

ORDER FOR SUPPLIES OR SERVICES

| | | | | |
|--|--|---|---|-------------|
| 1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. DASG60-02-D-0015 | 2. DELIVERY ORDER/ CALL NO. 004701 | 3. DATE OF ORDER/CALL (YYYYMMDD) 2005 May 10 | 4. REQ./ PURCH. REQUEST NO. TH5SRE1GA1-01 | 5. PRIORITY |
|--|--|---|---|-------------|

| | | | | |
|--|-----------------------|---|-----------------------|---|
| 6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND 256-955-4985 PO BOX 1500 HUNTSVILLE AL 35807-3801 | CODE W9113M | 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) |
|--|-----------------------|---|-----------------------|---|

| | | | | |
|---|----------------------|----------|---|---|
| 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. |
|--|------|--|-----------------------|--|

| | | | |
|-------------------|----------------|-------------------------------------|---|
| 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 | \$450,000.00 |
| | 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 |
|--|--------------------|---|

| | | | |
|--|-------------------|--|---------------------------------|
| 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 | 33. AMOUNT VERIFIED CORRECT FOR |

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 | 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: TH5SRE1GA1-01 | | | | |
| | | | | MAX COST | \$450,000.00 |

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. | | | | |
| | PURCHASE REQUEST NUMBER: TH5SRE1GA1-01 | | | | |
| | | | | 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. PURCHASE REQUEST NUMBER: TH5SRE1GA1-01 | | | | | |
| 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. PURCHASE REQUEST NUMBER: TH5SRE1GA1-01 | | | | | |
| MAX COST | | | | | \$0.00 |

FOB: Destination

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

| | |
|----------------------------|-----------|
| TASK ORDER FUNDS REQUIRED | \$450,000 |
| TASK ORDER FUNDS AVAILABLE | \$160,000 |
| UNFUNDED BALANCE | \$290,000 |

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 | \$450,000 |
| *CONSULTANT TOTAL |  DPPHs | \$0 |
| T/O TOTAL LABOR |  DPPHs | \$450,000 |
| MATERIAL | NTE | \$0 |
| TRAVEL | NTE | \$0 |
| T/O TOTAL | | \$450,000 |

**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 Area Defense (THAAD) Models & Simulations (M&S) Planning and Support” Statement of Work

DESCRIPTION: .

1. The contractor shall provide an initial assessment of the THAAD M&S Program, including Planning, Management, Organization and Execution; suggest modifications that would lead to a highly coordinated & efficient M&S program within the structure and constraints of the THAAD Program, and assist the THAAD M&S Manager with the implementation of all approved modifications.
2. The contractor shall support the
 - a. development of plans to continually integrate and synchronize the THAAD simulation activities,
 - b. evaluation of simulation requirements,
 - c. correlation of system verification and analysis requirements to the simulations.
 - d. evaluation of proposed Missile Defense Agency M&S Guidelines,
 - e. preparation of M&S-related briefings, recommendations, and responses to information requests
3. The contractor shall suggest and support updates & revisions to the THAAD Simulation Support Plan to address the changing requirements at the THAAD program level. The contractor shall support the necessary coordination with the Army Test and Evaluation Center (ATEC) in the development of their Capability Assessment Plan(s) for THAAD.
4. The contractor shall provide support for planning and organizing the THAAD Models & Simulations Working Group (MSWG) to efficiently assess and direct the THAAD M&S program. The MSWG support shall include periodic evaluation and optimization of the MSWG structure and composition to meet program requirements as they change over time. The contractor shall also support the planning, preparation, and execution of MSWG meetings, including the reporting and coordination of the action items following the MSWG Meetings.
5. The contractor shall support the management of Simulation Verification, Validation, and Accreditation (VV&A) Activities including program-level VV&A planning and evaluation of individual V&V Plans for Digital & Hardware-in-the-Loop (HWIL) simulations at the component and element level.
6. The contractor shall exchange technical information and interface with the Missile Defense Agency (MDA); Army Test and Evaluation Center (ATEC); the THAAD prime contractor, Lockheed Martin, Huntsville AL and Sunnyvale CA; the Major Subcontractors to Lockheed, including, but not limited to, Raytheon Companies, Bedford MA, Andover MA, WSMR NM, Dallas TX, Forest MS, Huntsville AL; THAAD SETA & Support contractors, including, but not limited to, the Software/Independent Verification and Validation contractor, COLSA Corporation, Huntsville AL; the THAAD SOLD contractor, Tech Masters, Huntsville, AL; Dynetics, Huntsville, AL; KBM, Huntsville AL; SPARTA, Huntsville AL and Washington DC; and other SETA contractors, as required, in the performance of this task order.

B PERIOD OF PERFORMANCE

PERIOD OF PERFORMANCE: 10 MAY 2005 – 23 APRIL 2007

C KEY PERSONNEL

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 |
| Interim Technical Report | A004 | 1 */** | 90 days after T/O Award |
| Final Technical Report | A005 | 2 */** | 23 April 2007 |
| Quarterly Transmittal Listing | 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 TRAVEL

ESTIMATED TRAVEL: 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: \$ 0

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

SPECIAL 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, FY06, and 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 will be made available at the issuance of this task for use in performance of this Task Order:

- a. The THAAD Simulation Support Plan
- b. Other existing THAAD documents required for the execution of this Task Order.

H DISTRIBUTION

DISTRIBUTION:

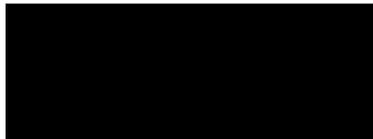
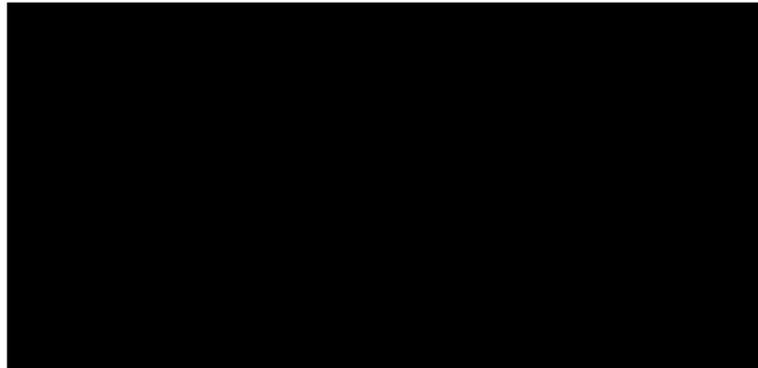
TASK ORDER MONITOR:

MAILING ADDRESS:

PROGRAM MANAGEMENT POC:

MAILING ADDRESS OF PROGRAM MANAGEMENT POC:

PROGRAM ANALYST POC:



Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9750400.2501 BM-THAD 40603881C00.0707 255Y TH5SRE1GA1 S01021 TH5SRE1GA1/5THEMD/TH00000
AMOUNT: \$160,000.00