

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. DASG60-02-D-0009	2. DELIVERY ORDER/ CALL NO. 001528	3. DATE OF ORDER/CALL 2002 Apr 24	4. REQ./ PURCH. REQUEST NO. Y3-2-36108Y3-01	5. PRIORITY DX-A2
--	--	---	--	-----------------------------

6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001	CODE S0107A	8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)
--	-----------------------	--	-----------------------	--

9. CONTRACTOR BAE SYSTEMS ANALYTICAL SOLUTIONS INC 1525 PERIMETER PKW, STE 500 HUNTSVILLE AL 35806	CODE OJLS6	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 DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS OH 43218-2264	CODE HQ0338	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 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)
<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 \$24,765,000.00
			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.	28. DO VOUCHER NO.	30. INITIALS	33. AMOUNT VERIFIED CORRECT FOR
		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	34. CHECK NUMBER

36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____					
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: Y3-2-36108Y3-01				
				MAX COST	\$23,863,000.00

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: Y3-2-36108Y3-01				
				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: Y3-2-36108Y3-01

MAX COST

\$7,000.00

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. 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: Y3-2-36108Y3-01

MAX COST

\$895,000.00

FOB: Destination

BLOCK 17/BLOCK 18 CONTINUED

BLOCK 17 (DD1155) CONTINUED:

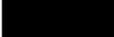
TASK ORDER FUNDS REQUIRED \$24,765,000

TASK ORDER FUNDS AVAILABLE \$12,196,726

UNFUNDED BALANCE \$12,568,274

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	\$23,863,000
*CONSULTANT TOTAL	 DPPHs	\$ 0
T/O TOTAL LABOR	 DPPHs	\$23,863,000
MATERIAL	NTE	\$ 7,000
TRAVEL	NTE	\$ 895,000
T/O TOTAL		\$24,765,000

* 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

"SITE ACTIVATION COMMAND (SAC) ACQUISITION " STATEMENT OF WORK

1.0 GENERAL: The focus of this acquisition requirement is on the approved Ground-Based Midcourse Defense (GMD) 2004 Test Bed System and future GMD capabilities as they relate to Site Activation. The contractor shall participate, as directed, in Technical and Programmatic Reviews, working groups, and integrated product teams. The contractor personnel shall travel as directed by the technical monitor to execute this task.

2.0. ACQUISITION AND PLANNING SUPPORT: The contractor shall provide acquisition planning support to the GMD Site Activation Directorate (GMS). Additionally, the contractor shall support GMS in the oversight of the 2004 Test Bed Acquisition - activities performed by the GMD system prime contractor. The contractor shall support GMS in the oversight of the GMD prime contractor acquisition, emergency operation and future GMD capabilities as they relate to Site Activation. The contractor shall assist with the development of GMS inputs by supporting program plans and documents including but not limited to documentation such as the Capstone Site Activation Plan (CSAP) and Systems Acceptance and Turnover Plan (SATP). The contractor shall support the GMS by reviewing various program documentation. In addition, the contractor shall review and assist with technical assessment of GMD system prime contractor program documentation to GMS and provide assistance to the development of the said documentation as directed by the technical monitor. The contractor shall provide, as directed, non-design assistance to facilities, siting, and environmental activities for all current and future GMD sites and tactical and non-tactical facility designs. This assistance shall ensure that proper consideration is given to programmatic and system life cycle management. The contractor shall support government oversight of the GMD system prime contractor's execution of the acquisition planning and future GMD capabilities requirements. The contractor shall assist, as directed, with draft Government inputs to the GMD Prime documents.

The contractor shall support GMS, as directed, in preparing appropriate documentation of the Service System Acquisition Review Councils, and Defense Acquisition Board activities. The contractor shall provide support in the development of JPO internal program documentation such as, but not limited to, Program Management Reviews, Program Execution Plans, Budget, and Missile Defense Activation Rehearsal and Training (MDART) Exercises. The contractor shall participate in internal and external review teams such as Tiger Teams, Red Teams, acquisition planning, contract strategy, and CAIV Study teams. The contractor shall develop and support reports, processes, briefings, and procedures for operations support functions, status review meetings and other similar functions. The frequency, media and formats for these products shall be defined by the government, as required.

