



Solicitation and Offer for Basic Ordering Agreement

Section A - Agreement Form

Part I. Solicitation

1. Solicitation number: 6400009275	2. Offers due by: 01/11/2010, 12:00pm	3. Offers valid for 120 days unless a different period is entered here:
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4. The product classification for this procurement under the North American Industry Classification System (NAICS) is Code 541519 - Other Computer Related Services

5. Address offer to: UT-Battelle, LLC c/o Oak Ridge National Laboratory P.O. BOX 2008, BLDG. 5700 OAK RIDGE, TN 37831-6024	6. Solicitation issued to: Seller Number: 214342 ALL PROSPECTIVE OFFERORS Unknown Unknown TN 37831
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7a. For information contact: Shirley Marion

7b. Email Address: ITSTAFFAUG@ORNL.GOV	7c Telephone: 865-574-0422	7d.Fax: 865-241-1034
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8. Brief description of supplies or services for which offers are sought:
IT Staff Augmentation BOA

9. Type of subcontract anticipated:Basic Ordering Agreement

10. This procurement [X] is, [] is not a total small business set-aside. See block 4 for the applicable NAICS Code.

11. Table of Contents

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Part II. Offer

The undersigned agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated in any resulting task orders. The rights and obligations of the parties to this agreement and any resultant task orders shall be subject to and governed by this document, task orders and any document attached or incorporated by reference.

12. Offeror DUNS establishment number:	13. Offeror Employer Identification number:	14. Offeror acknowledges receipt of amendments numbered:
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15. Name and address of offeror:	16. Remittance address (if different from block 15):
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17a. Signature of person authorized to sign:	17b. Date:
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17c. Name/Title of signer:

17d. Telephone:	17e. Email:	17f. Fax:
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Section B - Supplies or Services and Prices/Costs

B.1 Provide support services in accordance with the attached Statement of Work in Section C.

B.2 Ceiling Price

The ceiling price of this Agreement is TO BE DETERMINED.

B.3 Price Information

The basis for the task order prices shall be established by using the following Fully Burdened Multiplier rates, which include all indirect costs and profit:

Base Year Fully Burdened Multiplier
(Local Area Candidates) _____ %

Base Year Fully Burdened Multiplier
(Outside Local Area Candidates) _____ %

B.4 Options

The Company shall have the option(s) to purchase additional quantities of the items or services described in Sections C and F as follows:

Option No. 1: Additional Year of Information Technology/Computer Science (IT/CS)Support

A) Fully Burdened Multiplier
for local area candidates
(local area is within
50 mile radius of Oak Ridge, TN) _____

B) Fully Burdened Multiplier
for candidates outside
of local area(local area is within
50 mile radius of Oak Ridge, TN) _____

Estimated Quantity of Hours: 4,000 Annual Hours

Period of Performance: 2/1/2011 - 1/31/2012

Option No. 2 : Additional Year of Information Technology/Computer Science (IT/CS)Support

A) Fully Burdened Multiplier



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Section B - Supplies or Services and Prices/Costs, continued

for local area candidates
(local area is within
50 mile radius of Oak Ridge, TN) _____

B) Fully Burdened Multiplier
for candidates outside
of local area (local area is within
50 mile radius of Oak Ridge, TN) _____

Estimated Quantity of Hours: 4,000 Annual Hours

Period of Performance: 2/1/2012 - 1/31/2013

In the event the Company does not exercise any option by the time specified in Section F for the exercise of such option, or any other date mutually agreed to, the Seller shall be relieved of its obligation to furnish items under options not already exercised.

B.4 Description

a. Work to be performed under this agreement will be more specifically defined in written task orders issued by the Company to the Seller. Task orders may be fixed-price or time-and-material types, and may be fully or incrementally funded. All task orders will include:

1. A technical description of the work.
2. The BOA number and the task order number.
3. The fixed or ceiling price of the task order.
4. The period of performance for the task order.
5. The task order type.
6. Clauses applicable to task order.
7. Other pertinent information.

b. No funds are being obligated under this Agreement. The Company is not obligated to release any funds or issue any task orders under this Agreement.

