

ORDER FOR SUPPLIES OR SERVICES

| | | | | |
|--|--|---|---|-----------------------------|
| 1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. DASG60-02-D-0015 | 2. DELIVERY ORDER/ CALL NO. 000431 | 3. DATE OF ORDER/CALL 2002 Apr 24 | 4. REQ./ PURCH. REQUEST NO. Y3-2-19111Y3-01 | 5. PRIORITY DX-A2 |
|--|--|---|---|-----------------------------|

| | | | |
|--|-----------------------|---|-----------------------|
| 6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801 | CODE W9113M | 7. ADMINISTERED BY DCM LOCKHEED MARTIN DELAWARE VALLEY MAIL STOP AE 2-W 1 FEDERAL STREET CAMDEN NJ 08102-1013 | CODE S3110A |
|--|-----------------------|---|-----------------------|

8. DELIVERY FOB

DEST
 OTHER

(See Schedule if other)

| | | | | |
|---|----------------------|----------|---|-------------------------|
| 9. CONTRACTOR L3 COMMUNICATIONS CORP L-3 SYSTEMS COMPANY 1 FEDERAL ST CAMDEN NJ 08103 | CODE 1BRA6 | FACILITY | 10. DELIVER TO FOB POINT BY (Date) SEE SCHEDULE | 11. MARK IF BUSINESS IS |
|---|----------------------|----------|---|-------------------------|

12. DISCOUNT TERMS

13. MAIL INVOICES TO THE ADDRESS IN BLOCK
See Item 15

SMALL
 SMALL DISADVANTAGED
 WOMEN-OWNED

| | | | | |
|------------------------------------|------|--|-----------------------|--|
| 14. SHIP TO SEE SCHEDULE | CODE | 15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266 | CODE HQ0337 | MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2. |
|------------------------------------|------|--|-----------------------|--|

| | | | |
|-------------------|----------------|-------------------------------------|--|
| 16. TYPE OF ORDER | DELIVERY/ CALL | <input checked="" type="checkbox"/> | This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract. |
| | PURCHASE | | Reference your quote dated _____ Furnish the following on terms specified herein. REF: _____ |

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

| | | | |
|--------------------|-----------|----------------------|------------------------|
| NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED (YYYYMMDD) |
|--------------------|-----------|----------------------|------------------------|

If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

See Schedule

| 18. ITEM NO. | 19. SCHEDULE OF SUPPLIES/ SERVICES | 20. QUANTITY ORDERED/ ACCEPTED* | 21. UNIT | 22. UNIT PRICE | 23. AMOUNT |
|--------------|------------------------------------|---------------------------------|----------|----------------|------------|
| | SEE SCHEDULE | | | | |

| | | | |
|--|--|------------------------------------|-----------------|
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | 24. UNITED STATES OF AMERICA [REDACTED] | 25. TOTAL \$7,265,822.00 | 29. DIFFERENCES |
|--|--|------------------------------------|-----------------|

| | | | | |
|---|--------------|--------------------|--------------|---------------------------------|
| 26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____ | 27. SHIP NO. | 28. DO VOUCHER NO. | 30. INITIALS | 33. AMOUNT VERIFIED CORRECT FOR |
|---|--------------|--------------------|--------------|---------------------------------|

| | | | | |
|---|--|-------------|------------------|------------------------|
| 36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ | 31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 32. PAID BY | 34. CHECK NUMBER | 35. BILL OF LADING NO. |
|---|--|-------------|------------------|------------------------|

| | | | | | |
|-----------------|-----------------|------------------------------|----------------------|---------------------|---------------------|
| 37. RECEIVED AT | 38. RECEIVED BY | 39. DATE RECEIVED (YYYYMMDD) | 40. TOTAL CONTAINERS | 41. S/R ACCOUNT NO. | 42. S/R VOUCHER NO. |
|-----------------|-----------------|------------------------------|----------------------|---------------------|---------------------|

