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| | PIIN/SIIN W56HZV-13-D-0066 MOD/AMD P00003 | |

Name of Offeror or Contractor: AGILE COMMUNICATIONS INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: DAVID PATTI
 Buyer Office Symbol/Telephone Number: CCTA-ASG-A/(586)282-9748
 Type of Contract: Firm Fixed Price
 Kind of Contract: Research and Development Contracts
 Type of Business: Other Small Business Performing in U.S.
 Surveillance Criticality Designator: C
 Contract Expiration Date: 2016MAR31

*** End of Narrative A0000 ***

Contract Number: W56HZV-13-D-0066
 Modification: P00003

Previous Contract Amount: \$400,000.00
Amount of this Action: \$ 0.00
 Total Contract Amount \$400,000.00

1. The purpose of bilateral Modification P00003 to the referenced contract is to change the Department of Defense Activity Address Code (DoDAAC) as follows:

a. Section C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

i. Paragraph C.5.2 is updated to change the DoDAAC code from W56GNP to W56TRU.

b. Section F, DELIVERIES OR PERFORMANCE

i. Paragraph F.3 is updated to change the Ship to address DoDAAC code from W56GNP to W56TRU.

c. Section G, CONTRACT ADMINISTRATION DATA

i. Clause 252.232-7006, WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS, paragraph (f)(3), has been updated to change the Inspect by DoDAAC and Ship to from W56GNP to W56TRU.

2. As a result of this action, the price has neither increased nor decreased.

3. Except as stated herein, all other terms and conditions of the contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A0005 ***

Name of Offeror or Contractor: AGILE COMMUNICATIONS INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1.0 SCOPE Vehicle Tactical Router

C.1.1 This Statement Of Work (SOW) is for the use of and support of the Vehicle Tactical Router (VTR) during Phases III, IV, V, and VI of the Network Integration Evaluation (NIE), as described in section 1.2. The contractor shall provide all personnel, equipment, supplies and materials needed to accomplish the work under this SOW. The Army will provide or make available the appropriate documents, publications, correspondence and/or points of contact necessary for the contractor to execute this contract, as applicable. All Government furnished documents, publications and Government furnished equipment shall be returned to the Contracting Officers Representative (COR) at the final completion of this scope. Government furnished material will be provided when deemed necessary by the Army. From here forward the Vehicle Tactical Router will be identified as the product or VTR.

C.1.2 The SOW describes the effort to be performed by the contractor in support of the Directorate, System of Systems Integration (D SoSI). The contractor shall provide its system/solution, vehicle mounted router bridging two networks, at the platoon level and interfacing with the vehicle LAN, and non-personal engineering/field service support for the NIE. The purpose of the NIE is to assess candidate products as viable solutions to an identified Army gap. NIE is an Army hosted six week event conducted twice a year. NIE employs the full brigade strength of a Brigade Combat Team (BCT) at Fort Bliss, Texas (FBTX) and White Sands Missile Range (WSMR). The primary goal of NIE is to conduct parallel system tests of Army programs, with a secondary goal of evaluating capabilities of the current, theater provided and emerging networks. NIE assesses technically mature networked and non-networked capabilities. The NIE events include tactical exercises using current force equipment and emerging networked systems.

There are seven (7) Phases in the NIE process: (This SOW applies to 4 Phases - III, IV, V and VI)

Phase 0 Define Gaps and Near Term Requirements

Phase I Solicit Potential Solutions

Phase II Candidate Assessment

Phase III Evaluation Preparation

- Laboratory Based Risk Reduction (LBRR) for the Integrated Network will be performed during this Phase. The following will be verified during LBRR: Maturity; functional requirements; technical requirements, compatibility with system baseline; the product meets interfaces and interoperability requirements; the system meets Size, Weight, and Power (SWAP) transport requirements; the system complies with existing Common Operating Environment (COE) requirements; the product is supportable; availability; maintainability; the system is trainable; and product affordability.

Phase IV Integrated Rehearsal

- Golden Vehicle Build and Integration is a unique design required to integrate a specific C4ISR suite into a fleet of vehicles. This is the master Command & Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) design that encompasses each specific C4ISR system required and can be used as well for a sub-set of the specific C4ISR systems required. The Golden Vehicle is also the first physical integration of the unique master designs. Fleet vehicle build and integration on remaining vehicles will be completed after Golden Vehicle Build.

- New Equipment Training (NET) - The contractor shall provide trainers and training material to instruct soldiers on operations and maintenance of its product. The contractor shall conduct NET at Fort Bliss, Texas (FBTX). Validation Exercise (VALEX) validates the network device configuration and connectivity in which contractors configure its products for operation as part of the NIE network to ensure communications equipment is operational and integrated. The Government validates that the network composed of system of systems is integrated and stable. VALEX tests key functional threads and performs communication checks prior to transitioning equipment to the Brigade for operation and maintenance.

- Communications Exercise (COMDEX) and Field Exercise (FIELDEX) are when D, SoSI hands over the Network to the Brigade to carry mission threads and evaluations of the network in relevant environment at WSMR to validate new capabilities. A trial run is conducted, prior to the event itself, to verify connectivity of the equipment which will be used during the exercise. Offeror shall be required to provide engineering/field services.

