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

1. REQUISITION NO.	PAGE 1 OF
03-11PE 2667/43031 C.A.F.	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
DOL-119E12607	SEE BLOCK 31c	29 SEPT 2011	DOL-11RP21271	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	CHRISTIAN FOWLER	202-693-4597	

9. ISSUED BY	CODE 1605	10. THIS ACQUISITION IS
OASAM Office of Procurement Services U. S. Department of Labor RM S4307 200 Constitution Ave., NW Washington DC 20210		[X] UNRESTRICTED OR [ ] SET ASIDE % FOR [ ] SMALL BUSINESS [ ] EMERGING SMALL BUSINESS [ ] HUBZONE SMALL BUSINESS NAICS: 541612 SIZE STANDARD: [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS [ ] 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
[ ] SEE SCHEDULE	NET 30 DAYS	[ ]	N/A	[ ] IFB [X] RFP

15. DELIVER TO	CODE 1635	16. ADMINISTERED BY	CODE 1605
ATTN: VICTORIA LEWIS EMPLOYMENT VERIFICATION SERVICES U. S. Department of Labor 200 Constitution Ave., NW Washington DC 20210		OASAM Office of Procurement Services U. S. Department of Labor RM S4307 200 Constitution Ave., NW Washington DC 20210	

17a. CONTRACTOR/OFFEROR CODE 3XHY2	FACILITY CODE 110978322	18a. PAYMENT WILL BE MADE BY	CODE 1605
POC: MARY TARBRAKE CENTER FOR CONSTRUCTION RESEARCH AND TRAINING 8484 GEORGIA AVE STE 1000 SILVER SPRING MD 209105618 Email: MTarbrake@cpwr.com		OASAM BRANCH OF INVOICE PAYMENTS RM: S-5526 US DEPARTMENT OF LABOR 200 CONSTITUTION AVENUE, NW WASHINGTON DC 20210	

TELEPHONE NO.

[ ] 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 — See CONTINUATION Page	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	THE VENDOR SHALL PROVIDE EMPLOYMENT VERIFICATION SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK FOR EACH FIRM FIXED PRICE TASK ORDER AWARDED UNDER THIS IDIQ. ANY UNUSED FUNDS WILL BE DE-SCOPED AND DE-OBLIGATED FOR EACH TASK AT THE END OF TERM. BASE YEAR: 29 SEPTEMBER 2011 to 28 SEPTEMBER 2012 OPTION YEAR ONE: 29 SEPTEMBER 2012 to 28 SEPTEMBER 2013 OPTION YEAR TWO: 29 SEPTEMBER 2013 to 28 SEPTEMBER 2014 OPTION YEAR THREE: 29 SEPTEMBER 2014 to 28 SEPTEMBER 2015 OPTION YEAR FOUR: 29 SEPTEMBER 2015 to 28 SEPTEMBER 2016 THE CEILING AMOUNT FOR THIS IDIQ IS $1,636,469.15 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA — See CONTINUATION Page

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

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

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE 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)
[signature]	[signature] Gladys N. Bailey
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT): Erich Stafford, Executive Director	30c. DATE SIGNED: 09/30/2011
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Gladys N. Bailey	31c. DATE SIGNED: 9/28/11

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

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

1. REQUISITION NO.	PAGE 1 OF
72-119E-2667/432311 C.A.F.	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
DOLJ119E32607	SEE BLOCK 31c	29 SEPT 2011	DOL111RP21271	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	CHRISTIAN FOWLER	202-693-4597	

9. ISSUED BY CODE 1605

OASAM Office of Procurement Services
U. S. Department of Labor
RM S4307
200 Constitution Ave., NW
Washington DC 20210

10. THIS ACQUISITION IS

[X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:

[ ] SMALL BUSINESS [ ] EMERGING SMALL BUSINESS

[ ] HUBZONE SMALL BUSINESS

NAICS: 541612
SIZE STANDARD:

