

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4073	2. DELIVERY ORDER NO. 0002	3. EFFECTIVE DATE 08/10/2004	4. PURCHASE REQUEST NO. N61331-04-NR-00047
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5. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City, FL 32407-7001	CODE N61331	6. ADMINISTERED BY NSWC, DAHLGREN DIVISION 17320 Dahlgren Road Dahlgren, VA 22448-5100	CODE N00178
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7. CONTRACTOR John J. McMullen Associates, Inc. 4300 King Street Alexandria, VA TIN: 13-5679965	CODE 4K920	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY NSWC, DAHLGREN DIVISION 17320 Dahlgren Road Dahlgren, VA 22448-5100	CODE N00178
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13. TYPE OF ORDER	D	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.

John J. McMullen Associates, Inc.	Ken Siegman, Vice President
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: _____	08/11/2004 CONTRACTING/ORDERING OFFICER	22. TOTAL
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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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GENERAL INFORMATION

John J. McMullen Associates is the incumbent contractor. The contract type was NTE FFP.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

0001 Services and data
per statement of
work

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
0001AA	Services and technical data per statement of work (O&MN,N)	1.0 Lot		

For FFP Items:

Item	Supplies/Services Qty	Unit Unit Price	Total Price
0002			

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
0003		
0003AA	ODC in support of SLIN 0001AA (O&MN,N)	1.0 Lot

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Services In Accordance With The attached Statement of Work:

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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be at Destination.

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SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Performance shall be from award through 30 September 04.

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Incremental Amount
0003AA	41193507	
LLA :		
AA:97X4930 NH1E 000 77777 0 000178 2F 000000 31AMC04004DC		

Contract Specialist

Code XPS1
110 Vernon Ave.
Panama City, FL 32407

850-235-5389

SECTION H SPECIAL CONTRACT REQUIREMENTS

HH51 AUTHORIZATION FOR USE OF SUBCONTRACTED LABOR

(a) Authorization to use subcontracted labor consists of two separate and distinct procedures; consent and approval. Subcontracts must meet both the consent and approval requirements of this clause to be considered allowable.

(b) Consent. Consent to subcontract shall be obtained from the Administrative Contracting Officer (ACO) in accordance with the applicable Subcontracts clause incorporated herein.

(c) Approval. The Procuring Contracting Officer's (PCO) approval is required for all subcontracts for direct services, i.e., any labor performed by other than bona-fide employees of the contractor, such as "consultants". The existence of an approved purchasing system does not affect the requirement for PCO approval.

(1) Direct services subcontracts subject to consent requirements. The contractor shall obtain approval by forwarding a request for consent to subcontract to the ACO, via the PCO. The request shall include two copies of the proposed subcontract and a cover letter. The PCO shall review the request for adherence to the contractor's proposal submitted in response to the solicitation that resulted in the basic contract, comment on the source selection and pricing aspects as appropriate, and forward the request to the ACO for final action. The PCO will provide the contractor a copy of the forwarding letter.

(2) Direct services subcontracts not subject to consent requirements. The contractor shall obtain approval by forwarding one copy of all direct services subcontracts not subject to consent requirements to the PCO.

(3) PCO approval is granted to subcontract with the firms listed below. Subcontract direct services shall be provided only by the following companies and to a maximum of the hours shown for each:

* Subcontractors Manhours

* Offerors shall fill in data conforming to their technical and cost proposals.

(4) The contractor shall obtain PCO approval in writing for all additional firms prior to their performance of any direct services under the contract. The contractor shall fully justify why the additional firms are necessary for performance, as well as other matters pertaining to selection and pricing.

HH52 PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT

None of the services required by this contract shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written approval of the Procuring Contracting Officer.

