

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. DASG60-02-D-0015	2. DELIVERY ORDER/ CALL NO. 004803	3. DATE OF ORDER/CALL (YYYYMMDD) 2005 Oct 07	4. REQ./ PURCH. REQUEST NO. W91B2L4273N048A	5. PRIORITY DX-A2
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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
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8. DELIVERY FOB

DESTINATION
 OTHER

(See Schedule if other)

9. CONTRACTOR L3 COMMUNICATIONS CORP L-3 SYSTEMS COMPANY 1 FEDERAL ST CAMDEN NJ 08103	CODE 1BRA6	FACILITY	CODE	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
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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 182268 COLUMBUS OH 43218-2268	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	X	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		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)
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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 \$2,025,000.00
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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
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f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
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36. I certify this account is correct and proper for payment.

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	34. CHECK NUMBER
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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: W91B2L4273N048A				
				MAX COST	\$1,980,000.00

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: W91B2L4273N048A				
				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.

PURCHASE REQUEST NUMBER: W91B2L4273N048A

MAX COST \$5,000.00

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.

PURCHASE REQUEST NUMBER: W91B2L4273N048A

MAX COST \$40,000.00

FOB: Destination

BLOCK 17/BLOCK 18 CONTINUED

TASK ORDER FUNDS REQUIRED: \$ 2,025,000

TASK ORDER FUNDS AVAILABLE: \$ 350,000

UNFUNDED BALANCE: \$ 1,675,000

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 circumstances 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 DPPD"

	DPPHS ORDERED	NTE AMOUNT
FIXED-PRICE LABOR TOTAL	██████████ DPPHS	\$ 1,980,000
*CONSULTANT TOTAL	DPPHS	\$ 0
T/O TOTAL LABOR	██████████ DPPHS	\$ 1,980,000
MATERIAL	NTE	\$ 5,000
TRAVEL	NTE	\$ 40,000
T/O TOTAL		\$ 2,025,000

* 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

DESCRIPTION: “Force Development Support for U.S. Army Space and Missile Defense Command (SMDC) Future Warfare Center Directorate of Combat Development (FWC-DCD)”

1.0 **General:** Today’s US Army is the largest user of space-based information and capabilities – including position and navigation, weather & environmental monitoring, intelligence, surveillance, communications, and early warning. Space is continuing to mature as a military medium, and the capability and quantity of both civil and commercial systems with military utility are significantly increasing along with the use of national space assets to support conventional military operations. In September 2001, SMDC presented a Space Force Management Analysis (FORMAL) review to the US Army Vice Chief of Staff Army (VCSA) and received explicit guidance for the way ahead in integrating Space and Space Forces into the Army. During Fiscal Year (FY) 2002, SMDC developed and gained approval for force designs for the Space and Satellite Control (SATCON) battalions, and successfully resourced the structures through Total Army Analysis (TAA) 09. The continuing implementation of the Space FORMAL decisions requires significant Force Management support in all areas (Combat Development, Force Development, and Force Integration) to succeed.

The Space and Missile Defense Command is the Army’s specified proponent for space, and is responsible for the Joint and Army-wide coordination and integration of all space issues. SMDC directs the development of the Army Space Master Plan (ASMP) and assists in the development and management of certain Army space-related programs. SMDC interfaces with DoD, Joint Staff, Headquarters Department of the Army (HQDA), and a myriad of other agencies to address space-related programs, projects, and issues. SMDC is responsible, in conjunction with TRADOC, for ensuring the US Army’s Space requirements are properly addressed. SMDC is the combat developer, force developer, and force integrator for Space.

1.1 **Scope:** The contractor shall provide Force Management support inclusive of Combat Development, Force Development, Force Design, and Force Integration. This entails assisting in the development, coordination, and execution of US Army’s Space and Ground-Based Midcourse Defense (GMD) Force Management activities required for planning, developing, and integrating Space and GMD Forces into the US Army. Additionally, the contractor shall provide technical expertise on Force Management processes, inclusive of Joint Staff, HQDA, and U.S. Army Training and Doctrine Command (TRADOC) processes.

2.0. **Task Order Management.** The contractor shall assist the Government with the formulation, coordination, validation, and maintenance of information and products which will contribute to defining and developing the comprehensive strategy for all SMDC Force Management activities. The contractor shall provide any needed administrative support to efforts performed by contractors under this task order working in the contractor’s facility. The contractor shall travel as necessary to provide required support at meetings and higher level reviews. The contractor shall provide and maintain a single point of contact (POC) for all technical and procedural matters related to the execution of this task order. The contractor shall ensure analysis, procedures, requirements, and authorizations development are in compliance with TRADOC, HQDA, and any other applicable regulations and directives.