[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS [ ] 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
[ ] SEE SCHEDULE	NET 30 DAYS	[ ]	N/A	[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE 1635

ATTN: VICTORIA LEWIS
EMPLOYMENT VERIFICATION SERVICES
U. S. Department of Labor
200 Constitution Ave., NW
Washington DC 20210

16. ADMINISTERED BY CODE 1605

OASAM Office of Procurement Services
U. S. Department of Labor
RM S4307
200 Constitution Ave., NW
Washington DC 20210

17a. CONTRACTOR/OFFEROR CODE 3XHY2 FACILITY CODE 110978322

POC: MARY TARBRAKE
CENTER FOR CONSTRUCTION RESEARCH AND TRAINING
8484 GEORGIA AVE STE 1000
SILVER SPRING MD 209105618
Email: MTarbrake@cpwr.com

TELEPHONE NO.

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE 1605

OASAM BRANCH OF INVOICE PAYMENTS
RM: S-5526
US DEPARTMENT OF LABOR
200 CONSTITUTION AVENUE, NW
WASHINGTON DC 20210

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	THE VENDOR SHALL PROVIDE EMPLOYMENT VERIFICATION SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK FOR EACH FIRM FIXED PRICE TASK ORDER AWARDED UNDER THIS IDIQ. ANY UNUSED FUNDS WILL BE DE-SCOPED AND DE-OBLIGATED FOR EACH TASK AT THE END OF TERM. BASE YEAR: 29 SEPTEMBER 2011 to 28 SEPTEMBER 2012 OPTION YEAR ONE: 29 SEPTEMBER 2012 to 28 SEPTEMBER 2013 OPTION YEAR TWO: 29 SEPTEMBER 2013 to 28 SEPTEMBER 2014 OPTION YEAR THREE: 29 SEPTEMBER 2014 to 28 SEPTEMBER 2015 OPTION YEAR FOUR: 29 SEPTEMBER 2015 to 28 SEPTEMBER 2016 THE CEILING AMOUNT FOR THIS IDIQ IS $3,636,469.15 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page

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.

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

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[ ] 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)
	Gladys M. Bailey

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED
		Gladys M. Bailey	9/28/11

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

PRICE/COST SCHEDULE

BASE YEAR: 28 SEPTEMBER 2011 to 27 SEPTEMBER 2012

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		2000	EA	$300.31	$600,620.00
	Task A: Employment Verification Services A. CP2 FFP (Firm Fixed Price) The contractor shall provide Employment Verification services in accordance with the Statement of Work.				
				NET AMT	$600,620.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		251	DAYS	$332.55	$83,470.05
	Task B: Database Services FFP (Firm Fixed Price) The contractor shall provide Employment Verification services in accordance with the Statement of Work.				
				NET AMT	$83,470.05

TOTAL BASE YEAR AMOUNT: NTE $684,090.05

OPTION YEAR 1: 28 SEPTEMBER 2012 to 27 SEPTEMBER 2013

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Task A: Employment Verification Services A. CP2 FFP (Firm Fixed Price) The contractor shall provide Employment Verification services in accordance with the Statement of Work.	2000	EA	$309.32	$618,638.60
				NET AMT	$618,638.60

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Task B: Database Services FFP (Firm Fixed Price) The contractor shall provide Employment Verification services in accordance with the Statement of Work.	251	DAYS	$344.21	$86,396.71
				NET AMT	$86,396.71

TOTAL OPTION PERIOD ONE AMOUNT: NTE $705,035.31

OPTION YEAR 2: 28 SEPTEMBER 2013 to 27 SEPTEMBER 2014

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Task A: Employment Verification Services A. CP2 FFP (Firm Fixed Price) The contractor shall provide Employment Verification services in accordance with the Statement of Work.	2000	EA	$318.60	$637,197.76
				NET AMT	$637,197.76

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Task B: Database Services FFP (Firm Fixed Price) The contractor shall provide Employment Verification services in accordance with the Statement of Work.	251	DAYS	$356.30	$89,431.30
				NET AMT	$89,431.30

