

1st. Actually submits or specifically identifies in writing factual data and estimated prices separately - this means completing the DD Form 633 correctly and submitting necessary supporting schedules.

2nd. Certifies the data are accurate, complete and current as of the date of agreement on price.

3rd. Accepts defective pricing, audit and subcontractor certification clauses in his contract.

Additionally the contracting officer must:

1st. Analyze the data which is needed to negotiate a fair and reasonable price.

2nd. After negotiation require the contractor to certify that he has either actually submitted - or identified in writing - all significant factual data and that such data are accurate, complete and current as of the date of agreement on price.

3rd. Assure the appropriate clauses are included in the contract.

Last, Document the files to assure "trackability" - that is - that the data the contractor submitted and certified was or was not the data on which the contracting officer relied in negotiation.

I've been discussing the cost or pricing data requirements of Public Law 87-653 and its ASPR implementation. Before closing, I want to emphasize the individual responsibility of the contracting officer for complying with these requirements.

It may seem obvious, but the first step is a complete understanding of what's expected. When you have the responsibility for contract price negotiations, then it's imperative that you be thoroughly conversant with the ASPR coverage in this area, including a detailed study of the DD Form 633. This form is an integral part of the coverage and makes clear that you are required to secure the cost or pricing data required by Public Law 87-653. Otherwise you must secure a Secretarial Waiver.

The contracting officer should make sure that the contractors he's dealing with appreciate and understand exactly what is required in terms of written submission or identification of supporting cost or pricing data. This should be done by personal contact and specific instructions in the RFO. If you have any reason to anticipate a potential problem with a particular contractor, then the time to resolve it is now. This will avoid the delay which will occur in the event the contractor submits inadequate supporting data with his proposal. If you cannot communicate with the contractor at