

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. DASG60-02-D-0009	2. DELIVERY ORDER/ CALL NO. 002725	3. DATE OF ORDER/CALL 2002 Apr 24	4. REQ./ PURCH. REQUEST NO. SB2A720300-01	5. PRIORITY DX-A2
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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
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8. DELIVERY FOB

DEST
 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
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12. DISCOUNT TERMS

13. MAIL INVOICES TO THE ADDRESS IN BLOCK
See Item 15

SMALL
 SMALL DISADVANTAGED
 WOMEN-OWNED

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.
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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	<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 \$7,714,031.00
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26. QUANTITY IN COLUMN 20 HAS BEEN	27. SHIP NO.	28. DO VOUCHER NO.	29. DIFFERENCES
<input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	30. INITIALS
DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____	31. PAYMENT		33. AMOUNT VERIFIED CORRECT FOR

36. I certify this account is correct and proper for payment.	31. PAYMENT	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____	<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.
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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: SB2A720300-01				
				MAX COST	\$6,999,797.00

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: SB2A720300-01				
				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: SB2A720300-01

MAX COST \$336,388.00

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: SB2A720300-01

MAX COST \$377,846.00

FOB: Destination

BLOCK 17/BLOCK 18 CONTINUED

TASK ORDER FUNDS REQUIRED \$ 7,714,031

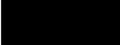
TASK ORDER FUNDS AVAILABLE \$ 7,706,634

UNFUNDED BALANCE \$ 7,397

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	\$ 6,999,797
*CONSULTANT TOTAL	 DPPHs	\$ 0
T/O TOTAL LABOR	 DPPHs	\$ 6,999,797
MATERIAL	NTE	\$ 336,388
TRAVEL	NTE	\$ 377,846
T/O TOTAL		\$ 7,714,031

**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

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
Final Technical Report	A005	1 *	31 OCT 05
Data Accession List	A007	1	Per CDRL

* Plus Electronic Version.

DISTRIBUTION

TASK ORDER MONITOR: [REDACTED]

ALTERNATE TASK ORDER MONITOR: [REDACTED]

MAILING ADDRESS: [REDACTED]

KEY PERSONNEL

The contractor shall submit as part of the overall Task Order Management Plan and their individual subtask management plan of list of any key personnel that are vital to the successful completion of the effort.

MATERIALSESTIMATED COST FOR MATERIALS/SPECIAL TEST EQUIPMENT:

The total materials NTE amount shown above shall not be exceeded. Material expenditures shall be approved electronically or in writing by the task order monitor. Specific material purchases must also be approved by the government contracting officer prior to such purchases. (This pre-approval of material purchases is not required for expenditures incurred relative to the New Mexico Gross Receipts Tax. Additionally, the T/OM may approve consumable materials, including reproduction and postage costs, up to \$1,500 per event.) NTE: \$ 336,388

PERIOD OF PERFORMANCE

24 Apr 2002 – 31 Oct 2005

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 FY02, FY03, FY04 and FY05 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.

Government Furnished Property GFP:

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

The contractor is authorized to use existing Government GSA vehicles for performance of this task order on an "as needed basis". The contractor shall comply with the requirements of 41CFR 101-39 and 41 CFR 101- 38.301-1 and the operator's packet furnished with each vehicle. Automobile Liability Insurance is required in accordance with Section H, Special Contract Requirements, paragraph H-8, entitled "Minimum Insurance Liability".

The contractor is provided automation information systems, hardware and software, in performance of this T/O.

The contractor is provided office space, furniture, and communications equipment in the performance of this T/O.

Contingency/War Clauses:

The following clauses are applicable for contractor personnel traveling to Israel in support of this task order:

FAR 52.228-3	Worker's Compensation Insurance (Defense Base Act)
DFARS 252.228-7003	Capture and Detention
DFARS 252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States

STATEMENT OF WORK

"SYSTEMS ENGINEERING AND TECHNICAL ASSISTANCE (SETA) CONTRACTOR FOR THE HIGH ENERGY LASER SYSTEMS TEST FACILITY (HELSTF)"

1.0 SubTask I – Core Support

1.1 HELSTF Systems Engineering and Technical. The Contractor shall serve as the High Energy Laser Systems Test Facility HELSTF Systems Engineering and Technical Assistance Contractor (SETAC). The contractor shall coordinate with the Government in generating standards for site operations and to identify possible efficiencies, which could be implemented.

- 1.1.1 Technical program planning and control
- 1.1.2 Work Breakdown Structure and Specification Tree
- 1.1.3 Assignment of Responsibility and Authority
- 1.1.4 Resource Allocation
- 1.1.5 Program Risk Analysis
- 1.1.6 Technical Performance Measurement
- 1.1.7 Engineering Specialty Integration
 - 1.1.7.1 Configuration Management
 - 1.1.7.2 Technical Data Management
 - 1.1.7.3 Reliability
 - 1.1.7.4 Testability/Maintainability
 - 1.1.7.5 Quality Assurance
 - 1.1.7.6 Safety Engineering
 - 1.1.7.7 Logistics Support
 - 1.1.7.8 Value Engineering
 - 1.1.7.9 Personnel Requirements, Human Engineering/Human Factors

1.2 The contractor shall provide input to the HELSTF Master Schedule.

1.3 The contractor shall comply with all local, state, and federal environmental laws and regulations during the execution of their efforts at HELSTF. Contractor shall participate in the Environmental Quality Control Council (EQCC) and shall fully comply with SMDC and HELSTF environmental policies and procedures.

