or non-current pricing data caused the price to be increased, and (iii) the dollar amount by which the price was increased as a result thereof. The Government has the burden of proving every element in the chain of proof necessary to substantiate its claim.

(2) When the contractor made data available to the auditor for his use in auditing the proposal, that was sufficient furnishing of data, and the contractor was under no obligation to furnish to the contracting officer personally data not requested by him which had already been made available to the auditor and which had been used and referred to in the audit report.

(3) A clear distinction is drawn beteen "fact" and "judgement."

(4) While the company failed to disclose significant pricing data, the Government has not sustained the burden of proving that the non-disclosure caused any increase in price.

<u>LOCKHEED AIRCRAFT CORPORATION</u>

67-1 BCA paragraph 6356; May 18, 1967

The Board held:

(1) The subcontractor should have disclosed that in excess of 90 percent of the materials needed had already been purchased and significant reductions in material costs were experienced. The gesture allegedly made that all records were available was practically meaningless absent any inkling that such specific significant data was in reality present and available. In <u>American Bosch Arma</u> there was actual disclosure as the auditor in fact physically examined the records and reported the results of the examination. In this appeal the Government auditors did not physically examine the purchase orders and the pricing data made available was not complete or current.

(2) The Government is bound by its examination of the limited records because there was disclosure to that extent.

(3) With only 3 percent of labor cost incurred, the historical or factual data regarding the labor rate is too minimal as a basis for a violation of the clause. The rate advanced by the subcontractor was projective and was not nor intended to be factual in nature.