

AWARD/CONTRACT

1. CONTRACT (Proc. Inst. Ident.) NO. AK21-79-G-0136		2. EFFECTIVE DATE 79 SEPT 14	3. REQUISITION/PURCHASE REQUEST/PROJECT NO. DAAK21-79-B-9012	4. CERTIFIED FOR NATIONAL DEFENSE UNDER BSDA REG. 2 AND/OR DMS REG. 1. RATING: S1
5. ISSUED BY Department of the Army Harry Diamond Laboratories 2800 Powder Mill Road Adelphi, MD 20783		6. ADMINISTERED BY (If other than block 5)	7. DELIVERY FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See below)	

8. CONTRACTOR NAME AND ADDRESS (Street, city, county, State, and ZIP code) Rockwell International Corp. Energy Systems Group 8900 DeSoto Avenue Canoga Park, CA 91304	9. DISCOUNT FOR PROMPT PAYMENT None	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12
--	---	--

11. SHIP TO/MARK FOR See Section H, Paragraph H.4	12. PAYMENT WILL BE MADE BY Finance and Accounting Officer Harry Diamond Laboratories 2800 Powder Mill Road Adelphi, MD 20783 *(See Block 16)
---	--

13. THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO: 10 U.S.C. 2304 (a)(1) 41 U.S.C. 252 (a)(1)

14. ACCOUNTING AND APPROPRIATION DATA
**2182040 6A-7063 P612120-2572 S18129 Proj: T0280C
612120H250050 A18R005201A1A9
6.2 RSD FY78 1L162120AH29 Amount Obligated: \$335,800.00**

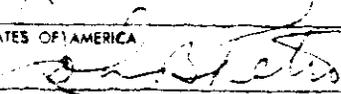
15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
--------------	-----------------------	--------------	----------	----------------	------------

* ADDRESS TO WHERE PAYMENT SHOULD BE MAILED:
**Rockwell International Corporation
Atomics International Division
Post Office Box 360876M
Pittsburgh, PA 15251**

21. TOTAL AMOUNT OF CONTRACT **\$ 335,800.00**
Firm Fixed Price

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return — copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	26. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DAAK21-79-B-9012 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
--	--

NAME OF CONTRACTOR	27. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print)	25. DATE SIGNED	28. NAME OF CONTRACTING OFFICER (Type or print)	29. DATE SIGNED
		JOHN B. PETRO	77 SEPT 14

TABLE OF CONTENTS

Contract DAAK21-79-C-0136 Modification N/A

The following checked sections are contained herein:

(X)			PAGES
		PART II - THE SCHEDULE	
X	E	Supplies/Services and Prices	1
X	F	Description/Specifications	5
X	G	Packaging, and Marking	1
X	H	Deliveries or Performance	1
X	I	Inspection and Acceptance	1
X	J	Special Provisions	1
	K	Contract Administration Data	
		PART III - GENERAL PROVISIONS	
X	L	General Provisions	14
		PART IV - LIST OF DOCUMENTS AND ATTACHMENTS	
X	M	List of Documents, Exhibits and Other Attachments	2

NAME OF OFFEROR OR CONTRACTOR

Rockwell International Corp., Energy Systems Group

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contractor shall dismantle and radioactively decontaminate the Diamond Ordnance Radiation Facility; remove and ship activated material to disposal site; In accordance with Section F.	1	LO	\$335,800.00	\$335,800.0
0001AA	Data, in accordance with DD Form 1423, Attachment No. 5 to Section M.	1	LO	* NSP	* NSP
* NSP = Not Separately Priced.					

CONTINUATION SHEET

PIIR:
DAK21-79-C-0136PART II -- SECTION F
DESCRIPTION/SPECIFICATIONSPAGE:
F.1

"F.1. The contractor shall be responsible for the dismantlement and radioactive decontamination of the reactor facility. (This does not include the removal and shipment of the reactor fuel elements from the facility.)

F.2. The contract will be performed in three (3) phases:

Phase I Preparation of a Dismantlement Plan.
Phase II Dismantlement and radioactive decontamination of the facility.
Phase III Completion of all remaining tasks after Radioactive Survey by U.S. Army Environmental Health Agency.

F.3. Phase I

F.3.1 The contractor shall prepare a dismantlement plan which shall describe the methods and implementing procedures necessary to accomplish the dismantlement and radioactive decontamination of the facility. The plan shall describe the general methods of approach in accomplishing the tasks listed in Phase II of these specifications. (A specific plan format is not required.)

"The general techniques of concrete removal shall be listed. In the event that the use of controlled explosives for the reactor dismantlement is contemplated by the contractor, the use of the explosives shall comply with Federal, State and local regulations. Also, blasting operations shall comply with Section XXV, EM 385-1-1, "General Safety Requirements Manual" of the Corps of Engineers with the exception of paragraph 25.B.04. All explosives and explosive waste shall be removed from the work site by the contractor".

CONTINUATION SHEET

PIIN:
DPAK21-79-C-0134PART II -- SECTION F
DESCRIPTION/SPECIFICATIONSPAGE:
F.2

F.3.2 The dismantlement plan must be approved by the Army Reactor System Health and Safety Review Committee (ARCHS) before Phase II tasks can begin.

F.4. Phase II

F.4.1 The contractor shall be responsible for the safe removal, packaging and shipment of radioactive components and materials to an approved burial site or other activity for disposition; demolishing portions of the biological shield in the exposure room and the reactor pool area. The reactor equipment and structure removal and disposal shall include the following, whether radioactive or not:

- a. Core support structure.
- b. Pool lead shield doors.
- c. Pool water discharge to sanitary sewer (provide analysis to assure within 10CFR20 limits).
- d. Removal of aluminum tank liner and activated concrete under liner, refer to item 4.2 below.
- e. Removal of wood timber lining and activated concrete in the exposure room. Removal of the plug door. Refer to item 4.2 below.
- f. Removal of lead shield hoist and hydraulic system and the lead curtain in exposure room.
- g. Packaging of radioactive material and shipment to disposal site.
- h. The disposal of a 10 curie Americium Beryllium neutron source including transportation in an approved shipping cask to Westinghouse Hanford Company, Richland, Washington.

F.4.2 The contractor shall be responsible for the spectral analyses and dose rate measurements necessary to assure that acceptable surface contamination and residual activity levels are below the limits stated in NRC Guide 1.86. The methodology in decontamination for release for unrestricted use as stated in this Guide shall be followed.

F.4.3 The contractor shall provide its own health physics support including radiation survey instruments and necessary gamma ray spectral analyses. Documentation of current calibration data on these instruments shall be available to the Contracting Officer. All health physics procedures shall be reviewed by the Contracting Officer's Representative for compliance, where applicable, with current copy of Title 10 Chapter 1 Code of Federal Regulations, Part 20 (10CFR20).