Phase V Integrated Evaluation

- Pilot and Exercise. The integration team with Army Test and Evaluation Command (ATEC) validates and performs the test procedures, test data collection, and data reduction procedures for the evaluation of the network systems in a relevant environment to determine if the product delivers the gap capability.

- Note: Systems are a group of interacting, interrelated, or interdependent elements forming a complex whole.

Phase VI Network Implementation Plan

- Recovery - Upon completion of the Exercise, products are removed from their host vehicles and the vehicles are returned to their pre-NIE configuration

- There are more areas to the Network Implementation Plan; however, only Recovery applies to this acquisition.

C.2.0 APPLICABLE DOCUMENTS

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C.2.1 Department of Defense Specifications, Standards and Handbooks. The following specifications, standards, and handbooks form a part of this SOW to the extent specified herein.

| | |
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| Specification | System of Systems Integration Vehicle Tactical Router Specification, Version 18; 16 January 2013 |
| AR 25-1 | Army Knowledge Management and Information Technology, 4 December 2008 |
| AR 25-2 | Information Assurance , Rapid Action Revision (RAR) Issue, 23 March 2009 |
| DA PAM 350-40 | Army Modernization Training Plans for New and Displaced Equipment, 17 August 1989 |
| MIL-HDBK-217F2 | Reliability Prediction of Electronic Equipment, 28 February 1995 |
| MIL-HDBK-344A | Environmental Stress Screening (ESS) of Electronic Equipment, 16 August 1993 |
| MIL-HDBK-454B | Guidelines for Electronic Equipment, 15 April 2007 |
| MIL-HDBK-1222D | Guide to the General Style and Format of U.S. Army Work Package Technical Manuals, 21 July 2010 |
| MIL-STD-130N | Identification Marking of U.S. Military Property, 17 December 2007 |
| MIL-STD-461E | Department of Defense Interface Standard: Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment, 20 August 1999 |
| MIL-STD-464B | Department of Defense Interface Standard: Electromagnetic Environmental Effects, Requirements for Systems, 30 November 2010 |
| MIL-STD-810G | Environmental Engineering Considerations and Laboratory Tests, 31 October 2008 |
| MIL-STD-1275D | Department of Defense Interface Standard: Characteristics of 28 Volt DC Electrical Systems in Military Vehicles, 29 August 2006 |
| MIL-STD-1472F | Department of Defense Design Criteria Standard: Human Engineering, 23 August 1999 |
| MIL-STD-2169B | Department of Defense Interface Standard: High Altitude Electromagnetic Pulse (HEMP) Environment, 19 January 2012 |
| MIL-STD-40051-2 | Preparation of Digital Technical Information for Page-Based Technical Manuals (TMs), 15 October 2004 |

C.2.2 Other Government Documents

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| | <u>Clean Air Act (CAA) Amendment Title VI, Section 602, Listing of Class I and Class II substances, Amended 1990</u> |
| 29 CFR 1910 | Title 29, Code of Federal Regulations (CFR) Part 1910, Permissible Exposure Limits |
| 47 CFR 15 | Title 47, Code of Federal Regulations (CFR) Part 15, |
| DoD 5220.22-M | Defense Security Service (DSS) Clearing and Sanitization Matrix, 28 June 2007 |
| DODI 8520.2 | Department of Defense Public Key Infrastructure (PKI) and Public Key (PK) Enabling, 24 May 2011 |
| FIPS PUB 196 | Federal Information Processing Standards (FIPS) Publication (PUB) 196, Entity Authentication Using Public Key Cryptography, 18 February 1997 |
| FIPS PUB 197 | Federal Information Processing Standards (FIPS) Publication (PUB) 197 Advanced Encryption Standard (AES), 26 November 2001 |
| X.509 | Certificates and Certificate Revocation Lists (CRLs), 1 May 2001 |

C.2.3 Non Government Documents Commercial Standards.

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|-------------------|--|
| | American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Values (TLV) |
| ANSI Z535.4 | American National Standards Institute for Product Safety Signs and Labels |
| IEEE 802.1P | LAN Layer 2 QoS/CoS Protocol for Traffic Prioritization |
| IEEE 802.1Q | 2005 Virtual Bridge local Area Networks |
| IEEE 802.1x | Port Based Authentication Concepts |
| IEEE 802.3 | 1998 Local Area Network (LAN) protocols |
| IEEE 802.3 | 2002 Local Area Network (LAN) protocols |
| ISO/IEC 8877:1992 | International Standards Organization - Information Technology Telecommunications and Information Exchange Between Systems |
| | Microsoft's Protected Extensible Authentication Protocol (PEAP), version 0 (Implementation in Windows XP SP1) |
| NFPA 70-2005 | National Fire Protection Association (NFPA) National Electrical Code |
| OSPFv3 | Open Shortest Path First (OSPF) - Support of Address Families |
| PKCS 12 | RSA Laboratories Public Key Cryptography Standard (PKCS) 12, Personal Information Exchange Syntax Standard, version 1.0 (Draft), 30 April 1997 |
| UL 60950 | Underwriters Laboratories (UL) Safety of Information Technology Equipment |