HH71 CONTROL OF TECHNICAL DATA (JUN 2002)

(a) The Contractor shall distribute data items according to the distribution shown on the Contract Data

Requirements List(s) (CDRL), provided as an Exhibit to this contract. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

(b) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

- (1) Naval Undersea Warfare Center Division, Newport
- (2) Contract, Order, and ELIN Numbers
- (3) Report Title
- (4) Date of Report
- (5) Contractor (division which generated the report)

(c) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

HD11 PRESERVATION, PACKAGING, PACKING AND MARKING (SEP 2001)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: (from DD Form 1447 Block 2 or DD Form 1155 Block 1)

ORDER NUMBER (if an Indefinite Delivery contract): (from DD Form 1155 Block 2)

REQUISITION NUMBER: (from DD Form 1447, except for orders use DD Form 1155 Block 4)

MARK FOR:

Name Code Telephone No.

HG1 SUBMISSION OF INVOICES – COST REIMBURSEMENT

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four (4) copies, to the contract auditor at the following address: See clause G12, Cognizant DCAA, unless waived by DCAA. If Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this contract, provide duplicate information to eCraft.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

- (e) A DD Form 250, "Material Inspection and Receiving Report", is not required.
- (f) A Certificate of Performance is required unless Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this contract.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract. The Government may indicate final acceptance on DD Form 250 or by other appropriate means such as a Certificate of Final Acceptance.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, costs will be allocated on a first-in first-out basis. For example, invoice ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc.

HH52 PRIOR WRITTEN PERMISSION REQUIRED TO UBCONTRACT

None of the services required by this contract shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written approval of the Procuring Contracting Officer.

HH71 CONTROL OF TECHNICAL DATA (JUN 2002)

(a) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this contract. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

(b) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

- (1) Naval Undersea Warfare Center Division, Newport
- (2) Contract, Order, and ELIN Numbers
- (3) Report Title
- (4) Date of Report
- (5) Contractor (division which generated the report)

(c) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

HF23 DELIVERY OF DATA - IDIQ (SEP 2001)

Place and time of delivery of data shall be as specified on the DD Form 1423, Contract Data Requirements List (CDRL), supplied with each order. CDRLs included in the basic contract are representative of data likely to be required during performance. The CDRLs furnished with the individual Orders shall control. Any change in the delivery of data must be made by a formal modification to the order.

**STATEMENT OF WORK
FOR
DAMAGE CONTROL ENGINEERING SUPPORT, part 3**

1.0 SCOPE

The Fleet Support Branch (Code E53) of the Naval Surface Warfare Center Panama City (NSWCPC) has been tasked by NAVSEA 05P4 to provide Engineering Support including technical information to assist Fleet Damage Control (DC) Officers to improve DC readiness aboard naval ships in the Fleet.

2.0 APPLICABLE DOCUMENTS

None

3.0 REQUIREMENTS

3.1 Technical Specifications

The contractor shall provide technical support to assist SEA 05P4 with damage control issues and action items through research and distribution of technical information items (including updates to technical documents) to naval ships in the Fleet for utilization. The Contractor shall also provide the items listed below:

- a. Technical support to respond to Fleet damage control issues and requests for technical information including preparation and distribution of technical information on CD-ROMs.
- b. Provide technical assistance to SEA 05P4 with updating technical information for damage control articles posted on the Damage Control Web site.
- c. Provide support at the Damage Control Engineering Testing Facility (DCETF) at the Naval Reserve Center Baltimore, MD for testing preparedness and refitting.
- d. Development of prototype damage control/personal protection kit for training and incorporation into the fleet.
- e. Continue to develop a history document listing describing damage control materials and equipment used in the past along with items that are planned for acceptance testing and possible utilization in the future.

3.2 Maintenance Requirements

The Contractor shall update and maintain the DC technical information in the libraries at SEA 05P4, NRC Baltimore, MD.

3.3 Progress Reviews

The contractor shall survey designated Damage Control Officers to ensure technical information distributions are correct. Reviews will be conducted at a NAVSEA facility or at the contractors' facility with NAVSEA 05P4 personnel.

3.4 System Evaluation

The contractor shall evaluate the effectiveness of the proposed technical information utilization such as preparing items for posting on the Damage Control Web Site, developing paper copies or CD-ROM copies for distribution. The contractor shall also identify any problems recognized and shall propose solutions to SEA 05P4 for the problems identified.

