

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. DASG60-02-D-0015	2. DELIVERY ORDER/ CALL NO. 0045	3. DATE OF ORDER/CALL (YYYYMMDD) 2004 Nov 19	4. REQ./ PURCH. REQUEST NO. TH5KIN8AA1-00	5. PRIORITY DX-A2
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6. ISSUED BY US ARMY SPACE AND MISSILE DEFENSE COMMAN [REDACTED] P.O. BOX 1500 HUNTSVILLE AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (if other than 6) 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"/> DESTINATION <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) (YYYYMMDD) 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 Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	<input type="checkbox"/>	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 \$2,850,000.00
	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 (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL

36. I certify this account is correct and proper for payment.

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER
31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

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: TH5KIN8AA1-00				
				MAX COST	\$2,800,000.00

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: TH5KIN8AA1-00				
				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: TH5KIN8AA1-00

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: TH5KIN8AA1-00

MAX COST

\$50,000.00

FOB: Destination

BLOCK 17/BLOCK 18 CONTINUEDBLOCK 17 (DD1155) CONTINUED:

TASK ORDER FUNDS REQUIRED \$2,850,000

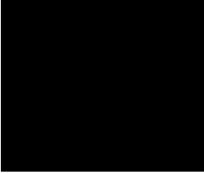
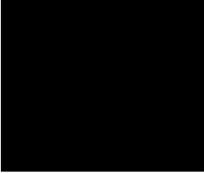
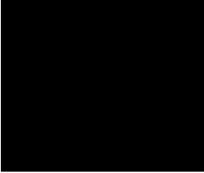
TASK ORDER FUNDS AVAILABLE \$ 750,000

UNFUNDED BALANCE \$2,100,000

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		\$2,800,000
*CONSULTANT TOTAL		\$ 0
T/O TOTAL LABOR		\$2,800,000
MATERIAL	NTE	\$ 0
TRAVEL	NTE	\$ 50,000
T/O TOTAL		\$2,850,000

*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

“TERMINAL HIGH ALTITUDE AIR DEFENSE (THAAD) OPERATIONS INTEGRATION GROUP (OIG) STATEMENT OF WORK”

DESCRIPTION:

1.1 The contractor shall establish a THAAD OIG that will provide support in the following areas: THAAD training development and design; training device integration and future capabilities definition; Ballistic Missile Defense System (BMDS) integration; US Army Air Defense Artillery School (USAADASCH) integration; develop a master integrated THAAD training schedule and training analysis baseline in conjunction with the Prime Contractor; and make recommendations for life cycle training strategies and other system support efforts for the THAAD evolutionary acquisition and spiral development program.

1.1.1 The contractor shall ensure that THAAD training capabilities are identified for integration into training devices to support the THAAD System Training Plan (STRAP) training strategy, evaluate training effectiveness, evaluate system performance and provide feedback to the Training Developer (TNGDEV), Material Developer (MATDEV), and Combat Developer (CBTDEV). The contractor shall manage integration and interfaces of training, exercise and design activities and coordinate these activities with the TNGDEV, CBT DEV, MATDEV, Air and Missile Defense Operators, engineers, exercise developers, and software developers.

1.1.2 The contractor shall update and maintain a Master Integrated Training Strategy Schedule (MITSS) identifying key program activities, and shall depict integration of Government and prime contractor activities, Missile Defense Agency (MDA) BMDS exercises, and software development and integration. The MITSS shall identify all required activities to ensure critical actions and products are completed to meet requirements for the THAAD Program. The MITSS shall be developed and maintained with the objective of mitigating or minimizing risks to the THAAD Program.

