

1. SCOPE

- 1.1 Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with <GENERAL ELECTRIC CO> drawing number (<99207>) <3002T99P01> , Revision <G> and all details and specifications referenced therein.
- 1.2 Unless expressly provided for elsewhere in this clause, equipment such as fixtures, jigs, dies, patterns, mylars, special tooling, test equipment, or any other manufacturing aid required for the manufacture and/or testing of the subject item(s) will not be provided by the Government or any other source and is the sole responsibility of the contractor. The foregoing applies notwithstanding any reference to such equipment or the furnishing thereof that may be contained in any drawing or referenced specification.
- 1.3 The use of MIL-W-81381 wire in any item to be delivered under this procurement is prohibited. The foregoing prohibition applies notwithstanding any reference to MIL-W-81381 wire that may be made in any of the drawings or specifications for this procurement. MIL-W-22759 series wire shall be used in lieu of MIL-W-81381 wire, in any place where MIL-W-81381 wire is cited in this procurement. Any questions concerning this requirement should be directed to the Procuring Contracting Officer.
- 1.4 If MIL-STD-454 is referenced in the drawings or in the specification, the contractor is expected to show compliance with MIL-STD-2000A. Personnel performing tasks in accordance with MIL-STD-2000A shall be trained and certified as required by MIL-STD-2000A paragraph 5.1.4.
- 1.5 . Markings shall be in accordance with MIL-STD-130, Revision <H> , paragraphs 5.3.3 (a), (b), (c) and (g). Method and location shall be in accordance with drawing.
- 1.6 . The contractor shall include on the detailed process/operation sheets developed, (1) all in house manufacturing processes and (2) the identity of all manufacturing sources performing processes/operations outside their facility. These sheets shall not be revised or altered after the successful completion of First Article or Production Lot Testing without approval from the Basic Design Engineering activity, via the PCO.
- 1.7 . The Inspection Method Sheets which list the characteristics of each item produced under the contract shall have serial number traceability to the raw material, casting, or forging.

2. APPLICABLE DOCUMENTS

2.1

DRAWING NO.	CAGE	REV	DOC TYPE	DISTR CD	SHEET NR	REV	TYPE	SIZE
3002T99P01	99207	G		X				

3. REQUIREMENTS - NOT APPLICABLE

4. QUALITY ASSURANCE

- 4.1 The tests to be performed under the First Article approval clause (FAR 52.209-4) of the contract are listed below.
 - 4.1.1 Dimensional test (special)
<APPLIES>
 - 4.1.2 Requirements of:
<N/A>
 - 4.1.3 Form:
<APPLIES>
 - 4.1.4 Fit:
<APPLIES>
 - 4.1.5 Function
<N/A>
 - 4.1.6 Compliance with drawing (<99207>) <3002T99P01> , Revision <G> and specifications referenced therein.
- 4.2 In addition to the above tests, the First Article(s) to be delivered hereunder shall also be subjected to those tests which will demonstrate that the article(s) comply with contract requirements requirements.
- 4.3 The contractor shall be responsible for providing the necessary parts and repair of the First Article Sample(s) during testing.
- 4.4 The cost of the Government testing effort set forth in this solicitation is estimated to be \approx <1200.00> for the first article testing. This cost factor will be added, for solicitation purposes, to the price of all offerors for whom the government will require such testing.

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4.5 Disposition of FAT samples

4.5.1 <APPLIES> Sample(s) shall not be returned to the contractor because they shall be destroyed during testing.

4.5.2 < > Unless otherwise provided for in the contract, sample(s) shall be returned to the contractor and may be considered as production items under the contract provided the sample(s) can be refurbished to ready for issue condition and provided the sample(s) have inspection approval from the cognizant DCMC QAR. Sample(s) may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.

< > Sample(s) shall be returned to the contractor but shall not be considered as production due.

4.6 Test Sample Coating Instructions

4.6.1 Samples are to be unpainted. Corrosive areas are to be coated with a light preservative.

4.7 FAT Approval Criteria

4.7.1 FAR 52.209-4 applies

(A) The contractors shall deliver <2> > unit(s) of the following CAGE (<99207> >) Part Number <3002T99P01> > , Revision <G> > within <300> > calendar days from the date of this contract to the Government at

<NADEP CHERRY POINT
 ATTENTION BETTY LUPTON:6.3.674
 PSCBOX 8021
 MCAS CHERRY POINT, N.C. 28533-5030> >

Marking of test sample(s) shipping container shall be as follows, citing this contract number: "FOR FIRST ARTICLE TESTING. NOT RFI MATERIAL. DO NOT TAKE UP IN STOCK CONTRACT NUMBER: _____"

For First Article Test, the shipping documentation shall contain this contract number and lot/item identification. The characteristics that the First Article must meet and the testing requirements are specified elsewhere in this contract.

