SOLICITATION:
This is a solicitation for professional services. This announcement constitutes the formal Request for Proposal (RFP). Although contracts resulting from this Solicitation will not be funded with appropriated funds, and the Federal Acquisition Regulation (FAR) will not apply, the solicitation document utilizes a FAR-type format for convenience, and incorporates provisions and clauses adapted from those found in the FAR.

Questions regarding this RFP may be submitted in writing by November 26, 2014, 11:59pm CT to the Administrative Officer, Henry Payne. Questions received after November 26, 2014, 11:59pm CT will not receive a response. Responses to timely questions will be posted on the OSHA Web site at http://www.osha.gov/dte/outreach/ootpp.html.

It is anticipated that ONE OR MORE AWARDS will be made from this solicitation. OSHA may make up to two awards in each of the four identified categories. This requirement is for a base year with options for four (4) successive one-year periods.

All proposals received by December 12, 2014, 4:00pm CT will be considered by OSHA. Proposals must be in writing, and meet the specified requirements. Questions regarding this procurement may be made to the OSHA Directorate of Training and Education, US Department of Labor, 2020 S. Arlington Heights Road, Arlington Heights, IL 60005-4102, Attention: Henry Payne, Administrative Officer. Only written inquiries will be answered.

Please submit ONE (1) signed original and THREE (3) copies of the proposal, plus ONE (1) CD-ROM or USB Flash Drive of the complete proposal identical to the hard copies on or before November 26, 2014, 4:00pm CT to:

Henry Payne
Administrative Officer
Directorate of Training and Education
US Department of Labor, OSHA
2020 S. Arlington Heights Rd
Arlington Heights, IL 60005-4102
SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)

2. CONTRACT NUMBER

3. SOLICITATION NUMBER

4. TYPE OF SOLICITATION
   - SEALLED BID (FFB)
   - NEGOTIATED (RFP)

5. DATE ISSUED
   - 10/01/2014

6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY
   - DOL/OSHA/DDTE

   - CODE

   - ADDRESS OFFER TO (if other than item 7)
     - Henry Payne, Administrative Officer
     - Directorate of Training and Education
     - 2022 S. Arlington Heights Road
     - Arlington Heights, IL 60005-4102

   - NOTE: In sealed bid solicitations "offer" and "offeree" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in ______________________ until 4:00 CT on the date 12/12/2014

   - CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:
    - A. NAME
       - Heather Wanderski
    - B. TELEPHONE (NO COLLECT CALLS)
       - AREA CODE 847
       - NUMBER 7597769
       - EXT.
       - wanderski.heather@dol.gov

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   - DESCRIPTION
   - PAGE(S)
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ________ calendar days (50 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT
    - (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS
    - (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)

15. NAME AND ADDRESS OF OFFEROR
    - CODE
    - FACILITY

15b. TELEPHONE NUMBER
    - AREA CODE
    - NUMBER
    - EXT.

15c. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER
    - (Type or print)

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS
20. AMOUNT
21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION:
    - □ 10 U.S.C. 2304 (c)
    - □ 41 U.S.C. 253 (c)

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

24. ADMINISTERED BY (if other than item 7)
25. PAYMENT WILL BE MADE BY
    - ITEM
    - CODE

26. NAME OF CONTRACTING OFFICER (Type or print)
27. UNITED STATES OF AMERICA
28. AWARD DATE

Dr. Henry Payne, Administrative Officer

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)

Prescribed by GSA - FAR (DFR) 33.214 (c)
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PART I – THE SCHEDULE
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. CONSIDERATION
In consideration of performance of the work described in SECTION C – DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT, organizations awarded a contract will be authorized to offer online courses, as described herein, and to charge and retain a fee for such services to students. No student may be charged more than $99.00 for any 10-hour course, nor more than $199.00 for any 30-hour course. Pricing should be uniform and published so the general public has access to the same information and any applicable discounts (e.g., group discounts, military discounts, or corporate discounts). Course-completion cards will only be available through this solicitation for online courses featured on the OSHA Web site. Organizations will be assessed a fee by the Government for the administration of cards certifying completion of coursework and for other services, not to exceed $10.00 per card at any point during the base or four option year periods.
PART I – THE SCHEDULE
SECTION C – DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

PROJECT TITLE: Online OSHA Outreach Training Programs

C.1. PURPOSE OF THE CONTRACT
The U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), seeks to ensure high quality online OSHA Outreach Training Program training courses for all participants. The purpose of this announcement is to award one or more contracts to Offerors who wish to deliver 10-hour and 30-hour OSHA Outreach Training Program courses, on behalf of OSHA through the OSHA Web site, in the construction industry, general industry, maritime industry, and targeted training for young workers in an online format. Up to two awards may be made per category. Offerors are not limited to submitting proposals for one category; however, each category must be sufficiently addressed in the proposal. Each of the following categories must offer the following trainings:

Category 1: Construction Industry Training
- 10-hour OSHA Outreach Training Program – English
- 10-hour OSHA Outreach Training Program – Spanish
- 30-hour OSHA Outreach Training Program – English
- 30-hour OSHA Outreach Training Program – Spanish

Category 2: General Industry Training
- 10-hour OSHA Outreach Training Program – English
- 10-hour OSHA Outreach Training Program – Spanish
- 30-hour OSHA Outreach Training Program – English
- 30-hour OSHA Outreach Training Program – Spanish

Category 3: Maritime Industry Training
- 10-hour OSHA Outreach Training Program – English
- 10-hour OSHA Outreach Training Program – Spanish
- 30-hour OSHA Outreach Training Program – English
- 30-hour OSHA Outreach Training Program – Spanish

Category 4: Targeted Training for Young Workers (ages 14-24)
- 10-hour Construction Industry OSHA Outreach Training Program – English
- 10-hour General Industry OSHA Outreach Training Program – English

Current OSHA-authorized online training providers must submit a proposal under this Solicitation in order to be considered to offer online Outreach Training Program courses. The contracts will be “authorization”-type contracts that do not involve payment or compensation by the Government. Instead, contractors will be authorized to offer courses and to charge and retain a fee for their services to students. No student may be charged more than $99.00 for any 10-hour course, nor more than $199.00 for any 30-hour course. Pricing should be uniform and published so the general public has access to the same information and any applicable discounts (e.g., group discounts, military discounts, or corporate discounts). Course-completion cards will only be available through this solicitation for online courses offered through the OSHA Web site. Organizations will be assessed a fee by the
Government for the administration of cards certifying completion of coursework and for other services, not to exceed $10.00 per card at any point during the base or four option year periods.
C.2. BACKGROUND

The OSHA Outreach Training Program was established during the early years of the Agency to provide an overview of OSHA and to disseminate basic occupational safety and health workplace hazard information to workers using authorized trainers trained through OSHA. Outreach courses introduce workers to their rights, employer responsibilities, filing complaints, and recognizing, avoiding, and preventing hazards at their work places. OSHA considers the Outreach Training Program to be voluntary. However, some states have enacted laws mandating the training. In addition, some employers, unions, organizations or other jurisdictions may also require this training to fulfill their safety training goals. OSHA Outreach Training Program courses may only be conducted in training locations within the agency’s geographic jurisdiction. OSHA covers workers and employers in the 50 U.S. States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, Wake Island, Outer Continental Shelf Lands defined in the Outer Continental Shelf Lands Act, and Johnston Island. Courses delivered outside of OSHA’s geographic jurisdiction will not be recognized as Outreach Training Program courses, and trainers will not receive student course-completion cards for those students.

The OSHA Outreach Training Program Requirements and industry procedures contain instructions for Outreach Trainers to use in conducting their courses. These documents are located at www.osha.gov/dte/outreach/index.html. Online providers are also expected to comply with these requirements and procedures. Online providers are required to keep informed of changes to these documents and changes to the OSHA standards and update the courses as necessary to comply, as outlined in Section C.7.

Most 10- and 30-hour Outreach training courses are delivered in-person by OSHA authorized trainers. Since 2001 OSHA has allowed these courses to be delivered online. The authorization for vendors currently providing online outreach training courses will be phased out once a contract(s) is made under this Solicitation. Please note that 10-hour courses are intended to provide entry-level construction, general industry, or maritime industry workers with general awareness training on recognizing and preventing hazards on a jobsite in addition to information on workers’ rights, employer responsibilities, and how to file a complaint. Additionally, 30-hour courses are intended to provide more in-depth training to workers with some safety responsibility. OSHA requires that 10-hour courses be delivered over a minimum of two days and 30-hour courses be delivered over a minimum of four days. This announcement invites entities to submit proposals to provide 10- and 30- hour Outreach Training Program courses in an online training format.

