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TEMPLATE - ADMOOT

SUNSI REVIEW COMPLETE OCT 2 2 2008

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

A.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$20,000.00.

A.3 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from September 29, 2008 through June 28, 2009.

A.4 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: Eugene Burdine

Address: U.S. Nuclear Regulatory Commission Two White Flint North 11555 Rockville Pike, MS T-5D14 Rockville, MD 20852-2738

Telephone Number: 301-415-5665

- (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.5 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

- (a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:
- (1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and
- (2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.
 - (c) Work for others.
- (1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.
- (2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.
- (3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).
- (4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,
- (i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.
- (ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.
- (iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

- (d) Disclosure after award.
- (1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.
- (2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.
- (3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.
 - (e) Access to and use of information.
- (1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:
 - (i) Use this information for any private purpose until the information has been released to the public;
- (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
- (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
- (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.
- (2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.
- (3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

- (f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.
- (i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.
- (1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.
- (2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

A.6 Compliance with U.S. Immigration Laws and Regulations

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

A.7 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

The Government will not provide any equipment/property under this contract.

A.8 SEAT BELTS

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

A.9 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

- (a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.
- (b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).
- (c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.10 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

A.11 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

U. S. Nuclear Regulatory Commission (NRC) Office of Information Services (OIS) <u>Statement of Work</u> SharePoint Site Manager Training

Section B. Supplies or Services and Price Costs

B.1. In accordance with the requirements contained in this Statement of Work, the Contractor shall provide the <u>Total Price</u> for the specified training course listed below. Total price shall include all travel costs.

Course Name:

SharePoint Site Manager Training

Minimum Number of Trainees:

(20) Twenty per course

Number of Courses:

(1) One

Number of Class Days per Course:

(4) Four

Total Price for One Course:

\$ 20,000.00

Section C. Statement of Work

C.1. Background

The U.S. Nuclear Regulatory Commission (NRC) is an independent Federal agency. NRC's primary mission is to protect the public health and safety, and the environment, from the effects of radiation from nuclear reactors, materials, and waste facilities. NRC also regulates these nuclear materials and facilities to promote common defense and security.

The Office of Information Services (OIS) plans, directs, and oversees the NRC's information resources, including technology infrastructure and delivery of information management services, to meet the mission and goals of the agency. It provides principal advice to the NRC Chairman to ensure that information technology (IT) is acquired and information resources across the agency are managed in a manner consistent with Federal information resources management (IRM) laws and regulations.

OIS has implemented an enterprise-wide Microsoft Office SharePoint System 2007 (MOSS 2007) environment to support NRC in carrying out its roles and responsibilities. As a result, OIS has the requirement to provide SharePoint training for a minimum of twenty NRC staff members. These individuals will serve as SharePoint Site Managers and will be responsible for creating and customizing sites using standard built-in SharePoint features, managing permissions, and providing support for site members. This course will fulfill the course requirements outlined in C.3 and the content outlined in C.3.2.

C.2. Objective

The objective of this contract is to have a Contractor provide hands-on training to a minimum of 20 OIS staff at the Contractor's site.

C.3. Scope of Work

Minimum requirements for this training include:

- 1. The course will be held at the training provider's facility. The facility must be located in close proximity (within ten miles) to NRC HQ which is located in Rockville, MD or within two blocks of a Washington Area Metro Station.
- 2. The course must be hands-on. The training provider is responsible for providing all hardware and software required to provide this training.
- 3. The training will be for a minimum of twenty individuals. The training provider may offer an option for additional attendees if the classroom can support it.
- 4. The training provider must have proven experience and expertise in providing SharePoint 2007 training.
- 5. The course must have ACE Accreditation with a minimum of 2 CEU, and PMI Accreditation with a minimum of 23 PDU.
- 6. The training provider must provide a 100% unconditional satisfaction guarantee for this training.

C.3.1 Course Objectives

After completion of this course, the participants shall be able to successfully meet their responsibilities as a SharePoint Site Manager responsible for creating and customizing sites using standard built-in SharePoint features, managing permissions, and providing support for site members.

C.3.2. Course Description

This course is a commercial item, of which it is the NRC intent to buy off the shelf training. The course shall include the following content (or equivalent).

- 1. Overview of SharePoint technologies
 - Maintaining information integrity
 - Overcoming ineffective team coordination
- 2. Benefits of SharePoint
 - Accessing data from a common source
 - Efficient enterprise team collaboration
 - Extending Windows SharePoint Services (WSS) 3.0 with SharePoint server 2007
- 3. Creating SharePoint Sites
 - Site Definition
 - o Site templates

- Permissions
- Site Maintenance
 - o Back up and restore
 - Customizing
 - Removal of inactive sites
- 4. Content Management
 - Windows SharePoint Services
 - News
 - o Events
 - o Surveys
 - o Lists
 - o Blogs
 - o RSS
 - Wizards
 - Attachments
 - Wikis
 - Mobile Sites
 - Storing documents
 - o Libraries: document, form, image
 - supporting various document types
 - Filtering library and list output
 - o Offering alternative views
 - o Generating user-defined fields
- 5. Targeting Content with Web Parts
 - Customizing pages
 - Arranging Web Parts with zones
 - Selecting components from the gallery
 - Setting custom properties
 - Connecting related Web Parts
 - Installing Web Parts
 - o Third-party Web Parts
 - o Deployment strategies
- 6. Collaborating with SharePoint
 - Sharing documents
 - Access control (Check in/Check out)
 - Tracking changes using version control
 - Tracking changes using version control
 - Integrating with Microsoft Office
 - Achieving online document collaboration with Word
 - Synchronizing excel and Access with SharePoint lists
 - Coordinating schedules with Outlook
 - Team Communications
 - Building Discussion Boards
 - Establishing project tracking lists
- 7. Consolidating Business Processes
 - Employing Microsoft InfoPath
 - o Simplifying form-based data entry
 - Exploiting built-in templates