1.1.3 The contractor shall conduct analysis and provide support to the THAAD Project Office, Training and Doctrine Command (TRADOC) System Manager (TSM) Upper Tier, and USAADASCH Director of Training and Doctrine (DOTD) in designing and developing the following documents:

a. The contractor shall develop a revised (draft FM 44-91) THAAD Operations Tactics, Techniques, and Procedures (TTP) manual. The contractor shall develop this product in accordance with Training and Doctrine Command (TRADOC) Regulations 350-70 (Systems Approach to Training Management, Processes, and Products) and 25-30 (Preparation, Production, and Processing of Armywide Doctrinal and Training Literature) as directed by USAADASCH. Products shall be developed using the Automated Systems Approach to Training (ASAT) software. Contractor formatted products are not acceptable.

b. The contractor shall develop revised Crew Drills for the THAAD Command, Control, Battle Management and Communications (C2BMC), Radar, and Launcher equipment. It is anticipated that there will be a requirement for seventeen (17) individual drills (based on UOES/PDRR experience). That number could change based on the new THAAD system design. The contractor shall develop these products in accordance with TRADOC Regulation 350-70 and TRADOC Pamphlet 350-70-1 (Guide for Developing Collective Training Products) as directed by USAADASCH. Products shall be developed using the ASAT software. Contractor formatted products are not acceptable.

c. The contractor shall develop revised Soldier's Manuals for THAAD Soldiers in Military Occupational Specialties (MOS) 14E (Radar), and 14T (Launcher) as well as a new THAAD Soldier's Manual for MOS 14J (C2BMC). The contractor shall develop these products in accordance with TRADOC Regulation 350-70 and TRADOC Pamphlet 350-70-1 as directed by USAADASCH. Products shall be developed using the ASAT software. Contractor formatted products are not acceptable.

d. The contractor shall develop a revised THAAD Mission Training Plan. The contractor shall develop this product in accordance with TRADOC Regulation 350-70 and TRADOC Pamphlet 350-70-1 as directed by USAADASCH. Products shall be developed using the ASAT software. Contractor formatted products are not acceptable.

e. The contractor shall develop a THAAD Master Gunner's Course in accordance with TRADOC Regulation 350-70, TRADOC Pam 350-70-2 (Multimedia Courseware Development Guide), and guidance provided by the Division Chief, USAADASCH DOTD Warrior Division. Products shall be developed using the ASAT software. Contractor formatted products are not acceptable.

f. The contractor shall provide a detailed plan for product development for USAADASCH approval not later than 90 days after contract award. Contractor format acceptable.

g. Upon completion of the contract, all databases developed in support of training products will be delivered to USAADASCH in electronic media unless directed otherwise by the THAAD Project Office and USAADASCH.

1.1.4 The contractor shall conduct THAAD Training Development Trade Studies to evaluate and define best value approaches to Total System Life Cycle Training. The studies shall define the necessary program management, system management, system engineering and training development management, to evaluate, plan, and coordinate all strategic aspects of the THAAD Training program to ensure it capitalizes Element capabilities. The contractor shall support the planning required to implement an integrated training program with the prime contractor, USAADASCH, and MDA to include recommended facilities, programs, personnel, and training devices. The contractor shall develop alternatives and provide recommendations to include timelines, defining roles and responsibilities, and develop the overall concept of operation for an integrated training program. The contractor will be intimately familiar with THAAD system capabilities and make recommendations to the appropriate Program Directorate on system performance and capabilities for future development.

1.1.5 The Contractor shall perform trade studies in support of BMDS and THAAD mission analysis, force on force analysis and provide recommendations to MATDEV and CBTDEV. The contractor shall develop alternatives and provide recommendations to include timelines, benefits and contributions of THAAD to BMDS and develop the overall concept of operation for various and multiple vignettes.

1.2 Interfaces with other Agencies

1.2.1 The contractor shall interface, as required with the THAAD prime contractors, Missile Defense Agency, Strategic Command (STRATCOM), Joint Theater Air and Missile Defense Organization (JTAMDO), USAADASCH, Lockheed Martin Space Systems Company and other SETA contractors in performance of this task order.

1.2.2 As required, the contractor shall provide an onsite individual (s) to assist USAADASCH-DOTD with revising and developing documents.

1.2.3 The contractor will participate in the Integrated Product Team (IPT) meetings, coordination conferences and other meetings as required by the THAAD Logistics Directorate. The contractor shall provide/conduct In Process Reviews (IPR) in accordance with a mutually (TPO, USAADASCH, contractor) agreed upon schedule and format. All IPRs will be conducted at Fort Bliss, Texas. Contractor format acceptable.