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|------|------------|----------------|
| 0001 | SETAC - FP Labor COST | 1 | Lot | UNDEFINED | UNDEFINED |
| | Provide services outlined in the scope of work (SOW), as defined in a given task order (T/O), at the fixed prices/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH" | | | | |
| | PURCHASE REQUEST NUMBER: Y3-2-19111Y3-01 | | | | |
| | | | | MAX COST | \$6,972,704.00 |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|------|------------|------------|
| 0003 | Consultants COST | 1 | Lot | UNDEFINED | UNDEFINED |
| | Provide services outlined in the scope of work (SOW) at the cost reimbursable amounts as approved on a task-order-by-task-order basis. Total Fee, including prime and subcontractor/consultant, shall not exceed 3% of the estimated costs. This CLIN is valid during the three-year base period as well as any/all award term extensions earned by the contractor. | | | | |
| | PURCHASE REQUEST NUMBER: Y3-2-19111Y3-01 | | | | |
| | | | | MAX COST | \$0.00 |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|--------------|------|------------|------------|
| 0004 | | 1 | Lot | UNDEFINED | UNDEFINED |

Materials and STE
COST

Provide materials, special test equipment (STE), and associated services outlined in the individual task orders at the cost reimbursable amounts as approved by the T/OM and the Contracting Officer. NO FEE ON THIS CLIN. This CLIN is valid during the three-year base period as well as any/all award term extensions earned by the contractor.

PURCHASE REQUEST NUMBER: Y3-2-19111Y3-01

MAX COST \$0.00

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|--------------|------|------------|------------|
| 0005 | | 1 | Lot | UNDEFINED | UNDEFINED |

Travel
COST

Travel as directed in the individual task orders. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations and the DCAA-approved Company-Implemented Policy and Procedures. NO FEE ON THIS CLIN. This CLIN is valid during the three-year base period as well as any/all award term extensions earned by the contractor.

PURCHASE REQUEST NUMBER: Y3-2-19111Y3-01

MAX COST \$293,118.00

FOB: Destination

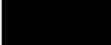
BLOCK 17/BLOCK 18 CONTINUED

| | |
|----------------------------|--------------|
| TASK ORDER FUNDS REQUIRED | \$ 7,265,822 |
| TASK ORDER FUNDS AVAILABLE | \$ 6,495,244 |
| UNFUNDED BALANCE | \$ 770,578 |

BLOCK 18 (DD1155) CONTINUED: In the performance of this Task Order (T/O), the contractor shall provide the total Direct Productive Person Hours (DPPHs), plus or minus 10 percent, as stated for fixed-price labor categories stated in Section B of the contract listed in Block 1 of the DD Form 1155. These DPPHs shall be billed

at the fixed price stated in Exhibit V of the contract. The contractor shall not exceed the DPPHs, nor the total dollars, stated for consultant below. The contractor is allowed to provide up to 10 percent less than the DPPHs stated for consultant and still expend the total dollars as stated in the T/O. Furthermore, under no circumstance shall the contractor exceed the dollars stated for Materials, Travel, or Total T/O.

LABOR CATEGORIES: Labor categories are as listed in the contract, Section B, paragraph entitled "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH"

| | DPPHs ORDERED | NTE AMOUNT |
|-------------------------|---|-------------|
| FIXED-PRICE LABOR TOTAL |  DPPHs | \$6,972,704 |
| *CONSULTANT TOTAL |  DPPHs | \$ 0 |
| T/O TOTAL LABOR |  DPPHs | \$6,972,704 |
| MATERIAL | NTE | \$ 0 |
| TRAVEL | NTE | \$ 293,118 |
| T/O TOTAL | | \$7,265,822 |

* Consultant requirements must have prior written approval of the Administrative Contracting Officer (ACO) (via subcontract consent package) before any costs are incurred under the consultant CLIN.

Section C - Descriptions and Specifications

A SOW

“Logistics Engineering/Block 04 Test Bed/Human Systems Integration/ Training/Combined Test Force/System Common Support”

1.0. General: The contractor shall assist the government with oversight and analysis of the GMD supportability program including system support planning, operational suitability assessment (OSA), logistics demonstration exercises, and logistics engineering and modernization. The contractor shall provide technical and administrative support to the Block 04 Test Bed program. The contractor shall identify logistics technical performance measures (TPMs), and shall assist with the establishment of criteria and metrics to support the evaluation of the GMD system prime contractor’s life-cycle support (LCS) capability and performance. The contractor shall provide technical support in the design, analysis, and evaluation of the GMD element components from each of the Human System Integration (HSI) domains, as applicable. The contractor shall provide logistics technical assistance to support site activation, contractor life-cycle support (LCS) definition, and manpower, personnel, and training (MPT) assessments.