3.5 Progress Report

The contractor shall provide monthly progress reports, which shall include progress to date and a description of any problems encountered. Reports shall start 30 days after the task is awarded and continue monthly until the delivery order is completed. Reports will be emailed to _____ of NAVSEA 05P4, _____ and _____ both of NSWCP E53 and the NSWCP buyer of this task.

3.6 Final Report

The contractor shall provide three copies of a final report covering all items delineated in Statement of Work paragraph 3.0.

3.7 Travel

Three (3) trips for one person are required to the DCETF Baltimore, MD.

4.0 GOVERNMENT FURNISHED PROPERTY (GFP)

_____ of NAVSEA 05P4 at the Washington Navy Yard in Washington D.C. will provide all GFP within two weeks of contract award. All remaining GFP shall be returned to the Government at the completion of this contract.

NAVSEA 05P4
Damage Control and Personnel Protection
Phone 202-781-3634
DSN 326-3634
E-Mail: _____

4.1 Government Furnished Information (GFI)

Technical issue items (approximately 20) requested from the Fleet along with updated address information. Damage Control items to be distributed to the Fleet for evaluation: Training documentation and technical documents such as NSTMs, equipment manuals, ordering information and OEM instructions. Additionally, SEA 05P4 and JJMA Libraries of Damage control technical Documents and OEM equipment information will be provided throughout the contract period of performance.

4.2 Government Furnished Equipment (GFE)

None

5.0 DELIVERABLES

All data deliverables shall be submitted in accordance with the attached DD Form 1423.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be from award of task through 30 September 2004.

7.0 SECURITY

All work on this task shall be UNCLASSIFIED.

8.0 DISTRIBUTION LIMITATION STATEMENT

Technical documents generated under this contract shall carry the following distribution limitation and destruction notice statements:

DISTRIBUTION AUTHORIZED TO THE DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY: ADMINISTRATIVE OR OPERATIONAL USE (DATE), OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO NAVAL SEA SYSTEMS COMMAND, SEA 05P4, 1333 ISSAC HULL AVENUE, SE STOP 5149, WASHINGTON, DC 20376-5149.

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 markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract 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 price 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 price if AQL requirement is not met
Completion of tasks within firm fixed price	Satisfactory completion of all tasks within the award price	Final price at or below agreed to price of the order	Review of final payment voucher	Incentive payment equal to 10% of price under run

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/Pr No. listed in Block E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____		
D. SYSTEM/ITEM Damage Control Engineering			E. CONTRACT/PR NO. N00178-4119-3507		F. CONTRACTOR	
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES		3. SUBTITLE SYSTEM EVALUATIONS			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE SOW PARA 3.1, 3.4		6. REQUIRING OFFICE NSWCPC CODE E53		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE SOW 8.0	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION		
8. APP CODE A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION 5 DARC	a. ADDRESSEE	b. COPIES		
				Draft	Final	
				Reg	Repro	
18. REMARKS			15. TOTAL			
<p>Blk 8: Approval shall be for format and technical content. The Government will review the initial submittal and comment within 5 days after receipt. All Government comments shall be incorporated into the subsequent submittal.</p> <p>Blk 12: Initial submittals are due within 15 days after receipt of GFI.</p> <p>Blk 13: "DARC" means "Days After Receipt of Government Comments".</p> <p>Blk 14: Reproducible copy shall be submitted as Microsoft Word 2000 files on 3.5" diskettes or via E-mail to:</p>			NSWCPC Code E53	1	1	1
			NAVSEA 05P4	1	1	1
			LT ONLY:			
			NSWCPC XPS2			
				2	2	2