F.4.4 The contractor shall be responsible for contamination control, including:

- a. Dust collection and absolute filtering procedures.
- b. Respirator and protective clothing requirements.
- c. Air sampling procedures.
- d. Records of significant radiation surveys and analyses.

Contractor shall make these records available to the Contracting Officer's Representative.

F.4.5 The contractor shall be responsible for any subcontracted work such as shipment and burial of radioactive materials, construction/demolition operations, and the design, test and certification of shipping container, if required.

F.4.6 The contractor shall remove and dispose of three (3) 5000 gallon water hold-up tanks. Disconnect water dilution, air mixing systems, and remove the inlet and exit valving system.

F.4.7 The Contracting Officer has the authority to stop any operation that indicates a radiological hazard to WRAMC personnel, general public, and the environment.

F.4.8 The contractor shall furnish evidence that each individual who will be involved in the dismantling operations has had a medical examination by a practicing licensed physician and a complete blood count.

F.4.9 The Contracting Officer's Representative shall attend or be briefed, in detail, on any informal meetings or discussions with regulatory agency personnel by the contractor.

CONTINUATION SHEET

PIIN:
DAK21-79-C-0136PAGE:
F.4

F.4.10 The contractor shall disconnect and remove wiring for electrical service for reactor auxiliary systems, i.e., lead shield doors, carriage drive, diffuser pump, etc., in relay and power distribution panels.

F.4.11 The overhead crane, air handling system and air compressor shall not be removed.

F.4.12 The contractor shall pack all recoverable equipment, not to be discarded, in weather-proof shipping containers. Selective reactor components (some items radioactive) shall be packaged and shipped to DOE, Hanford Engineering Development Laboratory, Richland, Washington.

F.4.13 Remove jib-crane on main floor and transport it to the AURORA facility, HDL, Adelphi, MD.

F.5 Phase III

F.5.1 A radiation survey and analysis will be performed by the U.S. Army Environmental Health Agency to assure that the contractor has complied with NRC Guide 1.86. Results of this survey must be received by HDL before Phase III tasks begin.

F.5.2 The contractor shall be responsible for the following tasks:

a. Dismantle concrete parapet to bay floor level. (Debris may be used to fill-in pool hole. However, this will require the use of a concrete barrier of adequate strength to prevent the debris from falling into the exposure room. Also, the fill-in operation shall not be above the existing floor level.)

b. Remove absolute filters and replace with new duct sections.

c. Reconnect sewer lines at detention tank area, fill-in hole and relandscape to existing contour.

d. The exposure room air conditioning system inlet and exhaust ducts shall be made operable.

F.5.3 As much as practical, all electric outlets, air, water and sewer lines shall be retained in working order. Specific cases shall be determined by the Contracting Officer's Representative.

F.5.4 All contractor's equipment and accumulated debris shall be removed from the facility area. The contractor shall clean the interior of the facility building of all dirt and accumulated dust before the conclusion of the contract.

CONTINUATION SHEET

PIIN:

DA K21-79-8-013A

PAGE:

F.5

F.6 Hazardous Items List (Safety)

1. Neutron activated materials.
2. Radioactive materials and radioactive contamination.
3. Possible radioactive airborne materials resulting from dismantling work.
4. Possible radioactive liquids (water) resulting from decontamination procedures.

F.7 Drawing List - DORF Decommission

- | | |
|---|------------|
| 1. Lead Curtain | T35618J300 |
| 2. Rolling Door Exposure Room | M5 |
| 3. Plans - Air Conditioning | M1 |
| 4. Power | E4 |
| 5. Equipment Room Details | M2 |
| 6. Plumbing | M3 |
| 7. Sections | S2 |
| 8. Ramp Plans | S4 |
| 9. Vertical Section of DORF Reactor | |
| 10. Sectional Elevation of DORF Reactor | |
| 11. Warm-liquid Waste Storage System | |

F.8 Backup Data

1. Radio-Isotopic Analysis of Radioactive Material in the DORF Structure Before Decommissioning, Attachment No. 1.
2. AEC Regulatory Guide 1.86, Termination of Operating Licenses for Nuclear Reactors, dated June 1974, Attachment No. 2.

F.9 Salvable Equipment

Contractor shall have the right to salvage and remove for his own use the following items, having a combined fair market value of \$500.00:

- | | |
|---------------------------|--------|
| Plug Door Drive Mechanism | 1 Each |
| Detention Tank Valves | 6 Each |

CONTINUATION SHEET

AK21-79-C-0136

PART II -- SECTION G
PRESERVATION/PACKAGING/PACKINGPAGE:
G.1

"G.1 The contractor shall pack all recoverable equipment, not to be discarded, in weather proof containers. The Contracting Officer or his duly authorized representative shall determine equipment to be salvaged and its disposition. Selective reactor components (some items radioactive) shall be packaged for shipment and shipped to DOE, Hanford Engineering Development Laboratory, Richland, Washington. The items to be shipped to HEDL are listed as follows:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>
1	Core Support Structure, Upper Section	EA	1
2	Core Support Structure, Lower Section	EA	1
3	Top and Bottom Grid Plates	EA	1
4	Connecting Rods for Control Rods	SET	1
5	Control Rods	SET	1
6	Carriage Drive Motor	EA	1
7	Water Pump: 1.5 HP	EA	1
8	Incor Experiment Tube	EA	1
9	Ion Chamber Supports and Ion Chambers	SET	3
10	Carriage Support Rails	SET	1
11	Lead Shield Door Drives and Linkage	SET	1
12	Pool Cover Plates	SET	1
13	Fuel Storage Racks, Underwater	EA	8
14	Fuel Measurement Tool with Dial Micrometer	EA	1
15	Aluminum Water System Piping	EA	1
16	Water Pumps	EA	3
17	Demineralizers, 3 Cu. Ft.	EA	4
18	Flowmeters, 25 GPM	EA	2
19	Neutron Source, 10 Curies, AM-BE	EA	1
20	Neutron Source Holder	EA	1
21	Pool Lights	SET	1
22	Carriage Positioning Potentiometer	EA	1
23	Carriage Umbilical Arm	EA	1
24	Fuel Element Location Diagram	EA	1
25	Water Box, 1 Cu. Ft. Capacity	EA	1
26	Charcoal Filter, 1 Cu. Ft. Capacity	EA	1"

G.2 The contractor will transport the jib crane from DORF to the Aurora facility, HDL, in accordance with Para F.4.13.

