

# ORDER FOR SUPPLIES OR SERVICES

|  |  |   |   |   |
|--|--|---|---|---|
| 1. CONTRACT/PURCH. ORDER/ AGREEMENT NO.<br><b>DASG60-02-D-0015</b>                                   | 2. DELIVERY ORDER/ CALL NO.<br><b>004201</b> | 3. DATE OF ORDER/CALL<br>(YYYYMMDD)<br><b>2004 May 05</b>   | 4. REQ./ PURCH. REQUEST NO.<br><b>HC4B201300-01</b> | 5. PRIORITY<br><br><b>DX-A2</b>   |
| 6. ISSUED BY<br>US ARMY SPACE & MISSILE DEFENSE COMMAND<br>P.O. BOX 1500<br>HUNTSVILLE AL 35807-3801 |  | 7. ADMINISTERED BY (if other than 6)<br>DCM LOCKHEED MARTIN DELAWARE VALLEY<br>MAIL STOP AE 2-W<br>1 FEDERAL STREET<br>CAMDEN NJ 08102-1013 |   | 8. DELIVERY FOB<br><input checked="" type="checkbox"/> DESTINATION<br><input type="checkbox"/> OTHER<br><br>(See Schedule if other) |

|   |                      |          |   |   |
|---|----------------------|----------|---|---|
| 9. CONTRACTOR<br>L3 COMMUNICATIONS CORP<br>L-3 SYSTEMS COMPANY<br>1 FEDERAL ST<br>CAMDEN NJ 08103 | CODE<br><b>1BRA6</b> | FACILITY | 10. DELIVER TO FOB POINT BY (Date)<br>(YYYYMMDD)<br><b>SEE SCHEDULE</b> | 11. MARK IF BUSINESS IS<br><input type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL DISADVANTAGED<br><input type="checkbox"/> WOMEN-OWNED |
|   |                      |          | 12. DISCOUNT TERMS  | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK<br><b>See Item 15</b>   |

|  |      |  |                       |  |
|--|------|--|-----------------------|--|
| 14. SHIP TO<br><br><b>SEE SCHEDULE</b> | CODE | 15. PAYMENT WILL BE MADE BY<br>DFAS-COLUMBUS CENTER<br>NORTH ENTITLEMENT OPERATIONS<br>PO BOX 182266<br>COLUMBUS OH 43218-2266 | CODE<br><b>HQ0337</b> | <b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b> |
|--|------|--|-----------------------|--|

|                   |                |                                     |   |
|-------------------|----------------|-------------------------------------|---|
| 16. TYPE OF ORDER | DELIVERY/ CALL | <input checked="" type="checkbox"/> | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. |
|                   | PURCHASE       | <input type="checkbox"/>            | Reference your quote dated<br>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<br>(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 |
|---------------------|------------------------------------|---------------------------------|----------|----------------|------------|
| <b>SEE SCHEDULE</b> |                                    |                                 |          |                |            |

|  |                              |                                |                                    |
|--|------------------------------|--------------------------------|------------------------------------|
| * 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<br><b>\$3,400,000.00</b> |
|  |                              | CONTRACTING / ORDERING OFFICER | 26. DIFFERENCES                    |

27a. QUANTITY IN COLUMN 20 HAS BEEN  
 INSPECTED     RECEIVED     ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

|  |                       |   |
|--|-----------------------|---|
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | c. DATE<br>(YYYYMMDD) | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------------------|---|

|   |                   |                    |   |
|---|-------------------|--------------------|---|
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE    | 28. SHIP NO.      | 29. DO VOUCHER NO. | 30. INITIALS  |
| f. TELEPHONE NUMBER   | g. E-MAIL ADDRESS |                    | 32. PAID BY<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL |
| 36. I certify this account is correct and proper for payment. |                   |                    |   |

|                       |  |  |                                 |                  |                        |
|-----------------------|--|--|---------------------------------|------------------|------------------------|
| a. DATE<br>(YYYYMMDD) | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 31. PAYMENT<br><input type="checkbox"/> COMPLETE<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL | 33. AMOUNT VERIFIED CORRECT FOR | 34. CHECK NUMBER | 35. BILL OF LADING NO. |
|-----------------------|--|--|---------------------------------|------------------|------------------------|

|                 |                 |                                 |                      |                     |                     |
|-----------------|-----------------|---------------------------------|----------------------|---------------------|---------------------|
| 37. RECEIVED AT | 38. RECEIVED BY | 39. DATE RECEIVED<br>(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<br>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: HC4B201300-01  |              |      |            |                |
|         |   |              |      | MAX COST   | \$3,280,000.00 |

