ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO.	2. DELIVERY ORDER/ CALL NO.	3. DATE OF ORDER/CALL	4. REQ./ PURCH. REQUEST NO.	5. PRIORITY
DASG60-02-D-0009	003916	2002 Apr 24	4T2LE0014T-00	DX-A2

6. ISSUED BY CODE W9113M
US ARMY SPACE & MISSILE DEFENSE COMMAND
[redacted]
PO BOX 1500
HUNTSVILLE AL 35807-3801

7. ADMINISTERED BY CODE S0107A
DCMA HUNTSVILLE
BUILDING 4505, SUITE 301
MARTIN ROAD
REDSTONE ARSENAL AL 35898-0001

8. DELIVERY FOB
[X] DEST
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE 0JLS6 FACILITY
BAE SYSTEMS ANALYTICAL SOLUTIONS INC
1525 PERIMETER PKW, STE 500
HUNTSVILLE AL 35806

10. DELIVER TO FOB POINT BY (Date)
SEE SCHEDULE

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISADVANTAGED
[ ] WOMEN-OWNED

12. DISCOUNT TERMS

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

14. SHIP TO CODE
SEE SCHEDULE

15. PAYMENT WILL BE MADE BY CODE HQ0338
DFAS-COLUMBUS CENTER
DFAS-CO/SOUTH ENTITLEMENT OPERATION
P.O. BOX 182264
COLUMBUS OH 43218-2264

MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.

16. TYPE OF ORDER			
	DELIVERY/ CALL	X	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 (YYYYMMMDD)

[ ] 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]
[redacted]
CONTRACTING / ORDERING OFFICER

25. TOTAL $2,677,000.00
29. DIFFERENCES

26. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED
DATE | SIGNATURE OF AUTHORIZED GOVT. REP.

27. SHIP NO.
[ ] PARTIAL
[ ] FINAL

28. DO VOUCHER NO.

30. INITIALS

31. PAYMENT
[ ] COMPLETE
[ ] PARTIAL
[ ] FINAL

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

34. CHECK NUMBER

35. BILL OF LADING NO.

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 (YYYYMMMDD)	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		1	Lot	UNDEFINED	UNDEFINED

SETAC - FP Labor

COST

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: 4T2LE0014T-00

MAX COST $2,536,096.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		1	Lot	UNDEFINED	UNDEFINED

Consultants

COST

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: 4T2LE0014T-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: 4T2LE0014T-00

MAX COST $6,904.00

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: 4T2LE0014T-00

MAX COST $134,000.00

FOB: Destination

BLOCK 17/BLOCK 18 CONTINUED

TASK ORDER FUNDS REQUIRED	$ 2,677,000
TASK ORDER FUNDS AVAILABLE	$ 2,526,480
UNFUNDED BALANCE	$ 150,520

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	[redacted]	DPPHs	$ 2,536,096
*CONSULTANT TOTAL	[redacted]	DPPHs	$ 0
T/0 TOTAL LABOR	[redacted]	DPPHs	$ 2,536,096
MATERIAL		NTE	$ 6,904
TRAVEL		NTE	$ 134,000
T/O TOTAL			$ 2,677,000

**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 Deployability Program (ADP)/Arrow System Improvement Program (ASIP) Electro-Optical Seeker (EOS) Performance Analysis

1.0 GENERAL - The joint U.S.-Israel Arrow Program was in initiated in 1988 with the objective of providing Israel with an indigenously developed defense capability against Theater Ballistic Missiles (TBMs). 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 interceptor missiles, respectively. The third phase, the ADP 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 interoperability capability between the AWS and U.S. TMBD forces. The fourth phase of the program, ASIP, continues to improve upon prior efforts. The ASIP leverages work done under prior Arrow programs with the intent being to further improve system performance. Included is a baseline test series at U.S. test range(s) to characterize the performance of the ADP baseline system against current threat TBMs. Further tasks to be performed under additional phases of the ASIP will be (1) to determine which candidate technologies will be most effective for meeting program performance, interoperability, and producibility objectives; (2) develop an improved system, and (3) conduct a series of tests at U.S. range(s) to verify system improvements against future threat representative targets.

1.1 In order to reduce the risks of the system tests described above, the ADP/ASIP EOS contractor shall assist the APO in conducting analyses independent of the Government of Israel (GOI) and its contractors. The GOI and its contractors have the responsibility for the design, development, integration, and testing of the weapon system components. The GOI also has the responsibility for conducting the system tests. The role of the ADP/ASIP EOS contractor is to assist the APO in identifying and addressing key issues associated with the electro-optical seeker. The purpose of this effort is not to check the work of the GOI and its contractors, but to complement it by addressing issues which the GOI and its contractors may not perceive to be important, or for which the GOI does not have the required expertise to assess; or providing additional depth to the GOI and its contractor's analyses.