- Publishing InfoPath forms to SharePoint
 - Activating the form library
 - o Editing business-critical information
- 8. Extending Sites with SharePoint Designer 2007
 - Modifying SharePoint sites
 - Developing visually rich site interfaces
 - o Improving "out-of-the-box" page structure
 - Displaying dynamic data
 - o referencing the data source catalog
 - Linking to multiple data sources
 - Populating a data view
 - Transforming site layout
 - Standardizing layout with themes
 - o Providing a custom look and feel using templates
- 9. Expanding Functionality with SharePoint Server 2007
 - Traversing sites and content
 - Indexing geographically dispersed content
 - o targeting content using audiences
 - Personalizing enterprise information with SharePoint Server 2007 tools
 - o My Site
 - o My Calendar
 - My Links
 - My Inbox
 - My Alerts
- 10. Adapting SharePoint technologies to Own Environment
 - Leveraging Excel Services
 - Consuming a Web service in SharePoint
 - Architecting a SharePoint Implementation strategy
 - Benefiting from SharePoint workflows

C.4. Specific Requirements

- **C.4.1.** The Contractor shall supply all personnel and training materials required to perform the work described in this Delivery order. The Contractor shall conduct management and planning functions during the course of the effort such as planning and scheduling of course activities.
- C.4.2. Within seven (7) business days of receipt of the Delivery order, the Contractor shall contact the NRC Project Officer or a staff member designated by the Project Officer to discuss all content and logistics issues related to the contract. i.e. course content, date and timing of the training, registration process for OIS staff who will be taking the training, parking and metro options for staff taking the training. This may be achieved through a telephone conference call.
- C.4.3. The Contractor shall use their own training materials. The Contractor shall provide a workbook for each trainee consisting of copies of the presentation slides, reference materials and other pertinent documentation to assist the trainees in successfully completing the training course.
- **C.4.4.** The Contractor shall provide the necessary instructor(s) to conduct and oversee the training.

- training. The instructor shall have the requisite experience in: 1) hands-on computer-based instruction and in the course objectives stated in C.3.2.
- **C.4.5.** The target audience is NRC employees. Attendance (minimum number of trainees) for the one-day class is outlined in Section B.1.
- **C.4.6.** The Contractor shall, at the time of the class, aid in the registration of trainees and manage the use of audiovisual equipment. At the successful completion of the course, the Contractor shall provide the trainee with a signed Certificate of Training.
- **C.4.7.** All material and information gathered and developed in the performance of the tasks listed in the contract shall be the property of the U.S. Government.
- C.4.8. The Contractor shall conduct classroom training during business hours occurring Monday through Friday from 8:00 a.m. 4:00 p.m. excluding Federal holidays.
- C.5. Type of Contract and Period of Performance
 This is a firm-fixed-price contract with a period of performance of nine months from the date of contract award.
- C.6. Contractor Personnel
 In the event of temporary absences such as, but not limited to, Contractor personnel's time off, illness, and vacation leave, the Contractor shall immediately provide, as interim coverage, a qualified substitute Contractor employee for the period of time during the Contractor employee's absence.

C.7. Contractor Responsibilities

The services performed under this Delivery order by the Contractor, Contractor's personnel, consultants, or subcontractors are provided by the Contractor as an independent Contractor in performing the requirements. The Contractor is responsible for the management, supervision, benefits, employment, termination, oversight, and decision on assignment of the Contractor's personnel. The Contractor is responsible for its personnel's proper conduct and performance under this Delivery order.

C.8. Government Furnished Equipment, Facilities, and Services
As the training will be provided at the Contractor's site, there will be no Government furnished equipment used for the conduct of this training.

BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (JUNE 2008)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

<u>Form</u>: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

<u>Number of Copies</u>: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

<u>Designated Agency Billing Office</u>: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at MRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior National Business Center Attn: Fiscal Services Branch - D2770 7301 West Mansfield Avenue Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission NRC Property Management Officer Mail Stop: O-4D15 Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (JUNE 2008)

<u>Agency Payment Office</u>: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

<u>Frequency</u>: The contractor shall submit a voucher/invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

<u>Preparation and Itemization of the Voucher/Invoice</u>: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

- Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the
 contractor's name and address. The DUNS+4 number is the DUNS number plus a 4character suffix that may be assigned at the discretion of the contractor to identify
 alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- 2. Contract number.
- 3. Sequential voucher/invoice number.
- 4. Date of voucher/invoice.
- 5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at http://www.ccr.gov and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer Central Contractor Registration (October 2003).
- 6. A description of articles or services, quantity, unit price, and total amount.
- For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number,
 (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
- 8. Weight and zone of shipment, if shipped by parcel post.
- 9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- 10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (JUNE 2008)

11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

<u>Currency</u>: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.