C.3 TASKS

The Contractor shall work closely with the OSHA Directorate of Training and Education (DTE) leadership and staff to perform the following tasks with associated deliverables:

1. Contractor shall participate in an initial Implementation Meeting. The meeting will serve as an introduction between the contractor and Government personnel, who will be involved with the contract’s administration, and provide the opportunity to discuss technical, management, and reporting procedures. At a minimum, the attendees shall include the Project Director and Certifying Representative.
2. Contractor shall develop online Outreach Training Program courses in one or more of the categories defined in Section C.1. Program courses must train workers on worker rights, employer responsibilities, how to file a complaint, and the recognition and prevention of occupational safety and health hazards. Topic selection must comply with current OSHA
Outreach Training Program requirements and procedures and include mandatory, elective, and optional topics. OSHA periodically updates the topics on the Outreach Training Program webpage ([http://www.osha.gov/dte/outreach/index.html](http://www.osha.gov/dte/outreach/index.html)) as program requirements change.

a. Contractor shall design training courses with a worker focus and concentrate on occupational safety and health awareness appropriate to a worker, including but not limited to hazard identification, abatement, prevention, and control. Courses must focus on familiarizing students with prevalent hazards in [construction or maritime or general industry] and with basic safety requirements; training should avoid extensive presentation of technical requirements of OSHA standards. Training should be delivered in the language and grammar of the everyday speech of the participants. Training developers should ensure that readability and language choices match the intended audience.

b. Contractor shall create relevant interactive learning experiences based on learning objectives and clear training goals. Each topic must begin with learning objectives and end with a topic summary.

c. Contractor shall provide interactive training techniques and feedback which may include such items as interactivity [Levels II-IV], high-quality graphics, audio, video, animations, simulations, and forums.

d. Contractor shall provide system capabilities that allow trainees to print fact sheets and other supplementary materials.

e. Contractor shall create training that includes mandatory testing at the completion of each topic and at the end of the course. Tests must be reliable [proven to consistently yield comparable scores for training with comparable levels of knowledge and skills] and valid [measuring the specific knowledge and skills that were intended to be measured].

f. Contractor shall provide a data security and privacy system that includes an authentication process that randomly verifies throughout each module that the trainee who registers for the course is the same trainee who undertakes and completes the training.

g. Contractor shall provide training that meets minimum system requirements including but not limited to: Macintosh, MS Word 2002 Version 10.0, MS Word 2002 or higher anti-virus software, Windows Media Player 9, Adobe Acrobat Reader 8, PC or Mac: RAM 512 MB, PC: 1 GHz Processor, PC: Microsoft Internet Explorer 7.0 or Google Chrome 22.0.1229.0, Mac: G3 800 MHz, Mac: Safari 4.0 or Google Chrome 5.0, Flash Player 10, Java v.6.0.

h. Contractor shall provide training that meets the requirements of Section 508 of the Rehabilitation Act of 1973, as outlined in Section C.5.

i. Contractor shall create training which includes a mandatory satisfaction survey to be completed by the trainee in order to receive an OSHA course-completion card. OSHA will provide trainee satisfaction survey questions to the Contractor, once selected.

3. Contractor shall make these authorized OSHA online training courses available and accessible from the OSHA Web site.

4. Contractor shall develop and implement procedures for marketing the online training courses and recruiting trainees. Reselling of OSHA-authorized online courses through other entities is prohibited. Registration must be conducted only by the organization awarded the contract, not any referring organizations.

5. Contractor shall identify all referral Web sites and ensure that these Web sites display specific disclaimer language provided by OSHA to ensure the general public is made aware of the training provider.
6. Contractor shall develop a question response system that ensures trainees receive a response to any questions from an Instructor within 24 hours.

7. Contractor shall comply with all administrative requirements, as outlined in Section C.7. Administrative controls must be established to track trainee course progress, document test scores, verify the IP address used to take training is within the OSHA jurisdiction, verify the amount of time the trainee spent in the course, restrict trainee access to final test until after all topics are successfully completed, and randomly verify trainee identity and active participation throughout the training. Mandatory monthly electronic reports must be submitted in accordance with OSHA requirements. OSHA will provide a copy of the monthly electronic report to the Contractor, once selected.

8. Contractor shall ensure each trainee receives a follow-up impact survey to assess the effectiveness of the training after a 6-month period. OSHA will provide trainee follow-up impact survey questions to the Contractor, once selected.

9. Contractor shall comply with all communication requirements.
   a. Contractor shall participate in teleconferences and on-site meetings with the Directorate of Training and Education’s (DTE) Office of Training Programs and Administration as directed by the Office of Training Programs and Administration.
   b. Contractor shall participate in periodic and random on-site monitoring with the Directorate of Training and Education’s (DTE) Office of Training Programs and Administration and provide access to all requested documents, within the contract scope.
   c. Contractor shall respond to special requests, within the contract scope, from DTE’s Office of Training Programs and Administration, as needed, within 24 hours.

10. Contractor shall comply with all personnel requirements, as specified in Section C.4.
   a. Contractor shall report any changes of key personnel to DTE.
   b. Contractor shall provide valid Outreach Trainer cards for all Instructors and provide an update as the cards expire.

C.4 STAFFING REQUIREMENTS
To ensure that key Contractor personnel are qualified to provide high-quality training, staff for the OSHA Online Outreach Training Program must meet the following qualifications:

Certifying Representative
- Demonstrated ability to communicate clearly, both orally and in writing.

Project Director
- A minimum of five years of experience serving as a project director for online training programs.
- Demonstrated ability to communicate clearly, both orally and in writing.
- Relevant training and occupational safety and health experience.
- Demonstrated ability to develop, conduct and update online training courses.

Instructors
- Demonstrated ability to communicate clearly, both orally and in writing.
- Relevant training and occupational safety and health experience.
- Demonstrated ability to conduct online training courses.
- Has earned OSHA Outreach trainer course-completion card and is currently valid.
• Must be in good standing with OSHA, authorized to issue course-completion cards, and cannot be suspended, on probation, or under investigation.
• Fluency in Spanish if involved in Spanish training.

Developers
• Demonstrated ability to communicate clearly, both orally and in writing.
• Relevant training and occupational safety and health experience.
• Demonstrated ability to develop and update online training courses.
• Demonstrated knowledge of instructional development process.
• Fluency in Spanish if involved in Spanish training development.

C.5 SECTION 508 COMPLIANCE REQUIREMENTS
Unless the Government invokes an exemption, all electronic and information technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794(d)), as amended in 1998, and the Architectural and Transportation Barriers Compliance Board’s Electronic and Information Technology Accessibility Standards at 36 C.F.R. 1194. The Contractor shall identify all EIT products and services proposed, identify the technical standards applicable to all products and services proposed, and state the degree of compliance with the applicable standards. Additionally, the Contractor must clearly indicate where the information pertaining to Section 508 can be found (e.g., Vendor’s or other exact web page location). The Contractor must ensure that the list is easily accessible by typical users beginning at the time of award.

The Contractor must ensure that all EIT products and services proposed that are less than fully compliant are offered pursuant to market research, which ensures that they are the most compliant products available to satisfy the solicitation’s requirements.

If any such EIT product or service proposed is not fully compliant with all of the standards, the Contractor shall specify each specific standard that is not met; provide a detailed description as to how the EIT product or service does not comply with the identified standard(s); and shall also indicate the degree of compliance attained.

C.6 GOVERNMENT FURNISHED PROPERTY
No government furnished property will be provided under this contract.

C.7 QUALITY ASSURANCE SURVEILLANCE PLAN
A Quality Assurance Surveillance Plan (QASP) defines the formal methodology to assess the quality of services and products being provided by the Contractor. The elements of a QASP are used to verify successful outcomes and that the requirements of the Statement of Work are being met. The Government’s representatives will use the QASP as one of their tools to monitor Contractor performance.