CONTINUATION SHEET

PIIN:
AK21 - 70 - C - 0134

PART II -- SECTION H
DELIVERIES OR PERFORMANCE

PAGE:
H.1

H.1 Phase I (Preparation of a Dismantlement Plan) shall commence on the effective date of the contract with delivery of the plan to HDL within thirty (30) days thereafter.

H.2 Phase II (Dismantlement and Radioactive decontamination of the facility) shall commence six (6) weeks following the completion of Phase I, and shall be completed three (3) months thereafter.

"H.3 Phase III shall commence within thirty (30) days following demonstration of compliance with NRC Guide 1.86 and shall be completed three (3) months thereafter."

H.4 All deliveries to and from Harry Diamond Laboratories, and to and from the disposal area(s), shall be f.o.b. destination with all shipping and transportation costs to be borne by the contractor.

PIIN:
DANK21-79-C-0136PART II -- SECTION I
INSPECTION AND ACCEPTANCEPAGE:
I.1

I.1 Inspection and acceptance will be performed at the Harry Diamond Laboratories DORF upon the completion of each phase by a representative of the Government.

CONTINUATION SHEET

PART II -- SECTION J
SPECIAL PROVISIONS

PAGE:
J.1

- 79 - C - 0 36

(J.1) Required Insurance Coverage

Pursuant to the clause entitled "Insurance", DAR 7-104.65, the Contractor shall procure and maintain the following kinds of insurance coverage in the amounts herein indicated.

a. The Contractor shall comply with the Workmen's Compensation statute of the State of MARYLAND.

b. Employers' Liability Insurance \$ _____.

c. General Liability Insurance (Comprehensive)

1. Bodily injury \$100,000.00 per person
\$300,000.00 per accident

2. Property damage \$100,000.00 per accident

d. Automobile Liability Insurance (Comprehensive)

1. Bodily injury \$100,000.00 per person
\$300,000.00 per accident

2. Property damage \$100,000.00 per accident

***(J.2) CONTRACTING OFFICER'S REPRESENTATIVE (TECHNICAL)**

a. The Contracting Officer may appoint one or more Government employees as Contracting Officer's Representatives (COR) for technical purposes applicable to this contract. "Technical" is restricted to scientific, engineering, or field-of-discipline matters directly applicable to the work performed by the Contractor under the requirements of this contract.

b. The appointment(s) shall be in writing, signed by the Contracting Officer, and shall set forth the authority granted to and the limitations on the COR. Two copies of the letter of appointment shall be provided to the Contractor who shall acknowledge receipt of the appointment letters in writing without delay. Such signing shall represent Contractor's acknowledgement of the limited authority of the COR.

c. Appointments may be changed or revoked by the Contracting Officer in writing. The Contracting Officer shall notify the Contractor in writing of any such changes or revocations."

The General Provisions listed below are those contained in the Defense Acquisition Regulation, 1976 Edition, as amended by Defense Acquisition Circulars Numbers 76-1 through 76-15. Those designated by an "X" are incorporated in this contract as though set forth in full text.

ITEM NO.	ASPR REFERENCE(S)	GENERAL PROVISION	DATE
1 (X)	7-1902.1 7-103.1	Definitions	1979 MAR
2 ()	7-1902.2 7-103.2	Changes	1971 NOV
3 (X)	7-1902.3 7-103.3	Extras	1949 JUL
4 (X)	7-1902.4	Inspection of Services	1971 NOV
5 ()	7-1902.5 7-103.7	Payments	1958 JAN
6 (X)	7-1902.6 7-103.8	Assignment of Claims	1962 FEB
7 (X)	7-1902.7 7-103.10(a)	Federal, State and Local Taxes	1971 NOV
8 ()	7-1902.7 7-103.10(b)	Federal, State and Local Taxes	1960 JUL
9 (X)	7-1902.8 7-103.11	Default	1969 AUG
10 ()	7-1902.9 7-103.12(a)	Disputes	1958 JAN
11 ()	7-1902.10 7-103.13(a)	Renegotiation	1959 OCT
12 (X)	7-1902.11	Discounts	1971 NOV
13 (X)	7-1902.12 7-103.16	Contract Work Hours and Safety Standards Act - Overtime Compensation	1971 NOV
14 (X)	7-1902.13 7-103.18(a)	Equal Opportunity	1976 JUL
15 (X)	7-1902.14 7-103.19	Officials Not to Benefit	1949 JUL
16 (X)	7-1902.15 7-103.20	Covenant Against Contingent Fees	1958 JAN
17 (X)	7-1902.16(a) 7-103.21(a) 8-705.1(a)	Termination for the Convenience of the Government	1968 FEB
18 ()	7-1902.16(b) 7-103.21(b)	Termination for the Convenience of the Government	1968 FEB
19 (X)	7-1902.17 7-103.22	Authorization and Consent	1964 MAR
20 ()	7-1902.18 7-103.23	Notice and Assistance Regarding Patent and Copyright Infringement	1965 JAN
21 ()	7-1902.19 7-104.36(a)	Utilization of Minority Business Enterprises	1971 NOV

ITEM NO.		ASFR REFERENCE(S)	GENERAL PROVISION	DATE
22	()	7-1902.19 7-104.36(b)	Minority Business Enterprises Subcontracting Program	1971 NO
23	(X)	7-1902.20 7-104.22	Equal Opportunity Pre-Award Clearance of Subcontracts	1971 OC
24	(X)	7-1902.21 7-103.27	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	1976 JU
25	(X)	7-1902.22 7-103.26	Pricing of Adjustments	1970 JU
26	(X)	7-1902.24 7-103.28	Affirmative Action for Handicapped Workers	1976 MA
27	(X)	7-1902.25 7-103.29	Clean Air and Water	1975 OC
28	()	7-1903.1 7-602.23(a)(1)	Davis-Bacon Act (40 U.S.C.276a to a.7)	1977 DE
29	()	7-1903.1 7-602.23(a)(ii)	Contract Work Hours and Safety Standards Act - Overtime Compensation (40 U.S.C. 327-333)	1977 DE
30	()	7-1903.1 7-602.23(a)(iii)	Apprentices and Trainees	1977 DE
31	()	7-1903.1 7-602.23(a)(iv)	Payrolls and Basic Records	1977
32	()	7-1903.1 7-602.23(a)(v)	Compliance with Copeland Regulations	1964 JUN
33	()	7-1903.1 7-602.23(a)(vi)	Withholding of Funds	1977 DEC
34	()	7-1903.1 7-602.23(a)(vii)	Subcontracts	1972 FEB
35	()	7-1903.1 7-602.23(a)(viii)	Contract Termination - Debarment	1972 APR
36	()	7-1903.3 7-104.4	Notice to the Government of Labor Disputes	1958 SEP
37	()	7-1903.4 7-104.80	* Notice of Radioactive Materials	1974 APR
38	()	7-1903.5 7-104.6	Filing of Patent Applications	1969 DEC
39	()	7-1903.6 7-103.9	Additional Bond Security	1949 JUL
40	()	7-1903.7 7-104.8(b)	Refund of Royalties	1968 FEB
41	(X)	7-1903.8 7-104.9(a)	Rights in Technical Data and Computer Software	1977 APR
43	()	7-1903.8 7-104.9(b)	* Notice of Certain Limited Rights	1972 APR
44	()	7-1903.8 7-104.9(c)	Rights in Technical Data - Specific Acquisition	1974

* Clause, in full text, attached.

