

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4079	2. DELIVERY ORDER NO. HR0103	3. EFFECTIVE DATE ORIG 08/09/2005 MOD 01/19/2006	4. PURCHASE REQUEST NO. N61331-06-MR-55899
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5. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City, FL 32407-7001	CODE N61331	6. ADMINISTERED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City, FL 32407-7001	CODE N61331
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7. CONTRACTOR Lockheed Martin Integrated Systems, Inc. 6801 Rockledge Drive Bethesda, MD 20817 TIN:	CODE 4X260	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Charleston Vendor Pay Code FP P.O. Box 118054 Charleston, SC 29423-8054	CODE N68892
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13. TYPE OF ORDER	<input type="checkbox"/> D	<input checked="" type="checkbox"/> 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.
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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.

Lockheed Martin
Integrated Systems, Inc.

NAME OF CONTRACTOR

SIGNATURE

TYPED NAME AND TITLE

DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*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.	21. UNITED STATES OF AMERICA By: _____ CONTRACTING/ORDERING OFFICER	01/19/2006	22. TOTAL \$1,401,562
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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The purpose of this modification is to allot the final increment of funding. Accordingly, this Task Order is modified as follows:

A. Funding in the amount of \$300,562 is hereby obligated for SLIN 0001AA. Informational SLIN's 0001AK, 0001AL and 0001AM are added to the schedule in section B, as shown in the attached Task Order conformed copy. Also, ACRN:AK (\$144,000), ACRN:AL (\$12,000) and ACRN:AM (\$144,562) are added to the Accounting Data in Section G.

B. As a result of the above, the total funded amount of this order is increased from \$1,101,000 by \$300,562 to \$1,401,562. This order is now fully funded.

C. All other terms and conditions of this order remain unchanged.

Attach: (1) Task Order conformed copy - 10 pages

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

0001 TERM FORM TASK \$1,401,562
ORDER - SEE FAR
16.306(d)2

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AA	Engineering and Fabrication Support for Littoral Combat Ship Integration of Remote Minehunting System in accordance with the attached Statement of Work ACRN:AA \$45,000 (RDT&E)					\$1,401,562

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AB	Additional funding for SLIN 0001AA ACRN:AB \$45,000 (RDT&E)		1.0 Lot	\$0	\$0	\$0

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AC	Additional funding for SLIN 0001AA ACRN:AC \$30,000 (RDT&E)		1.0 Lot	\$0	\$0	\$0

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AD	Additional funding for SLIN 0001AA ACRN:AD \$22,000 (RDT&E)		1.0 Lot	\$0	\$0	\$0

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AE	Additional funding for SLIN 0001AA ACRN:AE \$90,000 (RDT&E)		1.0 Lot	\$0	\$0	\$0

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AF	Additional funding for SLIN 0001AA ACRN:AF \$40,000 (RDT&E)		1.0 Lot	\$0	\$0	\$0

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AG	Additional funding for SLIN 0001AA ACRN:AG \$429,000 (RDT&E)		1.0 Lot	\$0	\$0	\$0

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AH	Additional funding for SLIN 0001AA ACRN:AH \$100,000 (RDT&E)		1.0 Lot	\$0	\$0	\$0

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AJ	Additional		1.0 Lot	\$0	\$0	\$0

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funding for SLIN
0001AA ACRN:AJ
\$300,000 (RDT&E)

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AK	Additional funding for SLIN 0001AA ACRN:AK \$144,000 (RDT&E)		1.0 Lot	\$0	\$0	\$0

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AL	Additional funding for SLIN 0001AA ACRN:AL \$12,000 (RDT&E)		1.0 Lot	\$0	\$0	\$0

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AM	Additional funding for SLIN 0001AA ACRN:AM \$144,562 (RDT&E)		1.0 Lot	\$0	\$0	\$0

INCREMENTAL FUNDING SCHEDULE

This order is incrementally funded. FAR 52.232-22 LIMITATION OF FUNDS (APR 1984) in section I of the basic contract applies. The Government anticipates that funding will be allotted to this order in accordance with the following schedule:

Upon Award - \$1,091,000

7 September 2005 - (\$290,000) DECREASE

22 November 2005 - \$300,000

31 March 2006 - \$300,562

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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 MARKING

Packaging and marking shall be in accordance with best commercial practices.

SHIP TO ADDRESS

NAVAL SUPPORT ACTIVITY PANAMA CITY
ATTN: RECEIVING OFFICER
101 VERNON AVENUE
PANAMA CITY BEACH FL 32407-7018
FOB: DESTINATION

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE

All items delivered under this task order will be inspected and accepted by Government personnel at the Naval Surface Warfare Center, Panama City, Florida.

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SECTION F DELIVERIES OR PERFORMANCE

PERIOD OF PERFORMANCE

The period of performance shall be from the date of issuance of the task order until one (1) year after task order award.