C.3.0 REQUIREMENTS

The contractor shall provide seven (7) vehicle mountable tactical routers for evaluation during LBRR and the NIE 14.1. The contractor shall provide all ancillary equipment required to mount and operate the tactical routers, e.g.: cables, connectors, power supply and mounts. The contractor shall provide product field support for the tactical router's inclusion in NIE 14.1, Agile Phases III, IV, V and VI (as described in 1.2). The contractor shall provide product field support to install/integrate into the NIE lab and the NIE architecture and SoSI identified vehicle platforms, configure software to operate within the NIE architecture, test configured equipment to ensure operational integrity, and train users and administrators on the Vehicle Tactical Router (VTR). The Vehicle Tactical Router Specification defines the minimum required performance capabilities. The contractor shall provide field support for network and thread

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integration during the LBRR (Phase III) which is conducted at Aberdeen Proving Ground (APG), MD, and for the Design & Engineering, Golden Vehicle Build, NET, VALEX, COMDEX, FIELDEX, NIE, and Recovery segments (Phases IV, V and VI) conducted at the Ft Bliss, TX (FBTX)/White Sands Missile Range (WSMR), NM complex.

Phase III Evaluation Preparation

C.3.1 Pursuant to Section H.2, Loan of Product for NIE 14.1, the contractor shall provide 2 VTR sets and one spare to APG, MD, in accordance with Sections D and F of the contract, for LBRR lab integration. The contractor shall provide initial network integration of its tactical routers, validate operational integrity, and troubleshoot any operational issues, as required. A location will be designated for each contractor to use as a base of operation during this time. The contractor will be able to store any parts, tools or additional equipment.

C.3.2 Pursuant to Section H.2, Loan of Product for NIE 14.1, the contractor shall provide three* Tactical Router sets with one spare to FBTX as set forth in Sections D and F.

(*Revised by Modification PT0001)

Acceptance Criteria Contractor scheduled payment, in the amount of \$25,000, will be issued upon delivery of total VTRs to APG, MD and FBTX as required in accordance with sections 3.1 and 3.2 of the SoW.

C.3.3 LBRR* - The contractor shall provide remote, on-call FSR support in accordance with the schedule in F.3 for LBRR lab integration. The total hours are not expected to exceed 300 hours. In addition the contractor shall provide up to two FSRs for on-site troubleshooting. These FSR shall report to APG, MD within 48 hours of notice from the COR. When notified of the need for on-site support, the contractor shall provide technical support to the Government in the physical installation of its equipment. As part of the technical support provided, the contractor shall advise the Government on its product interface requirements. Additionally, the contractor shall configure its product to integrate with the lab network. The contractor shall also troubleshoot any anomalies in its product performance and adjust configuration. The contractor shall troubleshoot overall network issues, and resolve problem through adjustment of its product configuration. The contractor shall provide technical support to Government lab technicians regarding product set-up, operation, and maintenance.

(*Revised by Modification PT0001)

Phase IV Integrated Rehearsal

C.3.4 Golden Vehicle Design - The contractor shall provide two FSRs, on-site at FBTX, one shift, 40 hour work weeks, for technical and integration services for Government development of the Golden Vehicle design(s). The Government's Integration team will build Golden vehicles using level 2, master design drawings including networked capabilities. These drawings will be used as a model for building the fleet with different sub-sets of capabilities within the Brigade. The Government will conduct a safety release for each capability will be conducted on the Golden Vehicles.

Acceptance Criteria Contractor scheduled payment, in the amount of \$50,000, will be issued upon passing of the Golden Vehicle safety assessment as required in accordance with section 3.4 of the SoW.

C.3.5 Fleet Build - The contractor shall provide 2 FSRs, on-site at FBTX, one shift, 40 hour work weeks, to support the Fleet Build. The contractor shall advise vehicle integrators and assist with the build of the vehicle configurations that have been selected for NIE. The contractor shall configure and install its product in the fleet build-out for NIE using the Golden vehicle technical documentation and drawings. The contractor shall participate in integration checks and required adjustments to ensure its product is properly functioning. Different sub-sets/suites of network capabilities may be installed into various vehicles within the Brigade units for NIE. The Government will designate, design, and manage final vehicle fleet configuration builds.

Acceptance Criteria Contractor scheduled payment, in the amount of \$100,000, will be issued upon configuration and installation of products as required in accordance with sections 3.5 of the SoW.

C.3.6 NET - The contractor shall instruct the soldier target audience on the use of its product. NET duration should be 40 hrs or less. Training in excess of 40 hours is permissible if there are different courses aimed at different target audiences, such as a course for operator, a course for leader, a course for maintainer. Training will be conducted at Ft. Bliss. The contractor shall provide a final Training Support Package, In Accordance With (IAW) CDRL 0001. During NET, the contractor shall maintain operational performance of its products installed on vehicles, Command Post, Tacitcal Operations Center (TOC) configurations and non-network systems.

