

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. DASG60-02-D-0009	2. DELIVERY ORDER/ CALL NO. 003526	3. DATE OF ORDER/CALL 2002 Apr 24	4. REQ./ PURCH. REQUEST NO. 4T2SCH044T-00	5. PRIORITY DX-A2
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801		7. ADMINISTERED BY DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001		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 0JLS6	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.
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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 [REDACTED]	25. TOTAL \$8,500,000.00
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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	27. SHIP NO.	28. DO VOUCHER NO.	29. DIFFERENCES	30. INITIALS
DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR	

36. I certify this account is correct and proper for payment.			31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER
DATE _____	SIGNATURE AND TITLE OF CERTIFYING OFFICER _____				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: 4T2SCH044T-00				
				MAX COST	\$7,868,514.00

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: 4T2SCH044T-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: 4T2SCH044T-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: 4T2SCH044T-00

MAX COST \$631,486.00

FOB: Destination

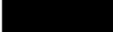
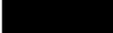
BLOCK 17/BLOCK 18 CONTINUED

TASK ORDER FUNDS REQUIRED	\$ 8,500,000
TASK ORDER FUNDS AVAILABLE	\$ 7,122,209
UNFUNDED BALANCE	\$ 1,377,791

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	\$ 7,868,514
*CONSULTANT TOTAL	 DPPHs	\$ 0
T/O TOTAL LABOR	 DPPHs	\$ 7,868,514
MATERIAL	NTE	\$ 0
TRAVEL	NTE	\$ 631,486
T/O TOTAL		\$ 8,500,000

**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

“ARROW SYSTEM IMPROVEMENT PROGRAM (ASIP) SYSTEM ENGINEERING & PERFORMANCE ANALYSIS (SEPA)”

1.0 GENERAL – The joint U.S.-Israel Arrow Program was initiated in 1988 with the objective of providing Israel with an indigenously developed defense capability against ballistic missiles (BMs). The first two phases of this effort, the Arrow Experiments Program and the Arrow Continuation Experiments Program (ACES) focused on the development and testing of the Arrow I and Arrow II interceptors missiles, respectively. The third phase, the Arrow Deployability Program was initiated in March 1996 with the primary objective of integrating the Arrow II interceptor with the other elements of the Arrow Weapon System (AWS) and conducting a number of integrated system tests. An additional objective of the ADP program was the development of an interoperability capability between the AWS and U.S. Ballistic Missile Defense (BMD) forces. Additionally, the current phase of the program, ASIP, will continue to improve upon prior efforts. The ASIP leverages work done under prior Arrow programs with the intent being to further improve system performance against newly emerging long range threats. Tasks to be performed under the ASIP include 1) feasibility studies to determine which candidate technologies will be most effective for meeting system performance, interoperability and production objectives, 2) the design, development and integration of the candidate technologies into the AWS, 3) the conduct of a series of tests at U.S. and Israeli test ranges to verify system performance against threat representative targets.

2.0 OBJECTIVE - The ASIP SEPA contractor shall assist the Arrow Product Office in conducting systems engineering analyses independent of the Government of Israel (GOI) and its contractors, and develop models and simulations in order to support such analyses. The role of the ASIP SEPA contractor is to assist the APO in identifying, addressing and analyzing key issues associated with the system, subsystem, component and interoperability design, development and test efforts...The ASIP SEPA will also provide programmatic support as required. The contractor shall interface with other APO support contractors; GOI representatives; Israeli contractors, and other U.S. Government agencies.

3.0 REQUIREMENTS – The APO will furnish the contractor, as it becomes available, information and data describing the elements under design or test. Data requirements for the completion of the effort described in this SOW are to be coordinated with the APO. This information shall be used by the contractor as the bases for the analysis defined in this SOW.

3.1 System/Subsystem/Component/Algorithm Analysis and Reporting – The SEPA contractor shall perform these system analysis and performance activities on the baseline and enhanced ASIP Arrow Weapon System at the system, subsystem, component and algorithm level as required.

3.2 System Flight Test Analysis – The SEPA contractor shall perform pre-test performance prediction, test instrumentation evaluation, target performance analysis, test range configuration analysis, flight test risk assessment and post-test data analysis and evaluation for tests conducted both in Israel and the U.S.

3.3 U.S. Flight Test Planning – The SEPA contractor shall assist the APO in planning for AWS flight tests which will be conducted in the U.S. This includes but is not limited to range selection evaluation, safety analysis, environmental analysis, target selection analysis, siting analysis and logistics planning.

3.4 Interoperability – The SEPA contractor shall assist the APO in planning, designing, developing, and testing the baseline and enhanced Arrow interoperability capability.

3.5 Modeling and Simulation Development – The SEPA contractor shall develop system, subsystem, component and algorithm models and simulations necessary to support tasks described in 3.1, 3.2, 3.3, and 3.4 of this SOW

3.6 Production and Deployment Support – The SEPA contractor shall assist the APO in AWS production and deployment as requested. This includes analysis of AWS production and deployment processes and testing as required to ensure requirements are achieved.