B.5 Ordering Procedures

a. The Company will begin the task order process by issuing a solicitation to the Seller, describing the service to be ordered, setting forth a performance schedule, and identifying clauses that will be applicable to the task order.

b. The solicitation will indicate the date the task order proposal is due. Seller's proposal shall contain the information and be in the format required by the solicitation. Costs or prices shall be proposed using the hourly rates specified in "Price Information" in Section B. Task orders will be issued on the Company's task order form.



UT-Battelle, LLC
Acting under contract DE-AC05-00OR22725
With the U.S. Department of Energy
Internet: <http://www.ornl.gov/adm/contracts/index.shtml>

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Section B - Supplies or Services and Prices/Costs, continued

c. Task order solicitations will be issued at the Company's discretion on a competitive or non-competitive basis. Seller's performance of previous task orders may be considered when making this determination.

Section C - Specifications/Statement of Work

Oak Ridge National Laboratory
Information Technology Services Division

IT Staff Augmentation Basic Ordering Agreement

Background Information

The Information Technology Services Division and other organizations at the Oak Ridge National Laboratory (ORNL) often have needs to rapidly acquire the services of experienced Information Technology/Computer Science (IT/CS) professionals with specialized skills to augment our existing staff on a short-term basis. Experience has shown that individuals with these skills are sometimes not quickly obtainable by internal/external job postings.

The purpose of this procurement is to survey the marketplace and establish agreements with IT/technical staffing companies who can propose staff résumés against specific job descriptions. Offerors should be able to supply personnel to fill these positions on both a short-term (up to one year) or temporary-to-hire basis.

Awardees will not be guaranteed any specific work; however, all awardees will be solicited for résumés whenever a new requirement under this agreement is identified.

The Company reserves the right to add, modify, or delete work or awardees at any time over the life of the agreement.

Scope

Oak Ridge National Laboratory located in Oak Ridge, TN requires recruiting and staffing support in various Information Technology/Computer Science (IT/CS) areas. Due to the rapidly changing needs and technology, we often have the need to rapidly acquire the services of experienced IT/CS professionals with specialized skills to augment our existing staff.

The types of skills required are expected to run the full gamut of IT/CS services; however, this agreement will be used primarily to obtain the services of experienced personnel. Some examples of services that may be required include applications programmer, applications administrator, web programmer, web site designer, database programmer, database architect, database administrator, systems programmer, system analyst, system administrator, systems engineer, systems architect, computer I/O systems engineer, desktop support analyst, cyber security specialist, cyber policy analyst, and network engineer. An individual job description will be supplied by the Company for each position solicited under this agreement.

The duration of work for supplied staff will be temporary, short-term (up to one year). After six months of full-time work, supplied staff may be offered full-time employment by the Company (no fee shall be charged to the Company or employee). If the company wishes to convert a supplied staff member prior to six months, the Seller's standard fee shall be prorated based upon time worked.

Before submitting résumés to the Company for any position, the Seller shall discuss the job

Section C - Specifications/Statement of Work, continued

description with any potential candidate and affirm their interest in the position.

All Sellers must respond to each and every job posting by the stated deadline (even if the response is "no viable candidate available").

Before reporting to work, all staff supplied under this agreement shall have undergone background screening consisting (at a minimum) of all of the checks enumerated below. Results from these checks shall be made available to the Company on any supplied candidate upon request.