The QASP will be based on the following format. The QASP may be updated periodically in collaboration with Government and Contractor project personnel. The Government has included a few initial areas that will be monitored. Additional metrics may be added based on historical metrics and will be augmented after award with Contractor-recommended and Government-approved criteria/methods:
<table>
<thead>
<tr>
<th>Required Outcome/Deliverable</th>
<th>Measure of Success (Indicators)</th>
<th>Standard Criteria for Acceptance</th>
<th>Method of Surveillance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participation in an initial contract Implementation Meeting.</td>
<td>Timeliness of Communication</td>
<td>Project Director and Certifying Representative in attendance at Implementation Meeting</td>
<td>Verification of attendance</td>
</tr>
<tr>
<td>Development of online Outreach Training Program courses in one or more of the categories defined in Section C.1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Elements</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Online training courses are developed for each 10- and/or 30-hour course in the awarded category.</td>
<td>Completeness</td>
<td>All courses developed</td>
<td>AOR/AO/* Subject Matter Expert Review</td>
</tr>
<tr>
<td>Program courses must train workers on worker rights, employer responsibilities, how to file a complaint and the recognition and prevention of occupational safety and health hazards.</td>
<td>Completeness</td>
<td>Course contains all required elements</td>
<td>AOR/AO Review</td>
</tr>
<tr>
<td>Topic selection must comply with current <strong>OSHA Outreach Training Program Requirements</strong> and procedures and include mandatory, elective, and optional topics.</td>
<td>Completeness</td>
<td>Course contains all mandatory, elective, and optional topics</td>
<td>AOR/AO Review</td>
</tr>
<tr>
<td>Training courses must be designed with a worker focus and concentrate on occupational safety and health awareness appropriate to a worker, including but not limited to hazard identification, abatement, prevention, and control. Courses must focus on</td>
<td>Training is clear and understandable to the intended audience</td>
<td>Presented in the appropriate language, at the worker level, and in everyday speech</td>
<td>AOR/AO Review</td>
</tr>
</tbody>
</table>
familiarizing students with prevalent hazards in [construction or maritime or general industry] and with basic safety requirements; training should avoid extensive presentation of technical requirements of OSHA standards. Training should be delivered in the language and grammar of the everyday speech of the participants. Training developers should ensure that readability and language choices match the intended audience. All Spanish curriculum, materials, or communications must be translated using the OSHA Dictionaries (English-to-Spanish and Spanish-to-English) which are located on the OSHA Web site. See Section M.3.C. for address.

<p>| Each training topic must begin with learning objectives and end with a topic summary. | Completeness | Objectives are presented at the beginning and ending of each topic | AOR/AO Review |
| Training must include relevant interactive learning experiences based on learning objectives and clear training goals. Contractor shall provide interactive training techniques and feedback which may include such items as interactivity [Levels II-IV], high-quality graphics, audio, video, animations, simulations, and forums. | Training is interactive | Interactivity Levels II-IV every 3-5 screens, or about 30%; video clips are no longer than 90 seconds | AOR/AO Review |
| System capabilities must | Ability to provide | Fact sheets can be | AOR/AO Review |</p>
<table>
<thead>
<tr>
<th>Allow trainees to print fact sheets and other supplementary materials.</th>
<th>System capabilities</th>
<th>Printed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training must include mandatory testing at the completion of each topic and at the end of the course. Tests must be reliable and valid.</td>
<td>Training includes mandatory testing</td>
<td>Topic and comprehensive tests that are reliable and valid</td>
</tr>
<tr>
<td>The data security and privacy system must include an authentication process that randomly verifies throughout each module that the trainee who registers for the course is the same trainee who undertakes and completes the training.</td>
<td>Ability to provide system capabilities</td>
<td>Demonstration of authentication capabilities</td>
</tr>
<tr>
<td>Training must meet minimum system requirements including but not limited to: Macintosh, MS Word 2002 Version 10.0, MS Word 2002 or higher anti-virus software, Windows Media Player 9, Adobe Acrobat Reader 8, PC or Mac: RAM 512 MB, PC: 1 GHz Processor, PC: Microsoft Internet Explorer 7.0 or Google Chrome 22.0.1229.0, Mac: G3 800 MHz, Mac: Safari 4.0 or Google Chrome 5.0, Flash Player 10, Java v.6.0.</td>
<td>Ability to provide system capabilities</td>
<td>Demonstrate training runs on minimum system requirements</td>
</tr>
<tr>
<td>All online trainings must be compliant with Section 508 Compliance Requirements.</td>
<td>Demonstrate 508 compliance</td>
<td>100% compliance</td>
</tr>
<tr>
<td>Each training must include a mandatory satisfaction survey to be completed by the trainee to receive an OSHA</td>
<td>Demonstrate ability to deliver satisfaction survey</td>
<td>Verify the satisfaction survey is what OSHA provided</td>
</tr>
<tr>
<td>Sub-Elements</td>
<td>Requirement Description</td>
<td>Percentage Compliance</td>
</tr>
<tr>
<td>--------------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td><strong>Course-Completion Card</strong></td>
<td>Authorized OSHA online training courses will be available and accessible from the OSHA Web site.</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>Development and implementation of procedures for marketing the online training courses and recruiting trainees. Reselling of OSHA-authorized online courses through other entities Web sites is prohibited. Registration must be conducted only by the organization awarded the contract, not any referring organizations.</td>
<td>Planned development and timeliness of deliverables</td>
</tr>
<tr>
<td></td>
<td>Identification of all referral Web sites. All referral Web sites must display specific disclaimer language provided by OSHA to ensure the general public is made aware of the training provider.</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>Development of a question response system that ensures trainees receive a response to any questions from an Instructor within 24 hours.</td>
<td>Demonstrate ability to answer inquiries within 24 hours</td>
</tr>
<tr>
<td></td>
<td>Compliance with all administrative requirements.</td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Elements</strong></td>
<td>Establish administrative controls to track trainee course progress.</td>
<td>Administrative capabilities</td>
</tr>
<tr>
<td></td>
<td>Document test scores.</td>
<td>Administrative capabilities</td>
</tr>
<tr>
<td></td>
<td>Verify the amount of time the trainee spent in the course.</td>
<td>Administrative capabilities</td>
</tr>
<tr>
<td></td>
<td>Verify the IP address used to take training is within the OSHA jurisdiction.</td>
<td>Administrative capabilities</td>
</tr>
<tr>
<td></td>
<td>Submit mandatory monthly electronic reports in accordance with OSHA requirements.</td>
<td>Administrative capabilities</td>
</tr>
<tr>
<td></td>
<td>Report the number of times and the length of each time its Web site was down and not accessible to the</td>
<td>Administrative capabilities</td>
</tr>
<tr>
<td>Sub-Elements</td>
<td>Timeliness of communication</td>
<td>One key personnel in attendance at all meetings</td>
</tr>
<tr>
<td>--------------</td>
<td>-----------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Participation in teleconferences and on-site meetings with the Directorate of Training and Education’s (DTE) Office of Training Programs and Administration as directed by the Office of Training Programs and Administration.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Participation in periodic and random on-site monitoring with the Directorate of Training and Education’s (DTE) Office of Training Programs and Administration and provide access to all</td>
<td>Responsiveness to onsite review and documentation requests</td>
<td>100% compliance</td>
</tr>
<tr>
<td>Each trainee must receive a follow-up impact survey to assess the effectiveness of the training after a 6-month period. OSHA will provide trainee follow-up impact survey questions to the Contractor, once selected.</td>
<td>Timeliness of mailings</td>
<td>Impact surveys mailed within 6 months of course-completion</td>
</tr>
<tr>
<td>Compliance with all communication requirements.</td>
<td>Administrative capabilities</td>
<td>Report submission</td>
</tr>
<tr>
<td>Develop a system for course-completion card distribution.</td>
<td>Administrative capabilities</td>
<td>Within 30 days submit OSHA Outreach Training Program Report</td>
</tr>
<tr>
<td>Develop a system for replacement card distribution.</td>
<td>Administrative capabilities</td>
<td>Letter submitted to OSHA within 30 days of request</td>
</tr>
<tr>
<td>Submit quarterly self-certification reports in accordance with OSHA requirements.</td>
<td>Administrative capabilities</td>
<td>Report submission</td>
</tr>
<tr>
<td>Submit quarterly summaries of evaluation activities including student satisfaction surveys and impact surveys.</td>
<td>Administrative capabilities</td>
<td>Report submission</td>
</tr>
<tr>
<td>Task</td>
<td>Timeliness of Communication</td>
<td>Project Director Contacts AOR</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>------------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>Notification to DTE’s Office of Training Programs and Administration of any new or ongoing issues.</td>
<td>Timeliness of communication</td>
<td>Project Director contacts AOR at least once per month</td>
</tr>
<tr>
<td>Respond to special requests, within the contract scope, from DTE’s Office of Training Programs and Administration, as needed, within 24 hours.</td>
<td>Timeliness of communication</td>
<td>Project Director contacts AOR within 24 hours</td>
</tr>
</tbody>
</table>