(B) Upon shipment of First Article sample(s), two (2) copies of the Material Inspection and Receiving Report (DD Form 250) bearing the QAR's signature and indication of preliminary inspection shall be forwarded to the NAVICP-Philadelphia code cited in Block 10.a of SF33, with duplicate copies to NAVICP code 072 and to the designated test facility. The envelopes shall be clearly marked: "DO NOT OPEN IN MAIL ROOM".

Within <30> > days after receipt of the samples, the test site shall complete testing/evaluation and submit two (2) copies of their test report with conclusions and recommendations to the NAVICP code cited in Block 10.a of the SF33.

(C) Within <45> > calendar days after the Government receives the First Article, the contracting officer shall notify the contractor, in writing, of the approval, conditional approval, or disapproval of the First Article. The notice of approval, conditional approval, or disapproval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for disapproval.

(D) If the First Article is disapproved, the contractor, upon Government request, shall submit an additional First Article for testing. After each request, the contractor shall make any necessary changes, modifications, or repairs to the First Article or select another First Article for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional tests following a disapproval. The contractor shall furnish any additional First Article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this First Article within the time limit specified in paragraph (B) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(E) If the contractor fails to deliver any First Article on time, or the contracting officer disapproves any First Article, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract

(F) Unless otherwise provided in the contract, the contractor -

(1) May deliver the approved First Article as part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any First Article from the Government test facility at the contractors expense.

(G) If the Government does not act within the time specified in paragraph (B) or (C) above the contracting officer shall, upon timely written request from the contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

- (H) The contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the First Article during any First Article test.
- (I) Before First Article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Before First Article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government
- (J) The contractor shall produce both the First Article and the production quantity at the same facility and shall submit a certification to this effect with each First Article.
- (K) The contractor shall provide specific written notification to the procuring contracting officer informing him/her of the shipment of any article(s) furnished in accordance with this clause. Such notification must be addressed to the attention of the NAVICP code specified in Block 10.a of the SF33, with copies to NAVICP code 072 and to the testing activity. Failure to provide such notification shall excuse the Government from any delay in performing First Article Testing and informing the contractor of the results thereof.
- (L) Fourteen (14) days prior to shipment of First Article Samples, the contractor shall notify the designated test facility in writing of the anticipated shipping date, with an information copy to the PCO, NAVICP Philadelphia, Attn: (Cite code found in Block 10.a of the SF33). The contractor shall also arrange for preliminary inspection of test samples by the DCMC/QAR.

4.8 Alternate Offers - Waiver of First Article Approval Requirements. (The following provisions supersede any waiver of First Article Approval Requirements terms set forth in clause 52.209-3 or 52.209-4 as appropriate)

(A) Unless otherwise specified in the solicitation, the Naval Inventory Control Point reserves the right to waive the First Article Approval Requirements specified herein for offerors who have previously furnished identical production articles accepted by the Government or the Original Equipment Manufacturer/Prime Manufacturer. An offeror requesting waiver of First Article Requirements shall submit evidence with its offer establishing that:

- (I) the last production unit was delivered within three (3) years of the issue date of this solicitation, and
- (II) the production location to be used for this requirement is the same as used for the previous production run

Additionally, the offeror shall submit a certification, to be executed by the officer or employee for the offer, stating that:

- (I) the articles to be provided will be produced using the same facilities, processes, sequences of operations and approved subcontractors as those previously delivered and accepted by the Government or the Original Equipment Manufacturer/Prime Manufacturer, and
- (II) the previous production units were manufactured without Material Review Board disposition or waiver/deviation request or rejection of pre-production samples for cause.

(NOTE: This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.)

(B) Offerors requesting waiver of First Article Approval Requirements under the provisions of this clause are cautioned to submit two prices for articles required herein - one that is based on compliance with the First Article Approval Requirements and one that is based on a waiver of such requirements. Where an offeror submits only one price and fails to clearly state that the price is based on waiver of the First Article Approval Requirements it will be deemed to be based on compliance with the First Article Approval Requirements

(C) In the event of the First Article Approval Requirement is granted, the delivery schedule for the production items shall be reduced by the number of days designated for delivery of First Article Test unit plus the number of calendar days indicated for the government notification of conditional approval or approval. These requirements are specified in the quality assurance section of this solicitation. If the offeror is unable to meet the desired schedule, he shall insert below the alternate delivery schedule he offers to the government.