1. Employment/Unemployment verification for the past 3 years
2. Education verification for any attendance within the past 5 years. Any/all post high school degrees regardless of time
3. At least two references that know the applicant personally and have first-hand knowledge of professional work experience.
4. Felony & Misdemeanor and Federal Felony & Misdemeanor checks for the past 7 years. This check is conducted in the county for the Applicant's present address. If the present address is for a short period of time, then check the longest address.
5. Credit report - ordered through Equifax
6. Motor Vehicle Records report - ordered through motor vehicle department

The Company reserves the right to declare any supplied personnel "unsuitable" at any time. This condition will be communicated to the Seller as soon as it is apparent to the Company. The Company's obligation to utilize that worker will cease immediately after notification; however, upon mutual agreement between the Company and the Seller, the worker may continue to be used up to 30 (calendar) days after notification.

The Company will not pay any travel/relocation fees as part of this agreement. Any such premium that is required for an individual candidate must be included in the hourly rate proposed.

Process Work-Flow

1. Company identifies an IT/CS need.
2. Company Technical Contact (CTC) prepares a job description, specifies a deadline for résumés to be returned, and forwards this information to the subcontract administrator who sends it via email to designated contact for each Seller.
3. Seller responds by the deadline to the subcontract administrator with résumés of interested candidates, total hourly rate (includes any overhead), earliest report-to-work date for each candidate.
4. ORNL Subcontract Administrator forwards résumés to CTC.
5. CTC reviews résumés, selects candidate(s) for interview and notifies appropriate Seller.
6. Seller works with CTC to arrange interviews.
7. CTC selects first choice candidate and notifies Seller.
8. Seller performs background checks and affirms completion to CTC and communicates any "red flags". (CTC may request written results.)
9. CTC initiates a procurement action to add line-item and funding for the person selected to the existing purchase order/contract with the Seller.



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Section C - Specifications/Statement of Work, continued

10. ORNL Subcontract Administrator works with the Seller to finalize the hourly rate and add the item.
11. CTC and Seller agree upon a firm report-to-work-date.
12. Worker reports to work on the agreed-upon date.



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Section F - Performance Period and Payment Information, continued

Period of Performance 2/1/2010 - 1/31/2011

Option No. 1: Additional Year of Information Technology/Computer Science Support

Estimated Total Annual Hours 4,000 Hours

A) Fully Burdened Multiplier for local area candidates (local area is within 50 mile radius of Oak Ridge, TN) _____

B) Fully Burdened Multiplier for candidates outside of local area(local area is within 50 mile radius of Oak Ridge, TN) _____

Period of Performance 2/1/2011 - 1/31/2012

Total Ceiling Price for Option 1 = \$_____

Option No. 2: Additional Year of Information Technology/Computer Science Support

Estimated Total Annual Hours 4,000 Hours

A) Fully Burdened Multiplier for local area candidates (local area is within 50 mile radius of Oak Ridge, TN) _____

B) Fully Burdened Multiplier for candidates outside of local area (local area is within

Section G - General Provisions

NOTE: Standard government forms (SF) mentioned herein are available at <http://www.gsa.gov/forms>. Other forms, clauses, articles, and documents are available at our web site, <http://www.ornl.gov/adm/contracts/documents.shtml>.

The Representations and Certifications submitted by the Seller as part of its offer will be incorporated by reference into this Basic Ordering Agreement and any task order issued hereunder.

All articles and documents incorporated by reference, including those made a part of General Provisions, apply as if they were set forth in their entirety.

Order of Precedence. Any inconsistency between the Basic Ordering Agreement and any task order shall be resolved by giving precedence to the task order.

The following General Terms and Conditions will apply to task orders issued under this Basic Ordering Agreement. Each task order will specify which terms will apply.

General Terms and Conditions - Fixed Price (FP Sept 2009)

General Terms and Conditions - Time and Material (TM Sept 2009)

Section H - Special Provisions

NOTE: Standard government forms (SF) mentioned herein are available at <http://www.gsa.gov/forms>. Other forms, clauses, articles, and documents are available at our web site, <http://www.ornl.gov/adm/contracts/documents.shtml>.

All articles and documents incorporated by reference, including those made a part of Special Provisions, apply as if they were set forth in their entirety.

