

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. DASG60-02-D-0011	2. DELIVERY ORDER/ CALL NO. 002234	3. DATE OF ORDER/CALL 2002 Apr 24	4. REQ./ PURCH. REQUEST NO. Y4-2-GBIA6Y4-01	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 DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001	CODE S0107A	8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)
--	-----------------------	--	-----------------------	--

9. CONTRACTOR TELEDYNE SOLUTIONS, INC 5000 BRADFORD DRIVE HUNTSVILLE AL 35805	CODE 1P9G8	FACILITY	10. DELIVER TO FOB POINT BY (Date) SEE SCHEDULE	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
			12. DISCOUNT TERMS	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15				

14. SHIP TO SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS OH 43218-2264	CODE HQ0338	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)
<input type="checkbox"/> 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 \$20,643,000.00
	CONTRACTING / ORDERING OFFICER	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
	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	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	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: Y4-2-GBIA6Y4-01				
				MAX COST	\$18,579,000.00

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: Y4-2-GBIA6Y4-01				
				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: Y4-2-GBIA6Y4-01

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: Y4-2-GBIA6Y4-01

MAX COST \$2,064,000.00

FOB: Destination

BLOCK 17/BLOCK 18 CONTINUED

TASK ORDER FUNDS REQUIRED \$ 20,643,000

TASK ORDER FUNDS AVAILABLE \$ 18,082,894

UNFUNDED BALANCE \$ 2,560,106

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	\$18,579,000
*CONSULTANT TOTAL	[REDACTED] DPPHs	\$ 0
T/O TOTAL LABOR	[REDACTED] DPPHs	\$18,579,000
MATERIAL	NTE	\$ 0
TRAVEL	NTE	\$ 2,064,000
T/O TOTAL		\$20,643,000

* 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

“GROUND-BASED MIDCOURSE DEFENSE (GMD) GROUND BASED INTERCEPTOR (GBI)”

1.0 The contractor shall provide support to the missions of the Ground Based Interceptor (GBI) Program Management Office (PMO). The contractor shall provide integration of these activities toward the objectives of the GBI program as an element of a deployable GMD system. The contractor shall provide support in analyzing and formulating plans to support GBI Program milestones and program directives from the Missile Defense Agency (MDA) from the GBI element perspective. The contractor shall participate in Integrated Product Team meetings and respond to GBI element taskings. The contractor shall document these efforts in the form of technical letters, reports, or briefing inputs. Briefing materials shall be provided to support "quick responses" to MDA requirements. Technical letters and reports shall be provided via electronic mail, electronic media or hard copy as directed. The contractor shall willingly work with and share analyses with other GBI support and prime contractors as directed by the GBI PMO.

2.0 ELEMENT ENGINEERING

2.1 The contractor shall support GBI element engineering, specialty engineering, and requirements analysis for the GBI Program. This activity involves GBI PLV, Boosters, and EKV development and integration activities with the other GMD elements, including the GBI element design; updates; and test and evaluation of the GBI designs and their performance.

2.2 The contractor shall support operational capability through algorithm assessment, including discrimination development/analysis; target track; GN&C and aimpoint selection. The contractor shall support GBI requirements analysis; target laydown inputs; requirements verification; and documentation evaluation (including Kill Vehicle Requirements Document [KVRD] and GBI A-specification and PIDS updates). The contractor shall provide threat requirements analysis and evaluation inputs; target test requirements; evaluation of optical signature models and OPTISIG libraries, and support to Knowledge database development. The contractor shall provide analyses and technical support in evaluations of GBI effectiveness, reliability/availability, survivability; lethality; kill assessment; nuclear/ natural environments; communication (inflight and ground) inputs. Requirements analysis/coordination/technical evaluations shall be provided to verify GBI element requirements and design approach.

2.3 The contractor shall assess and analyze hardware and software traceability for test configurations to allocated and functional baseline design requirement. The contractor shall also assess the traceability to a deployable GBI element, including interface requirements tracking. The contractor shall participate in the product assurance and configuration management of the element; interface; and major GBI subsystem interface requirements.