**Compliance with personnel requirements.**

**Sub-Elements**

<table>
<thead>
<tr>
<th>Task</th>
<th>Timeliness of written communication</th>
<th>Project Director contacts AOR within 30 days</th>
<th>Review of electronic and written correspondence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report any key personnel changes to DTE.</td>
<td>Timeliness of written communication</td>
<td>Project Director contacts AOR within 30 days</td>
<td>Review of electronic and written correspondence</td>
</tr>
</tbody>
</table>

Provide a valid copy of an Outreach Trainer card for all Instructors. Instructors must be in good standing with OSHA, authorized to issue course-completion cards, and cannot be suspended, on probation, or under investigation.

Timeliness of written communication

Project Director contacts AOR within 30 days of expiration

Review of electronic and written correspondence

*The AO is the Administrative Officer; the AOR is the Administrative Officer’s Representative.*
PART I – THE SCHEDULE
SECTION D – PACKAGING AND MARKING

D.1 PAYMENT OF POSTAGE AND FEES
    All postage and fees related to submitting information, including forms, reports, etc., to the Administrative Officer (AO) or the Administrative Officer’s Representative (AOR) shall be paid by the Contractor.

D.2 MARKING
    All information submitted to the AOR shall clearly indicate the number of the contract for which the information is being submitted.
SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE
The Contractor’s performance and the quality of services provided hereunder shall be subject to inspection by the Administrative Officer’s Representative and Administrative Officer, with the Administrative Officer having final decisional authority.

E.2 TRAINING MATERIALS REVIEW PROCESS
Within 60 days of contract award, the Contractor will be required to submit an online course containing at a minimum one module, Introduction to OSHA module. All other elements of the online course should be present and functioning, including introduction, printable fact sheets, student validation, testing, and printing a course-completion certificate.

OSHA will have approximately 15 days to review the initial submission. Following the review period, OSHA will provide written comments to the Contractor. The following elements will be reviewed during the initial review period:

- Introduction
- Objectives (course and each module)
  - Must be addressed at the beginning of the topic
  - Specify the performance outcome the trainee is able to demonstrate
- Design/Content
  - Objectives covered within training content
  - Covers safety and health needs appropriate to a worker
  - Appropriate for students with minimal computer skills
  - Content has variety (e.g. interactive, high quality graphics, audio, video, animations)
  - Full screen view
  - No scrolling
  - Consistent design
  - Addresses one concept, procedure, or item of instruction per screen
  - Interactivity Levels II-IV every 3-5 screens, or about 30%
  - Language is simple, active, and direct
  - Course navigation is easy and intuitive
  - Video clips are no longer than 90 seconds
  - Instructor access is evident
  - Technical support (customer service) access is evident
  - Module ends with a topic summary and test
- Testing
  - Objectives are covered within questions
  - Questions and/or answers are varied (e.g. random answer choices and using a variety of questions)
  - Insignificant facts and trivial numeric data are not tested
  - Negatively phrased and True/False questions do not make up more than 10% of the questions
  - Minimum test length is based on the learning objectives
  - Minimum pass rate is 70%
  - Only 3 attempts to pass
Straightforward feedback when a question is answered incorrectly, but trainee is not simply given the answer prior to passing. Trainees are given opportunity to go back to lesson where the question was covered.

- **Fact Sheets**
  - Easy to access/print
  - Highlight topic learning objectives
  - Standardized format
- **Student Survey**
- **Ability to print completion certificate**
- **Authentication process**
  - Ensure identity of the student who registers
  - Random verification throughout the entire training session
  - Random verification approach is effective
- **Timed out when there is no activity for 15 minutes (or less)**

After receipt of comments from OSHA, the Contractor will have an additional 30 days to incorporate and/or revise the Introduction to OSHA module, as well as submit the entire online course for review. This must be completed no later than 105 days after contract award. The online course must include a complete test bank of all potential questions for the final test. OSHA will have approximately 15 days to review the final submission. Following the final review period, OSHA will either provide provisional approval of the training materials or will require additional revisions to be made to the materials. If additional revisions are required, the Contractor will have 15 days to finalize the materials. The online course must be ready to launch within 135 days of contract award.
PART I – THE SCHEDULE
SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE
The anticipated period of performance for this contract shall be one (1) year, referred to as the Base Period, with four (4) annual option periods, which may be unilaterally exercised by the Government. All terms and conditions applicable to the base period shall extend to the options unless otherwise agreed upon.

F.2 DELIVERABLE SCHEDULE
The following schedule of milestones will be used by the DOL to monitor timely progress under each contract.

<table>
<thead>
<tr>
<th>Number</th>
<th>Milestone/Deliverable</th>
<th>Planned Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Participate in the initial Implementation Meeting.</td>
<td>Within 7 business days of contract award</td>
</tr>
<tr>
<td>02</td>
<td>Development of online Outreach Training Program courses in one or more of the categories defined in Section C.1.</td>
<td>One online training course must be ready to launch within 135 days of contract award</td>
</tr>
<tr>
<td></td>
<td></td>
<td>See Section E.2 for a breakdown of the initial 135 days which includes a review of training materials by OSHA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>All trainings must be launched within 6 months of contract award</td>
</tr>
<tr>
<td>03</td>
<td>Authorized OSHA online training courses will be available and accessible from the OSHA Web site.</td>
<td>Within 135 days of contract award (launch date)</td>
</tr>
<tr>
<td>04</td>
<td>Development and implementation of procedures for marketing the online training courses and recruiting trainees. Reselling of OSHA-authorized online courses through other entities Web sites is prohibited. Registration must be conducted only by the organization awarded the contract, not any referring organizations.</td>
<td>Each applicable section must be completed 30 days prior to the launch of each training</td>
</tr>
<tr>
<td>05</td>
<td>Identification of all referral Web sites. All referral Web sites must display specific disclaimer language provided by OSHA to ensure the general public is made aware of the training provider.</td>
<td>Upon award contract</td>
</tr>
<tr>
<td>06</td>
<td>Development of a question response system that ensures trainees receive a response to any</td>
<td>Within 60 days of contract award</td>
</tr>
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</tr>
<tr>
<td><strong>07</strong></td>
<td>Compliance with all administrative requirements.</td>
<td>Within 30 days of contract award</td>
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<td></td>
<td>Monthly reports are due on the first day of the following month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Quarterly reports are due on the first day following the end of the quarter</td>
</tr>
<tr>
<td><strong>08</strong></td>
<td>Each trainee must receive a follow-up impact survey to assess the effectiveness of the training after a 6-month period. OSHA will provide trainee follow-up impact survey questions to the Contractor, once selected.</td>
<td>Within 6 months of first training launch</td>
</tr>
<tr>
<td><strong>09</strong></td>
<td>Compliance with all communication requirements.</td>
<td>Upon award contract</td>
</tr>
<tr>
<td><strong>10</strong></td>
<td>Compliance with personnel requirements.</td>
<td>Changes must be reported upon award contract</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Valid Outreach Trainer cards must be provided 30 days prior to the launch of each training</td>
</tr>
</tbody>
</table>

**F.3 PLACE(S) OF DELIVERY**
All deliverables and correspondence shall be delivered electronically to the DTE to an address which will be provided after contract award.

**F.4 NOTICE REGARDING LATE DELIVERY**
The Contractor shall notify the DOL as soon as it becomes apparent to the Contractor that a scheduled delivery will be late. The Contractor shall include in the notification the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The DOL will review the new schedule and provide guidance to the Contractor. Such notification in no way limits any Government contractual rights or remedies, including but not limited to termination.

