

ORDER FOR SUPPLIES OR SERVICES

| | | | | | |
|--|---------------------------------------|---|--|-------------|--|
| 1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. DASG60-02-D-0015 | 2. DELIVERY ORDER/ CALL NO. 003406 | 3. DATE OF ORDER/CALL 2002 Sep 18 | 4. REQ./ PURCH. REQUEST NO. MIPR2MSMDRB100 | 5. PRIORITY | |
| 6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801 | | 7. ADMINISTERED BY DCM LOCKHEED MARTIN DELAWARE VALLEY MAIL STOP AE 2-W 1 FEDERAL STREET CAMDEN NJ 08102-1013 | 8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other) | | |

| | | |
|---|---|---|
| 9. CONTRACTOR 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 <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED |
| 13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15 | | |

| | | |
|------------------------------------|--|--|
| 14. SHIP TO SEE SCHEDULE | 15. PAYMENT WILL BE MADE BY 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 | <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 | 25. TOTAL \$307,927.00 |
|--|------------------------------|---------------------------|

| | | | | |
|---|--------------|--------------------|-----------------|--------------|
| 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. | 29. DIFFERENCES | 30. INITIALS |
|---|--------------|--------------------|-----------------|--------------|

| | | | | |
|---|--|-------------|---------------------------------|------------------|
| 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 | 33. AMOUNT VERIFIED CORRECT FOR | 34. CHECK NUMBER |
|---|--|-------------|---------------------------------|------------------|

| | | | | | |
|-----------------|-----------------|------------------------------|----------------------|---------------------|---------------------|
| 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: MIPR2MSMDRB100 | | | | |
| | | | | MAX COST | \$304,427.00 |

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: MIPR2MSMDRB100 | | | | |
| | | | | MAX COST | \$0.00 |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|------|------------|------------|
| 0004 | Materials and STE COST | 1 | Lot | UNDEFINED | UNDEFINED |
| | 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: MIPR2MSMDRB100 | | | | |
| | | | | MAX COST | \$0.00 |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|------|------------|------------|
| 0005 | Travel COST | 1 | Lot | UNDEFINED | UNDEFINED |
| | 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: MIPR2MSMDRB100 | | | | |
| | | | | MAX COST | \$3,500.00 |

FOB: Destination

BLOCK 17/BLOCK 18 CONTINUED

BLOCK 17 DD1155 CONTINUED:

O&MA FUNDING – EXPIRATION OF FUNDS

FUNDING FOR THIS TASK ORDER MUST BE EXPENDED BY 31 JULY 2003.

TASK ORDER FUNDS REQUIRED: \$307,927

TASK ORDER FUNDS AVAILABLE: \$307,927

UNFUNDED BALANCE: \$0

ITEM NUMBER (BLOCK 18 of 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.

| | <u>DPPHs ORDERED</u> | <u>NTE AMOUNT</u> |
|-------------------------|---|-------------------|
| FIXED-PRICE LABOR TOTAL |  | \$304,427 |
| *CONSULTANT TOTAL |  | \$0 |
| T/O TOTAL LABOR |  | \$304,427 |
| MATERIAL | NTE | \$0 |
| TRAVEL | NTE | \$3,500 |
| T/O TOTAL | | \$307,927 |

**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

“Force Modernization Support to G8 Force Development, Director of Resources (G8 FD DOR)” Statement of Work

DESCRIPTION:

1.0 Background: The Department of Defense, through a lengthy and exhaustive defense review that culminated in the Quadrennial Defense Review (QDR) Report of September 30, 2001 has clearly articulated their commitment to rapidly transforming its forces to meet future challenges. The QDR Report discusses the risks associated with transformation, and suggests that adaptive risk management will ensure that the Department will be better able to meet near-term threats even as it invests in capabilities needed to safeguard the nation’s future security. Robust transformation as envisioned (and mandated) by Department of Defense (DoD) demands a streamlined support structure that is equally agile, flexible, and innovative.