C.3.7 VALEX - The contractor shall provide one FSR on-site at FBTX, one shift, 40 hour work weeks, to support VALEX. As a member of the integration team, the contractor shall be responsible for configuring its products, troubleshooting any network connectivity issues, making necessary product configuration changes, and performing required product maintenance. The contractor shall work with the integration team to validate network connectivity. During VALEX, the NIE integration team conducts network device configuration and connectivity validation tests during which the contractor configures their devices for operation as part of the NIE network. The integration team validates an instrumented and integrated network, tracking transport and mission command data, from the platoon through

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division. VALEX includes validation of instrumentation, satellite acquisition, and configuration of routers, test-fix-test activities, and the testing of data paths through the use of approved mission threads.

Acceptance Criteria Contractor scheduled payment, in the amount of \$100,000, will be issued upon configuration and connectivity validation test of products as required in accordance with section 3.7 of the SoW.

C.3.8 COMMEX and FIELDEX - The contractor shall provide FSRs, on-site at FBTX/WSMR, to provide coverage 24/7, to support COMMEX and FIELDEX. 24/7 coverage is defined as providing physically present on-site coverage during duty hours (0700-2200) and immediate response during non-duty hours.

C.3.8.1 COMMEX - During COMMEX, Program Manager (PM) Current hands over the Network to the Brigade to conduct mission threads for the evaluation of the network and to validate new capabilities. The Brigade confirms the network preparation for combat operations and communications among its Command and Control (C2) elements. All activities are carried out by unit operators/maintainers. The contractor shall provide product troubleshooting, fixes, configuration changes, and over the shoulder training. The contractor shall have 24x7 on-site support to address any trouble tickets generated during this event.

C.3.8.2 FIELDEX - During FIELDEX, the Brigade activities move from Ft. Bliss to WSMR. Units require a week to set up network equipment at the various locations at WSMR in preparation for the NIE. The contractor shall participate in the Unit set-up of the network, troubleshoot, execute fixes when needed, and provide over-the shoulder training of its products. The contractor shall have 24x7 on-site support to address any trouble tickets generated during this event.

Phase V Integrated Evaluation

NOTE: Contractor FSR support personnel will have limited access to their product during Phase V. This equipment will be in the hands of soldiers and possibly at considerable distance over rough terrain.

C.3.9 Pilot and NIE - The contractor shall provide FSRs, on-site at FBTX/WSMR, to provide coverage 24/7 to support Pilot and NIE. 24/7 coverage is defined as providing physically present on-site coverage during duty hours (0700-2200) and immediate response during non-duty hours.

Acceptance Criteria Contractor scheduled payment, in the amount of \$100,000, will be issued upon Soldier control of equipment for operation for evaluation as required in accordance with section 3.9 of the SoW.

C.3.9.1 Pilot - During Pilot, the integration team with Army Test and Evaluation Command (ATEC) validates the test procedures, test data collection, and data reduction procedures for the evaluation of the network systems in a relevant environment to determine if the systems can succeed and for design improvement of new capability.

The contractor shall have FSR(s) available 24/7 to address maintenance issues during Pilot.

C.3.9.2 NIE - During the exercise, the Brigade and Battalion Units begin the field operation at WSMR to execute critical missions. The Network is turned over to the soldier operators for evaluation and performance verification in a tactical environment running end-to-end mission threads to determine if capability gaps have been satisfied. The contractor shall have FSR(s) available 24/7 to address maintenance issues in the Units participating in the NIE field exercise.

Phase VI - Network Implementation Plan

C.3.10 Recovery - The contractor shall provide two FSRs, on-site at FBTX/WSMR, one shift, 40 hour work weeks. Upon completion of the NIE event, the contractor shall remove its products from the Brigade vehicles to assist the integration team in returning the vehicles to their pre-NIE configuration.

Acceptance Criteria Contractor scheduled payment, in the amount of \$25,000 after contractor removal of its products from NIE Architecture as required in accordance with section 3.10 of the SoW.

C.3.11 Upon completion of Recovery, all contractor provided equipment will be returned to the contractor pursuant to Section H.2, Loan of Product for NIE 14.1.

C.3.12 Training Support Package (TSP)

The contractor shall participate in training rehearsals organized by the Government to evaluate the validity of the draft TSP (as provided in contractor proposal.) The contractor shall work with the Government Training POC to jointly review the TSP. The contractor shall incorporate any necessary changes resulting from TSP review or training rehearsal into a revised TSP prior to NIE training. The Contractor shall submit the final TSP per CDRL A001, DI-SESS-81521B Training Support Package. The contractor shall provide all necessary training materials to soldiers, as described in the training plan.

C.3.13 Ancillary Items

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The contractor shall provide any ancillary items required to configure, mount, and continuously operate the VTR during the LBRR and integration phases, training, and NIE.

C.4.0 SEPARATELY-PRICED EFFORTS

The efforts under this section are beyond the base award SOW, and may only be invoked by a specific contractual notice from the PCO requiring their performance, in the form of an option exercise, or award of a separate task order or contract/order modification, as appropriate.

C.4.1 NIE PRODUCTS: If exercised, the contractor shall deliver up to 150 additional Vehicle Tactical Routers to include ancillary items. VTRs shall be configured to the NIE Baseline.

C.4.2 NIE FSR SUPPORT: If exercised, the contractor shall provide additional FSRs during NIE.

C.4.3 PRODUCTION: Up to 1000 units may be procured against the Indefinite Delivery Indefinite Quantity line item. Range Pricing in Section B represents ceiling pricing. If exercised, the contractor shall also provide FSR support for these production units.