TOTAL OPTION PERIOD TWO AMOUNT: NTE $726,629.06

OPTION YEAR 3: 28 SEPTEMBER 2014 to 27 SEPTEMBER 2015

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Task A: Employment Verification Services A. CP2 FFP (Firm Fixed Price) The contractor shall provide Employment Verification services in accordance with the Statement of Work.	2000	EA	$328.16	$656,313.69
				NET AMT	$656,313.69

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	Task B: Database Services FFP (Firm Fixed Price) The contractor shall provide Employment Verification services in accordance with the Statement of Work.	251	DAYS	$368.84	$92,578.84
				NET AMT	$92,578.84

TOTAL OPTION PERIOD THREE AMOUNT: NTE $748,892.53

OPTION YEAR 4: 28 SEPTEMBER 2015 to 27 SEPTEMBER 2016

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		2000	EA	$338.00	$676,003.10
	Task A: Employment Verification Services A. CP2 FFP (Firm Fixed Price) The contractor shall provide Employment Verification services in accordance with the Statement of Work.				
				NET AMT	$676,003.10

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		251	DAYS	$381.75	$95,819.10
	Task B: Database Services FFP (Firm Fixed Price) The contractor shall provide Employment Verification services in accordance with the Statement of Work.				
				NET AMT	$95,819.10

TOTAL OPTION PERIOD FOUR AMOUNT: NTE $771,822.20

TOTAL AMOUNT: NTE $3,636,469.15

DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DATE OF DELIVERY
1	1.00	09-28-2011

SHIP TO : Employment Standards Administration
US Department of Labor
200 Constitution Avenue, NW
Washington, DC 20210
MARK FOR: VICTORIA LEWIS

DOLJ119E32607

STATEMENT OF WORK (SOW)

For

EMPLOYMENT VERIFICATION SERVICES

Department of Labor
Office of Workers' Compensation Programs
Division of Energy Employees Occupational
Illness Compensation

PART 1
GENERAL INFORMATION

1.0 BACKGROUND INFORMATION

Public Law 106-398, the Energy Employees Occupational Illness Compensation Program Act (EEOICPA) of 2000, as amended (the Act), established a program to compensate nuclear weapons program workers who suffered adverse health effects from exposure to beryllium, ionizing radiation, and other hazards in the course of their nuclear weapons program-related work. The President, in an Executive Order dated December 7, 2000, assigned program implementation responsibilities to various executive departments. The Fiscal Year 2005 National Defense Authorization Act, signed by President Bush on October 28, 2004, abolished Part D of the EEOICPA administered by the Department of Energy (DOE) and replaced it with a new system of federal payments called Part E to be administered by the Department of Labor (DOL).

The DOL's Office of Workers' Compensation Programs (OWCP), Division of Energy Employees Occupational Illness Compensation (DEEOIC) is responsible for adjudicating claims associated with Part B and Part E of the Act. According to 20 CFR §30.105 under the DOL EEOICPA Regulations, the DOE has the responsibility for verifying employment at covered DOE facilities.

The DOL verification process includes: (1) establishing that a contractual relationship existed between the covered facility and the identified employer (contractor); (2) verifying that the claimant was an employee of a covered employer during a specific time period; and (3) placing the claimant on site at the covered facility.

Occasionally, DOE or the corporate verifier does not have records sufficient to verify employment. Therefore, it becomes necessary for DOL to search other resources for verification. Alternative methods for employment verification include: the Oak Ridge Institute for Science and Education (ORISE) electronic database, the claimant's personal records, the Social Security Administration, affidavits from former co-workers of the claimant, and union records.

The DOL receives claims from many employees who worked in jobs related to construction or trades (e.g. construction workers, electricians, plumbers, etc.). Due to these types of jobs usually being associated with a subcontract, employment is extremely difficult to verify using the DOL's current resources. Hence, DOL has found the use of union records to be a tremendous assistance in the verification process. Some contractors have access to relevant union, pension, or other records that could assist the DOL in the verification of employment.