ITEM NO.	ASPR REFERENCE(S)	GENERAL PROVISION	DATE
45	() 7-1903.8 7-104.9(d)	Deferred Delivery of Technical Data or Computer Software	1974 NOV
46	() 7-1903.8 7-104.9(e)	Rights in Data - Special Works	1966 OCT
47	() 7-1903.8 7-104.9(f)	Rights in Data - Existing Works	1974 APR
48	(X) 7-1903.8 7-104.9(h)	Technical Data - Withholding of Payment	1976 JUL
49	() 7-1903.8 7-104.9(j)	* Contract Schedule Items Requiring Experimental, Developmental or Research Work	1975 MAR
50	() 7-1903.8 7-104.9(k)	Rights in Technical Data - Major Systems and Subsystem Contracts	1971 NOV
51	(X) 7-1903.8 7-104.9(l)	Identification of Technical Data	1975 MAR
52	() 7-1903.8 7-104.9(m)	Deferred Ordering of Technical Data or Computer Software	1974 NOV
53	(X) 7-1903.8 7-104.9(n)	Data Requirements	1972 APR
54	() 7-1903.8 7-104.9(o)(1)	Warranty of Technical Data	1974 NOV
55	() 7-1903.8 7-104.9(o)(2)*	Warranty of Technical Data	1974 NOV
56	() 7-1903.9 7-104.10	Ground and Flight Risk	1975 OCT
57	() 7-1903.10 7-104.12	Military Security Requirements	1971 APR
58	(X) 7-1903.11 7-104.14(a)	Utilization of Small Business Concerns	1958 JAN
59	() 7-1903.11 7-104.14(b)	Small Business Subcontracting Program	1975 OCT
60	(X) 7-1903.12 7-104.15	Examination of Records by Comptroller General	1975 JUN
61	(X) 7-1903.13 7-104.16	Gratuities	1952 MAR
62	(X) 7-1903.14 7-104.17	Convict Labor	1975 OCT
63	(X) 7-1903.16 7-104.20(a)	Utilization of Labor Surplus Area Concerns	1970 JUN
64	(X) 7-1903.17 7-104.21(a)	Limitation on Withholding of Payments	1958 SEP
65	(X) 7-1903.18 7-104.23(a)	Subcontracts	1977 APR
66	() 7-1903.18 7-104.23(b)	* Subcontracts	1977 APR
67	() 7-1903.19 7-104.24(a)	Government Property (Fixed Price)	1968 SEP
68	() 7-1903.19 7-104.24(c)	Government Property (Fixed Price) (Risk of Loss)	1968 SEP

* Clause, in full text, attached.

ITEM NO.	ASPR REFERENCE(S)	GENERAL PROVISION	DATE
69	() 7-1903.19 7-104.24(e)	Government Property Furnished "As Is"	1965
70	() 7-1903.19 7-104.24(f)	Government Furnished Property (Short Form)	1964
71	() 7-1903.19 7-104.24(g)	Property Records	1967
72	() 7-1903.20 7-104.25	Special Tooling	1967
73	() 7-1903.21 7-104.26	Special Test Equipment	1973
74	() 7-1903.22	Option to Extend Services	Undat
75	() 7-1903.23 7-104.28	Quality Program	1967
76	() 7-1903.24 7-104.29(a)	Price Reduction for Defective Cost or Pricing Data	1970
77	() 7-1903.24 7-104.29(b)	Price Reduction for Defective Cost or Pricing Data - Price Adjustments	1970
78	() 7-1903.25 7-104.34	* Advance Payment	19
79	() 7-1903.26 7-104.35(a)	Progress Payment for Other Than Small Business Concerns	
80	() 7-1903.26 7-104.35(b)	Progress Payment for Small Business Concerns	1973 S
81	(X) 7-1903.27 7-104.39	Interest	1972 P
82	(X) 7-1903.28 7-104.40	Competition in Subcontracting	1962 A
83	(X) 7-1903.29 7-104.41(a)	Audit by Department of Defense	1975 J
84	() 7-1903.30 7-104.42(a)	Subcontractor Cost or Pricing Data	1970 J
85	() 7-1903.30 7-104.42(b)	Subcontractor Cost or Pricing Data - Price Adjustments	1970 J
86	() 7-1903.31 7-104.44(a) 1-1707(d)**	Value Engineering Incentive	1977 S
87	() 7-1903.31 7-104.44(b) 1-1707(d)**	Value Engineering Program Requirement	1974 A
88	() RESERVED		
89	() 7-1903.32 7-103.15	* Rhodesia and Certain Communist Areas	19

* Clause, in full text, attached.

** Clause incorporated herein by reference.

ITEM NO.	ASPR REFERENCE(S)	GENERAL PROVISION	DATE
90	() 7-1903.33(a) 7-104.47(a)	Limitation of Price and Contractor Obligation	1966 OCT
91	() 7-1903.33(b)	Cancellation of Items - Service Contracts	1974 APR
92	() RESERVED.		
93	() 7-1903.35 7-2003.53	United States Products and Services (Balance of Payments Program)	1965 JUN
94	() 7-1903.36 7-104.58	Identification of Expenditures in the United States	1966 OCT
95	() 7-1903.37 7-104.61	Frequency Authorization	1966 OCT
96	() 7-1903.38 7-104.63	Protection of Government Buildings, Equipment and Vegetation	1968 FEB
97	(X) 7-1903.39 7-104.65	Insurance	1977 OCT
98	(X) 7-1903.41(a)	Service Contract Act of 1965	1977 OCT
99	() 7-1903.41(b)	Service Contract Act of 1965	1968 SEP
100	() 7-1903.41(d)(1)	Linen Supply Service Contracts	1968 SEP
101	() 7-1903.41(d)(2)	Linen Supply Service Contracts	1968 SEP
102	() 7-1903.42 7-302.23(a)	Patent Rights - Acquisition by the Government (Long Form)	1977 AUG
103	() 7-1903.42 7-302.23(b)	Patent Rights - Retention by the Contractor (Long Form)	1977 AUG
104	() 7-1903.42 7-302.23(c)	Patent Rights - Deferred (Long Form)	1977 AUG
105	() 7-1903.42 7-302.23(e)	Patent Rights - Acquisition by the Government (Atomic Energy)	1975 AUG
106	() 7-1903.42 7-302.23(g)	Patent Rights - Acquisition by the Government (Space)	1975 AUG
107	() 7-1903.42 7-302.23(h)	Patent Rights - Acquisition by the Government (Short Form)	1975 AUG
108	() 7-1903.42 7-302.23(i)	Patent Rights - Deferred (Short Form)	1975 AUG
109	(X) 7-1903.43 7-104.77(f)	Government Delay of Work	1968 SEP
	() 7-1903.44 7-104.79	Safety Precautions for Ammunition and Explosives	1970 SEP
111	() 7-1903.46 7-104.50	Management Systems Requirements	1971 NOV

