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	002020	2002 Apr 24	Y3-2-37110Y3-01	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 $3,301,000.00
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: Y3-2-37110Y3-01

MAX COST $3,207,333.00

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: Y3-2-37110Y3-01

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: Y3-2-37110Y3-01

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: Y3-2-37110Y3-01

MAX COST $93,667.00

FOB: Destination

BLOCK 17/BLOCK 18 CONTINUED

TASK ORDER FUNDS REQUIRED	$ 3,301,000
TASK ORDER FUNDS AVAILABLE	$ 2,882,538
UNFUNDED BALANCE	$ 418,462

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	$3,207,333
*CONSULTANT TOTAL	[redacted]	DPPHs	$ 0
T/0 TOTAL LABOR	[redacted]	DPPHs	$3,207,333
MATERIAL		NTE	$ 0
TRAVEL		NTE	$ 93,667
T/O TOTAL			$3,301,000

* 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

"X-Band Radar (XBR) LOGISTICS SUPPORT"

1.0. The contractor shall review, analyze, and provide recommendations regarding requirements definition and deployment planning. Furthermore, the contractor shall perform data analyses for operational suitability and supportability studies and trades. A comprehensive review of documents such as the Integrated Deployment Plan, Integrated Logistics Support Plan, Basis of Issue Plan, XBR Government Furnished Property and Government Furnished Services Plan, Human System Integration Plan, XBR Training Plan; Initial Sustainment Plans, and other documents is required to support the above efforts. The contractor shall assist the government with the evaluation of XBR element deployment planning and supportability analyses such as reliability, availability, maintainability, manpower estimation, transportation, computer resource support, and resource estimation. In addition, the contractor shall assist the government with the evaluation of other applicable cost, schedule and performance efforts.

2.0. The contractor shall support preparations for assuming Block 04 Test Bed activities through participation in the Site Development/Activation/Development functions of the GMD organizations. The contractor shall maintain cognizance of all XBR Program Management Office (PMO) (GMX), GMD JPO and system prime contractor planning and activities for the Block 04 Test Bed Sites and shall advise the XBR Logistics Team Lead of any impacts (both positive and adverse) to the fielding and activation of the Block 04 Test Bed and any follow-on development activities for the GMD System.

B POP

24 Apr 02 – 23 Apr 05

C KEY PERS

[redacted]

D DELIVERABLES

Item/Title	CDRL#	# Copies	Delivery Date
Task Order Management Plan	A001	1 *	Per CDRL
GMX Status Report	A002	1	Monthly
FMER	A003	1 *	Per CDRL
GMX Management Report (Accruals)	A004	3 **	10th of Each Month
GMX 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:

MDA/GMD JPO, ATTN: MDA/GMC-B (R. Thorn), MDA/GMC-ER (J. Campbell), P.O. Box 1500, Huntsville, AL 35807-3801

E TRVL

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 circumstance shall the contractor incur travel costs in excess of the NTE amount stated herein. NTE: $93,667

F MATLS

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. 9, dated 03 Feb 03, is hereby incorporated (0020-07) 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
INTELLIGENCE AND SECURITY DIVISION DISTRIBUTION:

[redacted]

Defense Security Service (DSS) Industrial Security Representative (listed in Block 6c of the DD 254)

TASK ORDER MONITOR:

Primary – [redacted]

Alternate - [redacted]

MAILING ADDRESS: [redacted]

PROGRAM MANAGEMENT POC: [redacted]

MAILING ADDRESS OF PROGRAM MANAGEMENT POC: [redacted]

ALTERNATE PROGRAM MANAGEMENT POC: [redacted]

MAILING ADDRESS OF ALTERNATE PROGRAM MANAGEMENT POC: [redacted]

PROGRAM INTEGRATOR [redacted]

MAILING ADDRESS OF PROGRAM MANAGEMENT POC: [redacted]

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9720400.2501 2BM-NMD1 4060388C.19-255Y Y3-2-19110Y3 S01021 Y3-2-19110Y3/2Y3012/Y3
COST CODE: 000000000000
AMOUNT: $0.00

AB: 9720400.2501 BM-NMD1 40603882C.37-255Y Y3-2-37110Y3 S01021 Y3-2-37110Y3/2Y3012/Y3
COST CODE: 000000000000
AMOUNT: $5,000.00

AC: 9720400.2501 2BM-NMD1 40603882C.19-255Y Y3-2-19110Y3 S01021 Y3-2-19110Y3/2Y3012/Y3
COST CODE: 000000000000
AMOUNT: $539,000.00

AD: 9730400.2501 3BM-NMD1 40603882C00.3012-19 255Y Y3319112Y3 S01021 Y3319112Y3/3Y3012/Y3
AMOUNT: $999,538.00

AE: 9740400.2501 4BM-NMD1 40603882C00.0808.19 255Y Y3419121Y3 S01021 Y3419121Y3/4Y3000/Y3
AMOUNT: $1,089,000.00

AF: 9750400.2501 5BM-NMD1 40603882C00.0808.19 255Y Y3519121Y3 S01021 Y3519121Y3/5Y3019/Y3
AMOUNT: $0.00

AG: 9750400.2501 5BM-NMD1 40603882C00.J0808.19 255Y Y3519121Y3 S01021 Y3519121Y3/5Y3019/Y3
AMOUNT: $250,000.00