2.4 The contractor shall provide recommendations to the GBI test program in terms of mission objectives; definition; timelines; criteria; and test requirements to demonstrate an effective GBI. The contractor shall evaluate pre- and post-test data to support closure of critical issues and follow on test missions for the GBI PMO. The contractor shall conduct post flight analysis to anchor GBI operational capability modeling with test data. The contractor shall brief the results of post flight analysis to GBI PMO and GMD approved organizations as directed.

2.5 The contractor shall provide evaluations of and track status of, GBI program risks; technologies; technical performance measures; and maturity evolution of the GBI program. The contractor shall support assessment, evaluation and coordination of GMD treaty issues.

3.0 KILL VEHICLE

3.1 The contractor shall provide support by performing technical analyses and evaluation in the following areas: air vehicle and kill vehicle requirements (includes hardware, software and algorithms, development and testing); hardware component development and test; software development and test; simulation development and use (to include hardware-in-the-loop [HWIL]); integration and test of the components (including software); KV support equipment development, integration, and test; and test of the kill vehicle (and other items to be test flown as payloads) being developed in the GBI program, EKV environments definition and verification. The KV components include, but are not limited to: the inertial measurement unit; divert and attitude control; signal and data processors; power and distribution; and seeker.

3.2 The contractor shall support shall be provided for the integration and test of the flight items with the PLV and selected operational booster(s). The contractor shall also provide support for the preparations for flights (to include reviews prior to shipping), as well as the actual test flight, and post-test data analysis.

4.0 BOOSTER/LAUNCHER AND PAYLOAD LAUNCH VEHICLE

4.1 The contractor shall support the development of GBI boosters and command and launch equipment. The contractor shall assess the designs for suitability and responsiveness to meet GBI requirements. The contractor shall support definition of GBI booster interface issues and tracking their resolution. The contractor shall review procedures, assess results, evaluate methods, and participate in GBI element tests. The contractor will assist in the development of facility requirements for GBI flight tests and GBI element deployment readiness activities. The contractor shall provide interface support, readiness assessments, "quick look" analyses, trades, and briefing support for flight tests and evolving requirements.

4.2 The contractor shall perform technical evaluations and analysis in the following areas to support the GBI flight and ground test program: booster flight software; command launch equipment; command launch software; booster and payload integration; ground support; and handling equipment design and integration. The contractor shall provide performance verification and validation of the GBI hardware and software products. The support effort shall typically include analysis and evaluation of vehicle propulsion, stability; controllability, structural and mechanical, vehicle environment, avionics, power distribution, communications, telemetry; and ordnance.

4.3 The contractor shall track and document issues relative to the GBI booster configurations and associated hardware, flight software, and command and launch software and equipment. The contractor shall provide support in the assessment of flight readiness and provide pre- and post-flight and assessments of the flight tests to meet their flight objectives. The contractor shall support technical interchange meetings (TIMs) program reviews; and ship readiness reviews. The contractor shall provide reviews of CDRL's and other program documentation.

5.0 GBI SUPPORT SYSTEM - The contractor shall support the development of the GBI Support System, including the Command and Launch Equipment, Peculiar Support Equipment, NTE, Launch Site Components and Test Facilities. The contractor shall assess the designs for responsiveness to allocated requirements. The contractor shall support the definition of interfaces by analyzing data content descriptions for consistency and completeness and by assessing interface loading. The contractor shall assess the software architecture and design for suitability to mission performance. The contractor shall evaluate plans, procedures and methodologies for testing of the GBI Support System components. The contractor shall assess test methodologies and evaluate the results of test execution for the GBI Support System components. The contractor shall identify issues and potential problems in the growth paths of system capabilities related to the GBI Support System. The contractor shall support technical interchange meetings (TIMs) program reviews; and ship readiness reviews. The contractor shall provide reviews of CDRL's and other program documentation.