1.1 OBJECTIVE: The objective of this effort is to obtain verification of former employees' involvement in nuclear weapons production. Specifically, to obtain documentation that supports: 1) evidence of employment (e.g. personnel records, union records, pension funds, health records, time and attendance records, etc.); 2)

evidence that the employer was a contractor at a covered facility (contractual documents); and 3) evidence of employment on site at the covered facility (e.g. punch cards, sign in and out logs, security records).

Additionally, the contractor must develop and maintain a database that tracks the evidence supporting contractor/subcontractor relationship with the DOE.

1.2 PERIOD OF PERFORMANCE: The period of performance shall be for one (1) Base Period of 12 months and four (4) 12-month option periods.

1.3 QUALITY CONTROL: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this Statement of Work (SOW). The contractor's quality control program is the means by which work is reviewed to ensure compliance with the requirements of the contract. The Quality Control (QC) Plan is to be delivered with the contractor's proposal. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to the QC plan.

1.4 QUALITY ASSURANCE: The government shall evaluate the contractor's performance under this contract in accordance with the performance standards.

1.4 RECOGNIZED HOLIDAYS: The contractor is not required to perform services on the following Federal holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.5 HOURS OF OPERATION: The contractor is responsible for conducting business, between the hours of 8:00 am to 5:00 pm, Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6 PLACE OF PERFORMANCE: The work to be performed under this contract will be performed at the contractor's facility or field offices.

1.7 TYPE OF CONTRACT: The government anticipates a single award indefinite delivery indefinite quantity contract vehicle with firm fixed price task orders.

1.8 SECURITY REQUIREMENTS: Contractor staffs are required to conform to DOL's security and privacy requirements as described below.

1.8.1 The Contractor shall comply with the Computer Security Act of 1987. All products and deliverables developed under this SOW shall comply with DOL Computer Security guidelines and the guidelines contained in OMB Circular A-130. All Contract staff working in DOL office space and/or using the DOL LAN/WAN and computer systems to perform duties under this SOW will agree to and sign the DOL *Rules of Behavior for*

Computer Use and a *Non-Disclosure Agreement.* A copy of each signed and witnessed Non-Disclosure Agreement shall be submitted to the COTR prior to the employee performing any work under any task order.

1.8.2 The Contractor will be responsible for ensuring compliance by its employees with the security regulations of DOL and other Government installations or Contractor facilities where work is performed under this Contract. This includes the safekeeping and display of a Government-provided photo ID badge for employees of the Contractor and any subcontractors while these employees are in federally owned or leased property as described in Section 4, Place of Performance. The Contractor will ensure the security of all DOL property, building ID badges, key cards and standard keys issued to Contractor staff. For employees leaving the project permanently or for an extended period of time, the Contractor will return all badges, property, key cards, parking placards, and keys the same day the employees leave the project.

1.8.3 Background Investigations

DOL's Enterprise Architecture data and work environment is considered sensitive but unclassified. DOL is required under the Homeland Security Presidential Directive (HSPD) 12 "Policy for a Common Identification Standard for Federal Employees and Contractors" to perform a National Agency Check with Inquiries (NACI) for Contractors. The NACI is a brief form of background investigation that is conducted through the Office of Personnel Management. This investigation will be conducted for Contractor staff assigned to this Contract. Contractor staff will be required to provide two forms of acceptable identification, provide a current photograph, and be finger-printed. Successful clearance is required for an employee to continue working under this Contract. Per the PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL clause of the Federal Acquisition Regulation (FAR 52.204-9):

1.8.3.1 The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

1.8.3.2 The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

1.8.4 Privacy

Portions of information disclosed during the performance of this task are protected by the provisions of the Privacy Act of 1974; therefore, all personnel assigned to this Contract are required to take proper precautions to protect the information from disclosure.