ITEM NO.	ASPR REFERENCE(S)	ASPR REFERENCE(S)	GENERAL PROVISION	DATE
112	()	7-1903.47 7-104.82	Payment of Interest on Contractor Claims	1976 J
113	()	7-1903.48 7-104.83(a) 3-1204	Cost Accounting Standards	1975 F
114	()	7-1903.48 7-104.83(b)	Administration of Cost Accounting Standards	1975 M
115	()	7-1904.1 7-105.1	Alterations in Contract	1949 J
116	()	7-1904.2 7-105.2	* Approval of Contract	1949 J
117	(X)	7-1904.3 7-105.3(c)	Stop Work Order	1971 A
118	()	7-1904.4 7-105.5	Liquidated Damages	Undated
119	(X)	7-1904.5(b)	* Warranty of Services	Undated
120	()	RESERVED		
121	()	7-104.93(a)	Preference for Domestic Specialty Metals (Major Programs)	1974 AI
122	()	7-104.93(b)	Preference for Domestic Specialty Metals	.197

ADDENDA / ERRATA

- a. Item No. 63 above is renumbered 63a.
- b. The following is inserted above:

63b	()	7-1903.16	7-104.20(b)	Labor Surplus Area Subcontracting Program	1970 JU
-----	-----	-----------	-------------	---	---------

* Clause, in full text, attached

CONTINUATION SHEET

IN: AK21 - 79 - C - 01 6

PART III -- SECTION L
GENERAL PROVISIONS

PAGE:
L.7

(119) WARRANTY OF SERVICES

Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any such defect or nonconformance to the Contractor "..... Such notice shall state either (i) that the Contractor shall correct or re-perform any defective or nonconforming services, or (ii) that the Government does not require correction or re-performance. If the Contractor is required to correct or re-perform, it shall be at no cost to the Government, and any services corrected or re-performed by the Contractor pursuant to this clause shall be subject to all provisions of this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby or obtain an equitable adjustment in the contract price. If the Government does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

* Within thirty (30) calendar days from the date of acceptance by the Government.

CONTINUATION SHEET

PIIN:
AAK21 - 79 - C - 0136

PART III -- SECTION L
GENERAL PROVISIONS

PAGE:
L.8

The following additional clauses form a part of this contract:

- 7-2101.3(a) PAYMENT BY GOVERNMENT TO CONTRACTOR (1976 OCT) (Attached in full text)
- 7-2101.4 SPECIFICATIONS AND DRAWINGS (1964 JUN)
- 7-2101.5 CHANGES (1968 FEB)
- 7-2101.6 DIFFERING SITE CONDITIONS (1968 FEB)
- 7-2101.7 TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIME EXTENSIONS (1976 OCT)
- 7-2101.8(a) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (1976 OCT)
- 7-2101.11 CONDITIONS AFFECTING WORK (1964 OCT)
- 7-2101.12 SITE INVESTIGATION (1965 JAN)
- 7-2101.13 PROTECTION OF EXISTING VEGETATION, STRUCTURES UTILITIES, AND IMPROVEMENTS (1976 OCT)
- 7-2102.14 PERMITS AND RESPONSIBILITIES (1976 OCT)
- 7-2102.16 LIABILITY FOR GOVERNMENT PROPERTY (1976 OCT)
- 7-2101.17 WORKMANSHIP (1976 OCT)
- 7-2101.18 SUPERINTENDENCE BY CONTRACTOR (1976 OCT)
- 7-2101.19 INSPECTION (1976 OCT)
- 7-2101.20 OPERATIONS AND STORAGE AREAS (1965 JAN)
- 7-2101.21 CLEANING UP (1976 OCT)
- 7-2101.22 ACCIDENT PREVENTION (1977 JUN)
- 7-2102.4 AVAILABILITY AND USE OF UTILITY SERVICES (1976 OCT)
- DISPUTES (Clause attached in full text) (UNDATED)

CONTINUATION SHEET

PTIN:

X21 - 7Q - C - 013 b

PAGE:

L.9

PAYMENT BY GOVERNMENT TO CONTRACTOR (1976 OCT)

(a) In (full) (part) (*delete one*) consideration of the performance of the work called for in the Statement of Work, the Government will pay to the Contractor.....(words)..
.....(figures)..... Unless otherwise provided in the specifications, progress payments will be made monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. In making such progress payments there shall be retained 10 per cent (10%) of the estimated amount until final completion and acceptance of the contract work. However, if the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, he may authorize such payment to be made in full without retention of a percentage. Also, whenever the work is substantially complete, the Contracting Officer shall retain an amount he considers adequate for the protection of the Government and, at his discretion, may release to the Contractor all or a portion of any excess amount. Furthermore, on completion and acceptance of each separate unit or other division of the contract on which the price is stated separately in the contract, payment may be made therefor without retention of a percentage.

*(b) In further consideration of the performance hereof, the Contractor shall receive title to all property to be dismantled or demolished which is not specifically designated as being retained by the Government, said title to vest in the Contractor immediately upon the Contractor's receipt of the notice of award and furnishing of performance bond. The Government will not be responsible for the condition of or any loss or damage to such property from any cause whatsoever. In the event the Contractor does not wish to remove from the site any part of the property he has acquired hereunder, the Contracting Officer may, upon written request, grant the Contractor permission to leave such property on the premises. The Contractor agrees as a condition of the granting of such permission to waive any right, title, claim or interest in and to such property.

**Delete if inapplicable.*

(c) Upon completion and acceptance of all work required hereunder, final payment of the amount due the Contractor under this contract will be made upon the presentation of a properly executed voucher therefor, and in addition, if requested, a release of all claims against the Government arising under and by virtue of this contract, other than such claims, if any, in stated amounts as may be specifically excepted by the Contractor from the operation of the release.