C.4.3.1 Production Units - If ordered, the contractor shall deliver production units.

C.4.3.2 Warranty

Unless specified otherwise in this contract, the contractors standard commercial warranty as stated in its proposal will apply to this contract. The contractor shall provide its standard commercial warranty, and shall provide to the Government all commercially available warranties offered for the product components. The contractor shall identify the equipment, manufacturer and terms of each warranty as provided with the equipment delivery. The contractor shall keep a record of all items under warranty and make the record available to the Government upon request. The warranty coverage for each VTR or item of hardware shall begin when the contractor ships the VTR or item of hardware to the Continental United States (CONUS) location specified by the Government.

C.4.4 - MANUFACTURING

C.4.4.1 FIRST ARTICLE TESTING (FAT) - (Separately Priced Item)

If the FAT option is exercised, the contractor shall prepare and deliver for Government approval a First Article Test (FAT) Plan and Procedures for the testing of the Tactical Router, NLT 30 days after task order award. Upon Government approval, the plan shall become a compliance document.

Subsequent to Government approval of the FAT Plan the contractor shall conduct component First Article Testing on the first two initial production assemblies, NLT 30 days after Government FAT Plan approval.

The FAT shall include all functional and physical inspections and tests necessary to demonstrate compliance with the applicable assembly and specification requirements and drawings. The contractor shall conduct the FAT IAW the approved First Article Qualification Test Plan and Procedures, CDRL A002, DI-NDIT-81307A. FAT failures (during testing) shall be addressed as prescribed in the approved FAT plan. Results of the FAT shall be submitted (15 days after test completion) in contractor format IAW the First Article Test/Inspection Report, CDRL A003, DI-NDIT-80909B. FAT shall be deemed successful upon written notification from the Contracting Officer. If FAT is disapproved, or if at any time during testing, due to test failures, the contractor deems it necessary to makes any changes, modifications, or repairs to the first article component sample(s), or component technical data, all changes must be approved by the Government. If the contractor wishes to use another sample (without tech data changes), root cause and corrective action, relative to the failed test sample(s) must be presented to the Government for approval before FAT testing resumes. The contractor shall be responsible for repeating any or all First Article Testing, at no additional cost to the Government.

The contractor may provide data and evidence that demonstrates that this FAT requirement has been met through equivalent inspections and tests on a hardware configuration of identical design, and using the same production process, for Government consideration. If the Government determines that the data indicates an acceptable substitution for FAT, it will consider negotiating the FAT requirement out of the scope of the contract. Also, if the contractor has been in continuous production on the contract component for a different Government contract, evidence of that current production could be used to justify a FAT waiver.

(CDRL A002, DI-NDIT-81307A - First Article Qualification Test Plan and Procedures)

(CDRL A003, DI-NDIT-80909B - First Article Test/Inspection Report)

C.4.4.2 Manufacturing and Process Changes

After FAT approval or waiver, the contractor shall notify the Government immediately regarding plans to change its manufacturing/assembly process, location, or source of supply. Requalification via FAT may be required by Government direction. All requalification test costs are the responsibility of the contractor. Product delivery will cease until requalification approval has been provided by the Government Contracting Officer.

Inspection Records: Records of all inspections and tests (in-process, component, or end item) performed by the contractor and its sub contractors, shall be stored and maintained by the contractor, and made available to the Government, at no cost, for up to three years following final payment.

Final Inspection: The contractor shall perform final inspection on product assembly utilizing the latest approved Final Inspection Record (FIR) developed by the contractor. After completion of inspection, the components will be presented to the Government for their

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acceptance inspection. Non-conformances discovered during inspection by the contractor, or during subsequent Government inspection, shall be described in writing on a deficiency data sheet attached to the final inspection document. Deficient components must be identified, marked, and physically isolated as exhibits for investigative purposes. Non-conformances shall be investigated by the contractor, including root cause/corrective action, which includes assurance that the components under investigation and those in the assembly process, in storage, and at the contractor's suppliers, be corrected, or verified to be conforming, prior to the item being presented to the Government for acceptance. Changes to the FIR must be controlled through a formal configuration management process, with Government approval. A completed FIR shall accompany each component offered to the Government for acceptance. (CDRL A004, DI-QCIC-81068 - End Item Final Inspection Report)

C.4.4.3 Environmental Stress Screening (ESS)/Highly Accelerated Stress Screening (HASS) (Separately Priced Item):

