

2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 06-Jun-2014	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001	CODE N61331	7. ADMINISTERED BY (if other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Lockheed Martin 1293 Perimeter Parkway Virginia Beach VA 23454		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4079-0004 10B. DATED (SEE ITEM 13) 14-Feb-2005
CAGE CODE 4FZ81	FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY (Signature of Contracting Officer)

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GENERAL INFORMATION

Authority: Administrative Modification (Unilateral)
Modification: 02

The purpose of this modification is to change the Commercial and Government Entity (CAGE) Code cited in Block 8 of the Task Order to read as follows:

FROM: 4FZ81

TO: 4X260

Except as provided by this modification, all other terms and conditions of this Task Order remain unchanged. A conformed copy of this Task Order is attached to this modification for informational purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001		Systems Engineering & Design Support					\$444,925.00
0001AA	R425	Non-Personal Services and Materials necessary to provide Design and Systems Engineering Support of AN/WLD-1(V) Remote Minehunting System(RMS)On TheLittoral Combat Ship. (Fund Type - TBD)	██	██	██████████	██████████	\$379,000.00
0001AB	R425	Non-Personal Services and Materials necessary to provide Design and Systems Engineering Support of AN/WLD-1(V) Remote Minehunting System (RMS) on the Littoral Combat Ship. (Fund Type - TBD)	██	██	██████████	██████████	\$65,925.00

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

See Attached Statement Of Work

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SECTION D PACKAGING AND MARKING

Packaging and Markings shall be to best commercial practices.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at Destination NSWC Panama City.

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

0001AA	2/14/2005 - 11/1/2005
0001AB	2/14/2005 - 11/1/2005

Performance Period shall be from effective date of award through 1 November 2005.

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SECTION G CONTRACT ADMINISTRATION DATA

Contract Specialist

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

INVOICING INSTRUCTIONS

(a) The contractor shall submit vouchers not more often than every two weeks for each individual delivery order, no more than 30 days after invoiced costs are incurred. The vouchers shall contain the following statement signed by an authorized company representative:

This is to certify that the services set forth herein were performed during the period stated.

Contractor's Authorized Representative

Date of Invoice/Voucher

(b) The vouchers shall be prepared in accordance with this clause and the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8), and shall include:

- (1) Contract and delivery order number.
- (2) Costs incurred and fixed fee billed.
- (3) Direct labor hours by labor category.
- (4) Other direct costs to be specified and substantiated.

(c) The contractor shall forward the original plus two copies of each voucher to the cognizant DCAA office and one copy to the Contracting Officer's Representative (COR). DCAA will review and approve the vouchers for payment and forward them to the Contracting Officer (CSS Code XPS2). (The contractor shall make necessary provisions for DCAA to forward the vouchers to the Contracting Officer, such as a pre-addressed stamped envelope). The Contracting Officer will then approve the vouchers and forward them to the cognizant paying office for payment.

(d) If the contractor has explicit authorization from DCAA for direct submission of public vouchers, the original plus two copies may be forwarded directly to the Contracting Officer instead of DCAA. Depending on DCAA requirements, the first and final vouchers for each delivery order may still need to be approved by DCAA before being forwarded to the Contracting Officer. If required, the contractor shall forward the original and two copies of the first and final vouchers to the cognizant DCAA office instead of the Contracting Officer, and make provisions for DCAA to forward the approved vouchers to the Contracting Officer.

(d) The Contracting Officer will certify all approved vouchers and forward them to the cognizant paying office for payment.

(e) The COR will review his copy of the voucher and notify the Contracting Officer of any deficiencies. The Contracting Officer will be responsible for taking an appropriate offset on a subsequent voucher and notifying the contractor in writing of the action taken. The contractor shall be required to resolve the billing discrepancy with the Contracting Officer and resubmit a separate voucher covering any disputed portion.

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Accounting Data

SLINID	PR Number	Amount
0001AA	50358497	379000.00
LLA :		
ACRN:AA 97X4930.NH1E 000 77777 0 000178 2F 000000 31A9Q0571100		
0001AB	5035001A	65925.00
LLA :		
ACRN:AA 97X4930.NH1E 000 77777 0 000178 2F 000000 31A9Q0520000		

BASE Funding 444925.00
Cumulative Funding 444925.00

MOD 01 Funding 0.00
Cumulative Funding 444925.00

MOD 02 Funding 0.00
Cumulative Funding 444925.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

There are no special contract requirements.