(End of clause)

CONTINUATION SHEET

Disputes

(a) This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601, et. seq.). If a dispute arises relating to the contract, the contractor may submit a claim to the Contracting Officer who shall issue a written decision on the dispute in the manner specified in DAR 1-314 (FPR 1-1.318).

- (b) "Claim" means
- (1) a written request submitted to the Contracting Officer;
 - (2) for payment of money, adjustment of contract terms, or other relief;
 - (3) which is in dispute or remains unresolved after a reasonable time for its review and disposition by the Government; and
 - (4) for which a Contracting Officer's decision is demanded.

(c) In the case of disputed requests or amendments to such requests for payment exceeding \$50,000, or with any amendment causing the total request in dispute to exceed \$50,000, the Contractor shall certify, at the time of submission as a claim, as follows:

I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the contract adjustment for which the contractor believes the Government is liable.

 (Contractor's Name)

 (Title)

- (d) The Government shall pay the contractor interest
- (1) on the amount found due on claims submitted under this clause;
 - (2) at the rates fixed by the Secretary of the Treasury, under the Renegotiation Act, Public Law 92-41;
 - (3) from the date the Contracting Officer receives the claim, until the Government makes payment.

(e) The decision of the Contracting Officer shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency unless an appeal or action is timely commenced within the times specified by the Contract Disputes Act of 1978.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal or action related to the contract, and comply with any decision of the Contracting Officer.

(END OF CLAUSE)

CONTINUATION SHEET

PIIN: DAAK21 - 79 - C - 0136	PART III--SECTION L GENERAL PROVISIONS Provided in Full Text	PAGE: L.11
---------------------------------	---	---------------

DAR 7-104.9 (a) **RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (1977 APR)**

(a) *Definitions.*

(1) *Technical Data* means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or used to define a design or process or to procure, produce, support, maintain, or operate materiel. The data may be graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design type documents; or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information and computer software documentation. *Technical data* does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

(2) *Computer* - a data processing device capable of accepting data, performing prescribed operations on the data, and supplying the results of these operations; for example, a device that operates on discrete data by performing arithmetic and logic processes on these data, or a device that operates on analog data by performing physical processes on the data.

(3) *Computer Software* - computer programs and computer data bases.

(4) *Computer Program* - a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort-merge programs, and ADPE maintenance/diagnostic programs, as well as applications programs such as payroll, inventory control, and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general-purpose in nature or designed to satisfy the requirements of a particular user.

(5) *Computer Data Base* - a collection of data in a form capable of being processed and operated on by a computer.

(6) *Computer Software Documentation* - Technical data, including computer listings and printouts, in human-readable form which (i) documents the design or details of computer software, (ii) explains the capabilities of the software, or (iii) provides operating instructions for using the software to obtain desired results from a computer.

(7) *Unlimited Rights* means rights to use, duplicate, or disclose technical data or computer software in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(8) *Limited Rights* means rights to use, duplicate, or disclose technical data, in whole or in part, by or for the Government, with the express limitation that such technical data shall not, without the written permission of the party furnishing such technical data be (a) released or disclosed in whole or in part outside the Government, (b) used in whole or in part by the Government for manufacture, or in the case of computer software documentation, for preparing the same or similar computer software, or (c) used by a party other than the Government, except for:

(i) emergency repair or overhaul work only, by or for the Government, where the item or process concerned is not otherwise reasonably available to enable timely performance of the work, *provided* that the release or disclosure thereof outside the Government shall be made subject to a prohibition against further use, release or disclosure; or

(ii) release to a foreign government, as the interest of the United States may require, only for information or evaluation within such government or for emergency repair or overhaul work by or for such government under the conditions of (i) above.

(9) *Restricted Rights* apply only to computer software, and include, as a minimum, the right to:

(i) use computer software with the computer for which or with which it was acquired, including use at any Government installation to which the computer may be transferred by the Government;

(ii) use computer software with a backup computer if the computer for which or with which it was acquired is inoperative;

(iii) copy computer programs for safekeeping (archives) or backup purposes;

(iv) modify computer software, or combine it with other software, subject to the provision that those portions of the derivative software incorporating restricted rights software are subject to the same restricted rights; and, in addition, any other specific rights not inconsistent therewith listed or described in this contract or described in a license or agreement made a part of this contract.

CONTINUATION SHEET

PIIN:

PART III--SECTION L
GENERAL PROVISIONS

PAGE:

21-79-0-0136

Provided in Full Text

L.12

DAR 7-104.9 (a) Continued

(b) *Government Rights.*

(1) *Unlimited Rights.* The Government shall have unlimited rights in:

- (i) technical data and computer software resulting directly from performance of experimental, developmental or research work which was specified as an element of performance in this or any other Government contract or subcontract;
- (ii) computer software required to be originated or developed under a Government contract, or generated as a necessary part of performing a contract;
- (iii) computer data bases, prepared under a Government contract, consisting of information supplied by the Government, information in which the Government has unlimited rights, or information which is in the public domain;
- (iv) technical data necessary to enable manufacture of end-items, components and modifications, or to enable the performance of processes, when the end-items, components, modifications or processes have been, or are being, developed under this or any other Government contract or subcontract in which experimental, developmental or research work is, or was specified as an element of contract performance, except technical data pertaining to items, components, processes, or computer software developed at private expense (but see (2)(ii) below);
- (v) technical data or computer software prepared or required to be delivered under this or any other Government contract or subcontract and constituting corrections or changes to Government-furnished data or computer software;
- (vi) technical data pertaining to end-items, components or processes, prepared or required to be delivered under this or any other Government contract or subcontract, for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("form, fit and function" data, e.g., specification control drawings, catalog sheets, envelope drawings, etc.);
- (vii) manuals or instructional materials prepared or required to be delivered under this contract or any subcontract hereunder for installation, operation, maintenance or training purposes;
- (viii) technical data or computer software which is in the public domain, or has been or is normally released or disclosed by the Contractor or subcontractor without restriction on further disclosure; and
- (ix) technical data or computer software listed or described in an agreement incorporated into the schedule of this contract which the parties have predetermined, on the basis of subparagraphs (i) through (viii) above, and agreed will be furnished with unlimited rights.