| ITEM NO | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|--------------|------|------------|------------|
| 0003    | Consultants<br>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: HC4B201300-01  |              |      |            |            |
|         |   |              |      | MAX COST   | \$0.00     |

| 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: HC4B201300-01

MAX COST

\$0.00

| 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: HC4B201300-01

MAX COST

\$120,000.00

BLOCK 17/BLOCK 18 CONTINUED

## BLOCK 17 (DD1155) CONTINUED:

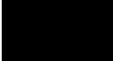
TASK ORDER FUNDS REQUIRED \$3,400,000

TASK ORDER FUNDS AVAILABLE \$30,000

UNFUNDED BALANCE \$3,370,000

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 | \$3,280,000 |
| *CONSULTANT TOTAL       |  DPPHs | \$0         |
| T/O TOTAL LABOR         |  DPPHs | \$3,280,000 |
| MATERIAL                | NTE   | \$0         |
| TRAVEL                  | NTE   | \$120,000   |
| T/O TOTAL               |   | \$3,400,000 |

\*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

### STATEMENT OF WORK

“Army Space Program – Engineering, Analysis and Programmatic Support/SAP Access Only”

1.0 INTRODUCTION AND BACKGROUND: The work under this effort is limited to work that requires the contractor/subcontractor to possess Top Secret/Sensitive Compartmented Information (SCI) clearance and specific classified access under designated Special Access Program(s) (TS/SAP) in accordance with the task-order level DD254. Further, performance of this effort is directed to SPARTA in accordance with the Directed Subcontractor clause incorporated into Section H of the Systems Engineering and Technical Assistance Contract (SETAC). The reason for this direction is because SPARTA personnel are already “read on” to the applicable SAP.

1.1 The U.S. Army Space and Missile Defense Command (USASMDC) is chartered to develop advanced technologies and system concepts for Army space programs. The USASMDC mission is to conduct a coordinated research and development program for advanced Army capabilities in accordance with Department of Defense and Army guidance. The goal of the services hereby obtained is to ensure a timely, energetic, and cost effective development of technologies and services for defense against evolving threats; to maximize benefits of USASMDC technology development programs across the full spectrum of Army and joint service applications; ensure long term programmatic planning and coordination of Army technology initiatives and ensure programs are in lawful and regulatory compliance.

1.2 The Space programs are continually changing based on evolving threats, new technologies, requirements, doctrinal changes, changing government emphasis, and the Army’s Transformation initiative. The USASMDC has structured research programs integrating a wide range of technologies and support functions into system concepts and hardware components, systems, and platforms. The purpose of this task order is to obtain objective engineering and analysis support and independent program assessment support for the various tasks under the Army Space mission area.

2.0 SCOPE. In support of USASMDC, the contractor shall provide engineering, analysis and programmatic support. This support shall include conducting studies, and providing concept system definition and related documentation to support the study results; providing independent analyses, technological assessments; and perform other related tasks in systems definition, experiments, technology demonstrations, production, fielding, and sustainment plan evaluations. The Contractor shall develop, review and analyze alternatives, programmatics, courses of action, documents, studies, proposals, briefings, and presentations. The Contractor shall independently assess government developed technology plans and projected/planned program costs, performance issues, scheduled risks, and formulate and provide alternatives for risk mitigation and issue resolution. In performing this SOW, the Contractor may be required to interact with other Contractors and other governmental agencies as directed by the Task Order Monitor (T/OM).

2.1 Changes in emphasis and significant changes in program direction are inevitable with respect to approved projects. The Contractor shall be responsive to such changes as they are defined by the Task Order Monitor (T/OM). However, the contractor shall notify the Contracting Officer prior to commencing performance if such direction is deemed to be outside the scope of work of this task order.

2.2 The contractor shall support space control as follows:

2.2.1 Assess government defined operational requirements, performance parameters, and employment strategies for evolving or theoretical technology concepts or applications. Assess the operational and performance impacts of such technology concepts in candidate Army deployment architectures designated to support this mission area. Assess risks and mitigation options which can be attributed to specific technology development paths and ultimately to employments options relative to future Army architectures. Ensure technologies and supported programs are incorporating efforts to maintain appropriate architectural interfaces at all phases of development.

2.2.1.1 Provide operational requirements coordination with Army combat developers and user representatives to ensure military needs and future operational capabilities are well understood by the developer and translatable into technical requirements for operational concepts supporting the Army mission.