1.1. Specific - In addition to the general support listed above, the contractor shall provide specific technical assistance as noted below:

1.1.1. The contractor shall support the government’s assessment of the system prime contractor Block 04 Test Bed Activation program. In addition, the contractor shall support the government with planning the Continued Development Option program. The contractor shall support the government with the development of acquisition requirement specifications to be utilized for contract award of either the Block 04 Test Bed or the Continued Development Option.

1.1.2 The contractor shall support the government in the development of documentation that facilitates execution of the GMD acquisition strategy. This support shall include participation in the Content Review Team (CRT) process and designated working groups. The contractor shall provide logistics representation and inputs to acquisition requirement packages as required, and shall support any subsequent evaluation of proposal documentation, if required. The contractor and/or subcontractor shall assist in proposal evaluation, as required, as advisors on Source Evaluation Board(s) (SSEBs) following approval required by FAR 37.203(d) and FAR 37.204. The contractor may also be required to evaluate change order proposals, which do not fall within the parameters on FAR 37.203(d) and FAR 37.204.

1.1.3 System/Component Integration Planning and Execution. The contractor shall assist the government with the integration of all component logistics and support planning into GMD system plans. This support shall include participation in and/or facilitation of IPTs and Working Groups as directed by the technical monitor, review of element logistics and support plans, and coordination of all system level plans with element product offices. The contractor shall also assist the government with execution of these plans to ensure the GMD Logistics Concepts is preserved.

The contractor shall assist the government with planning, organizing, directing, and controlling of activities necessary to execute the GMD Logistics program strategy. The contractor shall recommend program structure, program controls, resource allocation and management, and assist in preparation for the Budget Execution Review. The contractor shall support the government in development and execution of the GMD Risk Management Plan to identify, assess, and control risk including identification and analysis of risk drivers, assessing the potential program cost, schedule, and performance impacts, and recommending program risk mitigation actions.

B POP

24 Apr 02 – 23 Apr 05

C KEY PERSD DELIVERABLES

| Item/Title | CDRL# | # Copies | Delivery Date |
|-------------------------------------|-------|----------|--------------------------------|
| Task Order Management Plan | A001 | 1 * | Per CDRL |
| GMK Status Report | A002 | 1 | Monthly |
| FMER | A003 | 1 * | Per CDRL |
| GMK Database Maintenance (Accruals) | A004 | 3 ** | 10 th of Each Month |
| Trip Reports | A004 | 1 | 5 Days After Each Trip |
| GMK Special Studies | A004 | 1 | As Required |
| Final Technical Report | A005 | 1 * | 23 Apr 05 |
| Data Accession List | A007 | 1 | Per CDRL |

* Plus Electronic Version.

** One copy should be sent to the Task Order Monitor, one copy should be sent to the GMK Program Integrator Mr. Richard Thorn and one copy should be sent to Ms. Joyce Campbell. See the addresses below for Mr. Thorn and Ms. Campbell:

MAILING ADDRESS:

MDA/GMD JPO, ATTN:

MDA/GMD JPO, ATTN:

E TVL

ESTIMATED TRAVEL: The contractor has no authority to incur travel costs without explicit prior written approval (email acceptable) of the Task Order Monitor. The contractor is not authorized to travel outside the

United States without the explicit written approval (email acceptable) of the Contracting Officer. Under no circumstances shall the contractor incur travel costs in excess of the NTE amount stated herein. NTE \$165,118

F MTRL

ESTIMATED COST FOR MATERIALS AND/OR SPECIAL TEST EQUIPMENT: The contractor has no authority to incur material costs without the explicit prior written approval of the contracting officer. Prior to forwarding requests to the contracting officer, the contractor shall obtain the Task Order Monitor's concurrence. Electronic Mail (email) shall be utilized for both steps in this process. Under no circumstance shall the contractor incur materials costs in excess of the NTE amount stated herein. NTE: \$ 0

G SPEC INST

Cost data shall be segregated/reported/vouchered/paid at the ACRN level.