1.8.5 Ownership

All products and deliverables developed under this SOW are the property of the U.S. Government and DOL.

1.8.6 Commitment to Protect Sensitive Information

The Contractor shall not release, publish, or disclose sensitive information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information: 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)

1.9 CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR): The COTR will be identified by separate letter. The COTR monitors all technical aspects of the contract and assists in contract administration. The COTR is authorized to perform the following functions: ensure the Contractor performs the technical

requirements of the contract; ensure the contractor complies with all requirements of the SOW; review and evaluate the contractor's progress in relation to expenditures; review invoices and vouchers for reasonableness and applicability, conditionally approve or disapprove invoices; conduct periodic contractor site visits; and review progress reports from contractor. A letter of designation issued to the COTR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COTR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COTR is not authorized to change any of the terms and conditions of the resulting contract.

1.10 PERSONNEL: The Contractor and key personnel will have extensive institutional knowledge of the current and historical operations performed at the DOE sites – the work being performed, the occupations related to construction or trades and the time period the contractors were on site, as well as DOE medical screening programs and the records they may have, and any other sources of information to identify subcontractors. The contractor must have access or the ability to gain access to documents from various local unions, health programs and pension funds. Contractor employees should have experience with researching and interpreting DOE and union related personnel records. The information may include data covered under the Privacy Act.

PART 2
DEFINITIONS & ACRONYMS

CO – Contracting Officer

COTR – Contracting Officer's Technical Representative: A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor.

DOE – Department of Energy

DOL – Department of Labor

FAR – Federal Acquisition Regulation

Quality Assurance – Those actions taken by the government to assure services meet the requirements of the SOW.

QC – Quality Control: Those actions taken by a contractor to control the performance of services so that they meet the requirements of the SOW.

SF – Standard Form

SOW – Statement of Work

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

NOT APPLICABLE

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

NOT APPLICABLE

PART 5
SPECIFIC TASKS

5.0 TASKS

There are two tasks to be performed under this contract.

5.0.1 Task A: The Contractor will assist the DOL with employment verification in support of certain contractor and subcontractor claims under the EEOICPA. The Contractor shall research union records, pension funds, health records, etc. and provide employment information for construction workers or other claims when the employment verification cannot be established at DOE covered facilities. When established record sources cannot produce the needed verification, the DOL will forward a request to the Contractor for any or all of the following: (1) evidence of employment (i.e. pension records, time and attendance forms, correspondence from the employer addressed to the employee, notices of promotion, reassignment or layoff, ID cards, wage and earnings statements, check stubs, punch cards, security clearance applications); (2) evidence that the employer was a contractor at a covered facility (contractual documents); and (3) evidence of employment on site at the covered facility (i.e. punch cards, sign in and out logs, security records).

5.0.2 Task B: The Contractor will develop and maintain a process for tracking, in an electronic format, all evidence collected in support of a contractor/subcontractor contractual relationship with the DOE, and report back to the DOL the information it has obtained. The Contractor will ensure that the documents collected as evidence are properly maintained and stored for future reference.

5.1 METHOD OF TASKING

All work will be performed in accordance with procedures approved by the DOL, with ongoing performance monitoring. All work performed under this contract will be under the direction of the DOL, and/or specifications developed by the DOL. The work to be performed will entail development work and operational work.

5.2. PERFORMANCE REQUIREMENTS

5.2.1 Task A: The Contractor shall research and provide employment information for construction workers or other claims in which the DOL is unable to verify employment by other means. The Contractor will use pension, union and trust fund records, etc. for these purposes. The information to be developed and provided to the DOL includes one or more of the following: (1) evidence of employment; (2) evidence that the employer was a contractor at a covered facility; and (3) evidence of employment on site at the covered facility.

5.2.2 Task B: The Contractor will develop and maintain a process for tracking, in an electronic format, evidence collected in support of a contractor/subcontractor contractual relationship with DOE. The data maintained will be at minimum the contractor/subcontractors name, the DOE site, the time-period(s) verified and considered to be covered employment. The Contractor must apply reasonable research techniques and interpretive analysis when evaluating the evidence in support of the data that will be contained in the database.

