ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO.	2. DELIVERY ORDER/ CALL NO.	3. DATE OF ORDER/CALL	4. REQ./ PURCH. REQUEST NO.	5. PRIORITY
DASG60-02-D-0015	000515	2002 Apr 24	Y3-2-37107Y3-01	DX-A2

6. ISSUED BY CODE W9113M
US ARMY SPACE & MISSILE DEFENSE COMMAND
[redacted]
PO BOX 1500
HUNTSVILLE AL 35807-3801

7. ADMINISTERED BY CODE S3110A
DCM LOCKHEED MARTIN DELAWARE VALLEY
MAIL STOP AE 2-W
1 FEDERAL STREET
CAMDEN NJ 08102-1013

8. DELIVERY FOB
[X] DEST
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE 1BRA6 FACILITY
L3 COMMUNICATIONS CORP
L-3 SYSTEMS COMPANY
1 FEDERAL ST
CAMDEN NJ 08103

10. DELIVER TO FOB POINT BY (Date)
SEE SCHEDULE

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISADVANTAGED
[ ] WOMEN-OWNED

12. DISCOUNT TERMS

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

14. SHIP TO CODE
SEE SCHEDULE

15. PAYMENT WILL BE MADE BY CODE HQ0337
DFAS-COLUMBUS CENTER
NORTH ENTITLEMENT OPERATIONS
PO BOX 182266
COLUMBUS OH 43218-2266

MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.

16. TYPE OF ORDER

DELIVERY/ CALL	X	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 (YYYYMMMDD)

[ ] 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]
[redacted]
CONTRACTING / ORDERING OFFICER

25. TOTAL $1,123,229.00
29. DIFFERENCES

26. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE | SIGNATURE OF AUTHORIZED GOVT. REP.

27. SHIP NO.
[ ] PARTIAL
[ ] FINAL

28. DO VOUCHER NO.

30. INITIALS

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

31. PAYMENT
[ ] COMPLETE
[ ] PARTIAL
[ ] FINAL

34. CHECK NUMBER

35. BILL OF LADING NO.

36. I certify this account is correct and proper for payment.

DATE | SIGNATURE AND TITLE OF CERTIFYING OFFICER

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMMDD)	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		1	Lot	UNDEFINED	UNDEFINED

SETAC - FP Labor

COST

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: Y3-2-37107Y3-01

MAX COST $947,229.00

FOB: Destination

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

Consultants

COST

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: Y3-2-37107Y3-01

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: Y3-2-37107Y3-01

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: Y3-2-37107Y3-01

MAX COST $176,000.00

FOB: Destination

BLOCK 17 (DD1155) CONTINUED
The following have been modified:
BLOCK 17/BLOCK 18 CONTINUED

BLOCK 17 (DD1155) CONTINUED:

TASK ORDER FUNDS REQUIRED	$1,123,229
TASK ORDER FUNDS AVAILABLE	$ 962,460
UNFUNDED BALANCE	$ 160,769

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	[redacted]	DPPHs	$947,229
*CONSULTANT TOTAL	[redacted]	DPPHs	$ 0
T/0 TOTAL LABOR	[redacted]	DPPHs	$947,229
MATERIAL		NTE	$ 0
TRAVEL		NTE	$176,000
T/O TOTAL			$1,123,229

* 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
SECTION C Descriptions and Specifications

Test Training and Exercise Capability (TTEC) Logistics Support STATEMENT OF WORK

1.0 General – The contractor shall provide technical support to all aspects of the Ground-Based Midcourse Defense (GMD) System TTEC Program. The contractor shall assist the government with oversight and assessment of the execution of the GMD TTEC program. Oversight and assessment shall be focused on cost, schedule, and performance in the areas of engineering, analysis and integration, design and development; test, deployment, and sustainment. More specifically, the contractor shall assist with the evaluation of TTEC components: National Missle Defense (NMD) Embedded System Test and Exercise Capability System (NESTEC), Stand-alone NMD Test and Exercise System (SNTES) and NMD System Trainer (NST) builds as they are developed. In addition to the general support listed above, the contractor shall provide specific technical assistance as follows:

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 assist 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.

1.2 The contractor shall assist the government with the development of documentation that facilitates execution of the GMD acquisition strategy. 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 may not assist in proposal evaluation as advisors on Source Selection Evaluation Boards (SSEBs) unless the approval and documentation required by FAR 37.203(d) and 37.204 is obtained. The contractor may evaluate change order proposals, which does not fall within the parameters of FAR 37.203(d) and 37.204.

1.3. 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 integrated product teams (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 the execution of these plans to ensure that the GMD logistics concepts are preserved.

B POP
PERIOD OF PERFORMANCE: 24 Apr 02 – 23 Apr 05

C KEY PERSONNEL
KEY PERSONNEL: [redacted]

D DELIVERABLES

DELIVERABLES:

Item/Title	CDRL#	# Copies	Delivery Date
Task Order Management Plan	A001	1 *	Per CDRL
Status Report	A002	1	Monthly
FMER	A003	1 *	Per CDRL
GMK Database Maint & Update (Accruals)	A004	3 **	10th of Each Month
Trip Report	A004	1	5 Days After 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: [redacted]
MDA/GMD JPO, ATTN: [redacted]

E TRAVEL

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 $176,000

F MATERIAL

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 SPECIAL INSTRUCTIONS

SPECIAL INSTRUCTIONS:

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. 3, dated 06 Feb 03, is hereby incorporated (0005-05) 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 DISTRIBUTION

INTELLIGENCE AND SECURITY DIVISION DISTRIBUTION:
[redacted]

DISTRIBUTION:

TASK ORDER MONITOR: [redacted]

TASK ORDER MONITOR MAILING ADDRESS: [redacted]

ALTERNATE TASK ORDER MONITOR: [redacted]

ALTERNATE TASK ORDER MONITOR MAILING ADDRESS: [redacted]

PROGRAM MANAGEMENT POC [redacted]

PROGRAM MANAGEMENT POC MAILING ADDRESS: [redacted]

ALTERNATE PROGRAM MANAGEMENT POC: [redacted]

ALTERNATE PROGRAM MANAGEMENT POC MAILING ADDRESS: [redacted]

PROGRAM INTEGRATOR: [redacted]

PROGRAM INTEGRATOR MAILING ADDRESS: [redacted]

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9720400.2501 2BM-NMD1 40603882C.19-255Y Y3-2-19108Y3 S01021 Y3-2-19108Y3/2Y3012/Y3
COST CODE: 000000000000
AMOUNT: $85,000.00

AB: 9720400.2501 BM-NMD1 40603882C.37-255Y Y3-2-37107Y3 S01021 Y3-2-37107Y3/2Y3012/Y3
COST CODE: 000000000000
AMOUNT: $5,000.00

AC: 9730400.2501 3BM-NMD1 40603882C00.3012-19 25FB Y3319103Y3 S01021 Y3319103Y3/3Y3012/Y3
AMOUNT: $146,687.00

AD: 9730400.2501 3BM-NMD1 40603882C00.3012-19 255Y Y3319114Y3 S01021 Y3319114Y3/3Y3012/Y3
AMOUNT: $194,693.00

AE: 9740400.2501 4BM-NMD1 40603882C00.0808.19 255Y Y3419103Y3 S01021 Y3419103Y3/4Y3000/Y3
AMOUNT: $341,000.00

AF: 9750400.2501 5BM-NMD1 40603882C00.J0808.19 255Y Y3519103Y3 S01021 Y3519103Y3/5Y3019/Y3
AMOUNT: $190,080.00