

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. 03-10-072 PAGE 1 OF 11

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4/9/2010 4. ORDER NO. NRC-DR-03-10-072 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NO. (No Collect Calls) 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jeffrey R. Mitchell, 301-492-3639 Mail Stop: TWB-01-B10M Washington, DC 20555 CODE 3100 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR: SMALL BUSINESS EMERGING SMALL BUSINESS HUBZONE SMALL BUSINESS SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS B(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555 CODE 16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555 CODE 3100

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE BUDRIS - CONSULTING 10 PEREGRINE DR WASHINGTON NJ 078823025 TELEPHONE NO. 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 CODE 3100

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) the services as described in the attached Statement of Work and in accordance with the terms and conditions of this order.  NRC Project Officer: Bernard Greiner, 301-415-2627  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA 020-15-111-113 J4331 252A 31x0200.020 Obligate \$24,800.00 Contractors DUNS: 015103342 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

28. SIGNATURE OF OFFEROR/CONTRACTOR Allen R. Budris 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Jeffrey R. Mitchell 29. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Allen R. Budris, Principal Consultant 30c. DATE SIGNED 4/9/2010 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Jeffrey R. Mitchell 31c. DATE SIGNED 4/9/2010

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE STANDARD FORM 1449 (REV. 3/2005) Prescribed by GSA - FAR (48 CFR) 51.212

TEMPLATE - ADM00

SUNSI REVIEW COMPLETE

APR 14 2010

ADM00

**ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS**

**A.1 PRICE/COST SCHEDULE**

FIRM FIXED PRICE ITEMS		
CLIN	DESCRIPTION	FIRM FIXED PRICE
001	TASK 1; As stated in Section A.3 "Statement of Work"	\$ [REDACTED]
002	TASK 2; As stated in Section A.3 "Statement of Work"	\$ [REDACTED]
003	TASK 3; As stated in Section A.3 "Statement of Work"	\$ [REDACTED]
004	TASK 4; As stated in Section A.3 "Statement of Work"	\$ [REDACTED]
005	TASK 5; As stated in Section A.3 "Statement of Work"	\$ [REDACTED]
	<b>SUB TOTAL</b>	\$ [REDACTED]

COST REIMBURSEMENT ITEMS		
CLIN	DESCRIPTION	ESTIMATED COSTS
006	Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Project Officer.*	[REDACTED]
	<b>ESTIMATED TOTAL TRAVEL</b>	\$ [REDACTED]
	<b>ESTIMATED GRAND TOTAL</b>	<b>\$25,600.00</b>

**A.2 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$25,600.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$24,800.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

**A3 STATEMENT OF WORK**

Title: Use of Containment Accident Pressure in Determining the Available Net Positive Suction Head (NPSH) of Safety Related Pumps during Postulated Reactor Accidents

## BACKGROUND

A nuclear reactor is enclosed in a containment building which is designed to withstand the increase in pressure and temperature generated by the release of steam from the reactor in the case of a postulated rupture of the reactor pressure boundary while maintaining an extremely low leakage rate. This postulated accident is called a loss-of-coolant accident (LOCA).

In the case of such a rupture, the reactor coolant is replenished by the emergency core cooling system (ECCS). The ECCS consists of centrifugal pumps of high, intermediate or low discharge heads.

In order to provide the expected flow rate from the PWR sump or BWR suppression pool into the reactor vessel or containment atmosphere, the ECCS and containment spray centrifugal pumps must have adequate available net positive suction head (NPSH). This can be challenging due to several factors: (1) the high temperature of the water in the sump or suppression pool during the accident will result in a high vapor pressure; (2) the pumps may be operating for some period of time at close to runout conditions since they may be discharging into the reactor vessel which, following the loss of its water inventory, is at a low pressure which will increase flow losses and increase the required NPSH, and (3) the partial blockage of the screens in the pump suction path with debris generated by the accident (thermal insulation and paint dislodged by the high pressure break flow) which will increase flow losses.

The positive contributions to the available NPSH are the head due to the atmosphere above the water surface in the sump or suppression pool and the elevation of the sump or suppression pool surface relative to the centerline of the pump suction. Early reactors were designed including use of the predicted containment accident pressure in determining the available NPSH. In 1970, the NRC published regulatory guidance stating that the containment pressure included in the calculation of available NPSH should be limited to the pressure in containment prior to the postulated accident. As time went on, licensees of reactors designed on the basis of this regulatory guidance found that they did not have sufficient available NPSH without using containment accident pressure. The NRC has allowed licensees to use containment accident pressure when properly justified if there is no practicable alternative.

The NRC staff has developed draft criteria for the use of containment accident pressure. These criteria incorporate uncertainty in the determination of both the available and the required NPSH. The criteria also address abnormal pump operating conditions such as operation in the zone of maximum cavitation erosion. Further study is needed to determine acceptable bounds on the operation in these regions.

A competitive award of purchase order DR-09-270 was made to Allan R. Budris on September 25, 2009, the title of which was "Criterion for the Net Positive Suction Head (NPSH) Margin to Apply to Containment Overpressure." Under this contract, Mr. Budris determined the accuracy of required NPSH for pumps used in reactor ECCS and containment heat removal systems and developed estimates of NPSH for these pumps at the 3 % head loss value of required NPSH. He then recommended how this information can be included in a criterion for the NPSH margin. The methodology and approach he developed to arrive at his recommendations became instrumental ("at the foundation of") in the development of NRC's revised criteria for centrifugal pump net positive suction head operating margin during postulated reactor accident conditions including pump performance in cavitation. It is these criteria that are going to be discussed with industry, the CRGR and the ACRS, and for which Mr. Budris' support is required. These criteria will be included in a future revision to Regulatory Guide 1.82 Revision 3 (November 2003), "Water Sources for Long-Term Recirculation Cooling Following a Loss-of-Coolant Accident."

