

2. AMENDMENT/MODIFICATION NO 0001
 3. EFFECTIVE DATE 07/01/2010
 4. REQUISITION/PURCHASE REQ. NO. REQ-2500-10-0005
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE EMPS
 7. ADMINISTERED BY (If other than Item 6) CODE EMPS

CONSUMER PRODUCT SAFETY COMMISSION
 DIV OF PROCUREMENT SERVICES
 4330 EAST WEST HWY
 ROOM 517
 BETHESDA MD 20814

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 DIV OF PROCUREMENT SERVICES
 4330 EAST WEST HWY
 ROOM 517
 BETHESDA MD 20814

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
 MANAGEMENT CONCEPTS INC
 ATTN MONIQUE T WIDMER ESQ
 MANAGEMENT CONCEPTS INC
 8230 LEESBURG PIKE
 VIENNA VA 22182

9A. AMENDMENT OF SOLICITATION NO (x)
 9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO X
 GS-02F-0010J
 CPSC-F-10-0028
 10B. DATED (SEE ITEM 13) 03/02/2010

CODE FACILITY CODE 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) Net Increase: \$14,017.00
 0100A10DCC-2010-9992100000-AGTR002500-25210

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.
 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).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 The Basic Agreement
 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.)
 DUNS Number: 0

THE PURPOSE OF THIS MODIFICATION IS TO EXERCISE THE OPTION FOR A SECOND TRAINING COURSE.
 BASED ON THE ABOVE, THE OPTION FOR A SECOND TRAINING COURSE IS HEREBY EXERCISED.
 THE CONTRACTOR SHALL FURNISH ALL NECESSARY PERSONNEL, MATERIALS AND SERVICES TO PERFORM THE WORK SET FORTH IN THE ATTACHED STATEMENT OF WORK (SOW).

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) Robert J. Frost
 15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED
 168 UNITED STATES OF AMERICA
 16C. DATE SIGNED 7/1/2010
 (Signature of person authorized to sign) (Signature of Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR
MANAGEMENT CONCEPTS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>Optional Two (2) day on-site training course on "Conducting Effective Briefings" for an audience of up to twenty (20) professionals.</p> <p>Based on this modification, total funding for this contract is increased as follows:</p> <p>From: \$14,017.00 By: \$14,017.00 To: \$28,034.00</p> <p>Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.</p>	1	LO	14,017.00	14,017.00

STATEMENT OF WORK

1. Description of Services

The contractor shall initially provide a two (2) day on-site training course on “Conducting Effective Briefings” to an audience of twenty (20) Consumer Product Safety Commission professionals from various disciplines. If the initial training session is determined to be successful, an optional second two (2) day on-site training course with the same curriculum may be exercised by the Government. The curriculum and instruction details for the second class will remain the same as the initial class.

2. Contract Type

This procurement is a firm fixed price contract

3. Description of Work

The training to be provided must be geared to individuals who have no experience in conducting a successful briefing. The intention of this course is to teach participants how to hold successful briefings tailored to the subject and audience

- a. Each course shall be of 2 days duration.
- b. The course shall start at 8:30am and conclude at 3:30pm. There shall be a one (1) hour lunch break and two (2) fifteen (15) minute breaks. One (1) break in the morning and one (1) break in the afternoon.
- c. The contractor shall provide appropriate handouts and shall have a PowerPoint or equivalent visual presentation that covers the entirety of the course. These items shall be presented to the Office of Human Resources Management for review and approval prior to the course.
- d. The curriculum outline and any handouts or media (e.g. PowerPoint slides) will be reviewed and approved by CPSC 5 business days ahead of class start date.
- e. The Instructor shall make use of video recordings for viewing individual participant progress. The curriculum shall include exercises and voluntary student participation in simulated briefings that would effectively show improved communication competency by participants.
 - 1) The course shall be developed around the following topic outline or its equivalent:

- a) What is a briefing
- b) Types of presentations
- c) Knowing your audience
- d) Briefing preparation checklist
- e) Defining the objective and building the message
- f) Preparing the presentation
- g) Preparing and using visuals
- h) Explore impact of body, voice, and visual aids to enhance presentation skills
- i) Do's and Don'ts of PowerPoint and other visuals
- j) Using your environment to your advantage
- k) Techniques for overcoming presentation anxiety
- l) Effective delivery skills
- m) Using a simple model for organizing a persuasive or informational presentation
- n) Giving different types of briefings
 - 1.) Informative briefing
 - 2.) Persausive briefing
 - 3.) Call-to-action briefing
 - 4.) Entertaining briefing
- o) Making supporting statements and claims
- p) Using transitions and pivots to enhance briefing impact
- q) Practice writing and delivering:
 - 1.) Transitions
 - 2.) Pivots
- r) How and when to use humor
- s) Handling questions (including hostile questions)
- t) Practicing your briefing
- u) Different ways to begin a briefing – what will work for you and the situation
- v) Opening statement
- w) Applying voice and body language techniques that will work for you and the situation
- x) Ways to improve clarity in your briefing
- y) Making it memorable and persuasive
- z) Concluding with impact and a call to action
- aa) Use an impromptu briefings checklist

2) Optional Line Item. (This Line Item shall be priced separately)

If the determination is made to exercise this optional line item, a unilateral modification will be issued against the contract. Prior to issuance of the modification, the Contractor and the CPSC Project

Officer will agree on training dates. The curriculum and instruction details for the optional class would remain the same as the initial class.

4. Travel for Contractor (as applicable)

If travel is required, travel costs shall be negotiated as firm fixed price amounts and shall be in accordance with Federal Travel Regulations (FTR) and Federal Acquisition Regulations (FAR). All proposed travel expenses shall be broken out for transportation, lodging, meals, and incidental expenses.

5. Place of Performance:

Consumer Product Safety Commission
4330 East West Highway, Suite 410
Bethesda, Maryland 20814-4408

6. Period of Performance

The course dates will be scheduled and mutually agreed upon between the Government and the Contractor. The course(s) shall be given midweek (Tuesday, Wednesday, Thursday). The classes shall be held in accordance with Line Items #0001 & #0002.

7. Security Considerations

The contractor is required to sign in upon arrival at the guard's Desk located on the 4th floor in the building.

8. Government Furnished Equipment (GFE)

The Government shall furnish to the Contractor for use in connection with this contract the materials set forth below:

- a. Media Projector
- b. Projector screen
- c. Classroom (incl'd lights, heat, chairs, tables)

All materials provided herein are for the exclusive use in performance of this contract. Any such Government furnished materials used in performance of this contract shall be returned to CPSC upon completion of the contract.

9. Contract Clauses

a. Local Clauses

- 1.) LC 1A CONTRACTOR'S NOTE
- 2.) LC5B Project Officer Designation

3.) LC32 Standards of Conduct

b. Federal Acquisition Regulation (FAR) Clauses

The following clauses are incorporated by reference:

- 1.) 52.228-5 Insurance-Work on a Government Installation (JAN 1997)
- 2.) 52.245-1 Government Property (June 2007) (Alternate I)

1.) LC 1A CONTRACTOR'S NOTE

Deliveries and/or shipments shall not be left at the Loading Dock. All deliveries shall be considered "inside deliveries" to the appropriate room at the Consumer Product Safety Commission (CPSC) and in accordance with the instructions below. When scheduling deliveries the purchase order number shall always be referenced and all packages shall clearly display the Purchase Order Number on the outside of the cartons and/or packages, to include the packing slip.

ATTENTION GOVERNMENT VENDOR:

A. DELIVERY INSTRUCTIONS:

1. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

If the shipment or item being delivered requires use of a loading dock, advance notification is required. The contractor shall contact the Shipping and Receiving Coordinator at (301) 366-7018 or Ronald Welch (301) 504-7091, forty-eight (48) hours in advance of the date the items are to arrive to schedule use of the loading dock.

LOADING DOCK HOURS OF OPERATION:

9:00 am to 11:00 am or 1:30 pm to 4:00 pm
Monday through Friday (except holidays)

Please notify contact person if there is a change in the delivery date. For changes, delays, or assistance please contact CPSC as follows:

Facilities Management Support Services (301) 504-7091
and **Project Officer: John Montreal @ (301) 504-5267**

Upon arrival, the driver should contact the CPSC Guard, 301-504-7721, at the loading dock to obtain assistance in using freight elevators and to gain access to CPSC security areas.

2. DELIVERY INSTRUCTIONS FOR SMALL ITEMS

When delivering or shipping small items, the contractor and/or carrier service shall report to the 4th floor lobby, North Tower, 4330 East West Highway, to sign in with the CPSC guard. Upon completion of signing in, the contractor shall deliver all shipments to the Mail Room, Room 415. After delivery, delivery personnel shall promptly depart the building.

