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-0011	001817	2002 Apr 24	Y6-2-CONB6Y6-01	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 S0107A
DCMA HUNTSVILLE
BUILDING 4505, SUITE 301
MARTIN ROAD
REDSTONE ARSENAL AL 35898-0001

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

9. CONTRACTOR CODE 1P9G8 FACILITY
TELEDYNE SOLUTIONS, INC
5000 BRADFORD DRIVE
HUNTSVILLE AL 35805

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 HQ0338
DFAS-COLUMBUS CENTER
DFAS-CO/SOUTH ENTITLEMENT OPERATION
P.O. BOX 182264
COLUMBUS OH 43218-2264

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 $4,155,000.00
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

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

DATE | SIGNATURE AND TITLE OF CERTIFYING OFFICER

35. BILL OF LADING NO.

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: Y6-2-CONB6Y6-01

MAX COST $3,879,000.00

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: Y6-2-CONB6Y6-01

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: Y6-2-CONB6Y6-01

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: Y6-2-CONB6Y6-01

MAX COST $276,000.00

FOB: Destination

BLOCK 17 (DD1155) CONTINUED
BLOCK 17 (DD1155) CONTINUED:

TASK ORDER FUNDS REQUIRED	$4,155,000
TASK ORDER FUNDS AVAILABLE	$3,845,996
UNFUNDED BALANCE	$ 309,004

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	$3,879,000
*CONSULTANT TOTAL	[redacted]	DPPHs	$ 0
T/0 TOTAL LABOR	[redacted]	DPPHs	$3,879,000
MATERIAL		NTE	$ 0
TRAVEL		NTE	$ 276,000
T/O TOTAL			$4,155,000

* 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

"IN-FLIGHT INTERCEPTOR COMMUNICATION SYSTEM (IFICS) DEVELOPMENT SUPPORT"
STATEMENT OF WORK

The contractor shall monitor the development of the performance and interface specifications/requirements for the fielding of the In-flight Interceptor Communication System (IFICS) including both hardware and software. The contractor shall perform modeling and analysis to verify/validate performance; interface specifications/requirements; IFICS siting studies, as well as test requirements. The contractor shall provide to support Government test activities including but not limited to pre-mission, flight and ground testing. The contractor shall conduct risk reductions actvities/issue resolution analyses and perform available technology and development analyses as required.

B POP

PERIOD OF PERFORMANCE: 24 Apr 02 – 23 Apr 05

C KEY PERS

KEY PERSONNEL: [redacted]

D DELIVERABLES

DELIVERABLES:

Item/Title	CDRL#	# Copies	Delivery Date
Task Order Management Plan	A001	1 *	Per CDRL
Status Report	A002	1	Quarterly
FMER	A003	1 *	Per CDRL
Trip Report	A004	1	5 Days After Trip
Final Technical Report	A005	1*	23 Apr 05
Data Accession List	A007	1	Per CDRL

* Plus Electronic Version.

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 $276,000

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

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. 8, dated 03 Feb 03, is hereby incorporated (0018-08) 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.

The following Government Furnished Property (GFP) was transferred from Nichols Research Corp, DASG60-97-D-0002-0010 to TSI Contract DASG60-02-D-0011-0018. This GFP is classified as Special Test Equipment (STE) and restricted to performing monitoring, modeling, analysis and validation of the Inflight Inteceptor Communications System prototype. (0018-15)

1 each ID# 264744V IBM ThinkPad T20 Laptop Computer

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

INTELLIGENCE AND SECURITY DIVISION DISTRIBUTION:

[redacted]

Defense Security Service (DSS) Industrial Security Representative (listed in Block 6c of the DD254).

TASK ORDER DISTRIBUTION:

TASK ORDER MONITOR (T/OM): [redacted]

T/OM 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]

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9720400.2501 2BM-NMD1 40603882C00.3012.16-255Y Y62CONB6Y6 S01021 Y62CONB6Y6/2Y6CON/Y6
COST CODE: 000000000000
AMOUNT: $816,000.00

AB: 9720400.2501 BM-NMD1 40603882C00.3012.90-255Y Y8-2-TSI3Y8 S01021 Y82TSI3Y8 / 2Y8000 / Y8
COST CODE: 000000000000
AMOUNT: $60,000.00

AC: 9730400.2501 3BM-NMD1 40603882C00.3012.16-255Y Y6316CA5Y6 S01021 Y6316CA5Y6/3Y6CON/Y6
AMOUNT: $1,664,996.00

AD: 9740400.2501 4BM-NMD1 40603882C00.0808.16-255Y Y6416TSIY6 S01021 Y6416TSIY6/4Y6CON/Y6
AMOUNT: $1,305,000.00