Exhibit 5, Patent Indemnity (4/84)

Exhibit 9, Technical Data (Nov 2000)

Exhibit 4, Authorization and Consent (Dec 2005)

Exhibit 1C, Patent Rights -- Retention By The Seller (Short Form) (Mar 2001)

Technical Direction

The clause, "Technical Direction (Jan 2006)", is incorporated by reference and amended as follows: "Performance under this subcontract is subject to the technical direction of the Company's Technical Project Officer (TPO), David Turpin.

In addition to the provisions of the clause referenced herein, the task order TPO shall be responsible for providing a Statement of Work specific to the task order, approving task order proposals, committing funding, reviewing deliverables, and approving payment for work accomplished by Seller.

Environmental, Safety, and Health Requirements

Access

Seller employees requiring unescorted Company site access shall complete the Company's Site Access Training program.

Seller employees shall comply with all area and facility-specific entry requirements and postings, including training and escort requirements.



UT-Battelle, LLC
Acting under contract DE-AC05-00OR22725
With the U.S. Department of Energy
Internet: <http://www.ornl.gov/adm/contracts/index.shtml>

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Section I - List of Attachments

NONE

Section J - Representations and Instructions

J.1. Representations and Certifications. If response exceeds \$10,000, you must return a completed Representations and Certifications form (available at <http://www.ornl.gov/adm/contracts/documents.shtml>).

J.2. General Solicitation Instructions. Responses are subject to the provisions of the General Solicitation Instructions form (available at <http://www.ornl.gov/adm/contracts/documents.shtml>).

J.3. Sales Tax. DO NOT INCLUDE SALES OR USE TAX IN QUOTED PRICES. See Blanket Certificate of Resale at <http://www.ornl.gov/adm/contracts/documents.shtml>.

Notice of Total Small Business Set-Aside (June 2007)

(a) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns will be rejected. Any award resulting from this solicitation will be made to a small business concern.

(b) Definition. "Small business concern," as used in this notice, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the applicable size standard in paragraph (c) below.

(c) Size Standards.

(1) Nonmanufacturers. A concern submitting an offer in its own name that proposes to furnish an end product it did not manufacture, is a small business if it has no more than 500 employees. This paragraph does not apply to construction or service contracts.

(2) Other Offerors. An offeror other than a nonmanufacturer is a small business if:

- Its "annual receipts," as defined in 13 CFR 121.104, do not exceed **\$25 Million**.

(3) The product or service classification used to determine this size standard was **North American Industry Classification System (NAICS) Code 541519**.

Cost or Pricing Data

Offerors are not required to submit cost or pricing data with their offers; however, data may be requested at a later date.

Evaluation Criteria

We will evaluate proposals using the following criteria, which are of approximately equal importance:

Section J - Representations and Instructions

Criterion 1: Corporate Past Experience/Past Performance

The Company will evaluate the past experience of the Offeror as it relates to the Statement of Work. Past performance will be reviewed to determine the level of success and customer satisfaction achieved on previous engagements as relayed by references and other information sources.

Criterion 2: Technical Approach

The proposal must include the approach used to provide the minimal requirements outlined in the Statement of Work.

The Company will evaluate how the proposal meets each of the Technical Requirements listed below:

- 1) Demonstrate the ability to supply experienced candidates for specialized IT functions, often on short notice.
- 2) The number of IT Professionals presently on call.

Evaluation Process

The evaluation process consists of the proposals being reviewed, evaluated and rated using a graded system that assesses the degree of compliance with the technical requirements and the level-of-performance risk. The proposals will be graded against each of the technical evaluation factors, based on the following ratings:

Red - Offeror/Proposal fails to meet the performance or capability requirements or provides unacceptable risk to the Company.

Yellow - Offeror/Proposal marginally meets the performance or capability requirements or provides moderate to high risk to the Company.

Green - Offeror/Proposal meets the performance or capability requirements necessary for acceptable subcontract performance, and provides low to moderate risk to the Company.

