

**ORDER FOR SUPPLIES OR SERVICES**

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. DASG60-02-D-0009		2. DELIVERY ORDER/ CALL NO. 009701		3. DATE OF ORDER/CALL (YYYYMMDD) 2004 May 18		4. REQ./ PURCH. REQUEST NO. DH4B198000-02		5. PRIORITY		
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		7. ADMINISTERED BY (if other than 6) CODE S0107A		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)			
9. CONTRACTOR BAE SYSTEMS ANALYTICAL SOLUTIONS INC 1525 PERIMETER PKW, STE 500 HUNTSVILLE AL 35806			9. CONTRACTOR CODE OJLS6		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
14. SHIP TO <b>SEE SCHEDULE</b>			15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS OH 43218-2264		15. PAYMENT WILL BE MADE BY CODE HQ0338		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15			
16. TYPE OF ORDER		DELIVERY/ CALL		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.				
		PURCHASE				Reference your quote dated _____ REF _____ Furnish the following on terms specified herein.				
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 <b>See Schedule</b>										
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE	23. AMOUNT
		<b>SEE SCHEDULE</b>								
		24. UNITED STATES OF AMERICA							25. TOTAL	\$1,842,000.00
									26. DIFFERENCES	
* 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.										
27a. 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										
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.	30. INITIALS	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR	
<b>36. I certify this account is correct and proper for payment.</b>										
a. DATE (YYYYMMDD)		b. 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.
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		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	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: DH4B198000-02				
				MAX COST	\$1,666,000.00

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: DH4B198000-02				
				MAX COST	\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Materials and STE COST	1	Lot	UNDEFINED	UNDEFINED
	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: DH4B198000-02				
				MAX COST	\$54,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Travel COST	1	Lot	UNDEFINED	UNDEFINED
	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: DH4B198000-02				
				MAX COST	\$122,000.00

FOB: Destination

BLOCK 17/BLOCK 18 CONTINUED

TASK ORDER FUNDS REQUIRED	\$ 1,842,000
TASK ORDER FUNDS AVAILABLE	\$ 1,842,000
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	[REDACTED] DPPHs	\$ 1,666,000
*CONSULTANT TOTAL	[REDACTED] DPPHs	\$ -0-
T/O TOTAL LABOR	[REDACTED] DPPHs	\$ 1,666,000
MATERIAL	NTE	\$ 54,000
TRAVEL	NTE	\$ 122,000
**T/O TOTAL		\$ 1,842,000

\*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.

\*\*Task Order 0097 incorporates BAE Systems' T/ORP 0037 proposal, dated 22 April 04. In accordance with T/ORP 0037, the total estimated amount of this task order is as follows:

<u>ESTIMATED FUNDING (FY04 - FY07)</u>	<u>PROPOSED DPPHs</u>	<u>MATERIAL/TRAVEL</u>
\$1,500,000 (FY04)***	18,384	Mtrl \$ 44,000 / Tvl \$ 22,000
\$3,500,000 (FY05)***	41,533	Mtrl \$ 92,275 / Tvl \$ 53,415
\$3,500,000 (FY06)***	42,069	Mtrl \$ 54,223 / Tvl \$ 44,884
\$4,000,000 (FY07)***	40,629	Mtrl \$ 59,502 / Tvl \$ 39,701

\*\*\* NOTE: The ceiling amount of the task order is currently limited to \$1,200,000.00. For FY 04, the difference between the estimated funding amount (\$1.5M) and the current task order ceiling (\$1.2M) is due to a budget cut which occurred after the T/ORP was issued. The remaining estimated funding amounts identified above to continue this effort through 23 April 07 are not currently included in the program budget. There is no guarantee that any more funding will ever materialize for this effort. However, this program is expected to grow and continue through 23 April 07 at the rates specified above for FY05 through FY07. If additional funding becomes available in the future, the ceiling, funded amount and period of performance will be increased accordingly.

## Section C - Descriptions and Specifications

SOW

## “Project Hercules Test Support Statement of Work”

1.0 The contractor shall perform assessment and testing of prototype algorithms and algorithm suites for MDA-Project Hercules. This will include digital test environment tasks as directed and approved by the government and design to capability testing of Project Hercules selected algorithms and algorithm suites.

2.0 The contractor shall write and execute test plans for algorithms and algorithm suites selected by the Hercules management. The contractor shall adhere to the MDA Project Hercules test process and support the general Project Hercules development process by supporting appropriate reviews

3.0 The contractor shall maintain and upgrade the Project Hercules testbed.

4.0 As directed by the T/OM, the contractor shall provide programmatic support to include briefing generation, document and specification generation, and document review.

5.0 All products resulting from this work will have no restrictions on further use and dissemination once provided to the Government. This will include source code and executable code for any computer software that may be developed under this effort. The documentation of all products will be included in the deliverables to the government. These products will be delivered under CRDL A004. The contractor agrees not to assert or authorize others to assert any rights or establish any claims to copyright in any copyrightable work first produced, created, generated, or modified under this task order.

PERIOD OF PERFORMANCE

18 May 04 – 31 Dec 2005

KEY PERSONNELDELIVERABLES

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

Hercules Testbed Software Tool (including all modifications/updates)	A004	1**	Quarterly
Final Technical Report	A006	1 *	31 Dec 05
Data Accession List	A007	1	Per CDRL

\* Plus Electronic Version.

\*\* Electronic only

#### 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: \$ 122,000

Washington DC Boston, MA

#### 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: \$ 54,000

#### SPECIAL INSTRUCTIONS

Cost data shall be segregated/vouchered/reported/paid at the ACRN level.

The "Limitation of Funds" clause is applicable at the ACRN level.

The effort described in the Task Order Statement of Work anticipated to be performed in FY04 through FY06 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.

The nature of this effort is such that the algorithms developed by others and reviewed hereunder may require non-disclosure and/or proprietary agreements.

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

a. Blade Cluster, Workstations

b. Hercules Testbed Software Tool

c. On-Site Requirements: If required to work on-site at the government location, the contractor will have access to office space and equipment required to perform the task order (as determined to be necessary and available by the task order monitor).

Effort completed under this T/O may require access to Sensitive Compartmented Information (SCI) data. Such access will be determined at a later date.

DISTRIBUTION

TASK ORDER MONITOR:

[REDACTED]

MAILING ADDRESS:

[REDACTED]

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 974 0400.2501 36-6011 P40603890C00 2514 DH4B198000 S01021 DH4B198000/4HHM21/H  
AMOUNT: \$300,000.00

AB: 974 0400.2501 36-6011 P40603889C00 2514 DH4B193500 S01021 DH4B193500/4HHG04/H  
AMOUNT: \$500,000.00

AC: 974 0400.2501 36-6011 P40603889C00 2514 DH4B196000 S01021 DH4B196000/4HHG05/H  
AMOUNT: \$400,000.00

AD: 975 0400 2501 36 2216 40603889C00 2514 W31RPD5322DHPD 5HHG05 S01021  
AMOUNT: \$642,000.00