MAIL ROOM HOURS OF OPERATION:

Monday through Friday (except holidays) – 7:30 am to 5:00 pm

B. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. Taxpayer Identification Number (TIN).
3. Invoice date (use of invoice number in addition to invoice date is prudent but not required).
4. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods or services.
5. Description, price and quantity of goods or services actually delivered or rendered.
6. Shipping cost terms (if applicable).
7. Payment terms.
8. ACH Vendor Information which includes: the Financial Institution, routing transit number, and depositor account number. In addition please specify whether account is a checking account or savings account.
9. Other substantiating documentation or information as specified in the contract or purchase order.

10. Name, title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
4330 East-West Hwy
Bethesda, MD 20814

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

Inquiries regarding payment should be directed to the Finance Office at 301-504-7172 or 301-504-7130.

C. PAYMENT

Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in "Billing Instructions," except as follows:

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to the Accounting Officer at (301) 504-7203 or 301-504-7130 or at the following address:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
4330 East-West Hwy
Bethesda, MD 20814

Complaints related to the late payment of an invoice should be directed to Deborah Peebles Hodge, Director, Division of Financial Services at the same address (above).

D. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within three (3) working days after the date of receipt. The CPSC contact person will transmit disapproval, if appropriate. If other inspection information is provided in the Statement of Work or Description, it is controlling.

E. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Peter Nerret @: (301) 504-7033

F. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

The Purchase Order/Receiving Report (Optional Form 347 or Standard Form 1449) must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item should be inspected, accepted (partial or final) or rejected. The Purchase Order/Receiving Report must be appropriately completed, signed and dated by the authorized receiving official. In addition, the acceptance block shall be completed (Blocks 32 a, b & c on the SF 1449 and column G and page 2 of the OF 347). The receiving report shall be retained by the requesting office for confirmation when certifying invoices.

G. PROPERTY/EQUIPMENT PURCHASES

In the case of Purchase Orders/Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Purchase Order/Receiving Report must also be immediately forwarded directly to the Administrative Services Specialist (Ron Welch) in the Facilities Management Support Services Branch (Room 416). The transmittal of Purchase Orders/Receiving Reports to the property management officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

2. LC 5B Project Officer Designation

a. The following individual has been designated at the Government's Project Officer for this contract:

Name: John Montreal
Division: Office of Resource management
Telephone: (301) 504-7257

b. The CPSC Project Officer is responsible for:

(1) monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contracting Officer within one week when deliverables (including reports) are not received on schedule in accordance with the prescribed delivery schedule.

(2) performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance; and

(3) inspection and acceptance of all items required by the contract.

c. The Project Officer is not authorized to and shall not:

(1) make changes in scope of work, contract schedules, and/or specifications to meet changes and requirements,

(2) direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and

(3) take any action that commits the Government or could lead to a claim against the Government.

d. A clear distinction is made between Government and Contractor personnel. No employer-employee relationship will occur between government employees and contractor employees. Contractor employees must report directly to their company (employer) and shall not report to Government personnel.

End of Clause

3.) LC 32 Standards of Conduct

1. Government contractors must conduct themselves with the highest degree of integrity and honesty. Contractors shall have standards of conduct and internal control systems that:

a. Are suitable to the size of the company and the extent of their involvement in Government contracting,

b. Promote such standards,

c. Facilitate timely discovery and disclosure of improper conduct in connection with Government contracts, and

d. Ensure corrective measures are promptly instituted and carried out.

2. By submitting a proposal in response to this solicitation and under award of any resultant contract, the Contractor agrees to employ standards of conduct and internal control systems, which shall include, but are not necessarily limited to the following. The contractor shall provide, for all employees:

a. A written code of business ethics and conduct and an ethics training program

b. Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with standards of conduct and the special requirements of Government contracting;

c. A mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;

d. Internal and/or external audits, as appropriate;

e. Disciplinary action for improper conduct;

- f. Timely reporting to appropriate Government officials of any suspected or possible violation of law in connection with Government contracts or any other irregularities in connection with such contracts; and
- g. Full cooperation with any Government agencies responsible for either investigation or corrective actions.
- h. A copy of the written code of ethics and information regarding the above shall be made available to the Government upon request.

End of Clause