2.1. Risk Management: The contractor shall provide risk management support and avoidance by:

- a. Accuracy in identifying requirements for the maximum use of US Army and Joint Space systems to support full spectrum operation.
- b. Being responsive upon receipt of notification and urgency to provide requirements to Joint Services, HQDA, MDA/GMD, SMDC, and TRADOC.
- c. Be cognizant of changes to force management processes, potential problems, and provide the Government with options to mitigate impact to SMDC programs.

3.0 **Space and GMD Force Management**. The contractor shall assist SMDC in all Space Force Management activities including the development, coordination, and identification the requirements for planning, developing, and integrating Space and GMD Forces into the Army, inclusive of, but not limited to, the following:

3.1 Doctrine, Organization, Training, Materiel, Leadship Development, Personnel and Facilities (DOTMLPF): The contractor shall support the comprehensive analysis of the DOTMLPF domains needed to validate all space and GMD requirements. The contractor shall assist in the horizontal and vertical integration of these requirements within the US Army. The contractor shall support the development and staffing of requirements documents (e.g., Organization and Operations (O&O) Plans) for organizational solutions derived from DOTMLPF analysis.

3.2. The contractor shall assist with the review, analysis, identification, and integration of material and organizational requirements documents into Space and GMD Organizations and Forces.

3.3. The contractor shall assist with the development and staffing of Force Design Updates (FDUs) and Unit Reference Sheets (URs) for Space and GMD organizations.

3.4. The contractor will provide review, analysis, and input for requirements documents (e.g., Tables of Organization and Equipment (TO&Es)), authorizations documents (e.g., Modified TO&Es (MTO&Es)), and Tables of Distribution and Allowance (TDA) for Space and GMD forces.

3.5. The contactor shall provide inputs into the Manpower Requirements Criteria development process to support Space and GMD force structure to include the US Army Occupational Classification and Structure processes which will address Space and GMD requirements.

3.6. The contractor shall maintain and update all documentation, reports, analyses, when appropriate. Such activities shall include briefings, technical reports, analyses, and meeting/conference agendas/minutes.

4.0. **Participate in Force Management Activities, Which May Affect SMDC Interests**: The contractor shall review, analyze, and provide inputs and/or recommendations into SMDC strategies in the following areas:

4.1. Review and analysis of other DoD service proponent FDUs, requirements documents, and authorizations documents.

4.2. Participate in, or review the results of other DoD Service proponent Force Management Analyses (FORMALS).

4.3. Review and analyze recommendations identified and tracked in the Total Army Analysis (TAA), SMDC Command Plan, and Quadrennial Defense Review (QDR) processes.

4.4. The contractor shall assist the Government in the support, development, and resolution of personnel proponency issues, to include both officer and enlisted soldiers. The contractor shall support the completion of an on-going Program Development Skill Identifier study to examine, analyze, and provide recommendations for the enlisted force in Special Resource Code (SRC) 40 organizations. This includes involvement in the implementation of the US Army Space Cadre FORMAL.

4.5. Review, analyze, and compare the force design and personnel proponency issues related to Joint Functional Component Commands to U.S. Strategic Command (USSTRATCOM).

4.6. Review and analyze the Missile Defense Agency (MDA) processes which may affect US Army force development and personnel proponency activities.

5.0 **Input to Overarching Space and Ballistic Missile Defense System (BMDS) Requirements Documents**: The contractor shall:

- 5.1. Provide technical expertise on the force management aspects of the Joint Capabilities Integration and Development System (JCIDS) process, as implemented by the Joint Staff, HQDA, and TRADOC as well as the analogous processes used by MDA.
- 5.2. Provide force management support to the development of overarching concept and requirements documents for Space and BMDS (e.g., Initial Capability Documents (ICDs), Capability Development Documents (CDDs), and Capability Production Documents (CPDs), etc.)
- 5.3. Provide input as necessary to ensure completed requirements documents remain current as the US Army transforms.
- 6.0. **Army Master Plan** The contractor shall:
- 6.1. Maintain and support the manpower portions of the US Army Space Master Plan (ASMP), with revisions as directed by the Task Order Monitor (T/OM).
- 6.2. Provide subject matter expertise in various aspects of US Army Space operations to draft, review, and/or resolve comments to various sections of the draft ASMP.
- 6.3. Provide support to coordinate overall development of the various sections of the ASMP and to identify schedule slippage and possible corrective action.
- 6.4. Provide graphics support to publication of the final ASMP.
- 6.5. Maintain and support the Space and/or GMD portions of any other Master Plan addressing US Army force structure.