6.0 DEPLOYMENT PLANNING

6.1 The contractor shall monitor, participate in, and/or provide independent assessments and recommendations for the design, fabrication, production, construction, installation, checkout, integration, and

turnover of the facilities that produce and house the Element, its associated subsystems and components. This support shall be provided for new and existing facilities located at developmental (e.g., GDIL and test ranges), production, and proposed deployment sites identified for GMD use.

6.2 The contractor shall produce, review, analyze, provide independent assessments and recommendations, and coordinate, when required, documents for Environmental, Safety, and Occupational Health, (ESOH) impacts related to the Element activities. Additionally, the contractor shall produce, evaluate, report, and recommend strategies that support treaty compliance by the Element throughout the GMD Test Program and in to a deployed system.

6.3 The contractor shall review, analyze, and provide recommendations to Element requirements, and technical planning documents that support integration of the Element into the GMD system. Example documents include, but are not limited to Prime Item Development Specifications (PIDS), facility requirements documents (FRD), site activation plans for a given site, Interface Design Descriptions (IDDs), etc.

6.4 The contractor shall support GBI Element program protection, industrial and manufacturing base assessments, and producibility. The contractor shall support GBI Element deployment planning and supportability tasks such as manpower estimation, support resource estimation, requirements evaluation, and other applicable cost/schedule/performance efforts. The contractor shall support the evolution of facility requirements for the expanded Test Bed and deployment-readiness activities. The contractor shall support the development of funding documentation, scheduling, production, and deployment, planning as they relate to the GBI Element. The contractor shall maintain the GBI Element inputs to the GMD Master Integrated Program Schedule (MIPS).

7.0 TEST AND EVALUATION (T&E) - The contractor shall provide test and evaluation support for the GBI Office. This support shall include:

7.1 The contractor shall recommend requirements for, and observe the conduct of tests that include GBI hardware and software. This includes GBI component testing, quality and acceptance testing, as well as hardware-in-the-loop and flight testing.

7.2 The contractor shall provide support in the tracking of GBI testing through the integration process.

7.3 The contractor shall provide support in the element integration test planning and test-readiness support.

7.4 The contractor shall provide support in element Test documentation development.

7.5 The contractor shall recommend GBI targets.

7.6 The contractor shall provide support in element UDS inputs.

7.7 The contractor shall provide support in element test management, through assessment of documentation, procedures, plans and requirements/specifications adequacy.

7.8 The contractor shall provide support in facility design requirements as they relate to the GBI element.

7.9 The contractor shall furnish construction and/or refurbishment support as it relates to the GBI element.

7.10 The contractor shall provide support in GBI element safety and site environmental assessment.

8.0 DELETED BY TASK ORDER MODIFICATION 0022-10

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
FMER	A003	1 *	Per CDRL
Interim Technical Report	A004	1	As Required
Final Technical Report	A005	1*	23 Apr 05
Data Accession List	A007	1	Per CDRL

* Plus Electronic Version.

E TVL

ESTIMATED TRAVEL: Except for the locations listed below, 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: \$2,064,000

Albuquerque, NM	Allentown, PA	Boston, MA
Buffalo, NY	Colorado Springs, CO	Carlisle, PA
Danbury, CT	Dayton, OH	Denver, CO
Eglin AFB, FL	Fairbanks, AK	Grand Forks, ND
Hill AFB, UT	Joplin, MO	Kodiak, AK
Kwajalein, RMI	Lincoln, NE	Logan, UT
Los Angeles, CA	Overland Park, KS	Philadelphia, PA
Phoenix, AZ	Portland, OR	Providence, RI
Sacramento, CA	San Diego, CA	Seattle, WA
Sunnyvale, CA	Tucson, AZ	Tulahoma, TN
Vandenberg AFB, CA	Washington, DC	

Note: Based on airline flight availability, lodging availability, and distribution of meeting locations (i.e., Boeing LA facilities including Downey, Anaheim, Conoga Park, Seal Beach, etc.) within the above specified cities, the approved travel locations extended to include all areas within 200 mile radius of the specific city.

