

OR R FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER <i>9/29/2007</i>		2. CONTRACT NO. (If any) GS35F0624S		6. SHIP TO:	
3. ORDER NO. MODIFICATION NO. DR-42-07-480		4. REQUISITION/REFERENCE NO. NRO-07-480		a. NAME OF CONSIGNEE U. S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U. S. Nuclear Regulatory Commission Div. of Contracts Attn: Jeffrey R. Mitchell, 301-415-6465 Mail Stop T-7-I-2 Washington, DC 20555				b. STREET ADDRESS Attn: Elinor Cunningham Mail Stop: O12-E5 11555 Rockville Pike	
7. TO:		c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852
a. NAME OF CONTRACTOR COMPUTER CONSULTANTS CORP				f. SHIP VIA	
b. COMPANY NAME ATTN: CEDRIC KIRTON				8. TYPE OF ORDER	
c. STREET ADDRESS 818 18TH ST NW STE 1000				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY WASHINGTON		e. STATE DC	f. ZIP CODE 200063513		
9. ACCOUNTING AND APPROPRIATION DATA 725-15-171-107 Q4139 252A 31x0200 Obligate \$30,750.00 Contractor's DUNS: 175326552				10. REQUISITIONING OFFICE NRO	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT N/A
<input checked="" type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED	
<input checked="" type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALLBUSINESS	
<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) As Stated	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with Microsoft Project Server/Enterprise Training in accordance with the Schedule of Supplies, Statement of Work and additional Terms and Conditions attached to this order. Please indicate your acceptance of this Contract. Accepted: SIGNATURE: <i>Jonathan Kutcher</i> NAME: <i>Jonathan Kutcher</i> DATE: <i>10/2/07</i>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME U. S. Nuclear Regulatory Commission Payment Team, Mail Stop T-7-I-2						
b. STREET ADDRESS (or P.O. Box) Attn: (DR-42-07-480) 11555 Rockville Pike						17(i) GRAND TOTAL
c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852			

22. UNITED STATES OF AMERICA BY (Signature) <i>[Signature]</i>		23. NAME (Typed) Jeffrey R. Mitchell Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER	
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TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.2 PRICE/COST SCHEDULE

CLIN	CLASS	LOCATION	DURATION	COST
001	Hands-On Crystal Reports	NRC Facility "A"	2 Days	\$3,000.00
		Contractor Facility "B"	2 Days	\$4,000.00
002	SQL Server 2005 Comprehensive Introduction: Hands-On	NRC Facility "A"	3 Days	\$5,250.00
		Contractor Facility "B"	3 Days	\$6,250.00
003	Microsoft Project Comprehensive Introduction (2007)	NRC Facility "A"	2 Days	\$3,000.00
		Contractor Facility "B"	2 Days	\$4,000.00
004	Microsoft Project Server: Successfully Delivering Enterprise Projects (2007)	NRC Facility "A"	3 Days	\$5,250.00
		Contractor Facility "B"	3 Days	\$6,250.00
005	SharePoint Technologies: A Comprehensive Introduction (2007)	NRC Facility "A"	2 Days	\$3,000.00
		Contractor Facility "B"	2 Days	\$4,000.00
006	SharePoint Server 2007 Administration: Hands-On	NRC Facility "A"	3 Days	\$5,250.00
		Contractor Facility "B"	3 Days	\$6,250.00
TOTAL NRC Facility "A"				\$24,750.00
TOTAL NRC Facility "B"				\$30,750.00

NOTE: (1) The NRC will only require six (6) three-day training courses, for each CLIN the NRC will choose either (a) or (b). Should CLIN (b) "Off-Site" be chosen the NRC will provide the contractor ample time to accommodate space.
(2) Training is for up to twenty NRC Employees.

A.3 Statement of Work

1.0 Background

The U.S. Nuclear Regulatory Commission (NRC) Office of New Reactors Regulation (NRO) has a new requirement for Microsoft Project Server Training that will provide staff the skills required for pending New Reactor work. As the Nuclear Power industry responds to recent legislative changes, the industry predicts that up to 13 new nuclear power reactors will be constructed. Toward that end, staff recently began developing detailed MS-Project schedules that may eventually include as much as 200,000 lines of tasks and subtasks. The breadth of planning required for a new reactor far exceeds that of most planning efforts and therefore requires an enterprise-wide solution as well as specialized expertise. This training will provide staff with the skills necessary to evaluate this IT solution, and develop the expertise required to deploy an

enterprise-wide planning effort of this magnitude. Attendees working on the New Reactor program possess differing backgrounds, but all are proficient in Microsoft Project, which is the software generally used to plan schedules and workloads and generate management reporting tools such as Gantt charts.

