

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 1 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.				BPA NO.	
1. DATE OF ORDER MAY 14 2010		2. CONTRACT NO. (if any) GS35F439G		8. SHIP TO:	
3. ORDER NO. NRC-DR-33-10-314		4. MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to): U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Wanda M Brown Mail Stop: TWB-01-B10M Washington, DC 20555		4. REQUISITION/REFERENCE NO. OIB-10-314/10070615 dte 1/29/10		b. STREET ADDRESS 11545 Rockville Pike Rockville, Md 20852 Attn: Evan Jones	
7. TO:		c. CITY Rockville		d. STATE Md	e. ZIP CODE 20852
9. NAME OF CONTRACTOR GLOBAL KNOWLEDGE TRAINING LLC		f. SHIP VIA		8. TYPE OF ORDER	
d. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 9000 REGENCY PARKWAY		REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		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 CARY		e. STATE NC	f. ZIP CODE 275188592	10. REQUISITIONING OFFICE OIS Office of Information Services	
9. ACCOUNTING AND APPROPRIATION DATA B&R 010-15-SD1-114 JC U1134 BOC 251P 31x0200.010 Oblg \$34,800 FPS# 10070615				11. BUSINESS CLASSIFICATION (Check appropriate boxes)	
<input type="checkbox"/> a. SMALL		<input checked="" type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED	
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS	
13. PLACE OF		14. GOVERNMENT BAL. NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 5/14/2010	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS 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)
1	In accordance with terms and conditions of GSA Contract GS35F4309G and the attached Statement of Work and quote dated 5/3/10 from Global Knowledge Learning Center the NRC hereby accepts and make part of this delivery order. Contactor Contact: Josh Breen 703-760-0880 joshua.breen@globalknowledge.com DUNS# 941319345 POP: 5/14/2010-5/13/2011 Implementing and Administering Windows in the Enterprise (M50292)-Course Code 6183 - 25 attendees-4 Day Course presentation-up to 3 classes in a 12 month period **Location To Be Determined in accordance with SOW Includes: Instructor fee, travel and expenses Course Manuals, Hand-out Materials, All hardware and software, and Global Knowledge provided training facility located within the DC/MD/Va area. *The firm-fixed price of this contract order is \$34,800. Contractor Signature: _____ Date: <u>27 May 2010</u>	3	ea	11,500.00	\$34,800.00	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$34,800.00	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME Department of Interior / NBC NRCpayments@nbc.gov						17(i) GRAND TOTAL	
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue							
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230			\$34,800.00		
22. UNITED STATES OF AMERICA BY (Signature) 					23. NAME (Typed) Michael Turner Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER			

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OPTIONAL FORM 347 (REV. 4/2006)
PRESCRIBED BY GSA/FAR 48 CFR 63.213(f)

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

JUN 11 2010

ADM002

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

U. S. NUCLEAR REGULATORY COMMISSION

STATEMENT OF WORK

"WINDOWS 7 GROUP TRAINING

Background

The U.S. Nuclear Regulatory Commission (NRC) Office of Information Services (OIS) seeks to provide Windows 7 group training to OIS personnel in order to prepare NRC IT support and development personnel for the upcoming upgrade from Windows XP to Windows 7. The NRC is currently standardized on Windows XP. Microsoft has recently released Windows 7 as its latest Operating System platform. The agency plans to upgrade directly from Windows XP to Windows 7 in the FY2011 timeframe and must be prepared to support and maintain it.

Objective

The Contractor shall furnish the necessary personnel, facilities, materials and services to conduct and oversee the Windows 7 Group training outlined in this Statement of Work (SOW).

The Contractor shall have the requisite experience in: 1) teaching the target audience, and 2) discussing the course objectives and, 3) meeting all class objectives as outlined the requirements

Contract Requirements

The Contractor shall provide three-4 day course presentations, of hands-on Windows 7 training. Each class shall provide a course curriculum and training guide to be presented in a four day period for the purpose of preparing stakeholders for the planned upgrade from Windows XP to Windows 7 within the NRC production environment. The Contractor shall present the course content as described in this SOW. Due to the NRC migration path from XP to Windows 7 the Contractor shall tailor lessons where appropriate to discuss migration from XP in place of Vista where appropriate. Changes in, additions to, or deviations shall be approved by the NRC Project Officer.