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Amount
0001AA	51322520	45000.00
LLA :		
AA: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9Q0571800		
0001AB	51322521	45000.00
LLA :		
AB: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9Q0571700		
0001AC	51322523	30000.00
LLA :		
AC: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9Q0572600		
0001AD	51322525	22000.00
LLA :		
AD: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9Q0563000		
0001AE	51322526	90000.00
LLA :		
AE: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9Q0520000		
0001AF	51322531	40000.00
LLA :		
AF: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9Q0571100		
0001AG	51322532	429000.00
LLA :		
AG: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9Q0571200		
0001AH	51434630	390000.00
LLA :		
AH: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9Q0571100		
MOD 1		
0001AH	51434630	(290000.00)
LLA :		
AH: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9Q0571100		
MOD 2		
0001AJ	53182271	300000.00
LLA :		
AJ: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9Q0672100		
MOD 3		
0001AK	60125798	144000.00
LLA :		
AK: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9Q0671200		
0001AL	60125812	12000.00
LLA :		
AL: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9Q0672200		
0001AM	60176728	144562.00
LLA :		
AM: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9Q0671100		

CONTRACT SPECIALIST

Robert D. Kuczenski, Code XPS1
Naval Surface Warfare Center Panama City
110 Vernon Avenue
Panama City FL 32407-7001

TASK ORDER MANAGER

Byron M. Matthews, Code A92
Naval Surface Warfare Center Panama City
110 Vernon Avenue
Panama City FL 32407-7001

INVOICING INSTRUCTIONS

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(a) The contractor shall submit vouchers not more often than once a month. 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 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 submit the original plus one copy of each voucher to the Contract Specialist identified in Section G, and one copy to the Task Order Manager (TOM). The Contracting Officer will certify all approved vouchers, and forward them electronically to the cognizant paying office for payment.

(d) The TOM 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.

SECTION H SPECIAL CONTRACT REQUIREMENTS

SEE BASIC CONTRACT SECTION H

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SECTION I CONTRACT CLAUSES

SEE BASIC CONTRACT SECTION I

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SECTION J LIST OF ATTACHMENTS

- Statement of Work
- Contract Data Requirements List
- DD Form 254, Contract Security Classification Specification

3.0 REQUIREMENTS

3.1 Design and Development Support

3.1.1 The contractor will conduct Remote Minehunting Vehicle (RMV) cradle (including VHTE and maintenance platforms) design and analysis per NSWC PC provided criteria. The design will be an ongoing process, as such NSWC PC design criteria will be provided as the design matures and ship interface data becomes available. The cradle design will require finite element and shock analysis. The contractor will provide 71 man-wks.

3.1.2 The contractor shall use the current Remote Minehunting System (RMS) AN/WLD-1 drawing and documentation and provide engineering support in support of RMS modifications. Modifications shall include vehicle, software, and data link modifications. The contractor will provide 12 man-wks.

3.2 Systems Engineering

3.2.1 The contractor shall use the current RMV WLD-1 drawing and documentation (currently owned and maintained by Lockheed Martin) to support systems engineering efforts. The contractor shall provide systems engineering support as determined by Government Furnished Information (GFI). Typical tasks include documentations reviews, providing systems engineering data, and Subject Matter Experts (SME). The contractor shall provide 20 man-wks engineering time in support of this task.

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

3.3 Data Link Production Support

The contractor shall use current RMS WLD-1 drawing documentation and GFI to support the production of deliverable RMS electronics equipment. The contractor shall have production experience with RMS electronics delivered under the WLD-1 program. Approximately 5 man-weeks will be required to support this task.

3.3.1 The contractor shall supply expertise in fabricating and testing tactical electronic equipment. The contractor shall provide personnel familiar with WLD-1 components and installation for telephone and limited on-site support for equipment fabrication. Mechanical part production advice, electronics part selection, and electronics assembly advice will be provided. The contractor shall provide existing documentation from RMS production efforts on an "as needed" basis.

3.3.2 The contractor shall provide support by consolidating a GFI drawing package with Engineering Change Notices (ECNs) provided as GFI to ensure accurate fabrication information for selected RMS subsystems.

3.3.3 The contractor shall provide technical inputs and expert engineering support for subcontract items to be purchased in the production of select RMS subsystems. The support will be in the form of telephone conferences with NSWC PC and subcontractors and technical inputs to the Government in the writing statements of work (SOW) and evaluating contract proposals.

3.4 Software Support

The contractor shall use current software documentation and code provided as GFI to support software engineering and development efforts. All work will be conducted by tasking letter per LCS RMS Procedure C001. Software engineering time in support of this task is estimated to be 12 man-weeks.

3.4.1 The contractor shall provide software engineering support as requested by NSWC PC. Typical tasks shall consist of documentations reviews, providing software engineering data, and SMEs. Typically, the contractor shall provide information to NSWC PC as email or phone conversations. Limited onsite support at NSWC PC will be expected.