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SECTION I CONTRACT CLAUSES

Applicable Section I clauses are contained in the Basic MAC document.

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SECTION J LIST OF ATTACHMENTS

Statement of Work
CDRLS, DD Form 1423s
DD254

**STATEMENT OF WORK
FOR
DESIGN AND SYSTEMS ENGINEERING SUPPORT OF AN/WLD-1(V) REMOTE
MINEHUNTING SYSTEM (RMS) ON THE LITTORAL COMBAT SHIP
N00178-4352-3308**

December 16, 2004

1.0 SCOPE

The Naval Surface Warfare Center Panama City (NSWC PC) requires design and systems engineering support to integrate the AN/WLD-1(V) Remote Minehunting System (RMS) onto the Littoral Combat Ship (LCS). The contractor shall provide all personnel, materials, and facilities to accomplish statement of work tasking specified below.

2.0 APPLICABLE DOCUMENTS

The following document forms a part of this statement of work to the extent specified herein. In the event of conflict between the document referenced herein and the contents of this SOW, the contents of this SOW shall take precedence. Second tier and lower reference documents (i.e., those referenced in the primary reference) shall be used for guidance only.

2.1 Military Specifications

MIL-S-901D Shock Requirements

2.2 Military Standard

MIL-STD-882C System Safety

2.3 Other Documents

- a) DoD Defense Acquisition Deskbook, current version
- b) U.S. Government Printing Office, Style Manual
- c) Dahlgren Division Publications Format Guide (SWCDDIMP-95197)
- d) LCS RMS Procedure C001
- e) NAVSEA 0908-LP-000-3010, Shock Design Criteria for Surface Ships

3.0 REQUIREMENTS

3.1 Design Engineering

Using the documents listed in SOW paragraph 2.3 provided as Government Furnished Information (GFI), the contractor shall use the current Lockheed Martin RMV WLD-1 drawing documentation to design a cradle supporting the RMV on LCS operations. The contractor shall have design and analysis experience with RMV WLD-1 cradle designs. All work will be conducted per LCS RMS Procedure C001.

3.1.1 The contractor will conduct cradle analysis for shock compliance to MIL-S-901D, Grade B using the analysis per NAVSEA 0908-LP-000-3010, "Shock Design Criteria for Surface Ships" The contractor shall propose an analysis method and identify personnel to conduct the analysis to NSWC PC. Within four weeks, NSWC PC will provide comments or acceptance of the analysis method and personnel. NSWC PC will evaluate the analysis method and personnel based on proven Naval ship analysis practices. Estimated analysis time is [REDACTED]-[REDACTED]

3.1.2 The contractor shall conduct cradle structural analysis. The contractor shall propose an analysis method and identify personnel to conduct the analysis to NSWC PC. Within two weeks, NSWC PC will provide comments or acceptance of the analysis method and personnel. NSWC PC will evaluate the analysis method and personnel based on proven Naval ship analysis practices. Estimated analysis time is [REDACTED]-[REDACTED]

3.1.3 The contractor shall provide the engineering design per the following process. The contractor will use personnel with design history on the RMS cradle designs currently installed on US Navy ships.

- a) The contractor shall propose a design concept to NSWC PC. NSWC PC will provide comments or acceptance of the design.
- b) The contractor shall design the cradle per the defined design concept (section 3.1.3a) and update the design per analysis (section 3.1.3c).
- c) The contractor will conduct analysis per sections 3.1.1 and 3.1.2. Estimated engineering time is [REDACTED]-[REDACTED]

3.2 Reports and Reviews

The contractor shall conduct In-Process Reviews during the design and analysis process. The purpose of these reviews is to ensure communications between NSWC PC and the contractor with minimal impact to the contractor's design/analysis efforts.

3.2.1 The contractor shall provide a bi-weekly report identifying labor expenditures and remaining labor available.

3.2.2 The contractor shall support a weekly meeting with NSW PC (including NSW PC support contractors) and contractor design and analysis personnel. Typically the meeting will consist of the contractors design engineer and last one hour. All meetings shall be conducted at the contractor's facility. Typically, the meeting will be by phone, videoconference, or with NSW PC personnel on-site. These meetings will discuss status, issues, and options and define direction. Typically, the contractor will not be required to prepare presentations or other material. The contractor may be requested to send "as is" design information prior to or after the meeting.