**F.5 TRANSITION-IN/TRANSITION-OUT**
The Transition-In Plan shall ensure minimum disruption to vital Government business and must be completed within 30 calendar days after contract award. Upon completion of the Transition-In Plan, the Contractor shall be fully staffed and prepared to begin full performance under the requirements of the contract. The Contractor shall ensure that there will be no service degradation during transition. The Contractor shall propose a Transition-In Plan in the Management Approach.

The Transition-Out Plan shall facilitate the accomplishment of a seamless transition from the incumbent to an incoming Contractor/Government personnel at the expiration of the contract. The Contractor shall provide a Transition-Out Plan no later than ninety (90) calendar days prior to the expiration of the contract. The Contractor shall identify how it will coordinate with the incoming Contractor and/or Government personnel to transfer knowledge regarding the following:
- Project management processes.
- Points of contact.
- Location of technical and project management documentation.
- Status of ongoing technical initiatives.
- Appropriate Contractor-to-Contractor coordination to ensure a seamless transition.
- Identify schedules and milestones.
- Identify actions required of the Government.
- Establish and maintain effective communication with the incoming Contractor/Government personnel for the period of the transition via status meetings.
PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

G.1 MINIMUM COST INFORMATION
The Offeror shall identify operational costs by task and shall furnish the following minimum information in support of costs submitted:

a) Direct Labor: include all persons, title, number of hours worked, hourly rate, the total cost per person and a total amount for this category;

b) Fringe Costs: show rate, base, and total amount;

c) Overhead or Indirect Costs: show rate, base, and total amount;

d) Travel Costs;

e) Equipment Costs: itemize and identify separately from material costs;

f) Other Direct Costs: include a listing of all other direct charges to the contract, i.e., consultants, training costs, and development fees.

G.2 TRAVEL AND OTHER COSTS
The Government will not reimburse any travel-related costs of the Contractor.

G.3 ADMINISTRATIVE OFFICER’S REPRESENTATIVE
The Administrative Officer’s Representative (AOR) for this contract will be Kimberly Mason. The AOR is responsible for monitoring the technical requirements of this contract, as elaborated by Section G.4., “Technical Monitoring” below.

a) The AOR is responsible, as applicable, for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the Contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual scope of work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

b) The AOR does not have the authority to alter the Contractor’s obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the scope of work, the Administrative Officer must issue such changes.

G.4 TECHNICAL MONITORING
The term “Technical Monitoring” is defined to include, without limitation, the following:

a. Technical directions to the Contractor which interpret the contract effort, shift work emphasis between work areas or tasks, suggest pursuit of certain lines of inquiry, fill in details or otherwise serve to define the contractual scope of work.
b. Providing information to the Contractor for assistance in the interpretation of drawings, specifications, or technical portions of the Statement of Work.

c. Review and, where specified by the Contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the Contract.

Technical direction must be within the general scope of work stated in the contract. The AOR does not have the authority to and may not issue any technical direction which (i) constitutes an assignment of additional work outside the general scope of the Contract; (ii) constitutes a change as defined in the Contract clause entitled Changes; (iii) in any manner causes an increase or decrease in the total estimated cost or the time required for Contract performance; or (iv) changes any of the expressed terms, conditions or specifications of the Contract.

All technical directions shall be issued in writing by the AOR or shall be confirmed in writing within five (5) working days after issuance by the AOR.

The Contractor shall proceed promptly with the performance of technical directions duly issued by the AOR in the manner prescribed within his/her authority under this provision.

If, in the opinion of the Contractor, any instruction or direction issued by the AOR is within one of the categories as defined in (i) through (iv) above, the Contractor shall not proceed but shall notify the Administrative Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Administrative Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Administrative Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his/her opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause. The Contractor shall thereupon proceed immediately with the direction given. 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 shall be subject to the provisions of the Contract clause entitled Disputes, Section I.2, below.

G.5 KEY CONTRACTOR PERSONNEL

Key Contractor personnel are defined as follows:

a) Certifying Representative;

b) Project Director;

c) Instructors;

d) Developers; and

e) any staff members who devote 50 percent or more of their time to working on the project.

Certifying Representative
The Certifying Representative is the individual within the organization approved to conduct business with the federal government.
**Project Director**
The Project Director is the individual within the organization who is responsible for the program. The Project Director’s role is to provide leadership and to ensure the usefulness of appropriate worker health and safety training programs. They are responsible for enacting a plan for quality assurance and program evaluation. The Project Director should have a minimum of two years of worker safety and health training and education experience.

**Instructors**
Instructors are competent individuals prepared by education, training, or experience to implement various elements of an online training program. Instructors should be deemed competent by the Project Director to conduct and update specific online course materials based on documented relevant experience and participation in continuing education or professional development programs to maintain competency, included but not limited to a current and valid OSHA Outreach trainer course-completion card. Instructors must be in good standing with OSHA, authorized to issue course-completion cards, and cannot be suspended, on probation, or under investigation. Instructors must be able to communicate clearly, both orally and in writing, and have the ability to respond to student inquiries in a timely manner.

**Developers**
Developers are competent individuals prepared by education, training, or experience to develop various elements of an online training program. Developers should be deemed competent by the Project Director to develop and update specific online course materials based on documented relevant experience and participation in continuing education or professional development programs to maintain competency.

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel used in performance of this effort. The Contractor’s management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the Contractor’s Statement of Work. Resumes submitted for employees assigned to perform under this Statement of Work shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and of sufficient variety and duration that the employee is able to effectively and efficiently perform the functions assigned.
PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 RIGHTS TO DATA
The Contractor agrees to the extent that it receives or is given access to data necessary for the performance of this contract which contains restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Administrative Officer.

DOL will not own, but will have a perpetual, non-exclusive, royalty-free license to use, copy, distribute, and prepare derivative works from, all training materials developed for use under this contract.

H.2 PRIVACY ACT
Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Neither Contractor nor Contractor personnel shall divulge or release data or information developed or obtained in performance of this effort, unless made public by the Government, except to authorized Government personnel or upon written approval of the Administrative Officer. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides for greater rights to the Contractor.

H.3 SECTION 508 COMPLIANCE REQUIREMENTS
The conceptual paper and final report deliverables must comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794(d)), as amended.

Section 508 requires Federal agencies to purchase electronic and information technologies (EIT) that meet specific accessibility standards. This law helps ensure that federal employees with disabilities have access to, and use of, the information and data they need to do their jobs. Furthermore, this law ensures that members of the public with disabilities have the ability to access Government information and services.

Regulations address the requirements detailed in Section 508. Section 508’s technical and functional standards are codified at 36 C.F.R. Part 1194 and may be accessed through the Access Board’s Web site at http://www.access-board.gov.

Regardless of format, all Web content and communications materials – including text, audio or video – must conform to applicable Section 508 standards to allow federal employees and members of the public with disabilities to access information that is comparable to information provided to persons without disabilities. All Contractors (including subcontractors) or consultants responsible for preparing or posting content must comply with applicable Section 508 accessibility standards, and where applicable, those set forth in the referenced policy or standards documents below.
Remediation of any materials that do not comply with the applicable provisions of 36 C.F.R. Part 1194 as set forth in the SOW, shall be the responsibility of the Contractor or consultant retained to produce the Web-suitable content or communications material.