2.2.1.2 Maintain requirements traceability to support technology analysis and simulation activities. Provide independent assessment of requirement impacts to support system trade studies, evaluate options for new technology insertions or utilizations, and perform rapid prototyping of subsystems and components to support technology demonstration, test or simulations objectives. Planning efforts will include the Special Access Programs (SAP), Science and Technology Objectives (STO) and Program Objective Memorandum (POM) processes. Provide program assessments to support government reviews of technology plans and assist in their implementation. Systems engineering and trade analysis will be conducted to support technical and budgetary decisions concurrent with long range government plans.

2.2.1.3 Review and assess government generated acquisition strategies for completeness of detail, optimal coordination, and concurrency with established government funds allocations and schedules.

2.2.1.4 Evaluate USASMDC technologies and supported joint programs for their applicability as transformation candidates for submission to the appropriate Line of Operation managers and inclusion and funding by the Department of the Army (DA) Transformation Program and Army Future Forces Office. The Contractor shall develop and maintain technology matrices comprised of the relevant technology corresponding interfaces with associated transformation categories to relate how the technologies and supported programs link to the Objective Force, external customers, as well as the Legacy and Army Future Forces. The contractor shall support the development of briefing materials and technical papers and provide independent technical review for accuracy and content.

### 3.0 MEETINGS/BRIEFINGS/PUBLICATIONS

3.1 The contractor shall present and participate in technical discussions and shall immediately notify the T/OM of any problems.

3.2 The contractor shall attend and participate in technical meetings as scheduled by the T/OM.

3.3 The contractor shall provide technical orientation briefings, as directed by the T/OM.

### PERIOD OF PERFORMANCE

5 May 2004 - 23 April 2007

### KEY PERSONNEL



### DELIVERABLES

| Item/Title                 | CDRL# | # Copies | Delivery Date |
|----------------------------|-------|----------|---------------|
| Task Order Management Plan | A001  | 1 *      | Per CDRL      |
| FMER                       | A003  | 1 *      | Per CDRL      |

|                               |      |     |               |
|-------------------------------|------|-----|---------------|
| Progress Report               | A004 | 1   | Monthly       |
| Final Technical Report        | A005 | 2 * | 23 April 2007 |
| Quarterly Transmittal Listing | A007 | 1   | Per CDRL      |

\* Plus Electronic Version.

TRAVEL

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 contacting officer. Under no circumstance shall the contractor incur travel costs in excess of the NTE amount stated herein. NTE: \$120,000

MATERIALS

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: Underdetermined; will be specified after award.

DISTRIBUTION

TASK ORDER MONITOR: [REDACTED]

MAILING ADDRESS: [REDACTED]

Task Order Level DD254s – Those with Special Access Program (SAP) Requirements:

[REDACTED]

The Northeast Region Defense Security Service (DSS) Industrial Security Representative:

[REDACTED]

Address: [REDACTED]

The local Defense Security Service (DSS) Industrial Security Representative:

[REDACTED]

[REDACTED]

[REDACTED]

SAP Security Manager:

[REDACTED]

SPECIAL INSTRUCTIONS

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 FY04 thru FY07 is subject to the Clause at FAR 52.232-18, Availability of Funds.

All of the terms and conditions of the contract listed above are applicable to this T/O.

All of the provisions and clauses of the contract listed above are applicable to this T/O.

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.

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

GFP On-Site Requirements: The contractor/subcontractor is required to work on-site at a government-specified location (i.e., a government approved Sensitive Compartmented Information Facility (SCIF)). The SCIF may be located at a government facility or at another contractor's facility. The contractor will have access to government office space, equipment, and a secure program approved environment required to perform the task order (as determined to be necessary and available by the task order monitor).

Effort completed under this T/O requires access to Sensitive Compartmented Information (SCI) data. SCI access is allowable in accordance with the DD Form 254, Contract Security Classification Specification, incorporated into the contract under which this T/O is executed. Certain contractor personnel must possess TOP SECRET/Sensitive Compartmented Information (SCI) Clearance access and/or be eligible for immediate adjudication by the cognizant security authority. It is incumbent upon the contractor to obtain appropriate approval for individual SCI billets from the SCI monitor listed in the DD254.

Please call the POC listed in Block 6, DD1155 to request a copy of the DD254, Revision No. 9, dated 2004 04 29.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 2142040 36 9602 P633006592 2514 HC4B201300 S01021 HC4B201300/4HHSAT/H  
AMOUNT: \$130,000.00