5.3 PERFORMANCE OBJECTIVES

5.3.1 Development

- Interact with the DOL on the planning and performance of this work

- Develop and validate procedures for providing the DOL with information to assist in establishing employment
- Develop administrative procedures for collecting and managing data and evaluating performance
- Develop and conduct staff training on procedures
- Develop procedures for data management, quality assurance and performance monitoring
- Develop and maintain a tracking mechanism for data collected in support of contractual relationship, on-site presence, and time period of work performed

5.3.2 Operational

- Upon receipt of a request for employment verification from the DOL, the Contractor will perform some or all of the following work and complete it within 30 business days from date of receipt from DOL:
    - conduct work history review
    - provide evidence of employment with the employer during the claimed time frame
    - provide evidence that the employer had a contractual relationship with a covered facility
    - provide evidence of onsite employment
- Upon receipt of any new contractual information for a covered facility, the Contractor will update the electronic tracking system with any new evidence for the covered facility
- Performance Reporting as follows:
    - Provide a monthly report to the DOL on the number of claims processed by covered facility
    - Provide subcontractor data update(s), in electronic format, to the DOL on a monthly basis to include the number and name of subcontractors.

5.4 DELIVERABLES:

1. An updateable electronic structure to maintain a cross-relational list of contractors/subcontractors to DOE worksite, in a reportable format, in accordance with Task B.
2. Upon the end of the contract, the Contractor will transfer all information in the electronic structure, including the "electronic key," to the DOL. The Contractor will not duplicate and retain a copy of the electronic structure.
3. Upon the end of the contract, the Contractor will transfer all hard copy documents supporting the data maintained in the electronic structure to the DOL. The Contractor will not duplicate and retain a copy of the hard copy documents.
4. A monthly report of proven contractors/subcontracts that have been added since previous report in accordance with Task B. The report will include the number and name of subcontractors.
5. The Contractor will be expected to complete work within 30 business days from date of receipt from DOL.

6. The Contractor will be expected to ensure that updates to the database are derived from appropriate research and the application of sound interpretive analysis.

7. The Contractor shall submit monthly progress reports by the tenth calendar day of each month.

8. Production of reports and responding to requests for information will be provided as needed.

5.5. RESTRICTIONS RELATING TO CONFIDENTIALITY AND DISCLOSURE OF INFORMATION:

Any designs, equipments, and concepts that evolve from performance hereunder shall be considered as "Confidential Information." The Contractor shall not disclose any confidential information obtained in the performance of this contract. Any presentation of any designs, equipment, or concepts based on information obtained from the tasks covered by this contract will be subject to review and approval by the Government before publication or dissemination for accuracy of factual data and interpretation.

During the course of this contract, the Contractor shall have access to Government data relevant to this project as required. Any information, not previously published, received from the Government in connection with this contract or furnished to the Contractor from other sources in response to the Government's requirements under this contract, will be restricted to this project, and may not be disclosed or used for any other purpose without the prior written approval of the Contracting Officer (CO). Title to Government-owned data shall remain with the Government. The Contractor shall use the Government-owned data only in connection with this Contract.

These restrictions do not apply to information which (a) currently or subsequently enters the public domain; (b) has been released to any third party; or (c) is obtained by the Contractor independent of the Government.

The data collected under this contract shall be the property of the Department of Labor, Office of Workers' Compensation Programs. The Contractor or subcontractor(s) will not release information on any individual to any entity other than OWCP without OWCP consent.

The Contractor agrees not to release to the public any data, analyses, or information relating to this Task Order, unless directed to do so by the COTR.

PART 6
APPLICABLE PUBLICATIONS

Not Applicable

CONTRACT CLAUSES

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2011)

(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:

[X] (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.)

[X] (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).