3.4.2 The contractor shall provide software updates of specific RMS Computer Software Configuration Items (CSCIs) that address obsolescent hardware replacements. No new functionality is required of these updates. Updates are to be documented in the form of System Problem Reports, but are not to be incorporated into the AN/WLD-1(V)1 configuration management structure.

3.4.3 The contractor shall plan and execute Data Reviews including the review of software information and documents. The contractor shall provide comments on GFI, engineering data, and expert opinion. Typically, the contractor shall provide information to NSWC PC as email or phone conversations.

3.4.4 The contractor document all changes/updates to software engineering documents and designs and provide them to NSWC PC.

3.4.5 The contractor shall provide expert advice, options, data and recommendations concerning software development efforts. The contractor shall have a minimum of five years experience with RMS operations and design.

3.5 Prototype Development and Fabrication Support

The contractor shall design and fabricate engineering prototypes and breadboard models as required in accordance with GFI. The contractor shall provide shop personnel, procure parts, fabricate parts, and conduct testing. The contractor shall provide approximately 5 man-wks and \$100k materials in support of this tasking. The contractor shall also provide expert fabrication advice from a manufacture experienced in cradle fabrication and testing to Navy standards. The contractor shall provide 5 man wks. The contractor shall procure cradle long lead materials of approximately 130k.

3.6 Drawings and Analysis Support

3.6.1 The contractor will deliver all design and analysis information including design notebook, hand calculations, analysis, solid models and 2-d drawings upon completion of this task order and/or as requested by NSWPC.

3.6.2 Models, drawings and associated analysis transitioning to final design shall be maintained by an established Configuration Management system. The configuration management system shall be reviewed by NSWPC. All discrepancies (related to drawing, solid model and analysis configuration management) shall be resolved by the contractor within 5 working days.

3.6.3 The contractor shall generate fabrication drawings from the solid models. Drawings will be provided in the model native format. All solid model formats will be approved by NSWPC. PRO-E and Solid Edge are considered acceptable solid model formats. The contractor shall maintain configuration of all drawings. The contractor shall provide 2,019 hours of support.

3.7 Status Reports

The contractor shall prepare a bi-weekly status report that documents the status of contractor effort towards achieving contract objectives. The report shall identify accomplishments to date and difficulties encountered, and compare the status achieved to planned goals and the resources expended.

3.8 In-Process Reviews and Meeting Support

3.8.1 The contractor shall conduct periodic IPRs to ensure communications between NSWPC and the contractor with minimal impact to the contractor's design/analysis efforts.

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

3.8.3 The contractor will support periodic on-site review of designs and calculations. Typically NSWPC personnel (and NSWPC support contractors) will conduct on-site reviews including reviewing the "as is" design and analysis. Typically, the contractor will not prepare presentations or other material. The contractor may be requested to send "as is" design information prior to or after the meeting.

3.8.4 The contractor shall provide design review support at NSWC, an estimated two reviews will be required.

3.8.5 The contractor will 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 3.1. These exchanges may cause minor interface changes; any significant design change (more than one man day) will require approval of NSWC-PC project engineer. Estimated engineering time was included in section 3.1 estimate.

3.9 System Integration and Test Support

The contractor shall participate in NSWC PC integration and test activities as required. Activities will typically last for the duration of this task order. The contractor shall support test planning, data collection, and reporting and shall participate as required. Integration and test activities will mainly take place at NSWC PC. The contractor shall also develop test plans, test procedures, and test reports as required. The contractor shall support purchase and shipment of parts and materials needed to support testing and integration activities. Parts and materials to be purchased shall include electronic components, electrodes, navigation and tracking components, repair parts, laboratory materials and equipment, and safety equipment. The contractor shall not purchase any computer systems. The estimated amount of test equipment and materials to be purchased shall not exceed \$5,000.00.

3.10 Overnight Shipping

The contractor shall provide overnight shipping of items including documentation and drawings to various Government and contractor facilities when the NSWC PC Shipping Department is not available. Approximately 20 packages will require shipping during the task order period of performance.

3.11 Travel

The following travel is required to support SOW tasking. The contractor will travel to NSWC Panama City FL (5 trips), Washington DC (5 trips), West Palm Beach FL (5 trips) and Syracuse NY (5 trips). An estimated 20 trips will be required. The number of trips to each destination specified above may be varied as program requirements dictate, provided that the total estimated travel cost is not exceeded. However, under no circumstances may the contractor travel to a destination other than one of those specified above without the expressed written consent of the Contracting Officer.

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. Additional GFI consisting of RMS/LCS technical documentation, program documentation, and scheduling information will be provided by the Government throughout the task order period of performance. Disposition of GFI will be provided by the NSWC 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 one (1) year after task order award.

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 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 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 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