2.0 OBJECTIVE – the objective of this effort is to provide electro-optical seeker analysis in support of the AWS system integration and testing. The contractor shall interface with other APO contractors, GOI representatives, and other U.S. Government agencies.

3.0 REQUIREMENTS – the government will furnish the contractor, as it becomes available, information and data describing the elements under test for each system and interoperability test; the objectives and test plans for each test; and data pertaining to the supporting test instrumentation assets and facilities. 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 basis for the analysis defined in this SOW.

3.1 EOS Test Analysis

3.1.1 EOS Flight Test Performance Prediction – Predictions of the performance of the EOS in flight tests. These predictions shall include, as a minimum, detection range and probability. The impact of potential flight test variables on these predictions shall be assessed as well.

3.1.2 EOS Flight Test Risk Assessment and Sensitivity – the risk associated with each flight test shall be assessed. The primary performance variables associated with each flight test are to be identified; sensitivity of the risk associated with each variable is to be established.

3.1.3 EOS Post-Test Data Analysis and Evaluation – the contractor shall review the EOS data collected from each Arrow flight test and assess EOS performance. The EOS performance during the test shall be compared to

pre-test predictions. Areas of inadequate or unexpected performance are to be fully investigated to identify the source of the test anomaly; potential solutions to these issues are to be identified. The EOS test performance shall be assessed in the context of the EOS's ability to satisfy the operational requirements of the fielded Arrow system.

3.2 EOS Analysis

3.2.1 The contractor shall provide independent engineering studies, analysis, and design evaluation for the Arrow Electo-Optical Seeker in its operational mode. Review of the developmental progress and ground test data shall be conducted to identify key technical issues associated with the seeker design and/or operation. Tests may include performance verification testing in the U.S. and Israeli test facilities. Pre-flight predictions and post-flight performance assessments of the Seeker shall be provided; areas of inadequate performance shall be investigated for potential solutions. The Seeker's test performance shall be assessed in the context of the seeker's ability to satisfy the operational requirements of the fielded Arrow system. The contractor shall investigate alternate EOS concepts that satisfy the performance requirements of both the individual flight test programs and the tactical missile.

3.2.2 The contractor shall evaluate alternative EOS requirements, designs and technologies to optimize the feasibility and effectiveness of follow-on EOS candidates; while identifying shortcomings in expected performance, verification testing, system concepts, and data/technology acquisition through analyses derived from data and reports and through attendance at design reviews, technical interchange meetings and test planning meetings.

3.3 Program Support

3.3.1 Program Information Briefings – The contractor shall assist the APO in developing briefing and/or report material to support APO requirements. This effort may include ADP/ASIP Information Briefings; Arrow Program Status Reviews; Flight Test Readiness Reviews; Flight Test Performance Reviews; and Interoperability Information Briefings.

3.3.2 Arrow Program Data – 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

[redacted]

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 *	23 Apr 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 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 NTE amount stated herein. NTE: $134,000

Washington, DC Tel Aviv, Israel Santa Barbara, Ca

F - MATERIALS

ESTIMATED COST FOR MATERIALS/SPECIAL TEST EQUIPMENT: Except as stated below, the contractor has no authority to incur material costs without the explicit 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 Task Order Monitor is authorized to approve costs for consumable items such as reproduction and postage costs up to $250 per event. Under no circumstance shall the contractor incur materials costs in excess of the NTE amount stated herein. NTE: $ 6,904

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”.

H - DISTRIBUTION

TASK ORDER MONITOR: [redacted]

MAILING ADDRESS: [redacted]

PROGRAM MANAGEMENT POC (PRIMARY): [redacted]

MAILING ADDRESS: [redacted]

PROGRAM MANAGEMENT POC (ALTERNATE): [redacted]

MAILING ADDRESS: [redacted]

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9720400.2501 5Q 5Q12 P406038.81C00.2017 2514 4T2LE0014T S01021 24TICP/4T2LE0014T/4T0000
COST CODE: 000000000000
AMOUNT: $919,000.00

AB: 9730400.2501 5Q 5Q12 P406038.81C00.2017 2514 4T3STE034T S01021 34TASP/4T3STE034T/4T0000
AMOUNT: $957,480.00

AC: 9730400.2501 5Q 5Q12 P406038.81C00.2017 2514 4T3SL0034T S01021 34TASP/4T3SL0034T/4T0000
AMOUNT: $70,000.00

AD: 9740400.2501 5Q 5Q12 P406038.81C00.0401 2514 4T4JS0014T S01021 44TAWS/4T4JS0014T/4T0000
AMOUNT: $580,000.00

ATTACHMENT 1

The following Government Furnished Equipment is provided herein for use and execution of Task Order 0039:

Mouse -	Tag # 1168
Keyboard -	Tag # 1169
Indigo Computer -	Tag # 1170
19” Monitor -	Tag # 1171

As consideration for its rent-free use, BAE Systems agrees to provide routine and minor repairs and maintenance at the subcontractor’s expense.