

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. DASG60-02-D-0015	2. DELIVERY ORDER/ CALL NO. 003812	3. DATE OF ORDER/CALL 2002 Oct 24	4. REQ./ PURCH. REQUEST NO. Y9-2-CRC1Y9-01	5. PRIORITY DX-A2
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6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY DCM LOCKHEED MARTIN DELAWARE VALLEY MAIL STOP AE 2-W 1 FEDERAL STREET CAMDEN NJ 08102-1013	CODE S3110A	8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR L3 COMMUNICATIONS CORP L-3 SYSTEMS COMPANY 1 FEDERAL ST CAMDEN NJ 08103	CODE 1BRA6	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 NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266	CODE HQ0337	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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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) _____
 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	\$7,931,500.00
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. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	28. DO VOUCHER NO.	30. INITIALS
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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
			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.
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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: Y9-2-CRC1Y9-01				
				MAX COST	\$7,806,500.00

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: Y9-2-CRC1Y9-01				
				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: Y9-2-CRC1Y9-01

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: Y9-2-CRC1Y9-01

MAX COST \$125,000.00

FOB: Destination

BLOCK 17/BLOCK 18 CONTINUED

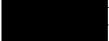
BLOCK 17 (DD1155) CONTINUED:

TASK ORDER FUNDS REQUIRED	\$7,931,500
TASK ORDER FUNDS AVAILABLE	\$6,645,415
UNFUNDED BALANCE	\$1,286,085

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	 DPPHs	\$7,806,500
*CONSULTANT TOTAL	 DPPHs	\$ 0
T/O TOTAL LABOR	 DPPHs	\$7,806,500
MATERIAL	NTE	\$ 0
TRAVEL	NTE	\$ 125,000
T/O TOTAL		\$7,931,500

* 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

“TEST, TRAINING, AND EXERCISE (TTEC) PRODUCT OFFICE SUPPORT IN COLORADO SPRINGS” Statement of Work

1.0 The contractor and/or subcontractor shall provide support to the Ground Based Midcourse Missile Defense Segment (GMD) Test, Training, and Exercise Product Manager to develop GMD training and exercise program. The Training and Exercise Division (TTEX) of the TTEC Product Office has the mission of developing, executing and maintaining GMD Training Program, including the life cycle management for the GMD Standalone Trainer (GST) and the Upgraded Early Warning Radar Standalone Trainer (UST). The technical support shall be performed in Colorado Springs, CO and the technical support personnel will be collocated with the TTEX government personnel at a government facility. The specific activities to be provided are as follows:

1.1 Conduct Instruction/Training. The contractor and/or subcontractor shall conduct instruction/training in support of the GMD Test Bed/Emergency Defense Operation (EDO), GMD Exercise Program, and GMD Warfighter IFT Participation activities. The objective of this training is to provide highly qualified and trained crews to meet the certification requirements for the respective GMD efforts.

1.2 Develop Training Curriculum. The contractor and/or subcontractor shall conduct training analysis and develop training curriculum for the TTEX product lines – GMD Exercise Training, Warfighter IFT Participation, and Test Bed/EDO training program. The contractor and/or subcontractor shall assist TTEX in user interactions to insure a thorough understanding of user doctrine, CONOPS, TTP and institutional training and training development planning and execution to facilitate development and execution of an effective and efficient GMD training program.

1.3 Develop GMD Training Baseline. The contractor and/or subcontractor shall complete and maintain an End-to-End Task Analysis by identifying Tasks/Standards/Conditions, and Steps to ensure all GMD tasks are identified, defined and maintained to facilitate the development of the GMD Training and Exercise program. The contractor and/or subcontractor shall participate and facilitate the development, conduct, and reporting of the government exercise program to provide information needed to update and maintain the currency of the GMD Training Baseline.

1.4 Perform GST/UST Training Device Development Oversight. The contractor and/or subcontractor shall assist in the oversight of the GMD Prime Contractor’s development of the GST/UST systems. The contractor and/or subcontractor shall provide technical and programmatic expertise to analyze the GST & UST program, conduct strategic planning, and acquisition management.

1.5 Supporting the GMD Training & Exercise Center (GTEC). The contractor and/or subcontractor shall provide support to assist in the operation of the GTEC.

1.6 Training and Exercise Efforts. The contractor and/or subcontractor shall provide strategic planning support to the TTEX to ensure viability of the TTEX mission. The contractor and/or subcontractor shall participate and host various TTEX events, symposium, technical interchange meetings and other activities in support of the TTEX mission. The contractor and/or subcontractor shall provide related support to TTEX to ensure accomplishment of the TTEX mission.

B POP

PERIOD OF PERFORMANCE: 23 Apr 2007

C KEY PERS

KEY PERSONNEL: [REDACTED]

D DELIVERABLES

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 07
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: \$125,000

Washington DC Colorado Springs, CO Huntsville, AL Anaheim, CA
Boston, MA

Note: Based on airline flight availability, lodging availability, and distribution of meeting locations within the specified cities, the approved travel locations are extended to include all areas within a 200 mile radius of the specified 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

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, FY05, FY06, and FY07 is subject to the Clause at FAR 52.232-18, Availability of Funds.

The GMD task specific DD Form 254, Rev. 8, dated 06 Feb 03, is hereby incorporated (0038-02) 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 or Test Facilities are available for use in performance of this Task Order:

On-Site Requirements: If required to work on-site at the government location, the contractor 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 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]
[REDACTED]

First Alternate T/OM: [REDACTED]
[REDACTED]

Second Alternate T/OM: [REDACTED]
[REDACTED]

T/OM MAILING ADDRESS: [REDACTED]
[REDACTED]

For Second Alternate T/OM: [REDACTED]

PROGRAM MANAGEMENT POC: [REDACTED]
[REDACTED]

PROGRAM MANAGEMENT POC MAILING ADDRESS:



Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9720400.2501 BM-NMD1 40603882C00.3012.08-255Y Y9-2-CRC1Y9 S01021 Y92CRC1Y9/2Y9000/Y9
COST 000000000000
CODE:
AMOUNT: \$40,000.00

AB: 9730400.2501 3BM-NMD1 40603882C00.3012.08-255Y Y9-3-CRC1Y9 S01021 Y93CRC1Y9/3Y9000/Y9
AMOUNT: \$1,530,915.00

AC: 9740400.2501 4BM-NMD1 40603882C00.0808-85-255Y Y24808A9Y2 S01021 Y24808A9Y2/4Y2808/Y2
AMOUNT: \$3,308,000.00

AD: 9750400.2501 5BM-NMD1 40603882C00.0808-85 255Y Y25808A7Y2 S01021 Y25808A7Y2/5Y2808/Y2
AMOUNT: \$1,766,500.00