterized as standards-compliant or proprietary in nature.

B3.5.3 Report of a preliminary trace analysis of the CAC2S Increment I CPD and SSS requirements to the proposed Computer Software Configuration Items (CSCI) to meet full CAC2S Increment I capability.

B3.5.4 Report of a preliminary trace analysis and a traceability matrix relating the proposed software components to security requirements outlined in the Information Assurance Control Identification Document.

B3.5.5 Report of an analysis of proposed replaced, modified, or new Phase 1 PDS software/components, including identification of the rationale and assumptions for replaced, modified, or new proposed Phase 1 PDS software/components.

B3.5.6 Organize and provide existing relevant documentation material to include commercial/contractor manuals, training material, and other like documentation.

B4 PACKAGING AND SHIPMENT

Contractor shall prepare, package, and mark all deliverables as specified in Section D of Solicitation M67854-10-R-0203, Packaging and Marking (CDRLs DA01, DA02, DA03, DA04, DB01, DB02, DB03, DB04, DB05, DB06, and DB07).

B5 PLACE OF PERFORMANCE

All work described in this SOW shall be performed at Contractor and its Subcontractor's facilities with the exception of the DRR, Integration, and Demonstration activities referenced in section B.3.3.7 of this SOW, which shall take place at Government laboratory facilities, to be provided in accordance with the CAC2S Increment 1, Phase 2 Demonstration Plan.

B6 CLIN ACCEPTANCE CRITERIA

The following describes the criteria that must be accomplished to fully satisfy the requirements of the following Contract Line Item Numbers (CLIN):

CLIN 1: CAC2S Phase 2 Program Management

Physical completion of IPR 1 and 2 and delivery of the required documentation in accordance with B.2.3.4.

Physical completion of the DRR and delivery of the required documentation in accordance with B.2.3.4, showing evidence that the Prototype is ready to be demonstrated.

Physical completion of the Demonstration.

Delivery of all required monthly status reports in accordance with B3.2.2.

Delivery of the Analysis Task Reports in accordance with B3.4 and B3.5.

CLIN 2: CAC2S Phase 2 Integration

Physical completion of the DRR in accordance with B3.2.3 and delivery of the required documentation in accordance with B.2.3.4, showing evidence that the Prototype is ready to be demonstrated.

CLIN 3: CAC2S Phase 2 Demonstration

Physical completion of the Demonstration in accordance with B3.3.9, and the Demonstration Objectives in accordance with B3.1 and B3.3.

CLIN 4: PDS/SDS Single Transportability Platform Analysis

Report delivered that addresses each of the objectives of B3.4

CLIN 5: PDS/SDS Preliminary Software/Component Architecture Analysis

Report delivered that addresses each of the objectives of B3.5 and the requirements of B3.5.2.1 and B3.5.2.2

B7 GOVERNMENT FURNISHED FACILITIES

The Government CAC2S Program Office shall provide access and facilities to allow the Contractor to meet these Statement of Work objectives and requirements and perform the Demonstration in accordance with the CAC2S Increment 1, Phase 2 Demonstration Plan.

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: 1701319M7KC 255 67854 067443 2D C2273D

COST CODE: 0RCR0DD4171S

AMOUNT (b) (4)

CIN M6785410RCR0DD4001: (b) (4)

CIN M6785410RCR0DD4002: (b) (4)

CIN M6785410RCR0DD4003: (b) (4)

CIN M6785410RCR0DD4004: (b) (4)

CIN M6785410RCR0DD4005 (b) (4)

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 (M67443)
Marine Corps Vendor Pay
Attn-Kansas
P.O. Box 369022
Columbus, Ohio 43218-9022

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-0207

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- Contract-Related Felonies	DEC 2008
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)

DA01 - Software/Component Architectural Analysis
DA02 - Single Transportability Platform Analysis
DA03 - DISA Gold Disc Scan and Eye Retina Scan results and mitigations report
DA04 - DX/DR Data Definitions/Recording
DB01 - Contractor's Monthly Progress Report
DB02 - Contractor's Monthly IMS Update
DB03 - Meeting Agenda (IPR#1, IPR #2, DRR)
DB04 - Meeting Minutes (IPR #1, IPR #2, DRR)
DB05 - Technical Briefing Material (IPR #1, IPR #2, DRR)
DB06 - Receipt of Government Material Report
DB07 - 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) Phase1 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)



Boeing Phase 2
CDRLs



DD 254 Boeing
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