Blue - Offeror/Proposal exceeds the performance or capability requirements, offering superior subcontract performance, and provides little or no risk to the Company.

The objective is to determine the Offeror/Proposal that provides the greatest value to the Company with total price including option(s) and other cost factors being less important than technical merit.

A determination of total cost will include, but not be limited to: (a) transportation, (b) travel, (c) coordination of contract performance, and (d) technical interface challenges. The Company will determine which proposed pricing, including options, represents the best value to the company after review of all offers.

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Section J - Representations and Instructions

We may solicit information concerning your record of performance and use it in evaluation.

Preparation of Offers

(a) Offers must be (1) submitted on the forms furnished by the Company or on copies of those forms; and (2) manually signed. The person signing an offer must initial each erasure or change made to any form.

(b) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

Withdrawal of Offers

Offers may be withdrawn by written notice received at any time before award. Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

Data Universal Numbering System (DUNS) Number

(a) The offeror shall enter on the Solicitation and Offer form the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at http://www.dnb.com/US/customer_service/index.html. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

Number of Awards

The Company intends to award one or more BOAs.

Questions

Questions concerning this solicitation must be submitted in writing to the person identified in block 7 on the Solicitation and Offer form before **12:00 p.m., 12/28/2009.** Information given to one prospective offeror will be furnished to all prospective offerors if lack of the information would be prejudicial to them.

Section J - Representations and Instructions

Options

The Company shall have the option(s) to purchase additional quantities of the items or services described in Sections B and C.

In the event the Company does not exercise any option by the time specified in Section F for the exercise of such option, or any other date mutually agreed to, the Seller shall be relieved of its obligation to furnish items under options not already exercised.

Technical and Business Management Proposals

A. To aid our evaluation, your proposal must be in two parts, a Technical Proposal and a Business Management Proposal.

B. Format for Technical Proposal. The Technical Proposal should not exceed 20 pages (excluding personnel resumes). You must provide technical information in sufficient detail to allow the Company to fully evaluate your proposal against all evaluation factors. The Company may assume that the Offeror fails to comply with the Statement of Work if this section is incomplete.

The following information is mandatory:

Section 1: Corporate Past Experience/Past Performance

In this section, the Offeror shall provide detailed information pertaining to past and present experience implementing the technologies identified in the Statement of Work. The Offeror must provide a minimum of two technical references. Each reference shall include company name, point of contact, telephone number, email address, and a brief description of the project, including any related problems and resolution.

Section 2: Technical Qualifications

This section must contain the minimal requirements outlined in the Statement of Work. The Company will evaluate how the proposal meets each of the Technical Qualifications. The technical qualifications include:

- a) Demonstrating the ability to supply experienced candidates for specialized IT functions, often on short notice. (Provide at least 2 examples)
- b) Provide the number of IT Professionals presently on call.
- c) For each candidate proposed under this agreement, the offeror must show an established relationship with the proposed IT Professional.
- d) Provide evidence of proven success records.

C. **Format for Business Management.** The Business Management Proposal must be in the following format:

Section J - Representations and Instructions

1. A completed, signed copy of the Solicitation and Offer and Subcontract forms.
2. Price Information.

a. Price Proposal. The Company recognizes that rates for actual candidates cannot be proposed at this time. The proposal shall include two (2) fixed rates (with fully burdened multipliers) as a percentage and either rate will be added to all candidates hourly rate.

The first rate will be for local candidates, those residing within a 50 mile radius of Oak Ridge, TN.

The 2nd rate will be for candidates residing outside of a 50 mile radius of Oak Ridge, TN.

The rates will be structured such that it includes all indirect costs and profit.