2.0 Scope of Work

The Contractor shall provide qualified instructor(s) with skills and experience in conducting training in the Microsoft software product, Microsoft Project Server for the Enterprise and related software including, but not necessarily limited to, Sharepoint, Crystal Reports, or Microsoft Project Server. The training will be for NRC employees and will consist up to twenty employees in the course. The NRC is requesting a total of six (6) two-three day training courses within a period of performance of one year. The training described shall be performed at the NRC PDC or at an off-site contractor provided facility at an agreed upon location between the NRC Project Officer and the Contractor. The NRC requires a training course for each of the following information content relative to implementing an enterprise-wide project environment with Microsoft Project Server/Enterprise:

- Hands-On Crystal Reports
- SQL Server 2005 Comprehensive Introduction: Hands-On
- Microsoft Project Comprehensive Introduction
- Microsoft Project Server: Successfully Delivering Enterprise Projects
- SharePoint Technologies: A Comprehensive Introduction
- SharePoint Server 2007 Administration: Hands-On

The NRC Professional Development Center (Used for CLIN "A")

The NRC has a Professional Development Center (PDC) located in Bethesda, MD for training and will be used if available. The PDC training rooms will be equipped with computers, and other standard training equipment (e.g., white board and markers, overhead projector, easels with large writing pad and flip charts). The NRC Technical Monitor should be responsible to ensure the room is setup prior to the training.

Contractor's Off-Site Facility (Used for CLIN "B")

The Contractor's training facility shall: (1) be located within the Washington metropolitan area, (2) within 2-3 blocks of a metro station, (3) must be easily accessible from the NRC Headquarters, and (4) accommodate up to twenty participants. The classroom(s) shall be equipped with workstation computers and servers as necessary, configured to support student use of subject software for each course that includes hands-on exercises. The Contractor shall prepare and provide all training materials, provide all classroom equipment, including but not limited to: laptop computers and cabling for connectivity from instructor's machine to student laptops, provide all audio-visual equipment necessary to conduct off-site training, including but not limited to: overhead projectors, easel stands, easel paper, etc.; provide training material to the NRC Project Officer one month prior to the class for review. NRC will review the materials and provide comments back to the contractor within one week.

The contractor is responsible for making arrangements for the classroom(s) to be setup prior to the class beginning.

NRC may request the contractor to have more than one training sessions running concurrently.

3.0 Place of Performance

The Contractor shall perform work under this delivery order at training facilities location agreed upon between the NRC Project Officer and the contractor. If the NRC's Professional Development Center (PDC) is available, the training maybe held at the facility, however, if the PDC is not available, the contractor shall provide the training facilities.

The NRC's PDC address is listed below:

U.S. Nuclear Regulatory Commission
Professional Development Center
7201 Wisconsin Avenue, Suite 425
Bethesda, Maryland 20814

The Contractor shall begin the classes at 8:30 a.m. and end the classes on or before 4:00 p.m. The Contractor shall arrive well in advance of the scheduled class time to prepare necessary training equipment, set up, and to lay out participant materials.

The Contractor shall mail course catalog and training course materials to the NRC Technical Monitor at the U.S. Nuclear Regulatory Commission, Attn: TBD, Mail Stop: TBD, 11555 Rockville Pike, Rockville, MD 20852. The telephone number is 301-415-TBD.

4.0 Security Requirements

There are no security requirements. Contractors will be escorted at all times while at the NRC facility.

5.0 Deliverables

The Contractor shall provide a list of students that attend the course each day, and a student critique form upon completion of the course.

The Contractor shall provide training material to the NRC Project Officer one month prior to the class for review. NRC will review the materials and provide comments back to the contractor within one week.

The Contractor shall report any outstanding issues to the NRC Technical Monitor promptly upon learning of such issues, so that they may be resolved as soon as possible.

The NRC will prepare course evaluation questionnaires to be completed by participants at the end of the sessions. The questionnaires will elicit participants' comments as to the value of the material taught, the quality of the instructor(s) personnel, and changes and additions recommended. The NRC will collect course evaluations. Copies of the evaluations will be sent to the Contractor within two weeks after the completion of the course sessions.

A.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$30,750.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$30,750.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

A.5 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on October 1, 2007 and will expire September 30, 2008.

A.6 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

(a) The contracting officer's authorized representative (hereinafter referred to as the project officer) for this contract is:

Name: Elinor Cunningham

Address: Mail Stop: O12-E5
11555 Rockville Pike
Rockville, MD 20852

Telephone Number: 301-415-6580

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

- (1) Constitutes an assignment of work outside the general scope of the contract.
- (2) Constitutes a change as defined in the "Changes" clause of this contract.
- (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- (4) Changes any of the expressed terms, conditions, or specifications of the contract.
- (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.
- (4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

A.7 SEAT BELTS

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