The following Section 508 provisions apply to the content or communications materials identified in this SOW: Access Board Final Rule “36 C.F.R. 1194.22(a)-(p)”
PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

This contract incorporates various clauses in full text herein, and also incorporates one or more clauses by reference with the same force and effect as if they were given in full text. These clauses may be based on clauses set forth in the FAR. In many cases, the clauses in this contract incorporate, verbatim, the text of a FAR clause. For convenience, when the full text of a FAR clause has been incorporated into this contract, the FAR Number for that clause is used here. Any reference in a FAR clause to the “Contracting Officer” shall be a reference under this contract to the Administrative Officer; and a reference in a FAR clause to the “Contracting Officer’s Representative” shall be a reference under this contract to the Administrative Officer’s Representative. Upon request, the Administrative Officer will make the full text of all incorporated clauses available. Also, the full text of any FAR clause may be accessed electronically at:

http://acquisition.gov/far/

I.1 CLAUSES

TITLE AND DATE

52.217-8 Option to Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Administrative Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

(No Number) Termination (No Date)

The Government may terminate a contract awarded hereunder for the convenience of the Government, or for cause. Because this contract does not provide for compensation to a contractor, no compensation will be due to a Contractor as a result of any termination.
## 1.2 CLAUSES INCORPORATED BY REFERENCE

The texts of the following clauses are incorporated by reference:

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<th>TITLE AND DATE</th>
</tr>
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<td>Gratuities. (APR 1984)</td>
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<td>52.225-13</td>
<td>Restrictions on Certain Foreign Purchases. (JUN 2008)</td>
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<td>52.227-14</td>
<td>Rights in Data – General. (DEC 2007)</td>
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<td>Representation of Limited Rights Data and Restricted Computer Software. (DEC 2007)</td>
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<td>Insurance-Work on a Government Installation. (JAN 1997)</td>
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<td>Disputes. (JUL 2002)</td>
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<td>Competition in Subcontracting. (DEC 1996)</td>
</tr>
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<td>FAR 52.246-4</td>
<td>Inspection of Services – Fixed Price (AUG 1996)</td>
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<td>52.246-25</td>
<td>Limitation of Liability – Services. (FEB 1997)</td>
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<td>52.249-14</td>
<td>Excusable Delays. (APR 1984)</td>
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<td>52.253-1</td>
<td>Computer Generated Forms. (JAN 1991)</td>
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PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J – LIST OF ATTACHMENTS

Attachment 1 - Standard Form LLL
Attachment 2 - Past Performance Evaluation Questionnaire
Attachment 3 - Proposal Cover Sheet
PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the Offeror.)

The Offeror makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or blanks in Section K.2).

_______________________________________  ______________________________
(Name of Offeror)  (RFP No.)

_______________________________________  ______________________________
(Signature of Authorized Individual)  (Date)

________________________________________
(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
K.2 52.204-8  Annual Representations and Certifications.

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 611430
(2) The small business size standard is $10,000,000.00
(3) The applicable small business size standard for this Solicitation is 500 employees.
(b) [reserved]
(c)[reserved]
(d) The Offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)
PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 GENERAL INSTRUCTIONS

A. INSTRUCTIONS TO OFFERORS
Any proposals that do not follow the submission instructions are subject to rejection. Proposals must be submitted in English, unless it is specific to the training content being presented.

B. TYPE OF CONTRACT AND NUMBER OF AWARDS
The Government intends to award one or more contracts under this Solicitation. These contracts will not involve any compensation or reimbursement to the Contractor from the Government. The Contractor may charge a fee to its students. The Government will assess a fee, not to exceed $10.00 per card at any point during the base or four option year periods, from the Contractor to cover the costs of course-completion cards and other administrative expenses.

C. COMMUNICATIONS PRIOR TO CONTRACT AWARD
All communications between Offerors and DOL will be through the Administrative Officer, who alone is authorized to speak for DOL and to issue amendments to this Solicitation.

D. RELEASE OF INFORMATION
Information in proposals will be protected by DOL from public disclosure in accordance with federal law, including the Trade Secrets Act (18 U.S.C. § 1905), FOIA, and the Privacy Act (5 U.S.C. § 552a). If DOL receives a FOIA request for a proposal, the procedures in DOL’s FOIA regulations for responding to requests for commercial/business information submitted to the government will be followed, as well as all FOIA exemptions and procedures, 29 CFR § 70.26. Consequently, it is possible that application of FOIA rules may result in release of information in response to a FOIA request.

E. PREPARATION COSTS
This Solicitation does not commit the Government to pay any of the costs associated with the preparation and submission of the proposal.

F. SERVICE OF PROTEST
Protests, as defined in the Competition in Contracting Act, 31 USC 3551, that are filed directly with DOL or the Government Accountability Office (GAO), shall be served on the Administrative Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the U.S. Department of Labor.

Henry Payne
Administrative Officer
Directorate of Training and Education
US Department of Labor, OSHA
2020 S. Arlington Heights Rd
Arlington Heights, IL 60005-4102

Protests filed directly with DOL only, shall be resolved by the Administrative Officer substantially in accordance with the procedures outlined at FAR 33.103 and 48 CFR 2933.103.
L.2 INSTRUCTIONS TO OFFERORS – GENERAL INSTRUCTIONS

The following instructions establish the acceptable minimum requirements for the format and content of the proposal.

Attention is directed to the requirements for the submission of technical proposals, business proposals, and past performance contained in Sections L.3, L.4, and L.5 of this Solicitation. The proposal must be submitted in accordance with these instructions.

Any resultant contract shall include the clauses set forth herein, in full text or by incorporation. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of the execution of the proposed contract, will be included.

The proposal must be prepared in three parts: a “Technical Proposal,” a “Business Proposal,” and “Past Performance Information.” Each of these parts shall be separate and complete in itself so that the evaluation of one may be accomplished independently of the evaluation of the other. The technical proposal must not include any budgetary information with the exception of course cost to be charged to the students. Resource information, such as data concerning materials, subcontracts, etc., must be contained in the technical proposal so that the Offeror’s understanding of the scope of work may be evaluated. It must disclose the technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions. See L.3, Technical Proposal Instructions, L.4, Business Proposal Instructions, and L.5, Past Performance Instructions.

Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal shall be clearly and concisely written as well as being neat, indexed, and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number.

The proposal must be signed by an official authorized to bind your organization. The Offeror shall deliver or have delivered ONE (1) signed original and THREE (3) copies of the proposal, plus ONE (1) CD-ROM or USB Flash Drive of the complete proposal identical to the hard copies submitted.

Your proposal must be submitted to:

Henry Payne
Administrative Officer
Directorate of Training and Education
US Department of Labor, OSHA
2020 S. Arlington Heights Rd
Arlington Heights, IL 60005-4102

The Government will evaluate the proposal in accordance with the evaluation criteria set forth in Section M of this solicitation.

The Government strongly encourages all contract recipients to provide a smoke-free workplace and to promote the non-use of all tobacco products.
L.3 TECHNICAL PROPOSAL INSTRUCTIONS

Your technical proposal should be in as much detail to fully explain the proposed technical approach or methodology. It should reflect a clear understanding of the nature of the work being undertaken. It must address each of the technical evaluation criteria set forth in Section M.3 of the solicitation.

The Offeror’s technical proposal shall be in the form prescribed by this solicitation, to include a 50-page limit, shall contain a response to each of the areas identified, and shall address all evaluation factors for award. The technical evaluation factors are identified in Section M.3. Additional appendices may include course lists, training tables, organization charts, resumes, samples of interactivities, fact sheets, satisfaction surveys, and advertising materials.

Staff resumes and letters of commitment for all key Contractor personnel shall be included in the proposal, and shall clearly reflect the range and depth of the requirements outlined in Section C.4. At a minimum, each resume shall include the following information:

1. Full Name
2. Job Title
3. Experience directly related to the proposed project
4. Education and training

The proposal must contain complete job descriptions covering all positions proposed for this effort, identify personnel proposed to fill these positions, and identify the level of effort proposed for each position. It must demonstrate that the proposed staff possesses adequate training to perform the duties to which they will be assigned.

The Offeror shall provide a proposal that includes providing the necessary personnel, materials, services, facilities, training, and otherwise do everything necessary to provide an OSHA Online Outreach Training Program.

L.4 BUSINESS PROPOSAL INSTRUCTIONS

The Offeror’s business proposal shall be in the form prescribed by this Solicitation, to include a 10-page limit, shall contain a response to each of the areas identified, and shall address all evaluation factors for award. The business evaluation factors are identified in Section M.4. Additional appendices may include but are not limited to an audit, approved indirect cost rate agreement, budget spreadsheets, and negotiated rental agreements.

The business proposal shall consist of the following information:

L.4.1 SUPPLIES OR SERVICES AND PRICES/COSTS

The Offeror shall include a complete copy of Section B of the Solicitation in its proposal, which includes a description of how each course price was determined.

