

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 09/26/2008	4. REQUISITION/PURCHASE REQ. NO. RUPC-08-00175	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: T. Remhof 245 Murray Lane, SW; Building 410 Washington DC 20528	CODE DHS/OPO/DEPT.OPS	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: T. Remhof 245 Murray Lane, SW; Building 410 Washington DC 20528	CODE DHS/OPO/DEPT.OPS
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MANAGEMENT CONCEPTS INC 8230 LEESBURG PIKE SUITE 800 VIENNA VA 221822641		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0823556520000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-07-A-00025 HSHQDC-07-F-00078	
		10B. DATED (SEE ITEM 11) 09/29/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS-02F-0010J

DUNS Number: 082355652+0000

The purpose of this modification is to extend the period of performance.

IAW with the Terms and Conditions of the BPA and FAR 52.217-8 Option to Extend Services, the Period of Performance is hereby extended at no additional cost to the Government, through December 31, 2008.

The total amount of funds obligated remains unchanged at \$366,823.00

Discount Terms:

Net 30

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Darlene Bullock	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	9-26-08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-07-A-00025/HSHQDC-07-F-00078/P00001

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NAME OF OFFEROR OR CONTRACTOR
 MANAGEMENT CONCEPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>FOB: Destination Period of Performance: 09/29/2007 to 12/31/2008</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>The contractor shall provide firm fixed price development and delivery services for the DHS Price and Cost Documentation On-Line Training course in accordance with the attached Performance Work Statement (PWS).</p> <p>Accounting Info: NONE000-000-MA-20-01-00-000-02-06-0000-00-00-00-00-00-GE-OE-25-14-FY2007 Funded: \$0.00</p> <p>Accounting Info: NONE000-000-MA-20-01-00-000-02-06-0000-00-00-00-00-00-GE-TR-25-45-FY2007 Funded: \$0.00</p> <p>Accounting Info: NONE008-000-MA-20-01-00-000-02-06-0800-02-00-00-00-00-GE-TR-25-45-FY2008 Funded: \$0.00</p> <p>Procurement Contact: Tarasia Remhof, Contract Specialist, 202-447-5484</p>				0.00

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/29/2007		2. CONTRACT NO. (If any) HSHQDC-07-A-00025		6. SHIP TO:	
3. ORDER NO. HSHQDC-07-F-00078		4. REQUISITION/REFERENCE NO. RUPC-07-00080		a. NAME OF CONSIGNEE Department of Homeland Security	
5. ISSUING OFFICE (Address correspondence to) U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: T. Remhof 245 Murray Lane, SW; Building 410 Washington DC 20528				b. STREET ADDRESS Attn: Ellen Murray 245 Murray Lane SW: Bldg. 410	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20528
a. NAME OF CONTRACTOR MANAGEMENT CONCEPTS INC		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 8230 LEEBSBURG PIKE SUITE 800		REFERENCE YOUR: Quote 09/26/2007		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 VIENNA		e. STATE VA	f. ZIP CODE 221822641		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE U.S. Dept. of Homeland Security			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B. POINT		
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	Destination	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/28/2008	
a. INSPECTION Destination	b. ACCEPTANCE Destination			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)
	GSA Contract #: GS-02F-0010J Tax ID Number: (b)(4) DUNS Number: 082355652+0000 Task Order 5 - Price and Cost Documentation On-Line Training Course Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont pages)
21. MAIL INVOICE TO:						
a. NAME CFO/DOB - Room 3621				\$366,823.00		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Attn: DOB Invoice Team 245 Murray Lane, SW Bldg. 410 DOB-Invoice@dhs.gov						
c. CITY Washington		d. STATE DC	e. ZIP CODE 20528		\$366,823.00	

22. UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed) Darlene Bullock TITLE: CONTRACTING/ORDERING OFFICER		
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER
09/29/2007

CONTRACT NO.
HSHQDC-07-A-00025

ORDER NO.
HSHQDC-07-F-00078

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>Admin Office: U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: T. Remhof 245 Murray Lane, SW; Building 410 Washington DC 20528 Period of Performance: 09/29/2007 to 09/28/2008</p> <p>The contractor shall provide firm fixed price development and delivery services for the DHS Price and Cost Documentation On-Line Training course in accordance with the attached Performance Work Statement (PWS).</p> <p>Accounting Info: NONE000-000-MA-20-01-00-000-02-06-0000 -00-00-00-00-GE-OE-25-14-FY2007 Funded: \$283,523.00</p> <p>Accounting Info: NONE000-000-MA-20-01-00-000-02-06-0000 -00-00-00-00-GE-TR-25-45-FY2007 Funded: \$83,300.00</p> <p>The total amount of award: \$366,823.00. The obligation for this award is shown in box 17(i).</p>				366,823.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**DEVELOPMENT AND DELIVERY OF
DHS ACQUISITION WORKFORCE TRAINING ASSETS**

**TASK ORDER 5
PERFORMANCE WORK STATEMENT**

1.0 GENERAL

1.1 SCOPE

The purpose of this **Firm Fixed Price** task order is to develop one (1) web-based training course for DHS Office of the Chief Procurement Officer (OCPO). The course is entitled “How to Make Good Deals with Price and Cost Analysis and Document Them”.