17. PRICE GROUP

18 ESTIMATED TOTAL PRICE

1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES		3. SUBTITLE HISTORY DOCUMENT		
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE SOW PARA 3.1 (D)		6. REQUIRING OFFICE NSWCPC CODE E53		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE SOW 8.0	10. FREQUENCY 2TIMES	12. DATE OF FIRST SUBMISSION 20 APR 04	14. DISTRIBUTION		
8. APP CODE A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION 30 APR 04	a. ADDRESSEE	b. COPIES		
				Draft	Final	
				Reg	Repro	
18. REMARKS			15. TOTAL			
<p>Blk 8: Approval shall be for format and technical content. The Government will review the initial submittal and comment within 5 days after receipt. All Government comments shall be incorporated into the subsequent submittal.</p> <p>Blk 14: Reproducible copy shall be submitted as Microsoft Word 2000 files on 3.5" diskettes or via E-mail to:</p>			NSWCPC Code E53	1	1	1
			NAVSEA 05P4	1	1	1
			LT ONLY:			
			NSWCPC XPS2			
				2	2	2

17. PRICE GROUP

18 ESTIMATED TOTAL PRICE

G. PREPARED BY , NSWC-PC Code E53		H. DATE 26 April 2004	I. APPROVED BY <i>[Signature]</i>		J. DATE 27 April 2004
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CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/Pr No. listed in Block E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM Damage Control Engineering		E. CONTRACT/PR NO. N00178-4119-3507		F. CONTRACTOR	
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM STATUS REPORT		3. SUBTITLE MONTHLY PROGRESS REPORT		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80368		5. CONTRACT REFERENCE SOW PARA 3.3		6. REQUIRING OFFICE NSWCPC CODE E53	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE SOW 8.0	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 30 DAC	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES
16. REMARKS Blk 11: Report shall be current through to the last day of each month. Blk 13: Submit report monthly, no later than the 10 th of each month. Blk 14: Reproducible copy shall be submitted as Microsoft Word 2000 files via E-mail to:				Draft	Final
					Reg
				NSWCPC Code E53	1
				NAVSEA 05P4	1
				NSWCPC XPS2	1
				15. TOTAL	3
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM CONTRACT SUMMARY REPORT		3. SUBTITLE FINAL REPORT	
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-80447		5. CONTRACT REFERENCE SOW PARA 3.1 (D)		6. REQUIRING OFFICE NSWCPC CODE E53	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE SOW 8.0	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION 30 APR 04	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES
16. REMARKS Blk 14: Reproducible copy shall be submitted as Microsoft Word 2000 files via E-mail to:				Draft	Final
					Reg
				NSWCPC Code E53	1
				NAVSEA 05P4	1
				NSWCPC XPS2	1
				15. TOTAL	3
G. PREPARED BY NSWC-PC Code E53		H. DATE 26 April 2004		I. APPROVED BY <i>[Signature]</i>	
				J. DATE 27 April 2004	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

- Item A. Self-explanatory.
- Item B. Self-explanatory.
- Item C. Mark (x) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning", "Configuration Management", etc.
- Item D. Enter name of system/item being acquired that data will support
- Item E. Self-explanatory (to be filled in after contract award).
- Item F. Self-explanatory (to be filled in after contract award).
- Item G. Signature of preparer of CDRL.
- Item H. Date CDRL was prepared.
- Item I. Signature of CDRL approval authority.
- Item J. Date CDRL was approved.

- Item 1. See DoD FAR Supplement 4.71 for proper numbering.
- Item 2. Enter title as it appears on data acquisition document cited in Item 4.
- Item 3. Enter subtitle of data item for further definition of data item (optional entry).
- Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.
- Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).
- Item 6. Enter technical office responsible for ensuring adequacy of the data item.
- Item 7. Specify requirement for inspection/acceptance of the data item by the Government.
- Item 8. Specify requirement for approval of a draft before preparation of the final data item.
- Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).
- Item 10. Specify number of times data items are to be delivered.
- Item 11. Specify as-of date of data item, when applicable.
- Item 12. Specify when first submittal is required.
- Item 13. Specify when subsequent submittals are required, when applicable.
- Item 14. Enter addresses and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.
- Item 15. Enter total number of draft/final copies to be delivered.
- Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred, as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.