Equipment and Facilities

The contractor shall provide a classroom facility within the DC/MD/VA area. The facility shall be large enough to accommodate instructor demonstrations and to allow up to 25 students hands-on exercises in support of those activities identified in the SOW. Equipment utilized is expected to be functional, industry related equipment. The training shall emphasize migration from an XP platform and not Vista.

The Contractor shall conduct the planning and management of classroom preparation and provisioning of equipment that includes computers, chairs, desks, and other amenities as required for a suitable classroom environment.

Course Scheduling

The NRC will order at three (3) classes during the period of this contract. Exact class dates will be arranged with the contractor at least forty five (45) days before each course. Courses will be formally scheduled via an e-mail request from the NRC Project Officer. Each day of training will begin at 8:00 a.m. and end on or before 4:30 p.m. At the instructor's discretion, one 15 or 20 minute break will occur in the morning and afternoon at a time consistent with the pace of the class. One hour will be allotted for lunch. Each day of training will consist of approximately seven hours and will begin at 8:00 a.m. Each training hour will typically consist of 50 minutes of presentation and a 10 minute break. The NRC Project Officer will coordinate student attendance. The NRC Project Officer will provide the contractor with a copy of

attendance. The NRC Project Officer will provide the contractor with a copy of the proposed attendance roster to the contractor at least ten (10) work days prior to the start of the course, although revised rosters may be provided up to the start date of the course.

Should the NRC determine, no later than thirty (30) days prior to the start of a course, that there is insufficient need to conduct the training, the NRC may reschedule or cancel the course without obligation to the government.

Attendance

Course Content.

Windows 7 features, differences with Windows XP, and installations. Include hands-on installation of Windows 7 and upgrading Windows 7 technologies.

1. The Windows 7 desktop default experience. Include hands-on configuration of the Windows 7 desktop.
2. Customizing the Windows 7 user interface. Include hands-on Ease of Access Center and user profile settings.
3. Windows 7 networking and LAN connectivity. Include hands-on LAN configuration of Branch Cache.
4. Windows 7, Server 2008 Active Directory, and Group Policies. Include hands-on Windows 7 policy configuration and the RSAT and AppLocker rules.
5. Windows 7 remote capabilities, utilities and features. Include hands-on configuration and management of remote access.
6. Windows 7 notebook and mobile features. Include hands-on notebook and mobility feature configuration.
7. Local protection, network protection, and internet protection. Include hands-on configuration and data protection techniques.
8. Working with the NTFS File System and Windows 7. Include hands-on configuration of NTFS security and the Effective Permissions Utility.
9. Troubleshooting, monitoring, and fine-tuning Windows 7 in the production environment. Include hands-on use of tools and techniques.
10. Configuring and troubleshooting Windows 7 applications. Include hands-on use of tools and techniques.
11. Internet Explorer 8. Include hands-on configuration and use.

Instructor Qualifications

The Windows 7 classes shall be conducted by an instructor with broad knowledge and experience with both Windows XP and Windows 7 Operating Systems. Course instructors must have both academic and practical expertise in the areas being taught and must have related experience training adults on complex technical subjects including Microsoft Operating Systems.

Milestones/Deliverables

Within seven calendar days of contract award, the Contractor shall provide a draft copy of the course outline, instructor and student manuals for the Windows 7 Group Training course to the NRC Project Officer for review and approval. Within seven calendar days from receipt of draft copy, the NRC Project Officer will provide the Contractor with written

comments on the draft course material. The Contractor shall incorporate any necessary changes and provide a final copy of the course outline, instructor and student manual to the NRC Project Officer within seven days. If applicable the Contractor shall provide computer diskettes or CD-ROM copy of all materials specified above in Microsoft Office the current NRC standard word processing software. Computer generated visual aids (such as view graphs), shall also be provided to the NRC Project Officer on computer disks or CD-ROM.

Period of Performance

The period of performance for this contract agreement shall be 12 months from date of the award.

Location of Training Facility

Contractor will select a training facility in accordance with the Statement of Work. The location shall be determined by the Contractor upon notification from the Project Officer once an order has been placed.

Cancellation Policy

If a course is cancelled within thirty days of the scheduled start date, NRC will be charged 25% of the base course fee. If cancellation occurs within ten days of the start date, NRC will be charged 50% of the base course fee.

A.1 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$34,800.00.

A.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

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- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) **Interest.**

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) **Final decisions.** The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.