(2) *Limited Rights.* The Government shall have limited rights in:

- (i) technical data, listed or described in an agreement incorporated into the Schedule of this contract, which the parties have agreed will be furnished with limited rights; and
- (ii) unpublished technical data pertaining to items, components or processes developed at private expense, and unpublished computer software documentation related to computer software that is acquired with restricted rights, other than such data as may be included in the data referred to in (b)(1)(i), (v), (vi), (vii), and (viii);

provided that only the portion or portions of each piece of data to which limited rights are to be asserted pursuant to (2)(i) and (ii) above are identified (for example, by circling, underscoring, or a note), and that the piece of data is marked with the legend below in which is inserted:

- A. the number of the prime contract under which the technical data is to be delivered,
- B. the name of the Contractor and any subcontractor by whom the technical data was generated, and
- C. an explanation of the method used to identify limited rights data.

LIMITED RIGHTS LEGEND

Contract No.

Contractor:

Explanation of Limited Rights Data Identification Method Used
.....
.....

CONTINUATION SHEET

PIIN: DAAK21 - 70 - C - 0136	PART III--SECTION L GENERAL PROVISIONS Provided in Full Text	PAGE: L.13
---------------------------------	---	---------------

DAR 7-104.9 (a) Continued

Those portions of this technical data indicated as limited rights data shall not, without the written permission of the above Contractor, be either (a) used, released or disclosed in whole or in part outside the Government, (b) used in whole or in part by the Government for manufacture or, in the case of computer software documentation, for preparing the same or similar computer software, or (c) used by a party other than the Government, except for: (i) emergency repair or overhaul work only, by or for the Government, where the item or process concerned is not otherwise reasonably available to enable timely performance of the work, *provided* that the release or disclosure hereof outside the Government shall be made subject to a prohibition against further use, release or disclosure; or (ii) release to a foreign government, as the interest of the United States may require, only for information or evaluation within such government or for emergency repair or overhaul work by or for such government under the conditions of (i) above. This legend, together with the indications of the portions of this data which are subject to such limitations shall be included on any reproduction hereof which includes any part of the portions subject to such limitations.

(3) *Restricted Rights.* The Government shall have restricted rights in computer software, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, *provided*, however, notwithstanding any contrary provision in any such license or agreement, the Government shall have the rights in (a)(9)(i) through IV. Such restricted rights are of no effect unless the computer software is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication or disclosure is subject to
 restrictions stated in Contract No.
 withName of Contractor).....

and the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on computer software indicating restrictions on the Government's rights in such software unless the restrictions are set forth in a license or agreement made a part of this contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Government of liability with respect to such unmarked software.

(4) No legend shall be marked on, nor shall any limitation or restriction on rights of use be asserted as to, any data or computer software which the Contractor has previously delivered to the Government without restriction. The limited or restricted rights provided for by this paragraph shall not impair the right of the Government to use similar or identical data or computer software acquired from other sources.

(c) Copyright

(1) In addition to the rights granted under the provisions of (b) above, the Contractor hereby grants to the Government a nonexclusive, paid-up license throughout the world, of the scope set forth below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Government under this contract, to reproduce the work in copies or phonorecords, to distribute copies or phonorecords to the public, to perform or display the work publicly, and to prepare derivative works thereof, and to have others do so for Government purposes. With respect to technical data and computer software in which the Government has unlimited rights, the license shall be of the same scope as the rights defined in (a)(7). With respect to technical data in which the Government has limited rights, the scope of the license is limited to the rights defined in (a)(8). With respect to computer software which the parties have agreed in accordance with (b)(3) will be furnished with restricted rights, the scope of the license is limited to such rights.

CONTINUATION SHEET

PART III--SECTION L
GENERAL PROVISIONS

Provided in Full Text

PAGE:

L.14

NIN:

K21-79-C-0-36

DAR 7-104.9 (a) Continued

(2) Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Government under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Government any rights necessary to perfect a copyright license of the scope specified in (c)(1).

(3) As between the Contractor and the Government, the Contractor shall be considered the "person for whom the work was prepared" for the purpose of determining authorship under Section 201(b) of Title 17, United States Code.

(4) Technical data delivered under this contract which carries a copyright notice shall also include the following statement which shall be placed thereon by the Contractor, or should the contractor fail, by the Government:

This material may be reproduced by or for the U.S. Government pursuant to the copyright license under DAR clause 7-104.9(a)(date).

(d) *Removal of Unauthorized Markings.* Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may correct, cancel, or ignore any marking not authorized by the terms of this contract on any technical data or computer software furnished hereunder, if:

- (i) the Contractor fails to respond within sixty (60) days to a written inquiry by the Government concerning the propriety of the markings, or
- (ii) the Contractor's response fails to substantiate, within sixty (60) days after written notice, the propriety of limited rights markings by clear and convincing evidence, or of restricted rights markings by identification of the restrictions set forth in the contract.

In either case the Government shall give written notice to the Contractor of the action taken.

(e) *Relation to Patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) *Limitation on Charges for Data and Computer Software.* The Contractor recognizes that the Government or a foreign government with funds derived through the Military Assistance Program or otherwise through the United States Government may contract for property or services with respect to which the vendor may be liable to the Contractor for charges for the use of technical data or computer software on account of such a contract. The Contractor further recognizes that it is the policy of the Government not to pay in connection with its contracts, or to allow to be paid in connection with contracts made with funds derived through the Military Assistance Program or otherwise through the United States Government, charges for data or computer software which the Government has a right to use and disclose to others, which is in the public domain, or which the Government has been given without restrictions upon its use and disclosure to others. This policy does not apply to reasonable reproduction, handling, mailing, and similar administrative costs incident to the furnishing of such data or computer software. In recognition of this policy, the Contractor agrees to participate in and make appropriate arrangements for the exclusion of such charges from such contracts, or for the refund of amounts received by the Contractor with respect to any such charges not so excluded.

(g) *Acquisition of Data and Computer Software from Subcontractors.*

(1) Whenever any technical data or computer software is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Government's or the Contractor's rights in that subcontractor data or computer software which is required for the Government.

(2) Technical data required to be delivered by a subcontractor shall normally be delivered to the next-higher tier Contractor. However, when there is a requirement in the prime contract for data which may be submitted with limited rights pursuant to (b)(2) above, a subcontractor may fulfill such requirement by submitting such data directly to the Government rather than through the prime Contractor.

(3) The Contractor and higher-tier subcontractors will not use their power to award subcontracts as economic leverage to acquire rights in technical data or computer software from their subcontractors for themselves.