## OBJECTIVE

The objective of this purchase order is to obtain technical expertise of Mr. Allan R. Budris to support the staff in discussions with the industry and in explaining the criteria and justifying the criteria for the use of containment accident pressure in determining available NPSH to both the ACRS and the Commission.

## WORK REQUIREMENTS AND SCHEDULE

<u>Tasks</u>	<u>Completion Schedule</u>
1. Based on sound engineering judgment, and in consideration of NRC requirements for NPSH margin and the objective of the NRC goal in revising those requirements, review the draft staff paper on guidelines for use of containment accident pressure in determining NPSH margin, entitled "NRC Draft Guidance for the Use of Containment Accident Pressure in Determining the NPSH margin of Emergency Core Cooling System (ECCS) and Containment Heat Removal Pumps," and determine whether the staff draft guidance and technical discussions are technically accurate. Prepare a technical letter report.	One week after authorization of work.
2. Prepare for and travel to NRC HQ to participate in discussions with the Boiling Water Reactor Owners' Group and the Pressurized Water Reactor Owners' Group of proposed staff criteria for the use of containment accident pressure. Based on sound engineering judgment, and in consideration of NRC requirements for NPSH margin and the objective of the NRC goal in revising those requirements, evaluate the material provided to the staff by the BWROG and any written responses to the BWROG from the NRC staff and determine whether the BWROG material justifies changes to the staff guidance.	
a. Complete the first trip and prepare a technical letter report.	One week after the meeting.
b. Complete the second trip and prepare a technical letter report.	One week after the meeting.
3. Review staff presentation slides and travel to NRC HQ to support the staff at the ACRS Power Uprate Subcommittee meeting scheduled for April 23, 2010.	
a. Review staff slides and provide comments in a technical letter report.	One week after receipt of the slides.
b. Prepare a trip report.	Two days after the meeting.
4. Review staff presentation slides and travel to NRC HQ to support the staff at the ACRS Committee meeting scheduled for May 6, 2010.	
a. Review staff slides and provide comments in a technical letter report.	One week after receipt of the slides.
b. Prepare a trip report.	Two days after the meeting.

5. On an "on-call" basis, respond to staff questions pertaining to NPSH margin based on the work performed in Tasks 1 through 4 above, and related issues on the effect of dissolved gases, suction recirculation and maximum erosion rate on NPSH margin. Prepare a technical letter report.

To be mutually agreed upon; to be confirmed in an E-mail from the Technical Monitor.

These tasks will involve access to proprietary information in the form of documents and verbal information exchanged at NRC meetings. The information must be safeguarded against unauthorized disclosure. After completion of work, any documents should either be destroyed or returned to NRC. If they are destroyed, please confirm this in an E-mail to the Technical Monitor with a copy to the Project Officer and include the date and manner in which the documents were destroyed.

### PERIOD OF PERFORMANCE

The period of performance is from Day of Award through August 31, 2010.

### DELIVERABLES

#### Technical Reporting Requirements

NOTE: All reports are to be submitted electronically using Microsoft Word (Font Arial regular 11 point) or compatible software program to the Technical Monitor with a copy provided to the Project Officer.

1. At the completion of Task 1, submit a technical letter report that contains comments on the staff proposed guidance paper.
2. At the completion of Subtasks 2.a. and 2.b., submit a technical letter report that contains the technical basis for the final staff guidelines resulting from staff discussions of the proposed guidance (documented in the above letter report) with the BWROG and the PWROG.
3. At the completion of Subtasks 3.a and 4.a, submit a technical letter report that contains comments on the slides to be presented at the ACRS meetings.
4. At the completion of Subtasks 3.b and 4.b, submit a trip report that contains a brief summary of the highlights and major observations of each ACRS meeting and responses to any ACRS questions, if any.
5. At the completion of each request for technical assistance, as confirmed by the Technical Monitor in writing (E-mail), submit a technical letter report that contains a summary statement of the request for technical assistance and a summary of the results of the consultation provided. Reports are not expected to be more than one page in length.

#### Monthly Business Letter Report

See Attachment 1.

### MEETINGS AND TRAVEL

Four one-person, one-day trips to NRC Headquarters in Rockville, Maryland.

### NRC FURNISHED MATERIALS

The NRC-furnished materials will be provided to the contractor upon either shortly after the purchase order is effective of when they are available.

## OTHER APPLICABLE INFORMATION

### License Fee Recovery

The work specified in this statement of work is not licensee fee recoverable.

### Assumptions and Understandings

The level of effort assumption for Task 2, for both trips, is based on four hours for preparation and travel, eight hours for the meeting and eight hours for evaluation of the material and documentation.

The level of effort assumption for Tasks 3 and 4 is based on four hours for review and comment on the slides and travel to Rockville, MD and eight hours for the meeting, return travel and report preparation.

## **A.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2010)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(7) [Reserved]

- (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- (ii) Alternate I (June 2003) of 52.219-23.
- (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

- (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (30) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (31)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Removed and reserved]

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## **A.5 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE**

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.213-3	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) NOTICE TO SUPPLIER	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.233-1	DISPUTES	JUL 2002
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004

## **A.6 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20**

### **A.7 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

## **A.8 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.