B PERIOD OF PERFORMANCE

PERIOD OF PERFORMANCE: 01 Dec 04 – 23 Apr 07

C KEY PERSONNEL

KEY PERSONNEL:**D DELIVERABLES****DELIVERABLES:**

Item/Title	CDRL#	# Copies	Delivery Date
Task Order Management Plan	A001	1 *	Per CDRL
Status Report	A002	1*	As Required
FMER	A003	1 *	Per CDRL
Interim Technical Report	A004**	1	As Required
Final Technical Report	A005	1 *	23 APR 07
Conference Minutes	A006	1	Per CDRL
Data Accession List	A007	1	Per CDRL

* Plus Electronic Version.

** Documents required under A004:

<u>Document</u>	<u>Initial Draft</u>	<u>Final Draft</u>	<u>Remarks</u>
Draft 44-91 (Radar TTP Annex)	30 Jan 05	30 Apr 05	Supports radar early activation requirement Reference SOW paragraph 1.1.3a.
FM 44-91	30 Jan 06	30 May 06	Supports Blk 06 fielding Reference SOW paragraph 1.1.3a.
Crew Drills (Radar)	30 Feb 05	30 Apr 05 (rev 1) 30 May 06 (Final Revision)	Supports radar early activation and Blk 06 Fielding. Reference SOW paragraph 1.1.3b.
Crew Drills (C2BMC)	30 Jan 05	30 Apr 05 (rev 1) 30 May 06 (Final Revision)	Supports radar early activation and Blk 06 Fielding. Reference SOW paragraph 1.1.3b.
Crew Drills (Launcher)	30 Jan 06	30 Apr 06 (rev 1) 30 May 06 (Final Revision)	Supports radar early activation/Blk 06 Fielding Reference SOW paragraph 1.1.3b.
Soldiers Manual (14E, 14J, 14T)	30 Jan 07	23 Apr 07	Supports Blk 06 Fielding. Reference SOW paragraph 1.1.3c.

THAAD MTP	30 Oct 05	30 Oct 06 (rev1) 23 Apr 07 (Final Revision)	Priority to products that supports the Radar. Reference SOW paragraph .1.3d.
THAAD Master Gunner's Course		23 Apr 07	Supports Institutional Training. Reference SOW paragraph 1.1.3e.
Product Development Plan		90 days after award	Reference SOW paragraph 1.1.3f.

All products will be delivered in electronic and hardcopy (3 copies) media unless directed otherwise by the THAAD Project Office and USAADASCH.

The documents requiring revision (reference SOW paragraphs, 1.1.3a, b, c, and d) are available electronically and will be provided upon request.

All contractor deliverables will be IAW US Army TRADOC Regulation 350-70 and 25-30 and TRADOC Pamphlet 350-70-1 and 350-70-2. TRADOC Regulations can be found at the following website in both .pdf and msword format.

<http://www.tradoc.army.mil/tpubs/regndx.htm>

The TRADOC Pamphlets can be found at:

<http://www.tradoc.army.mil/tpubs/pamndx.htm>

E 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 Contracting Officer. Under no circumstance shall the contractor incur travel costs in excess of the NTE amount stated herein. **NTE: \$50,000**

F MATERIAL

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 SPECIAL INSTRUCTIONS

PECIAL INSTRUCTIONS:

Cost data shall be segregated/vouchered/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 FY05 through FY07 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.

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: 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).

20% Government Site

H DISTRIBUTION

DISTRIBUTION:

TASK ORDER MONITOR: [REDACTED]

MAILING ADDRESS: [REDACTED]

PROGRAM MANAGEMENT POC: [REDACTED]

MAILING ADDRESS OF PROGRAM MANAGEMENT POC: [REDACTED]

PROGRAM ANALYST POC: [REDACTED]

MAILING ADDRESS OF PROGRAM ANALYST POC: [REDACTED]

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9750400.2501 BM-THAD 40603881C00.0707 255Y TH5KIN8AA1 S01021 TH5KIN8AA1/5THEMD/TH0000
AMOUNT: \$750,000.00