(End of clause)

CONTINUATION SHEET

PIIN:

K21 - 79 - C - 013

PART IV -- SECTION M

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

PAGE:

M. 1

M.1 This contract consists of the following documents that are designated by an "X":

	<u>DESCRIPTION</u>	<u>NUMBER OF PAGES</u>
(x)	Standard Form 26	<u>2</u>
()	Standard Form 30	<u> </u>
(x)	Section E	<u>1</u>
(x)	Section F	<u>5</u>
(x)	Section G	<u>1</u>
(x)	Section H	<u>1</u>
(x)	Section I	<u>1</u>
(x)	Section J	<u>1</u>
()	Section K	<u> </u>
(x)	Section L	<u>14</u>
(x)	Section M	<u>2</u>
	TOTAL NUMBER OF PAGES	<u>28</u>

M.2 Additional attachments that are applicable to this contract are identified as follows:

<u>ATTACHMENT NUMBER</u>	<u>DESCRIPTION</u>	<u>NUMBER OF PAGES</u>
1.	RADIO-ISOTOPIC ANALYSIS OF RADIO ACTIVE MATERIAL IN THE DORF STRUCTURE BEFORE DECOMMISSIONING	30
2.	AEC REGULATORY GUIDE 1.86, TERMINATION OF OPERATING LICENSES FOR NUCLEAR REACTORS, DATED JUNE 1974	5
3.	THE FOLLOWING DRAWINGS:	
	PLANS-AIR CONDITIONING	1
	EQUIPMENT ROOM DETAILS	1
	PLUMBING	1
	ROLLING DOOR - EXPOSURE ROOM	1
	SECTIONS	1
	RAMP PLANS & DETAILS	1
	POWER	1
	LEAD CURTAIN - INSTALLATION REACTOR	1
	WARM-LIQUID-WASTE STORAGE SYSTEM	1
	VERTICAL SECTION OF DORF REACTOR	1
	SECTIONAL ELEVATION OF DORF REACTOR	1
	LIGHT WATER TANK WELDMENT-REACTOR	1
	REACTOR SECTIONS	1
	SHIELD ASSEMBLY - LEAD SHIELD	1

CONTINUATION SHEET

PIIN:
AK21-79-C-0136PAGE:
M.2

<u>Attachment No.</u>	<u>Description</u>	<u>No. of Pages</u>
4.	DD Form 1423, Contract Data Requirements with two 1-page attachments (UDI-A-0030H and UDI-H-0031H)	1
5.	Pages No. 174 through 188 of EM 385-1-1	15

CONTRACT DATA REQUIREMENTS LIST

ATCH NR _____ TO EXHIBIT _____

SYSTEM/ITEM _____

TO CONTRACT/PR DAAK21-79-C-0136

CATEGORY _____

CONTRACTOR _____

1. SEQUENCE NUMBER	2. TITLE OR DESCRIPTION OF DATA 3. SUBTITLE	4. AUTHORITY (Data Item Number)	5. CONTRACT REFERENCE	6. TECHNICAL OFFICE	7. DD250 REQ	8. REP CODE (A)	9. INPUT TO FAC (K)	10. FREQUENCY 11. AS OF DATE	12. DATE OF 1ST SUBMISSION 13. DATE OF SUBSEQUENT SUBM/EVENT ID	14. DISTRIBUTION AND ADDRESSEES (Addressee - Regular Copies/Info Copies)
1. A001	2. Processes or Procedures 3. Dismantlement Plan	4. UDI-A-0030H	5. F.2, F.3.1, F.3.2	6. DELHD-N-RB	7. LT	8. A	9.	10. ONE/P	12. 30 days after award	14. DELHD-N-RBI 2 Copies
16. REMARKS HDL will require six weeks for review.									13. Two months after Block 12.	15. TOTAL 2
1. A002	2. Radiation Surveys and Analyses 3.	4. UDI-H-0031H	5. F.4.4.d	6. DELHD-N-RB	7. LT	8.	9.	10. ASREQ	12. ASREQ	14. DELHD-N-RBI 1 Copy
16. REMARKS Contractor Format.									13. ASREQ	15. TOTAL 1
1.	2.	4.	5.	6.	7.	8.	9.	10.	12.	14.
16. REMARKS									13.	15. TOTAL
1.	2.	4.	5.	6.	7.	8.	9.	10.	12.	14.
16. REMARKS									13.	15. TOTAL

PREPARED BY
W. L. GIESELER *Walter L. Gieseler*

DATE
12 April 79

APPROVED BY
CHARLES W. JONES *Charles W. Jones*

DATE
12 APR 79

DD FORM 1423 JAN 75

SUPERSEDES EDITION OF JUN 69, WHICH WILL BE USED UNTIL EXHAUSTED.

PAGE 1 OF 1 PAGES

DATA ITEM DESCRIPTION	2. IDENTIFICATION NOISI.	
1. TITLE Radiation Surveys and Analyses	AGENCY ARMY	NUMBER JDI-H-0031H
2. DESCRIPTION/PURPOSE 3.1 Used to identify hazards, both real and potential, for the purpose of their elimination or control.	4. APPROVAL DATE 23 March 1979	
	5. OFFICE OF PRIMARY RESPONSIBILITY DELHD-I-EA	
	6. DOC REQUIRED	
	7. APPROVAL LIMITATION	
3. APPLICATION/INTERRELATIONSHIP	9. REFERENCES (Mandatory as cited in block 10)	
	MGSL NUMBER(S)	
10. PREPARATION INSTRUCTIONS 10.1 Unless otherwise indicated herein, documents cited in this block of the issue in effect on the date of invitation for bids or request for proposals or quotations form a part of this DID to the extent specified herein. 10.2 Records of significant radiation surveys and analyses shall be maintained by the contractor and made available to the Government upon request.		

DATA ITEM DESCRIPTION	2. IDENTIFICATION NO(S).	
1. TITLE	AGENCY	NUMBER
<p>Processes or Procedures</p> <p>3. DESCRIPTION/PURPOSE:</p> <p>For review, and the basis for approval, of a contractor's proposed process or procedures to be used during the performance of a contract.</p>	ARMY	UDI-A-0030H
	4. APPROVAL DATE 23 March 1979	
	5. OFFICE OF PRIMARY RESPONSIBILITY DELHD-I-EB	
	6. DOC REQUIRED	
7. APPLICATION/INTERRELATIONSHIP	8. APPROVAL LIMITATION	
	9. REFERENCES (Mandatory as cited in block 10)	
	MCSL NUMBER(S)	
<p>10. PREPARATION INSTRUCTIONS</p> <p>1. The contractor shall furnish copies of each process or procedure which will be used to assure compliance with all terms of the contract. The documents are to be submitted on the date and in the quantities specified in the DD Form 1423, Contract Data Requirements List.</p> <p>2. Style and format shall conform to the contractor's normal practices and shall describe, clearly and accurately, the processes or procedures to be used in the performance of the contract.</p> <p>3. The submitted documents shall be reviewed for adequacy and approved in writing by the contracting officer, prior to their use by the contractor. Subsequent changes to the approved documents shall be submitted, prior to use, for review and approval.</p>		