1.2 BACKGROUND

As DHS acquisition requirements grows in complexity and increase in value. Part of a successful procurement involves having a solid understanding of the acquisition process and laws that govern these types of activities. The purpose of this “How to Make Good Deals with Price and Cost Analysis and Document Them” Distance Learning (DL) course is to provide our acquisition personnel with a job-tool that explains how to conduct cost and price analysis as well as how to properly document the results of a business negotiation or arrangement.

1.3 CONTRACTOR PERSONNEL

The Contractor shall provide a Task Manager who shall be responsible for all Contractor work performed under this Task Order.

1.4 KEY PERSONNEL

The Task Manager is designated as *Key* by the Government.

1.5 SECURITY

See BPA PWS.

1.6 PERIOD OF PERFORMANCE

The period of performance for this task order is one year from date of award. Delivery of all training products and completion of the pilot and beta testing the training course shall occur no later than nine (9) months after task order award.

1.7 PLACE OF PERFORMANCE

See BPA PWS.

1.8 TRAVEL

See BPA PWS.

1.9 KICK-OFF MEETING.

The Contractor shall attend a Kick-Off Meeting with the Contracting Officer and the COTR NLT thirty (30) business days after the date of award. The purpose of the Kick-Off

Meeting, which will be chaired by the Contracting Officer, is to discuss technical and contracting objectives of this task order and review the Contractor's project plan. The Kick-Off Meeting will be held at the Government's facility.

1.10 PROJECT PLAN.

The Contractor shall provide a draft Project Plan at the Kick-Off Meeting for Government review and comment. The Contractor shall provide a final Project Plan to the COTR not later than three (3) business days after the Kick-Off Meeting.

1.11 PROGRESS REPORTS.

The Project Manager shall provide a weekly progress report to the Contracting Officer and COTR via electronic mail. This report shall include a summary of all Contractor work performed, including an assessment of technical progress, schedule status, any travel conducted and any Contractor concerns or recommendations for the reported period.

1.12 PROGRESS MEETINGS.

The Project Manager shall be responsible for keeping the COTR informed about Contractor progress throughout the performance period of this task order, and ensure Contractor activities are aligned with DHS objectives. At a minimum, the Project Manager shall review the status and results of Contractor performance with the COTR as needed by telephone.

1.13 GENERAL REPORT REQUIREMENTS.

See BPA PWS.

1.14 INTELLECTUAL PROPERTY.

See BPA PWS.

1.15 PROTECTION OF INFORMATION.

Contractor access to proprietary information may be required under this task order. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and Government policy and regulation.

1.16 SECTION 508 COMPLIANCE.

See BPA PWS.

2.0 GOVERNMENT TERMS & DEFINITIONS.

- 2.1** BPA - Blanket Purchase Agreement
- 2.2** COTR - Contracting Officers Technical Representative
- 2.3** DHS - Department of Homeland Security
- 2.4** NLT - No Later Than
- 2.5** OCPO - Office of the Chief Procurement Officer
- 2.6** PWS - Performance Work Statement

3.0 GOVERNMENT FURNISHED RESOURCES.

The Government will provide copies of any resources in PWS 6.0 not available on line at the Kick-Off Meeting.

4.0 CONTRACTOR FURNISHED PROPERTY.

The Contractor shall furnish all facilities, materials, equipment and services necessary to fulfill the requirements of this task order, except for the Government Furnished Resources specified in 3.0 and 5.0 of this work statement.

5.0 REQUIREMENTS.

The contractor shall develop a course, “How to Make Good Deals with Price and Cost Analysis and Document Them”. This course will be taught in an asynchronous matter, which is not dependent on time or location. It should be a self-study job-aid. Students are expected to be able to complete the course on their own with minimum instructor/mentor interaction. Cohort groups are not to be part of this design.

5.0.1 How to Make Good Deals with Price and Cost Analysis and Document Them

At a minimum, content of the “How to Make Good Deals with Price and Cost Analysis and Document Them” DL course shall cover:

- An introduction to Price and Cost Analysis.
- The various methods available for evaluating cost and price proposals and the circumstances under which each method should be used.
- The fundamental building blocks (including the need for a cost analysis) associated with determining price reasonableness for any procurement action.

At the end of this module, the learner shall be able to understand the tools and processes necessary to conduct and document a cost or price analysis. In addition the learner shall be able to discuss the differences between both methods and know how to apply them, to include determining acceptable profit based on performance risk factors, the facilities capital employed, and cost efficiency factors.

5.1 CLASSROOM DELIVERY

5.1.1 Training Location

The virtual training location will be the DHS website. Any Information Technology (IT) software must be compatible to the DHS IT infrastructure. On-line training shall be accessible via the World Wide Web. In addition, all electronic training assets must be in compliance with Section 508 of the Rehabilitation Act and be SCORM 1.2 conformant.

5.1.2 Classroom time

Distance learning time for each web-based training asset should be equivalent to a three (3) day classroom course on how to conduct cost and price analysis as well as how to document the decision.