3. Royalty Information.

a. Cost or charges for royalties. If your proposal includes costs or charges for royalties totaling more than \$250, you must include the following information for each separate item of royalty or license fee:

- Name and address of licensor;
- Date of license agreement;
- Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;
- Brief description, including any part or model numbers of each contract item or component on which the royalty is payable;
- Percentage or dollar rate of royalty per unit;
- Unit price of contract item;
- Number of units; and
- Total dollar amount of royalties.

b. Copies of current licenses. In addition, at our request before execution of the subcontract, you must furnish a copy of the current license agreement and an identification of applicable claims of specific patents or other basis upon which the royalty may be payable.

4. Other Information. You must include in this section:

a. Any exceptions that you take to the provisions of this solicitation.

b. A completed, signed copy of the form entitled "Representations and Certifications."

c. A completed, signed copy of the form entitled "Exhibit 2 - Representation of

Section J - Representations and Instructions

Limited Rights Data and Restricted Computer Software".

d. If Section H of this solicitation includes either the "Patent Rights - Acquisition by the Government" or the "Patent Rights - Retention by the Seller (Short Form)" clause, and you have requested an advance waiver of patent rights, a copy of the form (attachments are not necessary) that you submitted to the DOE Patent Counsel. (See the form entitled Exhibit 2B - Petition for Advance Waiver of Patent Rights.)

e. If your proposal exceeds \$100,000.00 and Section H of this solicitation includes the "Organizational Conflicts of Interest" clause, the statement required by paragraph (c) of the provision entitled "Organizational Conflicts of Interest Disclosure - Advisory and Assistance Services," which is made a part of this solicitation.

Access to ORNL Site

Vendor personnel may come onto the ORNL site only if they have a current ORNL badge or a visitor's pass. Persons who need visitors. passes to deliver offers or participate in site visits must provide the following information to the Subcontract Administrator on a workday at least 24 hours in advance: (i) Full name, (ii) employer, (iii) social security number, (iv) date of birth, (v) gender and (vi) country of citizenship. Visitors. passes must be picked up at the Visitor Center, Building 5200. Photo identification is required.



UT-Battelle, LLC
 Acting under contract DE-AC05-00OR22725
 With the U.S. Department of Energy
 Internet: <http://www.ornl.gov/adm/contracts/index.shtml>

Basic Ordering Agreement

Section A - Agreement Form

1. Agreement Number:	2. Solicitation Number: 6400009275	3. Type of Agreement : Basic Ordering Agreement
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4a. Subcontract Administrator: Shirley Marion

4b. Email Address: MARIONSJ@ORNL.GOV	4c. Telephone: 865-574-0422	4d. Fax: 865-241-1034
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5. Issued By: UT-Battelle, LLC c/o Oak Ridge National Laboratory P.O. BOX 2008, BLDG. 5700 OAK RIDGE, TN 37831-6024	6. Submit Invoices To: UT-Battelle, LLC Accounts Payable P.O. Box 2308 Oak Ridge, TN 37831-6436
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7. Name and Address of Seller	8. Ship To: UT Battelle, LLC for the Dept. of Energy c/o Oak Ridge National Laboratory 1 Bethel Valley Road / PO Box 2008 Oak Ridge TN 37831 Show subcontract number on all packages, B/L, and, if required, invoices.
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	E	Inspection and Acceptance			

10. Brief Description of Supplies or Services being acquired: IT Staff Augmentation BOA

11. Ceiling amount of Agreement:

12. Seller's Agreement. Seller agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated in any resulting task orders. The rights and obligations of the parties to this agreement and any resultant task orders shall be subject to and governed by this document , task orders, and any document attached or incorporated by reference.	13. Award. UT-Battelle, LLC (Company) agrees to award this agreement to the Seller. The rights and obligations of the parties to this agreement are subject to and governed by this document, task orders, and any documents attached or incorporated by reference.
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() Seller is required to sign and return a copy of this document. <i>(Checked if applicable)</i>	UT-Battelle, LLC
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A. Signature of person authorized to sign for Seller	A. Signature of person authorized to sign
B. Name of signer	B. Name of signer
C: Title of signer	C. Title of signer
D. Date	D. Date