3.6 Program Support

3.6.1 Program Information Briefings and Other Program Documentation– The contractor shall assist the APO in developing briefing and/or report material to support APO requirements. This effort may include but is not limited to ASIP information briefings; Arrow program status reviews; flight test readiness review briefings; flight test performance reviews; interoperability information briefings.

3.6.2 Arrow Program Data Distribution – The contractor shall distribute Arrow Program briefings and technical documents to other contractors and government agencies, as required by the APO. The contractor shall maintain a data base of relevant technical and programmatic data, as directed by the APO.

B - POP

24 APR 02 – 23 APR 05

C - KEY PERSONNEL



D - DELIVERABLES

Item/Title	CDRL#	# Copies	Delivery Date
Task Order Management Plan	A001	2 *	Per CDRL
FMER	A003	1 *	Per CDRL
Interim Technical Report	A004	1	As Required
Final Technical Report	A005	1 *	23 APR 05
Conference Minutes	A006	1	Per CDRL
Data Accession List	A007	1	Per CDRL

* Plus Electronic Version.

E - 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. It is the contractor's responsibility to ensure Technical Expert Status Accreditation (TESA) is obtained prior to commencing work in Germany. Under no circumstance shall the contractor incur travel costs in excess of the NTE amount stated herein. NTE: \$631,486

Tel Aviv, Israel
Washington, DC
Orlando, Florida
San Diego, California
Colorado Springs, Colorado
Giebelstadt, Germany
Stuttgart, Germany
Einseidlerhof, Germany
Tuscon, Arizona

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

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-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.

No Government Furnished Property or Test Facilities are available for use in performance of this Task Order.

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 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 - DISTRIBUTION

TASK ORDER MONITOR: [REDACTED]
[REDACTED]

MAILING ADDRESS: [REDACTED]

PROGRAM MANAGEMENT POC (PRIMARY): [REDACTED]
[REDACTED]

MAILING ADDRESS: [REDACTED]

PROGRAM MANAGEMENT POC (ALTERNATE): [REDACTED]
[REDACTED]

MAILING ADDRESS: [REDACTED]

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9720400.2501 5Q 5Q12 P406038.81C00.2017 2514 4T2SCH044T S01021 24TICP/4T2SCH044T/4T0000
COST 000000000000
CODE:
AMOUNT: \$1,610,000.00

AB: 9720400.2501 5Q 5Q12 P406038.81C00.2017 2514 4T2SCH114T S01021 24TICP/4T2SCH114T/4T0000
COST 000000000000
CODE:
AMOUNT: \$305,773.00

AC: 9730400.2501 5Q 5Q12 P406038.81C00.2017 2514 4T3SCH354T S01021 34TASP/4T3SCH354T/4T0000
AMOUNT: \$1,178,275.00

AD: 9730400.2501 5Q 5Q12 P406038.81C00.2017 2514 4T3SL0084T S01021 34TASP/4T3SL0084T/4T0000
AMOUNT: \$898,161.00

AE: 973 0400.2501 5Q 5Q12 P406038.81C00.2017 2514 4T3SL0014T S01021 34TASP/4T3SL0014T/4T0000
AMOUNT: \$165,187.00

AF: 973 0400.2501 5Q 5Q12 P406038.81C00.2017 2514 4T3SL0094T S01021 34TASP/4T3SL0094T/4T0000
AMOUNT: \$45,000.00

AG: 97 4 0400 2501 5Q 5Q12 P406038.81C00 2514 4T4JS0034T S01021 44TAW5/4T4JS0034T/4T0000
AMOUNT: \$887,000.00

AH: 97 4 0400.2501 5Q 5Q12 P406038.81C00.0401 2514 4T4JS0054T S01021 44TAW5/4T4JS0054T/4T0000
AMOUNT: \$245,813.00

AJ: 97 4 0400.2501 5Q 5Q12 P406038.81C00.0401 2514 4T4NT0054T S01021 44TAW5/4T4NT0054T/4T0000
AMOUNT: \$513,000.00

AK: 97 4 0400 2501 5Q 5Q12 P406038.81C00.0401 2514 4T4SJ0224T S01021 44TAW5/4T4SJ0224T/4T0000
AMOUNT: \$137,000.00

AL: 97 4 0400.2501 5Q 5Q12 P406038.81C00.0401 2514 4T4NT0064T S01021 44TAW5/4T4NT0064T/4T0000
AMOUNT: \$387,000.00

AM: 9750400.2501 5Q 5Q12 P406038.81C00.0401 2514 4T5JS1034T S01021 54TARS/4T5JS1034T/4T0000
AMOUNT: \$300,000.00

AN: 97 5 0400.2501 5Q 5Q12 P406038.81C00.0401 2514 4T5NT0154T S01021 54TARS/4T5NT0154T/4T0000
AMOUNT: \$200,000.00

AP: 97 5 0400.2501 5Q 5Q12 P406038.81C00.0401 2514 4T5JS1054T S01021 54TARS/4T5JS1054T/4T0000
AMOUNT: \$200,000.00

AQ: 97 5 0400.2501 5Q 5Q12 P406038.81C00.0401 2514 4T5JS1074T S01021 54TARS/4T5JS1074T/4T0000
AMOUNT: \$50,000.00