B POP

PERIOD OF PERFORMANCE: Date of T/O Award – 23 April 2007.

C KEY PERS

KEY PERSONNEL:

**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

Status Report	A002	1 *	Quarterly
FMER	A003	1 *	Per CDRL
Interim Technical Analyses	A004	1 *	As Required by T/OM
FY06 Summary Technical Report	A004	1 *	30 Sep 06
FY07 Final Technical Report	A005	1 *	23 Apr 07
Conference Minutes	A006	1	Per CDRL
Quarterly Transmittal Listing	A007	1	Per CDRL

* Plus Electronic Version.

E TVL

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: \$40,000.**

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: \$5,000.**

G SPEC INST

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 FY06 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.

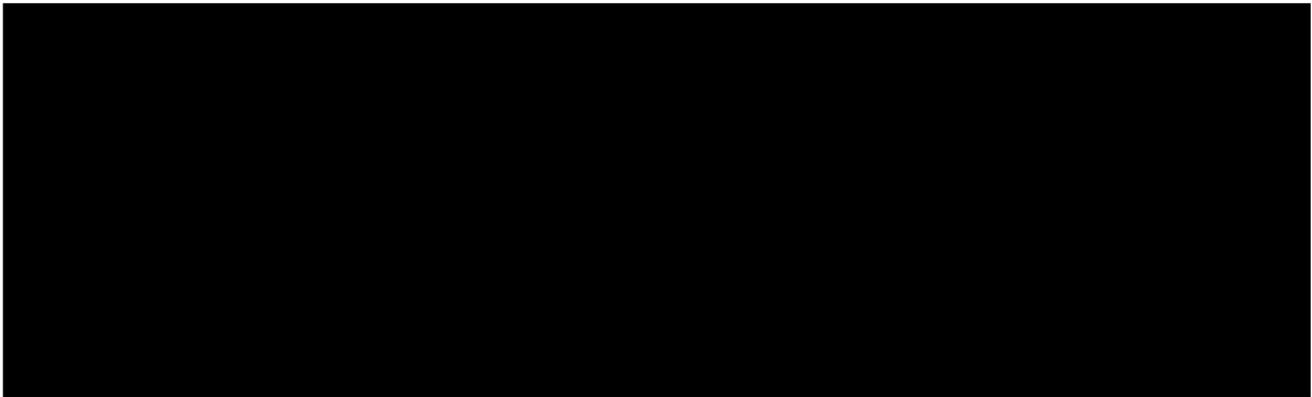
On-Site Requirements: If required to work on-site at the government location, the contractor will have access to office space, equipment, and information required to perform the task order (as determined to be necessary and available by the task order monitor).

SOW Para 2 50% Government Site
SOW Para 3 50% Government Site
SOW Para 4 15% Government Site
SOW Para 5 15% Government Site
SOW Para 6 10% Government Site
SOW Para 7 25% Government Site

The following contract clauses are applicable to this task order: FAR 52.228-3, Worker's Compensation Insurance (Defense Base Act); FAR 52.228-4, Workers Compensation and War Hazard Insurance Overseas; DFARS 252.228-7000, Reimbursement for War Hazard Losses; DFARS 252.228-7003 – Capture and Detention; DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States; DFARS 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country; and Section H clauses entitled "Contingency/War Clause" and "Services Furnished by the Government". Prior to the contractor deploying any employee outside the Continental United States (OCONUS) into an area of operations in support of a contingency operations or exercise under this task order; the contractor shall coordinate a Risk Assessment Plan (including a liability estimation) with the SETAC Contracting Officer.

H DIST

TASK ORDER DISTRIBUTION:



Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 21620400000 3622276433089900025716HWD3KW91B2L5279K0026HWD3K0001021
AMOUNT: \$145,000.00

AB: 9760400250136222740603882C002571W91B2L5302K0086HWD5K001021
AMOUNT: \$130,000.00

AC: 21620400000362227643305TR4002571W91B2L530870136HWD4K001021
AMOUNT: \$75,000.00