

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. DASG60-02-D-0009	2. DELIVERY ORDER/ CALL NO. 003822	3. DATE OF ORDER/CALL 2002 Apr 24	4. REQ./ PURCH. REQUEST NO. JC2B600900-01	5. PRIORITY DX-A2	
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND 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		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 \$3,786,162.00
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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. CONTRACTING / ORDERING OFFICER	30. DIFFERENCES
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. DATE _____ 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.
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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: JC2B600900-01				
				MAX COST	\$3,554,556.00

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: JC2B600900-01				
				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: JC2B600900-01

MAX COST

\$40,300.00

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: JC2B600900-01

MAX COST

\$191,306.00

FOB: Destination

BLOCK 17/BLOCK 18 CONTINUED

TASK ORDER FUNDS REQUIRED \$ 3,786,162

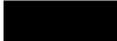
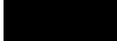
TASK ORDER FUNDS AVAILABLE \$ 3,786,162

UNFUNDED BALANCE \$ -0-

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	\$ 3,554,556
*CONSULTANT TOTAL	 DPPHs	\$ 0
T/O TOTAL LABOR	 DPPHs	\$ 3,554,556
MATERIAL	NTE	\$ 40,300
TRAVEL	NTE	\$ 191,306
T/O TOTAL		\$ 3,786,162

**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

B- POP

24 APR 02 – 30 SEPT 05

F - MATERIAL

ESTIMATED COST FOR MATERIALS AND/OR SPECIAL TEST EQUIPMENT: Except as stated below, 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. The Task Order Monitor is authorized to approve material expenditures for materials that will be consumed or destroyed in testing. 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: \$ 40,300

A - SOW

“ARMY TECHNOLOGY DIRECTORATE – PROVISIONAL SUPPORT”

1.0 The contractor shall provide programmatic and technical support to the Mobile Tactical High Energy Laser (MTHEL) program in the following areas:

- 1.1. The contractor shall provide support in the development, design, fabrication, demonstration testing and evaluation of a Mobile Tactical High Energy Laser (MTHEL) Weapon System.
- 1.2. The contractor shall support the conduct of comprehensive, full-spectrum systems engineering activities for the MTHEL family of weapon systems, including assessment of MTHEL conceptual designs to meet Army operational requirements. The contractor shall coordinate with other Army and Government agencies and contractors that have relevant input to MTHEL Systems engineering activities. The contractor shall provide periodic assessments of MTHEL systems engineering results and documentation. Areas of support include military utility/mission requirements analysis, modeling and simulation, coordination with the ARMY TECHNOLOGY DIRECTORATE (ATD) – PROVISIONAL lethality program, technical risk assessment, review of historical laser testing documentation, design and fabrication analysis support, and test support and analysis. Also, to provide for complete system engineering activities, the contractor shall provide support to all areas of this paragraph for the integration of MTHEL into and with the SHORAD family of weapon systems, including coordination with the SHORAD Program Management Office to support overall integration of SHORAD systems.
- 1.3. The contractor shall provide planning and support in the areas of acquisition and program management. This shall include inputs, development, preparation, and review of documentation, plans, schedules, briefings, and other acquisition material. The contractor shall provide program management related support in preparation and revision of required program documents to fulfill the requirements for the Milestone Decision/Review Process. Support shall include information integration, briefing

materials, acquisition documentation development, quick response information support, and meeting support.

- 1.4. The contractor shall provide program analysis support, including schedule development and analysis, life-cycle and total ownership cost analyses, and Earned Value Management Analysis.
 - 1.5. The contractor shall provide support in the areas of program protection and system security engineering. This includes develop, review and recommendations for security procedures to meet all regulatory requirements. The contractor will assist in the development of policies and procedures for both Public Release and Foreign Disclosure of controlled unclassified information (CUI) and classified information. The contractor will assist in the development of Program Protection Plans, Program Security Instructions (PSI), Technology Assessment/Control Plans, Operations Security Program/Plans, and other required security related documents.
 - 1.6. The contractor shall support the MTHEL Risk Management program by providing administrative support for operations, contractor inputs, risk management board meetings, and administration and management of a web-based risk management tool.
 - 1.7. The contractor shall establish and maintain a web-based site for information exchange and as a database of technical and programmatic documentation including briefings, CDRLs, acquisition documents, memorandums of agreement/understanding, information papers.
 - 1.8. During the performance of the activities defined above, the contractor may be required to attend reviews, as well as other related meetings, to obtain data required in the performance of these tasks.
 - 1.9. Test and evaluation: The contractor shall provide test planning, test data gathering and test data analysis for DE technology and system demonstrations. Contractor shall review or develop test-planning documentation, and assist the Government in such activities as identification of critical technical issues and resolution alternatives, range coordination, and cost and logistical analyses. The contractor shall assist the Government in gathering technical data during DE demonstrations and tests, and will provide reports documenting analysis of test results and recommendations.
 - 1.10. Logistical and other supporting analyses: The contractor shall develop or review analyses or assessments of ATD - PROVISIONAL technologies and systems in the following areas: maintainability, supportability, reliability, transportability, mobility, safety, security, and environmental impacts.
- 2.0 The contractor shall provide programmatic support to the ARMY TECHNOLOGY DIRECTORATE - PROVISIONAL in the following areas:
- 2.1. Program Planning: The contractor shall provide support in the areas of scheduling and cost analysis. This includes such activities as developing and maintaining life cycle cost models, estimating program costs, developing and maintaining schedules for developing ATD - PROVISIONAL technologies, formulating and coordinating plans and

other required documentation for transitioning ATD - PROVISIONAL technologies to acquisition programs, providing information and recommendations for integrating ATD - PROVISIONAL systems into Army and Joint operational architectures, and developing and publishing plans for ATD - PROVISIONAL system and technology development. The contractor shall provide support in developing programmatic briefing materials, other types of displays, and documentation that describe the ATD - PROVISIONAL systems and technologies. The contractor shall provide facilities for hosting of ATD - PROVISIONAL discussions and meetings as required.