3.2.3 The contractor shall support periodic on-site review of designs and calculations. Typically NSW PC personnel (and NSW PC support contractors) shall conduct on-site reviews including reviewing the "as is" design and analysis. Typically, the contractor will not be required to prepare presentations or other material. The contractor may be requested to send "as is" design information prior to or after the meeting. Estimated engineering time was included in section 3.1.3 estimate.

3.3 Design interface

The contractor shall interface with other LCS RMS design personnel as required to ensure form fit and function of all hardware. Typical interface will be conducted by e-mail and phone and consist of exchanging design information. Typically, this data exchange will be conducted as part of section 3.2. These exchanges may cause minor interface changes; any significant design change (more than one man day) will require approval of NSW PC project engineer.

Estimated engineering time was included in section 3.1.3 estimate.

3.4 Drawings and Analysis

The contractor shall deliver all design and analysis information including design notebook, hand calculations, analysis, solid models and 2-d drawings upon completion of this contract and as requested by NSW PC.

3.5 Systems Engineering

The contractor shall use the current Lockheed Martin RMV WLD-1 drawing and documentation to support systems engineering efforts. Estimated engineering time is [REDACTED]

[REDACTED] All work will be conducted by tasking letter per LCS RMS Procedure C001.

3.5.1 The contractor shall provide systems engineering support as requested by NSW PC. Typical tasks include documentations reviews, providing systems engineering data and expert technical opinions. Typically, the contractor will provide information to NSW PC as e-mail or phone conversations.

3.5.2 The contractor shall review information and documents. The contractor shall provide comments, engineering data and expert opinion. Typically, the contractor will provide information to NSWPC as e-mail or phone conversations.

3.5.3 The contractor shall provide information for systems engineering documents and designs.

3.5.4 The contractor shall provide expert advice, options, data and recommendations. The contractor shall have a minimum of five years experience with RMS operations and design.

3.5.5 The contractor shall support periodic on-site reviews. Typically NSWPC personnel (and NSWPC support contractors) will conduct on-site reviews to discuss systems engineer issues and status. Typically the contractor will not prepare presentations or other material. The contractor may be requested to submit systems engineering data prior to or after the meeting.

3.6 General Support

The contractor shall provide overnight shipping typical items include documentation and drawings when the NSWPC Shipping Department is not available. (Approximately 20 packages will require shipping during the contract period of performance.)

4.0 GOVERNMENT FURNISHED INFORMATION (GFI)

All documents listed in SOW paragraph 2.3 shall be made available to the contractor within five days after award of this task order. Disposition of GFI will be provided by the NSWPC Task Leader throughout the task order period of performance.

5.0 DELIVERIES

All data deliveries shall be in accordance with the schedule set forth in the attached DD Form 1423, Exhibit A.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be from the date of issuance of the task order until 01 November 2005.

7.0 SECURITY

Performance of the tasks described in this SOW shall require access to information classified up to and including SECRET information. All documents prepared under this task order shall be classified in accordance with guidance contained in the security guidelines. All provisions of the attached contract DD Form 254 apply.

8.0 DISTRIBUTION LIMITATION STATEMENT

Technical documents generated under this task order shall carry the following distribution limitation statement. Word processing/CAD files shall have the statements included in the file such that the first page of any resultant hard copy shall display the statements. For drawings, the statement shall be in the detail of the drawing. Additionally, each diskette delivered shall be marked externally with the statements.

FURTHER DISSEMINATION ONLY AS DIRECTED BY THE PROGRAM EXECUTIVE OFFICE, LITTORAL & MINE WARFARE (PMS490 and 420), WASHINGTON, D.C. (DATE OF DETERMINATION) OR HIGHER DOD AUTHORITY.

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT .

9.0 RELEASE OF INFORMATION

All technical data provided to the contractor by the Government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this task order may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access by the Government.

10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The standards for performance, the acceptable quality level (AQL) and incentives are defined as follows:

Required Service	Standard	AQL Requirement	Method of Surveillance	Positive/Negative Incentive
On time Final Data Deliverables	Delivered on or before due date	90% delivered on time	TOM/technical POC verification of delivery	10% reduction in fee if AQL requirement is not met
Quality of Final Data Deliverables	Acceptable quality with no major rewrites required	No major rewrites required	TOM/technical POC review of documentation	10% reduction in fee if AQL requirement is not met
Completion of tasks within estimated cost	Satisfactory completion of all tasks within the estimated cost	Final cost at or below estimated cost of the order	Review of final payment voucher	Incentive payment equal to 10% of cost under run