a. Since the release of the Quadrennial Defense Review (QDR) Report in September, DoD has further refined the focus for DoD’s transformation efforts through the initiation of numerous Defense Planning Guidance-directed Studies and several working groups with transformation-related charters. These studies are critical for the Army at two major levels. First, Office of the Secretary of Defense (OSD)-led studies and working groups will influence the body of Joint Strategic Planning System documents regarding strategic and programming guidance up to, and including, Quadrennial Defense Review 2005. Second, findings and decisions of these study and working groups will have immediate impacts on the Army program. DoD intends to facilitate a more rapid departmental transformation through identifying efficiencies and reductions in less relevant capabilities that can free resources to accelerate promising transformation initiatives.

b. All of the above amounts to a continuous defense transformation review cycle directed by DoD in addition to the Joint Strategic Planning System and the Planning, Programming, Budgeting and Execution System (PPBES) cycle already in place. The Army imperative, then, is to increase it’s active participation in studies and working groups across Sister Service, Joint Staff, and OSD to protect Army equities, most notably, the Army’s control over it’s own program throughout transformation.

c. This effort requires the G8 FD be fully manned with Army Staff-experienced personnel who are conversant in the myriad Army, Joint, and OSD processes required for transformation, force integration, and force modernization. Additionally, the rapid pace of business practice transformation will require that the Army continue to employ a flexible, creative, imaginative and adaptive workforce.

2.0 Requirements: In support of G8 FD, Directorate of Resources, (FD- DOR), the contractor shall provide support in the areas of force modernization, force integration and system integration, studies and simulations, system investment strategy and assessment, and concepts analysis. The contractor shall generate and present concept papers and abstracts, information and decision briefings and multimedia presentations. The contractor shall participate in standing and “ad hoc” working groups across Army, Joint Staff, and Department of Defense levels. The contractor shall provide on-call assistance, in support of the Director, Resources to react to short response requirements.

a. Subtask 1: Provide on-site (Pentagon) assessment support to the Warfighting Analysis and Assessment Division, (FDA). The contractor shall provide up to three on site support personnel to the Warfighting Analysis Division for concepts and system assessments related to defense review, program reviews, and investment strategy decisions. The contractor shall provide analytical assessments on health of a program and the operational courses of actions impacts for the warfighter. The contractor shall manage the Army’s System of System Framework.

Assessments will vary in scope depending on the specific mission and time available, from written summaries and positions to more complicated and detailed written assessments with accompanying information briefings for larger audiences.

b. Subtask 2. Perform force development studies and analysis to support the G8 FD DOR. Provide short response analysis, and senior subject matter expertise in support of DOR processes and products, to include programming and budget cycles and defense reviews. The contractor shall collect and document data to articulate the Army's modernization and recapitalization needs, their operational impacts on the Army, and the second and third order effects of proposed changes and recommendations resulting from those processes. This additional effort will include: articulating and documenting requirements for resources to equip, train, and field the force over time; collecting and documenting future force modernization requirements from TRADOC and the Army acquisition community. Provide the consulting services of retired senior officers to review products and provide senior-level advice as coordinated with the Warfighting Analysis Division Chief.

c. Subtask 3: Perform Program Management: The contractor shall manage this task order to ensure the efficient and effective accomplishment of all subtasks. Meetings and in process reviews (IPRs) shall be held periodically and at the request of the customer to review expenditures and ensure progress toward objectives. The contractor shall provide functional expertise at various levels of experience and thorough programming support needed to complete this task. The contractor shall provide administrative support in areas such as routine word processing, video teleconferencing preparation and scheduling, data base maintenance, document preparation, briefing creation, development of deliverables, supporting meetings and conferences, and other related administrative and clerical activities in support of G8 FD.