L.4.2 COST INFORMATION

All costs or pricing information must be submitted in sufficient detail to allow for a complete cost analysis by the Government. The cost proposal shall contain information that will validate that the proposed costs are consistent with the technical proposal and provide the supporting rationale.
needed to permit a determination of cost realism. At a minimum, the Offeror should itemize the cost for individual elements, such as labor, supplies, etc. as indicated in items a) – e) below:

a) Direct Labor: include all persons, listing the persons’ name, title, number of hours worked, hourly rate, the total cost per person and a total amount for this category;

b) Fringe Costs: show rate, base, and total amount;

c) Overhead and Indirect Costs: show rate, base, and total amount;

d) Travel Costs;

e) Equipment Costs: itemize and identify separately from material costs;

f) Other Direct Costs: include a listing of all other direct charges to the contract, e.g., consultants.

This breakdown of costs must be shown for each year of the contract. The Offeror should also summarize total costs for the entire contract period by individual category (e.g., items a-f). This format should be used for each year of contract performance and to summarize costs for the entire contract period.

The Offeror shall indicate in its proposal whether or not it has the necessary financial capacity, working capital, and other resources to perform without assistance from any outside sources. (If not, you must indicate the amount required and the anticipated source).

Documentation to verify indirect cost rates such as the Offeror’s most recent indirect cost rate agreement with its cognizant audit agency shall be submitted as part of the proposal. A copy of the Offeror’s most recent audited financial statements shall also be included.

L.5 PAST PERFORMANCE INFORMATION

Offerors shall identify three references and instruct each to send in completed Past Performance Questionnaires to:

Henry Payne  
Administrative Officer  
Directorate of Training and Education  
US Department of Labor, OSHA  
2020 S. Arlington Heights Rd  
Arlington Heights, IL 60005-4102

Offerors are responsible for insuring that completed Questionnaires are timely delivered to DOL. References shall be organizations (private or governmental) for which the Offeror has performed work within the last 5 years prior to submission of the Offeror’s proposal. Such work shall be relevant in terms of size, scope, and complexity to the work described in this Solicitation. DOL will determine the relevancy of all Questionnaires. If the Offeror expects that the Questionnaires will contain any adverse Past Performance information, the Offeror may submit a brief explanation of
the reasons for such information and any corrective action taken by the Offeror. The Offeror may not necessarily be given any further opportunity to do so later in the evaluation process.

The Government may also consider information outside the Questionnaires in evaluating an Offeror's past performance including but not limited to Contractor Performance Assessment Reporting System (CPARS), cooperative agreements, and grants. This may include information known to DOL as a result of work performed for DOL and its components.
PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION M – EVALUATION FACTORS FOR AWARD

M.1 GENERAL

The Government will evaluate proposals in accordance with the evaluation criteria set forth below.

M.2 EVALUATION OF PROPOSALS

Proposals that fail to conform in all material respects to the requirements of this Solicitation may be rejected. The Government may make award without discussions, so Offerors should submit their best proposals at the outset. The Government may determine a competitive range of those proposals with the greatest chance of success, and may also, at the discretion of the Administrative Officer, limit the competitive range to the number of proposals that can reasonably be evaluated.

M.3 TECHNICAL EVALUATION

The evaluation of the Offeror’s proposal shall be based upon the completeness and thoroughness of the proposal submitted. The Offeror should demonstrate that the objectives for the project are understood and the proposal offers a logical approach for its achievement. The technical evaluation factors are listed below and are placed in descending order of importance.

**Factors**

A. Organizational Experience and Qualifications  
B. Staff Experience and Qualifications  
C. Course Design and Content  
D. Technical Capabilities  
E. Administrative Capabilities  
F. Trainee Evaluation Capabilities

Each factor of the technical evaluation will be rated as follows:

<table>
<thead>
<tr>
<th>Definition</th>
<th>Description</th>
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<tr>
<td>Excellent</td>
<td>A proposal that satisfies all of the Government’s requirements with extensive detail to indicate feasibility of the approach and shows a thorough understanding of the problems and offers numerous significant strengths, which are not offset by weaknesses, with an overall low degree of risk in meeting the requirements.</td>
</tr>
<tr>
<td>Good</td>
<td>A proposal that satisfies all of the Government’s requirements with adequate detail to indicate feasibility of the approach and shows a thorough understanding of the problems and offers some significant strengths or numerous minor strengths, which are not offset by weaknesses, with an overall low to moderate degree of risk in meeting the requirements.</td>
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</tbody>
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Marginal
A proposal that satisfies all of the Government’s requirements with minimum detail to indicate feasibility of approach and shows a minimal understanding of the problem with an overall moderate to high degree of risk in meeting the Government’s requirements.

Unsatisfactory
A proposal that contains a major error(s), omission(s) or deficiency(ies) that indicate a lack of understanding of the problems or an approach that cannot be expected to meet requirements or involves a very high risk; and none of these conditions can be corrected without a major rewrite or revision of the proposal.

A. Organizational Experience and Qualifications

The rating for the Offeror’s organizational experience and qualifications will be based on the extent to which the Offeror demonstrates understanding and achievement of the following components:

- Background and number of years of experience developing, delivering, revising, and evaluating worker occupational safety and health training. The description of these qualifications must include the number of courses offered by the Offeror since January 1, 2007; the number of trainees taught in each course; and the number of trainee contact hours provided in each course.
- Background and number of years of experience delivering and evaluating online training. The description of these qualifications must include the number of online training courses offered by the Offeror since January 1, 2007; the number of trainees taught in each course; and the number of trainee contact hours provided in each course.
- Background and number of years developing online training. The description of these qualifications must include the types of online courses previously offered since January 1, 2007, the titles of online courses developed since January 1, 2007 and the Web site addresses (if still available) for all online courses developed since January 1, 2007. Occupational safety and health online training courses should be denoted accordingly.
- Background and experience providing customer service. The description of these qualifications must include detailed processes indicating how the Offeror performs the following customer service functions: responding to questions from trainees on occupational safety and health content; responding to questions from trainees and resolving issues regarding technical aspects of course usage; and distributing course-completion documentation in a timely manner to trainees, including OSHA Outreach Training Program course-completion cards, if applicable.

B. Staff Experience and Qualifications

The rating for the Offeror’s staff experience and qualifications will be based on the extent to which the Offeror demonstrates understanding and achievement of the following components:

- Qualifications of staff, including Instructors and Developers, who will be involved in the development and review of the course. Description of the qualifications must include occupational safety and health experience, addressing all topics covered in the course; knowledge of and experience with applicable OSHA standards and their application to
hazard recognition and abatement; and experience in developing interactive online training courses. For each Instructor, the Offeror must provide the following information: the authorizing Outreach Training Program organization and a copy of the trainer course-completion card. Instructors must be in good standing with OSHA, authorized to issue course-completion cards, and cannot be suspended, on probation, or under investigation.

- The Instructor(s) who will be available to respond to trainee questions. Description of the qualifications must include experience providing training in an online format, including any Outreach Training Program courses

- FOR SPANISH – Fluency in Spanish in the online course presentation.

- Staff resumes and letters of commitment for all proposed management and professional staff members must be provided, and shall clearly reflect the range and depth of the requirements outlined in Section C.4. At a minimum, each resume shall include the following information:
  - Full Name
  - Job Title
  - Experience directly related to the proposed project
  - Education and training

- A position description and/or minimum hiring qualifications must be provided for any positions that are vacant at the time of proposal submission.

C. Course Design and Content

The rating for the Offeror’s course content will be based on the extent to which the Offeror demonstrates understanding and achievement of the following components:

- Compliance with the Outreach Training Program topic requirements. Topics for Outreach Training Program courses consist of mandatory, elective, and optional topics. The Offeror must include a list of each mandatory, elective, and optional topic to be covered, time spent on each topic, and learning objectives for each topic. Instructional time must be a minimum of ten hours for 10-hour courses and 30 hours for 30-hour courses.

- Worker focus. The Offeror must describe how its courses will have a worker focus and concentrate on occupational safety and health awareness appropriate to a worker.

- Capability to provide training in Spanish. The Offeror must provide details regarding how the course will be tailored to address the needs of the workers speaking Spanish, including, but not limited to: course content, questions regarding technical aspects of the course, and questions regarding occupational safety and health content. OSHA requires that all information pertinent to the course be submitted in English. All Spanish curriculum, materials, or communications must be translated using the OSHA Dictionaries (English-to-Spanish and Spanish-to-English) which are located on the OSHA Web site: [http://www.osha.gov/dcsp/compliance_assistance/spanish_dictionaries.html](http://www.osha.gov/dcsp/compliance_assistance/spanish_dictionaries.html).