The contractor shall conduct and maintain an ESS program to ensure identification and elimination of latent defects caused from the manufacturing process. The contractor shall use MIL-HDBK-344A as a guide for planning and developing ESS. The contractor shall set ESS levels to ensure that screening identifies workmanship/manufacturing defects while not reducing the life of the product. The contractor shall assure ESS plans and procedures are developed, utilized and maintained and ESS results are documented as part of the Acceptance Data Package (ADP) ESS plan and procedures shall be made available to the Government for review NLT 30 days after option award. The contractor shall develop and implement, ESS on all electrical and electromechanical tactical hardware with emphasis on testing at the lowest level possible. HASS techniques shall be considered where applicable in order to minimize the total cost of the ESS program. ESS shall also be implemented on mission critical commercial off the shelf (COTS) hardware where no evidence of an appropriate vendor ESS has been performed. The contractor shall prepare a detailed ESS/HASS Program Plan that defines hardware indenture level of ESS, selected environmental profiles and rationale, power on/off application, and metrics to be used for evaluating ESS effectiveness. ESS shall be implemented during the build of all deliverable hardware. In addition to the program plan, the contractor shall provide a procedure and test plan written for each component that will describe the environments it will be subjected to as well as at what points in the tests the components will be tested via Special Test Equipment/fixtures. The test plan, test procedure, and the results of such testing shall be provided to the Government as defined by the ESS Program Plan activities schedule. The Government shall review and approve all ESS test procedures and test plans prior to implementation and the commencement of production. The contractor shall present its ESS program to the Government including any updates to the ESS program during the contract. (CDRL A005, DI-ENVR-81014 - ESS Procedures and Implementation Plan) (CDRL A006, DI-ENVR-81663 - ESS Report)

C.4.5 Acceptance Data Package: An Acceptance Data Package (ADP) for each contract assembly shall be presented to the Government as part of final acceptance of the product. This document in contractor format shall include data tracing materials, assembly processes, testing, anomalies, configuration, and certifications. The referenced CDRL (Exhibit B) and DID outline the specific requirements. (CDRL A010, Acceptance Data Package)

C.4.6 Manuals The contractor shall provide one (1) copy of all operating and maintenance manuals per product ordered. (CDRL A008, COTS Manual and Associated Supplemental Data)

C.4.7 Integrated Logistics Support

C.4.7.1 System Maintenance and Support Concept

The contractor shall submit a System Maintenance Concept IAW CDRL A007, DI-ILSS-81225. This document shall describe how the system will be maintained and logistically supported when it is fielded. This document shall serve as the basis for developing the systems technical publication and training support package (TSP), and shall delineate the development and validation processes of the technical publication and TSP (CDRL A001).

C.4.7.2 Technical Publication

The contractor shall develop the technical publication identified in the System Maintenance Concept (CDRL A007) IAW CDRL A008, DI-TMSS-80527C, Commercial Off-the-Shelf (COTS) Manual and Associated Supplemental Data.

C.4.7.3 New Equipment Training (NET)

The contractor shall submit input to the New Equipment Training (NET) Plan, CDRL A009, D, SoSI - PD Futures. This plan shall be consistent with the System Maintenance Concept, CDRL A007.

C.4.8 OPTION Annual Software Maintenance (Up to Two Years)

If exercised, the contractor shall provide ongoing software maintenance and future product upgrades.

C.5.0 PLACE OF PERFORMANCE AND SHIPPING

C.5.1 The contractor shall provide the products and support described to be performed at the Government facilities in CONUS, as required. Duty locations are Aberdeen Proving Ground, MD; Ft. Bliss, TX; and White Sands Missile Range, NM.

C.5.2 The equipment shall be shipped In Accordance With (IAW) Section F.

APG Lab

System of Systems Integration Directorate

Name of Offeror or Contractor: AGILE COMMUNICATIONS INC.

ATTN: William Alexander
6010 Frankford St.
Aberdeen Proving Grounds, MD 21005

Fort Bliss

System of Systems Integration Motor Pool (IMP)

Attn: Lisa A. Baird

DODAAC: W56TRU** (Remove this line if shipping via commercial carrier such as UPS, FEDEX, etc.)

Bldg. 2624 Shannon Van Valzah Road

Fort Bliss, TX 79916-5000

(**Revised by Modification P00003)

Production Products

Shipping location and address will be identified in each order issued.

C.5.3 The contractor shall use best commercial practices for Packing, Packaging and Shipping.

C.5.4 When shipping, the contractor shall ensure all equipment, packages, containers, and boxes are clearly marked with product name, and the name and mobile phone number of the Field Service Representative (FSR) on the ground at Ft. Bliss, TX and or APG, MD. The contractor's FSR will be contacted immediately upon receipt of its equipment to come into inventory and inspect the materials for condition, quantity, and completeness.

C.5.5 The contractor shall report all incremental delivery schedules within the specified delivery windows, report successful equipment delivery reports; and report changes in delivery schedules to D, SoSI.

C.6.0 SECURITY All contractor personnel must maintain a favorable background investigation before accessing any Government facilities, websites, databases and networks in accordance with Army Regulation AR 25-2 and AR 380-67. All information or data developed under this contract and task orders belong to and is the property of the U.S. Government and shall be marked and handled as For Official Use Only (FOUO). The Contractor shall not travel outside the continental U.S. with any Government equipment or information. The contractor shall not release any information or data to third parties without express written approval of the Procuring Contracting Officer. The contractor shall have access only to that Government data necessary for the accomplishment of work under this agreement. Contractors shall conform to all security requirements as specified in each task order and as detailed in the task order DD Form 254. A separate DD 254 is required for all task orders involving access to classified information. Contact your Facility Security Officer (FSO) or the D, SoSI CIO Office for assistance in initiating action to receive a security clearance. For assistance with the DD 254, contact D, SoSI CIO Office at (586) 282-9635.