2.2. **Interface with Other Organizations:** The contractor shall coordinate and consult with USAADASCH to ensure that projected operational requirements and concepts are considered when developing technical system descriptions and plans. The contractor shall, as approved by the Government, also coordinate with other SMDC offices, other contractors, Government laboratories, and other Government agencies when developing programmatic or technical documentation for ATD - PROVISIONAL systems and technologies. The contractor shall assist in responding to requests for information from higher headquarters and Congress. This information will be provided in the form of reports, information papers, and input to briefings.

2.3. During the performance of the activities defined above, the contractor may be required to attend reviews, as well as other related meetings, to obtain data required in the performance of these tasks.

3.0 The contractor shall provide lethality planning and test support to the Directed Energy Program Office in the following areas:

3.1. **Systems Engineering and Analysis:** The contractor shall provide test and system engineering support to the Space and Missile Defense Command (SMDC) relevant to ATD - PROVISIONAL system lethality and propagation. This support will include, but is not necessarily limited to: lethality and propagation assessment; threat evaluation; physics modeling of targets and lethality effects; preparation of program briefings, and technical papers; and the planning, support and analysis of directed energy tests and related experimentation.

D - 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 *	30 SEPT 05
Conference Minutes	A006	1	Per CDRL
Data Accession List	A007	1	Per CDRL

* Plus Electronic Version.

E - TRAVEL

Except for the locations listed below, 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 circumstance shall the contractor incur travel costs in excess of the Not To Exceed (NTE) amount stated herein. NTE: \$ 191,306

Huntsville, AL
Livermore, CA
Los Angeles, CA
San Diego, CA
Boulder, CO
Washington DC
Ft. Walton Beach, FL
Tampa, FL
Boston, MA
Albuquerque, NM
White Sands Missile Range, NM
Dayton, OH
Pittsburgh, PA
El Paso, TX
San Antonio, TX

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 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.

H - DISTRIBUTION

TASK ORDER MONITOR: [REDACTED]

MAILING ADDRESS: [REDACTED]
[REDACTED]

PROGRAM MANAGEMENT POC: [REDACTED]
[REDACTED]

MAILING ADDRESS: [REDACTED]
[REDACTED]

C - KEY PERSONNEL

[REDACTED]

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 21 2 2040 36-9318 P643308.989-2514 JC2B600900 S01021 JC2B600900/2HHMTH/H
COST 000000000000
CODE:
AMOUNT: \$220,000.00

AB: 21 2 2040 36-9318 622307042 2514 JT2C411000 S01021 JT2C411000/2HHZ01/H
COST 000000000000
CODE:
AMOUNT: \$200,000.00

AC: 9711X8242 IS01 6X-6X18 YYO 2512 IS 001 S01021 J52AM05058HH(4) CRN: J52AM05058 JONO: 258GSN
COST 000000000000
CODE:
AMOUNT: \$230,000.00

AD: 2112040 36-9318 P643308.989-2514 JC1B602900 S01021 JC1B602900/1HHTHE/H
COST 000000000000
CODE:
AMOUNT: \$200,000.00

AE: 21 3 2040 36 9318 622307042 2514 JT3C401500 S01021 JT3C401500/3HHHLT/H
AMOUNT: \$200,000.00

AF: 9720400 56SF SE2 52ST S200ST ADVTCL59200 046402 525700 F25700 N18FY020000991 FSR:002688 PSR:012291 DSR:225473
AMOUNT: \$100,000.00

AG: 213 2040 36-9318 P643308.990-2514 JC3B651100 S01021 JC3B651100/3HHMTL/H
AMOUNT: \$420,000.00

AH: 213 2040 36-9318 P643308.990-2514 JC3B652400 S01021 JC3B652400/3HHMTL/H
AMOUNT: \$100,000.00

AJ: 213 2040 36-9318 P643308.990-2514 JC3B651600 S01021 JC3B651600/3HHMTL/H
AMOUNT: \$25,000.00

AK: 9730400 56SF SE3 52ST S200ST ADVTCL 59200 046402 525700 F25700 MIPR03180443(2)
AMOUNT: \$83,503.00

AL: 97 3 0400.1120 P3890 0602 2522 S49447 DWAM30297
AMOUNT: \$199,000.00

AM: 9730400 25FF YL3 3609 404301 646200 5920 63883C 503000 F03000 NKIRT036209040 FSR:091025 PSR:670174 DSR:270902
AMOUNT: \$50,000.00

AN: 213 2040 0000 5Q 5Q18 P633304.215000 255Y S01021 34MHEL/4M34MHEL02/4M0000
AMOUNT: \$370,200.00

AP: 21 4 2040 36 9318 622307042 2514 JT4C401000 S01021 JT4C401000/4HHHLT/H
AMOUNT: \$200,000.00

AQ: 214 2040 0000 5Q 5Q18 P643305.TR300 255Y S01021 44MMHE/4M44MMHE05/4M0000
AMOUNT: \$978,000.00

AR: 214 2040 36 9602 P633006592 2514 HC4B201200 S01021 HC4B201200/4HHSAT/H
AMOUNT: \$70,000.00

AS: 214 2040 0000 5Q 5Q18 P643305.TR300 25FB S01021 4M44MMHE02D1(1) JONO:44MMHE CRN:4M44MMHE02
AMOUNT: \$25,000.00

AT: 214 2040 0000 P643327.S2700 2516 S01021 4M4XDJ04D2
AMOUNT: \$115,459.00