The "Limitation of Funds" is applicable at the ACRN level.

The effort described in the Task Order Statement of Work, which is anticipated to be performed in FY04 and FY05, is subject to the Clause at FAR 52.232-18, Availability of Funds.

The GMD task specific DD Form 254, Rev. 2, dated 06 Feb 03, is hereby incorporated (0004-08) and is applicable to this T/O only. A copy of this document may be obtained by contacting the individual identified in Block 6 of this SF30.

All of the terms and conditions of the contract listed in Block 1 above are applicable to this T/O.

All of the provisions and clauses of the contract listed in Block 1 above are applicable to this T/O.

No Government Furnished Property or Test Facilities are available for use in performance of this Task Order.

It is incumbent upon the contractor and/or subcontractor to ensure that appropriate Technical Assistance Agreements (TAAs) and/or applicable export licenses are in place before conducting any activity under the SOW which requires such approval and documentation.

H DIST

DISTRIBUTION:

INTELLIGENCE AND SECURITY DIVISION DISTRIBUTION:

[REDACTED]

The local Defense Security Service (DSS) Industrial Security Representative

TASK ORDER DISTRIBUTION:

PRIMARY TASK ORDER MONITORS (T/OM): [REDACTED]

ALTERNATE T/OM: [REDACTED]
[REDACTED]

ALTERNATE T/OM: [REDACTED]
[REDACTED]

ALTERNATE T/OM: [REDACTED]

PRIMARY/ALTERNATE TASK ORDER MONITOR'S MAILING ADDRESS: [REDACTED]
[REDACTED]

PROGRAM MANAGEMENT POC: [REDACTED]
[REDACTED]

MAILING ADDRESS OF PROGRAM MANAGEMENT POC: [REDACTED]
[REDACTED]

ALTERNATE PROGRAM MANAGEMENT POC: [REDACTED]
[REDACTED]

MAILING ADDRESS OF ALTERNATE PROGRAM MANAGEMENT POC: [REDACTED]
[REDACTED]

PROGRAM INTEGRATOR: [REDACTED]
[REDACTED]

MAILING ADDRESS OF PROGRAM INTEGRATOR: [REDACTED]
[REDACTED]

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9720400.2501 2BM-NMD1 40603882C00.19 255Y Y3-2-19111Y3 S01021 Y3-2-19111Y3/2Y3012/Y3
COST 000000000000
CODE:
AMOUNT: \$1,240,026.00

AB: 9730400.2501 3BM-NMD1 40603882C00.3012-19 255Y Y3319101Y3 S01021 Y3319101Y3/3Y3012/Y3
AMOUNT: \$1,908,639.00

AC: 9720400.2501 2BM-NMD1 40603882C00.19 255Y Y3-2-37111Y3 S01021 Y3-2-37111Y3/2Y3012/Y3
AMOUNT: \$51,622.00

AD: 9730400.2501 3BM-NMD1 40603882C00.3012-19 255Y Y3319104Y3 S01021 Y3319104Y3/3Y3012/Y3
AMOUNT: \$145,300.00

AE: 9740400.2501 4BM-NMD1 40603882C00.0808.19 255Y Y3419101Y3 S01021 Y3419101Y3/4Y3000/Y3
AMOUNT: \$1,755,288.00

AF: 9740400.2501 4BM-NMD1 40603882C00.0808.19 255Y Y3419105Y3 S01021 Y3419105Y3/4Y3000/Y3
AMOUNT: \$617,855.00

AG: 9750400.2501 5BM-NMD1 40603882C00.J0808.19 255Y Y3519105Y3 S01021 Y3519105Y3/5Y3019/Y3
AMOUNT: \$95,000.00

AH: 9750400.2501 5BM-NMD1 40603882C00.J0808.19 255Y Y3519110Y3 S01021 Y3519110Y3/5Y3019/Y3
AMOUNT: \$140,250.00

AJ: 9750400.2501 5BM-NMD1 40603882C00.J0808.19 255Y Y3519101Y3 S01021 Y3519101Y3/5Y3019/Y3
AMOUNT: \$541,264.00