C.7.0 GOVERNMENT FURNISHED PROPERTY (GFP):

C.7.1 A considerable portion of the contracted work shall be completed at Government facilities. The Government will provide access to shared resources, working space, computer network access; and peripheral equipment (such as printers); if resources are constrained this may involve time allocation among any other contractors also performing on-site. The contractor shall provide its own portable computer and cell phone.

C.7.2 The Government will provide the NIE and LBRR network architecture into which the tactical router will be inserted, and must interface. The Contractor shall report logistics problems or risks associated with GFP to the Government.

C.7.3 GSA Furnished Vehicles: Contractor personnel are authorized to utilize and drive GSA furnished vehicles at their duty site under the following conditions:

C.7.3.1 The motor vehicles are used for official purposes only and solely in the performance of the contract. The contractor's use of such vehicles shall be in compliance with FAR 52.251-2 and DFARS 252.251-7001, which are incorporated into this contract.

C.7.3.2 The motor vehicles cannot be used for transportation between residence and place of employment.

C.7.3.3 The contractor shall be financially responsible for negligent damage to a GSA Fleet vehicle. If the contractor is held responsible for damages, it will be charged all costs for removing and repairing the vehicle. If the vehicle is damaged beyond economical repair, all costs will be charged to the Contractor, including fair market value of the vehicle less any salvage value.

C.7.3.4 The contractor shall provide evidence that motor vehicle liability insurance has been obtained covering bodily injury and property damage, protecting the contractor and the Government against third-party claims arising from the ownership, maintenance, or use of an Interagency Fleet Management System Vehicle (IFMS).

C.7.3.4.1 Insurance and minimum amounts:

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C.7.3.4.1.1 Comprehensive general liability; \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.

C.7.3.4.1.2 Automotive Insurance; \$200,000 for each person and \$500,000 for each accident for bodily injury and \$20,000 per accident for property damage.

C.7.3.5 ACCIDENT REPORTING: The contractor shall maintain an accurate record of all accidents occurring during the performance of this contract resulting in damage to Government property and shall promptly report each accident to the cognizant Government Contracting Officers Representative(COR) and Procuring Contracting Officer.

C.8.0 CONTRACTING OFFICERS REPRESENTATIVE (COR)

The COR is an individual designated in accordance with DFARS 201.602-2 and is authorized in writing by the PCO to perform specific technical functions. The PCO will designate a properly trained COR at time of contract award. The COR is responsible for technical administration of the contract, including conducting contract surveillance to make sure services meet performance standards set forth in the contract. The COR is responsible for inspecting, and accepting or rejecting work performed under the contract; and reviewing, approving, and processing the contractors invoices. The contractor will receive a copy of the COR appointment letter after award that will specify the extent of the COR's authority to act on behalf of the PCO. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this contract.

C.9.0 SECTION 508 COMPLIANCE STATEMENT: All Electronic and Information Technology (EIT) procured through Performance Work Statement/Bill of Materials and any resulting contract or task order, must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended - Part 1194.

C.10.0 UNAUTHORIZED WORK: The contractor is not authorized to commence performance without a signed contract or direction by a PCO. Notwithstanding any of the other provisions of this contract, a PCO shall be the only individual on behalf of the Government to: accept nonconforming work; waive any requirement of a contract; or modify any term or condition of this contract.

C.11.0 FEDERAL HOLIDAYS

C.11.1 The following days are legally recognized holidays:

New Year's Day - 1st of January
Martin Luther King Jr.'s Birthday - 3rd Monday in January
President's Day - 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - 4th of July
Labor Day - 1st Monday in September
Columbus Day - 2nd Monday in October
Veteran's Day - 11th of November
Thanksgiving Day - 4th Thursday in November
Christmas Day - 25th of December

C.11.2 When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a legal holiday. The list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination or Collective Bargaining Agreement regarding applicable paid holidays.

C.11.3 In addition to the days designated as holidays, the Government observes the following days:

Any other day designated by Federal Statute
Any other day designated by Executive Order
Any other day designated by a Presidential Proclamation

C.11.4 It is understood and agreed between the Government and the contractor that observance of such days by Government personnel shall not be a reason for an additional period of performance or entitlement of compensation except as set forth within the contract. In the event the contractor's personnel work during a holiday or other day observed by Government employees, the contractor may reimburse them; however, no form of holiday or other premium compensation will be reimbursed by the Government, either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to a contract.

C.11.5 When the Department of Defense (DoD) grants excused absence to its employees, the contractor agrees to continue sufficient personnel to perform critical tasks already in operation or scheduled, and the contractor shall be guided by the instructions issued by the Contracting Officer or the COR.

C.11.6 If Government personnel are furloughed, the contractor shall contact the PCO or the COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected as a result of Government shutdown and/or furloughed Government employees. In the event the Government shutdown and/or furloughed Government employees impact contract price/cost, a

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negotiated settlement will be reached as deemed appropriate by the PCO. Generally, the following situations apply:

C.11.6.1 Contractor personnel who are able to continue contract performance (either on site or at a site other than their normal workstation) shall continue to work and the contract price shall not be reduced or increased.

C.11.6.2 Contractor personnel who are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

C.11.7 Nothing in this section abrogates the rights and responsibilities of the parties relating to any stop work clause or provision included in other sections.

