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	005720	2002 Apr 24	KN2C1906700-01	DX-A2

6. ISSUED BY CODE W9113M
US ARMY SPACE & MISSILE DEFENSE COMMAND
[redacted]
P.O. 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 $1,091,314.00
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: KN2C1906700-01

MAX COST $983,738.00

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: KN2C1906700-01

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: KN2C1906700-01

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: KN2C1906700-01

MAX COST $107,576.00

FOB: Destination

BLOCK 17/BLOCK 18 CONTINUED

TASK ORDER FUNDS REQUIRED	$1,091,314
TASK ORDER FUNDS AVAILABLE	$1,091,314
UNFUNDED BALANCE	$ 0

ACRN AD is O&MA funding to provide support for the 263rd AAMDC's White Cell in the Validation Preparatory Exercise. ACRN AD funding shall be accounted for separately and not mingled with any other ACRN on this task order. Expiration of funds: 28 Apr 04. ACRN AD funding must be expended by 28 Apr 04.

ACRN AF is O&MA funding to provide support of the Prima Project – Standing Joint Forces HQs/Missile Defense concept to support STRATCOM. ACRN AF funding shall be accounted for separately and not mingled with any other ACRN on this task order. Expiration of Funds: 3 Mar 05. ACRN AF funding must be expended by 3 Mar 05.

ACRN AG is O&MA funding to provide support of Total Defender Exercises and Experiments for STRATCOM. ACRN AG funding shall be accounted for separately and not mingled with any other ACRN on this task order. Expiration of Funds: 17 Oct 05. ACRN AG funding must be expended by 17 Oct 05.

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	$ 983,738
*CONSULTANT TOTAL	[redacted] DPPHs	$ 0
T/0 TOTAL LABOR	[redacted] DPPHs	$ 983,738
MATERIAL	NTE	$ 0
TRAVEL	NTE	$ 107,576
T/O TOTAL		$1,091,314

**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 STATEMENT OF WORK

"Total Defender"

1.0 The subcontractor shall provide all labor, material, technical assistance and services in support of Space and Missile Defense Command Battle Lab (SMDBL). These tasks shall be performed as directed by the government.

1.1 Total Defender Program-the subcontractor shall provide technical support to develop Total Defender experimentation. This includes developing programmatics, schedules, technical issues, supporting plans for modeling and simulation, analysis and other issues relative to experimentation.

1.2 Global Integrated Air and Missile Defense Support – The subcontractor shall provide technical support, analysis and system modeling support for the development of the Total Defender experiment series. The subcontractor shall provide formal and informal written and verbal reports of experiment/analysis objectives and results. The subcontractor shall provide analytical support, to include issue identification and options for resolution.

1.3 Integration of Total Defender Issues: The subcontractor shall provide technical support for description, coordination and integration of issues derived from Total Defender experiments into relevant DoD organizations and activities to include, but not be limited to : the Quadrennial Defense Review (QDR), Army Transformation, SMDC Strategic Plan, Missile Defense TTP and doctrine, Missile Defense BMC4I, JTAMDO Architecture and Master Plan, HW/SW and material development.

1.4 Total defender Experiment Documentation: The subcontractor shall provide systems engineering, technical evaluations, and system analysis support of Total Defender experiments to include after action reports. This includes analysis of each experiment issue and documenting strategic and operational issues for staffing at HQDA and DoD level.

1.5 Tactical and Technical Expertise-provide technical expertise in the four pillars of TAMD for Total Defender experiments. This includes developing the force structure, doctrine, TTP for Field Artillery, Aviation, Air Defense and BMC4I framework for each experiment. Provide expert advice on future capabilities and employment options.

B PERIOD OF PERFORMANCE

24 Apr 2002 – 23 Apr 2007

C KEY PERSONNEL

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

D DELIVERABLES

Item/Title	CDRL#	# Copies	Delivery Date
Task Order Management Plan	A001	1 *	Per CDRL
Status Report	A002	1	As Required

FMER	A003	1 *	Per CDRL
Interim Technical Report	A004	1	As Required
Final Technical Report	A005	1 *	23 Apr 07
Conference Minutes	A006	1	Per CDRL
Data Accession List	A007	1	Per CDRL

ADDITIONAL DELIVERABLES

ACRN AD (O&MA) Final Technical Report	A005	1*	28 Apr 04
ACRN AF (O&MA) Final Technical Report	A005	1*	3 Mar 05
ACRN AG (O&MA) Final Technical Report	A005	1*	17 Oct 05

* Plus Electronic Version.

E TRAVEL

ESTIMATED TRAVEL: 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: $107,576

F MATERIALS

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, FY03, FY04, FY05, FY06 and FY07 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.

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

a. Advanced Research facility (including the Synthetic Battlefield Center)
   Spatial Weapons Systems Analysis Facility
   Joint National Integration Center
   NMD User Lab

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.

H DISTRIBUTION

TASK ORDER MONITOR: [redacted]

ALTERNATE TASK ORDER MONITOR: [redacted]

MAILING ADDRESS: [redacted]

INTELLIGENCE AND SECURITY DIVISION DISTRIBUTION:

[redacted]

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 2122040 36 9218 P643308.997 2514 KN2C106700 S01021 KN2C106700/2HHLAB/H
COST CODE: 000000000000
AMOUNT: $171,814.00

AB: 97 1 0400-2501 36-2296 406038.71C00 2514 AJ1C942500 S01021 AJ1C942500/1HHC05/H
COST CODE: 000000000000
AMOUNT: $24,500.00

AC: 2132040 36 9218 P643305.TR5 2514 DR3C100700 S01021 DR3C100700/3HHLAB/H
COST CODE: 000000000000
AMOUNT: $495,000.00

AD: 2132020 0000 76-2003 121013 MIPR3FFC630090 FC63 25FB S09177 DSSN: 8721
AMOUNT: $6,000.00

AE: 2142040 36 9218 P643305.TR5 2514 DR4C100400 S01021 DR4C100400/4HHLAB/H
AMOUNT: $164,000.00

AF: 21420200000 36222813519700000257122PQCSW811WN4056N093PQCS22005010
AMOUNT: $130,000.00

AG: 21520200000 36222813519700000257122PQAMW811WN4286N059PQAM22005010
AMOUNT: $50,000.00

AH: 21 5 2040 0000 36 9218 643305TR500 2514 W31RPD5293KNAC 5HHLAB S01021
AMOUNT: $50,000.00