1.4 The contractor shall provide security services, including studies, inspections, security planning and procedures development, and analyses relating to site security and test operations.

1.5 The contractor shall provide marketing assistance in support of test and evaluation effort to promote site capabilities and expand interservice utilization.

1.6 The contractor shall provide financial management assistance.

2.0 SubTask II – Systems Engineering

2.1 The Contractor shall provide system level engineering and management support to HELSTF.

2.2 The Contractor shall implement the government-approved System Engineering Management Plan (SEMP). The Contractor shall prepare a list of proposed implementing procedures for Government approval. When the Government has approved this list, the contractor shall prepare implementing procedures for Government approval.

- 2.2.1 These procedures may address any or all of the following processes:
 - 2.2.1.1 Tradeoff Studies
 - 2.2.1.2 Design Criteria
 - 2.2.1.3 Engineering Program Integration
 - 2.2.1.4 Interface Control
 - 2.2.1.5 Technical Documentation
 - 2.2.1.6 Program Reviews

2.2.1.7 Design Reviews

2.2.1.8 Engineering Testing

2.2.2 System Engineering Process

2.2.2.1 System/Functional Analysis

2.2.2.2 System Performance Parameters

2.2.2.3 Allocation of Resources

2.2.2.4 Synthesis

2.2.3 Equipment Engineering Process

2.2.4 Software Engineering Process

3.0 SubTask III – Configuration Management/Quality Assurance

3.1 The contractor shall provide site-wide configuration management for the HELSTF in accordance with the HELSTF Configuration Management Plan.

3.1.1 The contractor shall assist the government in determining what level of configuration management is required for HELSTF. The contractor shall develop a Configuration Management Plan based on the level of configuration management selected by the government.

3.1.2 The contractor shall prepare HELSTF Configuration Management Procedures for government approval.

3.1.3 The contractor shall conduct a HELSTF configuration audit to determine configuration documentation deficiencies and shall establish an Interface Control Working Group (ICWG). The existing ICWG Family Tree shall be updated and used to determine which subsystems are subject to the audit. A report shall be published documenting the results of the audit.

3.1.4 The contractor shall develop a library of HELSTF configuration baseline documents (drawings, schematics, specifications) which describe the current configuration of HELSTF subsystems and combined subsystems. Examples of these configuration baseline documents would be a Test Cell 1 end-to-end optical diagram, a HELSTF complete on line electrical power distribution diagram, a HELSTF Computer Control System diagram, etc. The government shall make other contractors available as required to provide technical information as needed.

4.0 SubTask IV - Safety

4.1 The contractor shall provide safety and industrial hygiene services, including studies, inspections, and analyses of safety factors relating to hazardous test facilities and test operations.

5.0 SubTask V – Meteorological Support

5.1 As directed, the contractor shall provide Meteorological Services, to include: atmospheric propagation, toxic gas transport and diffusion, meteorological support, and pre-test consultation/post-test analysis to directed energy weapons tests and technology demonstrations conducted at HELSTF. These Activities will require, but not be limited to, the following activities and report generation: HELSTF forecasts, HELSTF Lightning Advisories, HELSTF Toxic Corridor Advisories, Atmospheric Test Reports, Whole Sky Imager operations, MIRACL Test Propagation Advisories and Tethersonde Data Collection Operations.

6.0 SubTask VI – Customer/Test Support

6.1 As directed, the contractor shall prepare, coordinate, submit for Government approval, and publish system level test documentation. The system level documentation includes, but is not limited to test plans, test abstracts, test time lines, test logs and UDS Documentation.

TRAVEL

Except as stated below, the contractor has no authority to incur travel costs without explicit written approval (e-mail 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: \$ 377,846

Huntsville, AL

Albuquerque, NM

HELSTF (WSMR, NM)

Washington, DC

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 212 2040.0000 36-6020 P665605.E97-2514 SB2A720300 S01021 SB2A720300/2HHHEL/H
COST 000000000000
CODE:
AMOUNT: \$1,858,208.00

AB: 213 2040.0000 36-6020 P665605.E97-2514 SB3A720100 S01021 SB3A720100/3HHHEL/H
COST 000000000000
CODE:
AMOUNT: \$1,765,926.00

AC: 212 2040.0000 36 6020 P665605E97 2514 SB2R208300 S01021 SB2R208300/2HHRF9/H
AMOUNT: \$263,000.00

AD: 213 2040.0000 36 6020 P665605E97 2514 SB3R206000 S01021 SB3R206000/3HHRE6/H
AMOUNT: \$100,000.00

AE: 213 2040.0000 36-6020 P665605.E97-2514 SB3A750400 S01021 SB3A750400/3HHHEL/H
AMOUNT: \$655,000.00

AF: 214 2040.0000 36-6020 P665605.E97-2514 SB4A720200 S01021 SB4A720200/4HHHEL/H
AMOUNT: \$1,974,500.00

AG: 214 2040.0000 36 6020 P665605E97 2514 SB4R205800 S01021 SB4R205800/4HHR70/H
AMOUNT: \$590,000.00

AH: 214 2040.0000 36 6020 P665605E97 2514 SB4R206000 S01021 SB4R206000/4HHRD6/H
AMOUNT: \$0.00

AJ: 215 2040 0000 36 6022 665605E9700 2514 W31RPD5286SBHC 5HHHEL S01021
AMOUNT: \$500,000.00