3. Contractor shall have experience in Force Modernization processes and in developing and coordinating G8 FD positions in the Planning, Programming, Budgeting and Execution process; must be experienced in performing analysis of equipping initiatives and how they will affect the Army as a whole; be capable of providing force integration and systems integration of brigade fielding, and must be experienced in coordinating and providing functional subject matter expertise for force modernization concepts. Contractor personnel assigned to tasking are subject to the approval/acceptance of the Task Order Monitor.

4. The contractor shall prepare and deliver:

(1) Coordination papers, staff studies, briefing development and briefing presentations, trip reports, etc., throughout the TO period as required by the Task Order Monitor.

(2) Monthly Status Reports covering accomplishments, expenditure projections and actual or anticipated problems.

B POP

PERIOD OF PERFORMANCE: 18 September 2002 through 31 July 2003

C KEY PERS

KEY PERSONNEL: [REDACTED]

D DELIVERABLES

DELIVERABLES:

| <u>Item/Title</u> | <u>CDRL#</u> | <u># Copies</u> | <u>Delivery Date</u> |
|-----------------------------|--------------|-----------------|----------------------|
| Task Order Management Plan | A001 | 1 * | Per CDRL |
| FMER | A003 | 1 * | Per CDRL |
| Monthly Status Report | A004 | 1 | Monthly |
| Studies, Briefing & Reports | A004 | 1 | As Required |
| Final Report | A005 | 1 * | 31 JUL 03 |
| Data Accession List | A007 | 1 | Per CDRL |

* Plus Electronic Version.

** One (1) hardcopy to the T/OM, and one (1) hardcopy to the SMDC Command Library (SMDC-IM-PL)

E TVL

ESTIMATED TRAVEL: Except for the locations listed below, the contractor has no authority to incur travel costs without explicit written approval (email acceptable) of the Task Order Monitor. Under no circumstance shall the contractor incur travel costs in excess of the NTE amount stated herein. . NTE: \$2,000

Washington, DC

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/voucher/reported/paid at the ACRN level.

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

The effort described in the Task Order Statement of Work anticipated to be performed in FY02 and FY03 is subject to the Clause at FAR 52.232-18, Availability of Funds.

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.

Under no circumstances shall the contractor perform any service that could be deemed to fall within the definition of "lobbying" IAW FAR 31.205-22 and/or DFARS 231.205-22.

The following Government Furnished Property or Test Facilities are available for use in performance of this Task Order:

a. On-Site Requirements: If required to work on-site at the government location, the contractor(s) will have access to office space and equipment required to perform the task order, as determined to be necessary and available by the task order monitor.

It is incumbent upon the contractor(s) and/or subcontractor(s) 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

TASK ORDER MONITOR: [REDACTED]
[REDACTED]

MAILING ADDRESS: [REDACTED]
[REDACTED]

FD CONTRACTING REPRESENTATIVE: [REDACTED]
[REDACTED]

MAILING ADDRESS OF FD CONTRACTING REPRESENTATIVE: [REDACTED]
[REDACTED]

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 2132020.0000 0 22 2010 122018.00000 2512 FLTT MIPRJ603000055 J6AKRA S23185
AMOUNT: \$70,000.00

AB: 21 2 2020 0000 0 5X 5X00 122018.15000 12RBSD MIPR2MSMDRB100 RBSD12 S44008
COST 000000000000
CODE:
AMOUNT: \$25,000.00

AC: 21 2 2040 0000 0 5X 5X00 665803.73300 25GY12RBDPMIPR2MSMDRB115 RBDP12 S44008
COST 000000000000
CODE:
AMOUNT: \$25,000.00

AD: 2132020.0000 0 22 2010 122018.0000 2512 FLTT MIPRJ603000007 J6AKRA S23185
COST 000000000000
CODE:
AMOUNT: \$25,000.00

AE: 2132020.0000 0 22 2010 122018.00000 2512 FLTT MIPRJ603000055 J6AKRA S23185
AMOUNT: \$141,076.00

AF: 2132020.0000 0 22 2010 122015.00000 2512 FPDQ MIPRJ603000070 J6AHRA S23185
AMOUNT: \$21,851.00