[X] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over $30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

[] (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

[X] (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (9) [Reserved]

[] (10)(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.

[] (11)(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.

[] (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

[X] (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (Oct 2001) of 52.219-9.

[X] (iii) Alternate II (Oct 2001) of 52.219-9.

[] (iv) Alternate III (JUL 2010) of 52.219-9.

[] (14) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

[] (15) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (16)(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.

[] (17) 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).

[] (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

[X] (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C 632(a)(2)).

[X] (21) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[] (22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

[X] (23) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (24) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[X] (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

[X] (26) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

[X] (27) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

[] (28) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (29) 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.)

[] (30)(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.)

[] (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (32)(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.

[X] (33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

[] (34) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[] (35)(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.

[X] (36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (37) 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).

[] (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (40) 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)).

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

[X] (42) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[] (43) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (44) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[] (45) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (46)(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 (DEC 2010) (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 $650,000 ($1.5 million 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 Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(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.

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 09-28-2011 through 09-28-2016.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of $3,636,469.15;

(2) Any order for a combination of items in excess of $3,636,469.15; or

(3) A series of orders from the same ordering office within 30 DAYS that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within FIVE (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after SEPTEMBER 27, 2016 (ULTIMATE END DATE).

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 DAYS days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 MONTHS.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acquisition.gov/far/index.html

DOLAR 2952.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MAY 2004)

(a) Mr./Ms. **VICTORIA LEWIS** at **202-693-0194** is hereby designated to act as contracting officer's technical representative (COTR) under this contract.

(b) The COTR is responsible, as applicable, for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual scope of work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the scope of work, the contracting officer must issue such changes.

ORGANIZATIONAL CONFLICT OF INTEREST

OCI-1 Exclusion from Future Agency Contracts (JULY 2010)

(a) Work under this contract may create a future organizational conflict of interest (OCI) that could prohibit the Contractor from competing for, or being awarded future Government contracts.

The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive, but will be used by the Contracting Officer to apply general guidance to individual contract situations:

(1) Unequal access to information. Access to "nonpublic information" as part of the performance of a Department of Labor (DOL) contract could provide the contractor a competitive advantage in later competition for other DOL contracts. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the DOL procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan. Alternatively, the "nonpublic information" may be provided to all vendors.

(2) Biased ground rules. A contractor in the course of performance of a DOL contract, has in some fashion established important "ground rules" for another DOL contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future DOL procurement. The primary concern of the DOL in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the DOL procurement anticipate the contractor may have been in a position to establish important ground rules, including but not limited to those described herein, the contractor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of a DOL contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the DOL could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the DOL procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

(b) In order to prevent a future OCI resulting from potential bias, unfair competitive advantage, or impaired objectivity, the Contractor shall be subject to the following restrictions:

(1) The Contractor shall be excluded from competition for, or award of any government contracts as to which, in the course of performance of this contract, the Contractor has received advance procurement information before such information has been made generally available to other persons or firms.

(2) The Contractor shall be excluded from competition for, or award of any government contract for which the contractor actually assists in the development of specifications or statements of work.

(3) The Contractor shall be excluded competition for or award of any government contract which calls for the evaluation of system requirements, system definitions, or other products developed by the Contractor under this contract.

(4) The Contractor shall be excluded from competition for, or award of any government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract.

(c) This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for award for any future contract for work that is the same or similar to work performed under this contract.

(d) The term "contractor" as used in this clause, includes any person, firm or corporation which has a majority or controlling interest in the contractor or in any parent corporation thereof, any person, firm, or corporation in or as to which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the contractor, those of any corporation which has a majority or controlling interest in the contractor, and those of any corporation in which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest.

(e) The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder.

(f) If any provision of this clause excludes the Contractor from competition for, or award of any contract, the Contractor shall not be permitted to serve as a subcontractor, at any tier, on such contract. This clause shall be incorporated into any subcontracts or consultant agreements awarded under this contract unless the Contracting Officer determines otherwise.