3.0. COST ANALYSIS REQUIREMENTS DOCUMENT (CARD): The contractor shall support GMS in the development, analysis, update, and integration of GMS requirements into the GMD System CARD.

4.0. STRATEGIC SYSTEM ACCEPTANCE, TURNOVER, TRANSITION, AND FIELDING: The contractor shall support the development of GMD plans and documents for the 2004 Test Bed and any other future GMD capabilities. This support shall include assistance in coordinating participation by JPO, User, and other Government agencies. This support shall enhance consistency between the government's and the GMD Prime Contractor's transition, turnover, and acceptance planning activities. The contractor shall participate, as directed, in technical and programmatic reviews, working groups, and integrated product teams to successfully accomplish this task.

5.0. INTEGRATED SCHEDULING: The contractor shall support the Site Activation Schedule Working Group (SASWG) for the development and maintenance of an integrated schedule for the activation of the 2004 Test Bed and any future GMD capabilities as they relate to site activation. The contractor shall document the IPT processes and procedures for the SASWG and as directed by GMS. The contractor shall support the GMD and its subordinate components in developing, coordinating, maintaining and integrating an integrated schedule(s) for site activation and future GMD capabilities. The contractor shall support schedule and network development and integration, status the schedule, interface with and provide the integrated schedule(s) to the JDOC, SAC-Module,

'war' rooms, and smart books. The contractor shall determine Impact Assessment and Risk Analysis, and perform "What if" scenarios to determine feasible corrective courses of action. The contractor shall maintain configuration control (including baseline management) of the integrated schedule(s). The contractor shall schedule Working Group IPRs, coordinate agenda and action items and determining suspense dates and collect data from JPO elements as directed by GMS.

The contractor shall support the development of the GMS government only portion of the GMD Joint Master Schedule (JMS). The contractor shall conduct analyses of the entire JMS to assist in schedule deconfliction, completeness and sufficiency. This analysis shall be focused on ensuring the JMS is an effective tool for GMS to effectively manage the GMD Test Bed and other GMD programs as they relate to site activation. The contractor shall support GMS in developing and maintaining effective lateral communications with the prime contractor elements, the U.S. Army Corps of Engineers (USACE), and GMD counterparts to ensure the development of an integrated JMS. The contractor shall provide updated JMS documentation to GMS personnel as directed. The contractor shall provide GMS with analysis and integration of the GMD prime contractor, and USACE contractor's Integrated Master Schedule (IMS) schedules and provide input from these schedules to the JMS. The contractor shall assist in the management of a GMS level JMS change control process. The contractor shall participate, as directed, in technical and programmatic reviews, working groups, training exercises and integrated product teams to successfully accomplish this task.

6.0. CONTRACT DATA REQUIREMENTS LIST (CDRL) and AUTOMATED DATA PRODUCT (ADP) ANALYSIS: The contractor shall provide GMS and government agencies supporting GMS with the analysis and integration of the prime contractor and other program contractors CDRLs and ADPs as directed. The contractor shall plan, coordinate, and conduct CDRL and ADP analysis training for all GMS personnel as required. The contractor shall participate in technical and programmatic reviews, working groups and integrated product teams as required to successfully accomplish this task.

7.0 RISK MANAGEMENT: The contractor shall support GMS in the development, coordination, and execution of their portion of the GMD Risk Management Program.

PERIOD OF PERFORMANCE

PERIOD OF PERFORMANCE: 24 Apr 02 –23 Apr 07

KEY PERSONNEL

KEY PERSONNEL: [REDACTED]

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

D&S Risk Management Assessment	A004	3	As Required
Draft Programmatic Documentation	A004	3	As Required
Draft CARD Updates	A004	3	As Required
Draft CSAP Review Inputs	A004	3	As Required
Draft STAP Review Inputs	A004	3	As Required
Schedule Summary Book	A004	1**	As directed by the Task Order Monitor
Final Technical Report	A005	1*	23 Apr 05
Data Accession List	A007	1	Per CDRL

* Plus Electronic Version.