5.1.3 Training Data Product Requirements

Provide training data products that are page-based, human-readable or viewable documents in both digital and hard copy format, such as;

Course Design Document. Develop a course design document that includes learning and performance objectives that are linked to the desired competencies and performance outcomes and specify how the course will be designed, how it will operate, resources needed, and the environment in which it will function. Course material needs to be compatible with the Defense Acquisition University

instructional design standards and needs to be certified through the American Council of Education equivalency process. For online delivery, this may also include script outlines, scripts, screen designs, raw narration, finished narration, transcripts, and 5-10 CDs containing course material for distribution to agency employees who cannot access the DHS website.

Deployment Schedule. Develop a deployment schedule that provides milestone dates for course development, technical walk-through with DHS subject matter experts, piloting of course, any revisions needed based on feedback received from the technical walk-through, course pilot and first course offering.

5.2 END OF COURSE EVALUATION

The contractor will be assessed using an end of course evaluation that will be provided by DHS and evaluated by the assigned Contracting Officer Technical Representative (COTR). This end of course evaluation will be used to assess the student's perception of the effectiveness and usefulness of the course content, the effectiveness of the web-based design to convey the material.

5.3 MAINTENANCE OF MATERIAL

Maintenance of this course is not needed at this time.

6.0 REFERENCES

- 6.1** Federal Acquisition Regulations (FAR) <http://www.arnet.gov/far/>
- 6.2** Homeland Security Acquisition Regulations (HSAR)
<http://www.dhs.gov/xlibrary/assets/opnbiz/cpo-acquisition-regulation-0606.pdf>
- 6.3** Homeland Security Acquisition Manual (HSAM)
http://www.dhs.gov/xlibrary/assets/opnbiz/Consolidated_HSAM_DEC2006_with_Notice07-02July6.pdf

Note: PWS 7.0 begins on the next page

7.0 DELIVERABLES.

The Contractor shall consider items in **BOLD** as having mandatory due dates. Items noted as “*COTR Checkpoints*” are deliverables or events that must be reviewed and approved by the COTR prior to proceeding to next deliverable or event in this PWS. **The Government shall have a minimum of 10 working days to review all submissions.**

ITEM	PWS	DELIVERABLE / EVENT	DUE BY
1	1.9	Kick-Off Meeting	NLT 30 business days after date of award
2	1.10; 1.11	Draft Project Plan	At Kick-off Meeting
3	1.10; 1.11	Final Project Plan	NLT 3 business days after Kick-off Meeting
4	1.11	Progress Reports	NLT 4:00 PM EST every Friday beginning two weeks after date of award
5	5.1.3	<i>Draft Course Design Document</i>	90 days after kick-off meeting
6	5.1.3	Final Course Design Document	10 working days after receipt of Government comments
7	5.1.3	<i>Draft Deployment Schedule</i>	90 days after approval of Final Course Design Document
8	5.1.3	Final Deployment Schedule	10 working days after receipt of Government comments

Note: PWS 8.0 begins on the next page

8.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS).

The PRS table below reflects the deliverables considered by the Department of Homeland Security to be *most important* for the successful performance of this task order. This includes the expected standards of performance and planned reductions for not meeting those standards. The Government will establish a Quality Assurance Surveillance Plan that is not part of this task order in order to monitor performance requirements summary items described in the table below.

CONTRACTOR RESEARCH AND ANALYTICAL SUPPORT SERVICES FOR THE DEPARTMENT OF HOMELAND SECURITY, OFFICE OF THE CHIEF PROCUREMENT OFFICER			
<i>Objectives</i>	<i>Required Service</i>	<i>Performance Standard</i>	<i>Reductions</i>
1. Thoroughly planned project	Develop a Contractor Project Plan (PWS 1.10)	Adequately addresses task order objectives and specified results. Includes all standard plan elements. (e.g. purpose, scope, objectives, WBS, Schedule, Resources). Evidences high probability of project success, if followed. Commensurate with size, scope, complexity and budget of task order.	Contractor failure to meet this performance standard may result in the Government's continuing the effort under another contracting vehicle and negative feedback in the Contractor's performance evaluation.
2. Timely delivery of all documents	Provide all documents on time in accordance with PWS 7.0	100% on-time delivery (unless Government causes delay)	Contractor failure to meet this performance standard may result in negative feedback in the Contractor's performance evaluation.

CONTRACTOR RESEARCH AND ANALYTICAL SUPPORT SERVICES FOR THE DEPARTMENT OF HOMELAND SECURITY, OFFICE OF THE CHIEF PROCUREMENT OFFICER			
<i>Objectives</i>	<i>Required Service</i>	<i>Performance Standard</i>	<i>Reductions</i>
3. Quality Technical Writing	All documents produced by Contractor shall be well designed, clearly written and expertly edited. (PWS 5.0)	<ul style="list-style-type: none"> • Meets the requirements set forth in the PWS • Written in clear and simple language • Organized in a logical manner • Free from grammatical errors • Provides sound research, analysis and recommendations suitable for executive decision-making purposes. 	Contractor failure to meet this performance standard may result in negative feedback in the Contractor's performance evaluation.