Offeror's Proposed Alternate Delivery Schedule
 (Based on Waiver of First Article Approval Requirements)

Within Days:

Item No. _____ Quantity: _____ After Date of Contract: _____

4.9 Production Lot Test Requirements: The tests to be performed under the production lot sample testing provisions of the contract are as follows:

4.9.1 Workmanship
 Production lot samples shall be inspected to determine general workmanship.

4.9.2 Dimension check
 Production lot samples shall be inspected to determine compliance with applicable drawings and/or specifications.

<APPLIES:WITNESSED AND ACCEPTED BY RESIDENT QAR WITH DOCUMENTATION TO:

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NADEP CHERRY POINT AND NAVICP CODE 0733>

4.9.3 Form:
<APPLIES>

4.9.4 Fit:
<N/A>

4.9.5 Function:
<N/A>

4.9.6 Requirement of:
<N/A>

4.10 In addition to the above tests, the production lot samples to be delivered hereunder shall also be subjected to those tests which will demonstrate that the samples comply with the contract requirements.

4.11 The contractor will be responsible for providing the necessary parts and repair of the production lot samples during testing.

4.12 Disposition of test samples

4.12.1 <N/A> Samples shall not be returned to the contractor because they shall be destroyed during testing.

4.12.2 <APPLIES> Unless otherwise provided for in the contract, samples shall be returned to the contractor and may be considered as production items under the contract provided the samples can be refurbished to Ready For Issue condition and provided the samples have inspection approval of the cognizant DCMC QAR. Samples may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.

4.12.3 <N/A> Samples shall be returned to the contractor but shall not be considered as production due.

4.13 Production Lot Test Criteria:

4.14 (A) As specified in this contract, the contractor shall test <2> selected at random by the cognizant Government Inspector (DCMC) as production lot samples. At least fourteen (14) calendar days before beginning the production lot sample tests, the contractor shall notify the contracting officer, in writing, of the time and location of the testing so the Government may witness the tests.

(B) The contractor shall submit the Production Lot Sample Test Report within 15 calendar days from the date of testing. Forward copies of the report in accordance with the distribution cited on the DD1423. Mark reports as follows: "Production Lot Sample Test Report, Contract No. _____ Lot/item No. ____." Within forty-five (45) calendar days after the Government receives the test report, the contracting officer shall notify the contractor, in writing, of the approval, conditional approval, or disapproval of the production lot samples. A notice of disapproval shall cite the reasons for the disapproval. Unless expressly permitted elsewhere in this contract, the delivery of the production articles shall not be made until after notification by the Government of the approval/disapproval of the production lot samples; any production items delivered prior to the notification of the approval/ disapproval of the production lot samples shall be at the contractor's risk.

(C) In the event the contractor does not receive written notification of approval or disapproval of the samples for a particular production lot within forty-five (45) days from their submission for such testing, the contract delivery schedule shall be equitably adjusted as necessary.

(D) If the contractor fails to deliver the test report for any production lot samples within the time or times specified, or if the Contracting Officer disapproves any production lot samples, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract, and this contract shall be subject to termination for default.

(E) In order for a production lot to be acceptable, all samples representative of the lot must pass all of the contract requirements. In the event a sample fails to pass such requirements the lot will be rejected. In such event, the Government may, at its option and at no additional cost to the Government, (I) terminate all or any portion of this contract for default, (II) require the manufacture of a new production lot, or a rework of the rejected production lot if the means and procedures proposed by the contractor for rework are acceptable to the Government, or (III) require the submission of additional samples for test. The foregoing procedures shall apply to new or reworked production lots in the same way as they did to the original production lot.

(F) For each additional sample or each resubmission of a modified sample which the contractor is required to submit for approval hereunder as a result of the failure of a previous sample to conform to the requirements of the specifications, the contractor shall pay the Government the costs of reinspection, shipping, examination, and retesting by the Government, and the contractor and his sureties (if any) shall be liable for the amount of such costs.

4.15 ALTERNATE OFFERORS - Waiver of Production Lot Testing Approval Requirements

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Unless otherwise specified in Section E of this solicitation, the Naval Inventory Control Point reserves the right to waive the Production Lot Testing Approval Requirements specified herein for offerors who have previously furnished IDENTICAL production articles accepted by the Government or the Original Equipment Manufacturer/Prime Manufacturer. An offeror requesting waiver of Production Lot Testing Approval Requirements shall submit evidence with its offer establishing that:

(I) the last production unit was delivered within three (3) years of the issue date of this solicitation and

(II) the production location to be used for this requirement is the same as used for the previous production run

Additionally, the offeror shall submit a certification, to be executed by the officer or employee responsible for the offer, stating that:

(I) the articles to be provided will be produced using the same facilities, processes, sequence of operations and approved subcontractors as those previously delivered and accepted by the Government or the Original Equipment Manufacturer/Prime Manufacturer, and

(II) the previous production units were manufactured without Material Review Board disposition or waiver/deviation request or rejection of pre-production samples for cause.

