

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

1. REQUISITION NO. 4010A646 PAGE 1 OF

2. CONTRACT NO. GS35F0199R 3. AWARD/EFFECTIVE DATE 09-30-2010 4. ORDER NO. DR-10-10-1240 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME MICHAEL TURNER b. TELEPHONE NO. (No Collect Calls) 492-3632 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. Of Contracts Attn: Michael Turner Mail Stop: TWB-01-B10M Washington 20555 CODE 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR: X SMALL BUSINESS EMERGING SMALL BUSINESS HUBZONE SMALL BUSINESS SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS Net 30 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 Attn: Karen Cudd Mail Stop: T-5E19M Washington DC 20555 CODE 16. ADMINISTERED BY CODE

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE CROSS MATCH TECHNOLOGIES, INC. 3950 RCA BLVD STE 5001 PALM BEACH GARDENS FL 334104227 TELEPHONE NO. 561-622-4605 18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov 7301 W. Mansfield Avenue Attn: Fiscal Services Branch - D2770 Denver CO 80235-2230 CODE

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 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
	<p>The Contractor shall provide the U.S. Nuclear Regulatory Commission with service and maintenance support for the Cross Match products listed on the attached in accordance with the terms and conditions of GSA Federal Supply Contract No. GS-35F-0199R, applicable NRC clauses, and the Cross Match Technologies Quote No. 15030, which is hereby incorporated by reference.</p> <p>Period of Performance: October 1, 2010 - September 30, 2011.</p> <p>Contractor Point-of-Contact: Andrea Mills (561) 622-4605 NRC Project Officer: Karen Cudd (301) 492-3691</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA B&R: 04015 - 5B1C16, Job Code: H1207, BOC: 252A Appropriation Number: X0200, Obligate: \$22,046.40 FFS: 4010A646, DUNS: 938318995 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$22,046.40

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. X 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE X ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Michael A. Turner

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Michael A. Turner, Contracting Officer 31c. DATE SIGNED 9/30/2010

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

Description: MAINTENANCE, 12 MONTH, 10-PRINT SYSTEM
Period: October 1, 2010 – September 30, 2011

Party No.: 15030
Amount: \$19,444.00

SHIPPING ASSEMBLY, GUARDIAN USB, W/AUTOCAPTURE & ROLLS;000653040.C2009
SHIPPING ASSEMBLY, GUARDIAN USB, W/AUTOCAPTURE & ROLLS;000653022.C2009
SHIPPING ASSEMBLY, GUARDIAN USB, W/AUTOCAPTURE & ROLLS;000653013.C2009
SHIPPING ASSEMBLY, GUARDIAN USB, W/AUTOCAPTURE & ROLLS;000653003.C2009
SHIPPING ASSEMBLY, GUARDIAN USB, W/AUTOCAPTURE & ROLLS;000653039.C2009
SHIPPING ASSEMBLY, GUARDIAN USB, W/AUTOCAPTURE & ROLLS;000652964.C2009
SHIPPING ASSEMBLY, GUARDIAN USB, W/AUTOCAPTURE & ROLLS;000653025.C2009
SHIPPING ASSEMBLY, GUARDIAN USB, W/AUTOCAPTURE & ROLLS;000653000.C2009
SHIPPING ASSEMBLY, GUARDIAN USB, W/AUTOCAPTURE & ROLLS;000653008.C2009
SHIPPING ASSEMBLY, GUARDIAN USB, W/AUTOCAPTURE & ROLLS;000653066.C2009
SHIPPING ASSEMBLY, GUARDIAN USB, W/AUTOCAPTURE & ROLLS;000653152.C2009
SHIPPING ASSEMBLY, GUARDIAN USB, W/AUTOCAPTURE & ROLLS;000653706.E2009

Description MAINTENANCE, 12 MONTH, VERIFIER
Period: October 1, 2010 – September 30, 2011

Party No.: 15030
Amount: \$2,606.40

SHIPPING ASSEMBLY - V310 LC, USB 2.0 (ROHS)HIPPING ASSEMBLY - V310 USB2.0; 310U-001929
SHIPPING ASSEMBLY - V310 LC, USB 2.0 (ROHS)HIPPING ASSEMBLY - V310 USB2.0; 310U-001970
SHIPPING ASSEMBLY - V310 LC, USB 2.0 (ROHS)HIPPING ASSEMBLY - V310 USB2.0; 310U-001998
SHIPPING ASSEMBLY - V310 LC, USB 2.0 (ROHS)HIPPING ASSEMBLY - V310 USB2.0; 310U-002007
SHIPPING ASSEMBLY - V310 LC, USB 2.0 (ROHS)HIPPING ASSEMBLY - V310 USB2.0; 310U-001993
SHIPPING ASSEMBLY - V310 LC, USB 2.0 (ROHS)HIPPING ASSEMBLY - V310 USB2.0; 310U-002005
SHIPPING ASSEMBLY - V310 LC, USB 2.0 (ROHS)HIPPING ASSEMBLY - V310 USB2.0;310U-001999
SHIPPING ASSEMBLY - V310 LC, USB 2.0 (ROHS)HIPPING ASSEMBLY - V310 USB2.0; 310U-001927
SHIPPING ASSEMBLY - V310 LC, USB 2.0 (ROHS)HIPPING ASSEMBLY - V310 USB2.0;310U-001971
SHIPPING ASSEMBLY - V310 LC, USB 2.0 (ROHS)HIPPING ASSEMBLY - V310 USB2.0;310U-002001
SHIPPING ASSEMBLY - V310 LC, USB 2.0 (ROHS)HIPPING ASSEMBLY - V310 USB2.0;310U-001822
SHIPPING ASSEMBLY - V310 LC, USB 2.0 (ROHS)HIPPING ASSEMBLY - V310 USB2.0;310U-001978
SHIPPING ASSEMBLY - V310 LC, USB 2.0 (ROHS)HIPPING ASSEMBLY - V310 USB2.0;310U-001996
SHIPPING ASSEMBLY - V310 LC, USB 2.0 (ROHS)HIPPING ASSEMBLY - V310 USB2.0;310U-002377

FIRM-FIXED AMOUNT: \$22,046.40

DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

A.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 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 (APR 2010)(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 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(7) 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).

(8) [Reserved]

(9)(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.

- (10)(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.
- (11) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (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.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (13) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (14) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (15)(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.
- (16) 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).
- (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (20) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (24) 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).
- (25) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (26) 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).

[] (27) 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.)

[] (28)(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.)

[] (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (30)(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.

[] (31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[] (32)(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.

[] (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[] (34) 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).

[] (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (37) 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)).

[] (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[] (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[] (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (43)(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 (APR 2010) (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.3 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.4 Other Applicable Clauses

See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

A.5 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.6 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.

A.7 PROHIBITION OF FUNDING TO ACORN (NOV 2009)

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf

A.8 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving,"(October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.