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. 10, dated 03 Feb 03, is hereby incorporated (0022-13) 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]

TASK ORDER (T/O)MONITOR: [REDACTED]

[REDACTED]

T/OMAILING ADDRESS: [REDACTED]

[REDACTED]

PROGRAM MANAGEMENT POC: [REDACTED]

[REDACTED]

PROGRAM MANAGEMENT POC MAILING ADDRESS: [REDACTED]

[REDACTED]

ALTERNATE PROGRAM MANAGEMENT POC: [REDACTED]

[REDACTED]

MAILING ADDRESS OF ALTERNATE PROGRAM MANAGEMENT POC:

[REDACTED]

[REDACTED]

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9720400.2501 BM-NMD1 40603882C00.3012.11-255Y Y4-2-GBIA6Y4 S01021 Y42GBIA6Y4/2Y4GBI/Y4
COST 000000000000
CODE:
AMOUNT: \$3,052,800.00

AB: 9720400.2501 BM-NMD1 40603882C00.3012.04-255Y Y1-2-TSI2Y1 S01021 Y12TSI2Y1/2Y1000/Y1
COST 000000000000
CODE:
AMOUNT: \$568,763.00

AC: 9720400.2501 2BM-NMD1 40603882C00.3012.33-255Y YA2CONA6YA S01021 YA2CONA6YA/2YACON/YA
COST 000000000000
CODE:
AMOUNT: \$82,995.00

AD: 9710400.2501 BM-NMD1 40603871C00.2409-255Y Y1-1-TSII Y1 S01021 Y11TSII Y1/1Y1000/Y1
COST 000000000000
CODE:
AMOUNT: \$200,000.00

AE: 9730400.2501 3BM-NMD1 40603882C00.3012.33-255Y YA3CONA6YA S01021 YA3CONA6YA/3YACON/YA
COST 000000000000
CODE:
AMOUNT: \$113,500.00

AF: 9730400.2501 BM-NMD1 40603882C00.3012.11-255Y Y4-3-GBID1Y4 S01021 Y43GBID1Y4/3Y4GBI/Y4
AMOUNT: \$5,194,000.00

AG: 9730400.2501 3BM-NMD1 40603882C00.3012-40 25FB/255Y YC340301YC S01021 YC340301YC/3Y4000/YC
AMOUNT: \$992,000.00

AH: 9720400.2501 2BM-NMD1 40603882C.40-25FB/255Y Y3-2-40110Y3 S01021 Y3240110Y3/2Y3012/Y3
AMOUNT: \$18,369.00

AJ: 9740400.2501 BM-NMD1 40603882C00.0808.11-255Y Y44GBID1Y4 S01021 Y44GBID1Y4/4Y4GBI/Y4
AMOUNT: \$4,335,967.00

AK: 9740400.2501 4BM-NMD1 40603882C00.0808-40 25FB/255Y YC440201YC S01021 YC440201YC/4Y4000/YC
AMOUNT: \$914,000.00

AL: 9740400.2501 4BM-NMD1 40603882C00.0808.33-255Y YA4CONA6YA S01021 YA4CONA6YA/4YACON/YA
AMOUNT: \$98,000.00

AM: 9750400.2501 5BM-NMD1 40603882C00.J0808-40 25FB/255Y YC5402201YC S01021 YC5402201YC/5YC402/YC
AMOUNT: \$344,000.00

AN: 9750400.2501 5BM-NMD1 40603882C00.J0808.11-255Y Y45GMGDDY4 S01021 Y45GMGDDY4/5Y4GBI/Y4
AMOUNT: \$2,100,500.00

AP: 9750400.2501 5BM-NMD1 40603882C00.J0808.33-255Y YA5CONA6YA S01021 YA5CONA6YA/5YACON/YA
AMOUNT: \$68,000.00