*** END OF NARRATIVE C0001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 Ordering Period

No new task orders will be awarded after two (2) years from the date of the award of this Indefinite Delivery Indefinite Quantity (IDIQ) contract that they are issued under. However, work on individual task orders that have already been awarded may extend beyond this two (2) year period.

F.2 Data Deliverables

Data deliverables, if required, under individual, awarded task orders will be provided as specified in those task orders. This may include compliance with one or more of the Contract Data Requirements List (CDRLs) listed in Exhibit B, Section J of the IDIQ contract, or as otherwise specified in the individual, awarded task order.

Information regarding Data Deliverables is provided for pricing purposes. No deliveries are required until exercised through award of a task order specifying such delivery.

F.3 Network Integration Evaluation (NIE) 14.1 Vehicle Tactical Router (VTR) - Delivery Schedule

VTRs - Lab

3* each VTR and ancillary equipment (2 products + 1 spare)* to be delivered to the Laboratory in Aberdeen Proving Ground, MD (APG, MD), within 5 days of notification by the PCO. The PCO notification should be within 30 days after proposal submission.

(*Revised by Modification PT0001)

VTRs - Field

4* each VTR and ancillary equipment (3 products + 1 spare)* to be delivered within one week of contract/task order award to the Fort Bliss, TX (FBTX)/White Sands Missile Range (WSMR) complex.

(*Revised by Modification PT0001)

The Ship to addresses are:

(**Revised by Modification P00003)

APG Lab

System of Systems Integration Directorate

ATTN: William Alexander

6010 Frankford St

Aberdeen Proving Grounds, MD 21005

Fort Bliss

System of Systems Integration Motor Pool (IMP)

Attn: Lisa A. Baird

DODAAC: W56TRU** (Remove this line if shipping via commercial carrier such as UPS, FEDEX, etc.)

Bldg. 2624 Shannon Van Valzah Road

Fort Bliss, TX 79916-5000

(**Revised by Modification P00003)

FSR LBRR*

Period of Performance is 14 Jun 2013 through 15 Nov 2013. From 14 Jun 2013 through 15 Nov 2013, the contractor shall provide remote, on-call support and on-site support (as required) in accordance with C.3.3. Total hours for LBRR support are not expected to exceed 300 hours.

(*Revised by Modification PT0001)

FSR Golden Vehicle

Period of Performance is 1 Jul 2013 through 2 Aug 2013. The Contractor shall provide on-site support at FBTX, in accordance with C.3.4.

FSR - Fleet Build

Period of Performance is 5 Aug 2013 through 30 Aug 2013. The Contractor shall provide on-site support at FBTX in accordance with C.3.5.

FSR NET

Period of Performance is 26 Aug 2013 through 20 Sep 2013. The contractor shall conduct New Equipment Training (NET) at FBTX in accordance with C.3.6.

FSR - VALEX

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Period of Performance is 26 Aug 2013 through 20 Sep 2013. The Contractor shall provide on-site support at FBTX in accordance with C.3.7.

FSR - COMDEX and FIELDEX

Period of Performance is 20 Sep through 03 Oct 2013. The contractor shall provide on-site support at FBTX in accordance with C.3.8.

FSR - Pilot and NIE

Period of Performance is 04 Oct 2013 through 24 Nov 2013. The Contractor shall on-site support at FBTX in accordance with C.3.9.

FSR Recovery

Period of Performance is 25 Nov 2013 through 16 Dec 2013. The Contractor shall provide on-site support at FBTX in accordance with C.3.10.

SEPEARTELY PRICED EFFORTS - The efforts under Section 4.0 of the SOW are beyond the base award and first task order. Each task order will designate the delivery schedule and locations when/if a future task order is awarded.

F.4 In reference to F-8 (TACOM) Clause 52.242-4457 (Delivery Schedule for Delivery Orders) requirements for First Article Test delivery will be specified per future task orders.

*** END OF NARRATIVE F0001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---------------|------------------------|---|-------------|
| G-1 CHANGED | 252.232-7006 | WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS | MAY/2013 |

(a) Definitions. As used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice/Receiving Report

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

See Schedule

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------------|--|
| Pay Official DoDAAC | Code found in Block 12 of SF 26 (Cover Page of Contract) |
| Issue By DoDAAC | Code found in Block 5 of SF 26 |
| Admin DoDAAC | Code found in Block 6 of SF 26 |
| Inspect By DoDAAC | W56TRU** |
| Ship To Code | W56TRU** |
| Ship From Code | N/A |
| Mark For Code | N/A |
| Service Approver (DoDAAC) | Code found in Block 6 of SF 26 |
| Service Acceptor (DoDAAC) | Code found in Block 12 of SF 26 |
| Accept at Other DoDAAC | N/A |
| LPO DoDAAC | N/A |

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DCAA Auditor DoDAAC
Other DoDAAC(s)

Code found in Block 12 of SF 26
N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

- Contract Specialist email located in Block 5 of SF 26
- Contracting Officer's Representative (COR) email located in Section G
- Administrative Contracting Officer (ACO) email located in Section G

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

- Administrative Contracting Officer (ACO) email located in Section G

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

**Revised by Modification P00003

(End of clause)