(NOTE: This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.)

(B) In the event waiver of the Production Lot Testing Approval Requirements is granted, the delivery schedule for the production units shall be one hundred and sixty-five (165) days earlier than that which is desired had the waiver not been granted. If the offeror is unable to meet the desired schedule, he shall insert below the alternate delivery schedule he offers the government.

Offeror's Alternative Proposed Delivery Schedule
 (Based on waiver of Production Lot Testing Approval Requirements)

Within Days:
 Item No. _____ Quantity: _____ After Date of Contract: _____

4.16 . Mandatory Inspection Requirements:

100% Procurement Contracting Officer (PCO) mandatory inspection is required and shall be accomplished at source under the surveillance and final approval of the cognizant DCMAO Quality Assurance Representative (QAR).

During production, mandatory inspection is required to be accomplished by the contractor as follows:

A. Level of Inspection (LOI).

1. Critical characteristics: 100% inspection shall apply.

2. Major and Minor characteristics: LOI shall be in accordance with a _____ sampling plan acceptable to the QAR.

B. Critical characteristics:

<1. FPI PER NOTE 5 AND APPLICABLE SPECIFICATIONS.

2. NOTE 2 MATERIAL SPECIFICATIONS.

3. MARKING REQUIREMENTS.

4. ZONE C-6: MARK "O" AT HIGH POINT OF ECCENTRICITY.

5. SURFACE -B- FACE RUNOUT (ZONE B-5) MUST NOT EXCEED .0005

6. 2.6965-2.6960 DIA F

7. 3.0565-3.0560

8. .8055-.8045

9. 1.6545-1.6543 DIA D>

C. Major and Minor characteristics

1. Shall be defined by the contractor subject to QAR concurrence, unless defined on applicable drawings and associated specifications.

4.17 . Quality/Inspection Requirements

The following quality/inspection requirements apply:

MIL-I-45208A and paragraphs 3.1-3.5, 5.1-5.2, 6.1-6.2 of MIL-Q-9858.

5. PACKAGING- MIL-STD 2073 PACKAGING APPLIES AS FOUND ELSEWHERE IN THE SCHEDULE

6. NOTES - NOT APPLICABLE

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	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM SUMP SEAL	E. CONTRACT/PR NO.	F. CONTRACTOR
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1. DATA ITEM NO.	2. TITLE OF DATA ITEM REQUEST FOR WAIVER	3. SUBTITLE NA
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4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80641B	5. CONTRACT REFERENCE NA	6. REQUIRING OFFICE SEE BLOCK 16
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7. DD 250 REQ XX	9. DIST STATEMENT REQUIRED A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION
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8. APP CODE AN	11. AS OF DATE NA	13. DATE OF SUBSEQUENT SUBMISSION NA	15. TOTAL →	
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16. REMARKS Block 6: Forward additional copy to ASO code cited in block 10.A on page 1. 1. This Data Item Description (DID) contains the format, content, and preparation instructions for the data product resulting from the work task described in paragraph 5.4.4.4 or 5.4.8.4.3 of MIL-STD-973. 2. Copies of the Request for Waiver form are available from the DODSSP, Standardization Documents Order Desk, Building 40, 700 Robbins Avenue, Philadelphia, PA 19111-5094. 3. Format and content: The Request for Waiver format and content shall be in accordance with Appendix E of MIL-STD-973.				
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO.	2. TITLE OF DATA ITEM CERTIFICATION DATA/REPORTS	3. SUBTITLE MATERIAL CERTIFICATION & ANALYSIS
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4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678/17	5. CONTRACT REFERENCE NA	6. REQUIRING OFFICE NADEP
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7. DD 250 REQ L	9. DIST STATEMENT REQUIRED B	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION
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8. APP CODE A	11. AS OF DATE NA	13. DATE OF SUBSEQUENT SUBMISSION ASREQ	15. TOTAL →	
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16. REMARKS Paragraphs 10.1, 10.2, 10.2.1, 10.2.2, 10.2.4 and 10.5 apply. Block 12: First submission to be made upon submission of test sample./ Block 13: Subsequent submission to be made upon completion of contract. /				
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY N00383 0733.2	H. DATE 1999 AUG 19	I. APPROVED BY RONALD A WALTON	DATE 1999 AUG 19
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Ronald A. Walton

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 Subpart 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. DoD 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.

b. 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 requirements 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.