** Electronic Version Only.

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 circumstances shall the contractor incur travel costs in excess of the NTE amount stated herein. NTE \$895,000

MATERIALS

ESTIMATED COST FOR MATERIALS AND/OR SPECIAL TEST EQUIPMENT: Except as stated herein, 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. The contractor can purchase consumable materials up to \$500 in support of this task order without written authorization or approval from the task order monitor and/or the contracting officer. Under no circumstances shall the contractor incur materials costs in excess of the NTE amount stated herein. NTE: \$ 7,000

SPECIAL INSTRUCTIONS

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. 11, dated 28 January 2003, is hereby incorporated (0015-09) 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 the 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:

Government furnished lodging where and when available at Fort Greely, AK , Anchorage, AK and Vandenberg AFB, CA.

Motor vehicles in Alaska, and California, which have been leased by the GMD Program Office and specifically identified and approved by the government Task Order Monitor for use by the contractor during performance of this task order.

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).

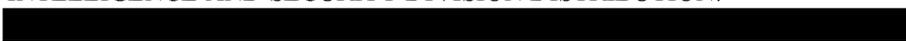
The following contract clauses are applicable to this task order: FAR 52.228-3, Worker's Compensation Insurance (Defense Base Act); FAR 52.228-4, Workers Compensation and War Hazard Insurance Overseas; DFARS 252.228-7000, Reimbursement for War Hazard Losses; DFARS 252.228-7003 – Capture and Detention; 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 United States in support of this task order, the contractor shall coordinate a Risk Assessment Plan (including a liability estimation) with the SETAC Contracting Officer.

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.

Effort completed under this T/O requires access to Special Compartmental 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 Compartmental 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.

DISTRIBUTION

INTELLIGENCE AND SECURITY DIVISION DISTRIBUTION:



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

TASK ORDER DISTRIBUTION:

TASK ORDER MONITOR(T/OM):

[REDACTED]

[REDACTED]

T/OM MAILING ADDRESS:

[REDACTED]

[REDACTED]

ALTERNATE T/OM:

[REDACTED]

[REDACTED]

ALTERNATE T/OM MAILING ADDRESS:

[REDACTED]

[REDACTED]

PROGRAM MANAGEMENT POC:

[REDACTED]

[REDACTED]

MAILING ADDRESS OF PROGRAM MANAGEMENT POC:

[REDACTED]

[REDACTED]

ALTERNATE PROGRAM MANAGEMENT POC:

[REDACTED]

[REDACTED]

MAILING ADDRESS OF ALTERNATE PROGRAM MANAGEMENT POC:

[REDACTED]

[REDACTED]

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9720400.2501 2BM-NMD1 40603882C00.36-255Y Y3-2-36108Y3 S01021 Y3-2-36108Y3/2Y3012/Y3
COST 000000000000
CODE:
AMOUNT: \$2,056,044.00

AB: 9710400.2501 BM-NMD1 40603871C.2408-255Y Y3-1-408X2Y3 S01021 Y3-1-408X2Y3/1Y3408/Y3
COST 000000000000
CODE:
AMOUNT: \$15,682.00

AC: 9720400.2501 2BM-NMD1 40603882C.40-255Y Y3-2-40108Y3 S01021 Y3-2-40108Y3/2Y3012/Y3
COST 000000000000
CODE:
AMOUNT: \$600,000.00

AD: 9730400.2501 3BM-NMD1 40603882C00.3012-36 25FB/255Y YC336101YC S01021 YC336101YC/3Y3600/YC
AMOUNT: \$3,398,000.00

AE: 9730400.2501 3BM-NMD1 40603882C00.3012-34 25FB/255Y YC334101YC S01021 YC334101YC/3Y3400/YC
AMOUNT: \$396,000.00

AF: 9740400.2501 4BM-NMD1 40603882C00.0808-36 25FB/255Y YC436301YC S01021 YC436301YC/4Y3600/YC
AMOUNT: \$3,959,000.00

AG: 9740400.2501 4BM-NMD1 40603882C00.0808-34 25FB/255Y YC434302YC S01021 YC434302YC/4Y3400/YC
AMOUNT: \$404,000.00

AH: 9730400.2501 3BM-NMD1 40603882C00.3012-87 25FB/255Y YD387100YD S01021 YD387100YD/3Y8700/YD
AMOUNT: \$25,000.00

AJ: 9740400.2501 3BM-NMD1 40603882C00.0808-87 25FB/255Y YD487101YD S01021 YD487101YD/4Y8700/YD
AMOUNT: \$187,000.00