- Learning objectives. The Offeror must include the course learning objectives. Each topic must begin with learning objectives and end with a topic summary.

- Interaction. OSHA requires highly interactive, participatory online learning. The Offeror must provide examples of frequent and varied interactive activities contained in the online course, such as screenshots or a CD that contains an accurate sample of one course module.

- Course Navigation. The Offeror must explain how the course navigation will be intuitively structured; use consistent design, uniform spacing, and adequate margins; address one concept, procedure, or item of instruction per screen; ensure copyright permissions; and be
appropriately designed for trainees who have minimal levels of computer technical abilities. The Offeror must ensure that the Instructor’s name and contact information is accessible on each content page.

- Course orientation page. The Offeror must describe or provide a sample of the course orientation page, which must contain the following: course objectives; system requirements; course time-out feature; navigational commands including help (Instructor, technical, and course related), directional (forward and back), menu, and exit; time limit of three months to complete a 10-hour course and six months to complete a 30-hour course; testing policy and criteria; how the random verification process will be conducted; identification and contact information of the Instructor; identification and contact information of technical support; access to print or obtain materials on each course topic; access to print an interim course-completion document at the conclusion of the course; and when and how a trainee will receive the OSHA Outreach Training Program course-completion card.

- Testing. The Offeror must describe how it will adhere to the following testing requirements:
  o Testing is mandatory at the completion of each topic and a comprehensive test at the end of the course.
  o Test items must be appropriately linked to content covered in the course.
  o The minimum pass rate is 70% correct answers.
  o There must be processes to ensure test integrity, including, but not limited to, a no-print feature and random test question selection.
  o A trainee is only permitted three attempts to pass a test. If a trainee has not passed a test in three attempts, the trainee will be required to reenroll and take the course again.
  o Trainees must receive straightforward and effective remediation when a question is answered incorrectly. Remediation must not over-simplify the course to where the trainee is simply given the answer. Trainees must be given an opportunity to return to the part of the topic where the question was covered.
  o Trainees cannot proceed to the final comprehensive test until they pass all topic tests.

D. Technical Capabilities

The rating for the Offeror’s technical capabilities will be based on the extent to which the Offeror demonstrates understanding and achievement of the following components:

- System requirements and capabilities. The Offeror must describe the following system requirements and capabilities:
  o Describe the minimum system requirements necessary. Examples include, but are not limited to, the following:
    - 20 GB of hard disk space
    - Macintosh, MS Word 2002 Version 10.0, or higher
    - MS Word 2002 or higher anti-virus software
    - Windows Media Player 9
    - Adobe Acrobat Reader 8
    - PC or Mac: RAM 512 MB
    - PC: 1 GHz Processor
    - PC: Microsoft Internet Explorer 7.0 or Google Chrome 22.0.1229.0
- Mac: G3 800 MHz
- Mac: Safari 4.0 or Google Chrome 5.0
- Flash Player 10
- Java v.6.0
- Video card and monitor
- Display capable of 1024 X 768 pixel resolution
- Speakers
- Sound card

- Provide a list of system capabilities, including the number of servers and available bandwidth.
- Describe how the course enables a full screen view in most instances. The screen layout (including text and graphics) must be designed to eliminate scrolling (vertically and horizontally) to view the entire content area. The Offeror must describe how the trainee will be informed of how to change the size of the screen view.

- System controls. The Offeror must explain the following:
  - Describe the estimated amount of time it will take a trainee to complete the training and how this number is derived.
  - Describe the required delay mechanism for each content screen and how each screen is required viewing for the trainees. Describe how a trainee is prevented from proceeding in the course until a minimum amount of time elapses on each screen.
  - Explain the mechanism to ensure that trainees are timed out of their training sessions when there is no activity for 15 minutes.
  - Describe the mechanism to ensure that the trainee completes the required 10 or 30 hours of the course. The program must automatically gather information on the amount of time each trainee spends in the course. OSHA will not provide course-completion cards to trainees who have not spent a minimum of 10 or 30 hours in the respective courses.
  - Explain how the online course will only permit a trainee to complete a maximum of 7.5 hours within the constraint of a 24-hour time period. OSHA requires that the 10-hour course be covered over a minimum of two days and the 30-hour course be covered over a minimum of four days.

- Data security and privacy. All guardians of data are expected to manage, access, and utilize data in a manner that maintains and protects the security and confidentiality of that information. Documentation is required to enable the day-to-day efforts necessary to enforce data security policy and ensure policy is implemented on all platforms. The Offeror must provide specific details for the following technical capabilities:
  - Explain the management of all user identifications on all platforms.
  - Explain the privacy policy and how it will be clearly stated to users.
  - Describe how users will be made aware of anonymous data collection to be used for analysis. The selling, trading, or disclosing of any and all trainee information to any outside commercial sources is expressly prohibited.
  - Explain the management of all access control lists on all platforms (users and permissions) and adherence to appropriate roles and responsibilities.
  - Explain the management of incident response and reporting, such as network or server outages, third party security breaches, and loss of sensitive data.
  - Explain the Offeror’s security policy review, which must be conducted annually.
o Provide policy that ensures the disposal of data in a secure manner.
o Provide established policies that safeguard backed-up data.
o Describe how controls are established in anticipation of attack from intelligent, rational, and irrational adversaries with harmful intent.

- User authentication. The Offeror must describe the authentication process which randomly verifies throughout each module that the trainee who registers for the course is the same trainee who participates in and completes the training. Trainees must be informed about any additional charges associated with random trainee verification during all phases of the course at the time of registration or enrollment. Secure log-in, unique identification, PIN, passwords, and challenge questions based on third party data will not be considered sufficient. Examples include, but are not limited to, the following:
o Biometric measures, such as fingerprint or retina scan, voice print, or facial recognition software
o Technological measures, such as webcam, videoconferencing software, or keystroke analysis

- Bookmarking. The Offeror must explain how the trainee’s progress is bookmarked to allow them to resume where they left off after ending a training session.

E. Administrative Capabilities

The rating for the Offeror’s administrative capabilities will be based on the extent to which the Offeror demonstrates understanding and achievement of the following components:

- Marketing and recruitment capabilities. The Offeror must explain the procedures for recruiting trainees and marketing OSHA Outreach Training Program online training courses, including any plans for the use of referral Web sites.
- Procedures for registration. The Offeror must describe registration procedures, including provision for course cancellation and distribution of course materials.
- Procedures and/or systems for ensuring that enrolled students are located within OSHA jurisdiction (see Section C.2) in order to comply with Outreach Training Program Requirements and Procedures.
- Procedures for collection of tuition and fees. The Offeror must identify the price of each course and provide the fee structure for each; explain how fees will be computed for each course; and describe its processes for the collection of tuition and fees and issuance of refunds.
- Availability of Instructors. The Offeror must provide the specific processes Instructors will use to send each trainee an introductory email introducing the Instructor, the Instructor’s availability, and the Instructor’s contact information.
- Ability to respond to trainee questions in a timely manner. Trainees must be able to ask questions and receive responses within a maximum of 24 hours. The Offeror must describe how questions will be monitored to ensure accuracy and timeliness.
- Administrative controls. The Offeror must describe how it will implement the following administrative controls: track trainee course progress; document test scores; document the number of times each trainee attempts a test; verify the IP address used to take training is within the OSHA jurisdiction; verify the amount of time the trainee spends in the course; restrict trainee access to the final test until after all topic tests are successfully completed; and compile and retain questions and the length of time taken to respond to each question.
• Ability to comply with reporting requirements. The Offeror must have the capability to submit electronic reports in Excel format on a template to be provided by OSHA. OSHA periodically revises reporting requirements. The Offeror is required to update reporting in accordance with revised OSHA guidelines. The Offeror must describe how its electronic reporting system will provide the following information in Excel format: number of trainees who complete the online course; total time spent in the course for each trainee; and feedback regarding trainee evaluation.

• Ability to distribute course-completion cards including card replacements, tracking, and control of inventory.

F. Trainee Evaluation Capabilities

The rating for the Offeror’s trainee evaluation capabilities will be based on the extent to which the Offeror demonstrates understanding and achievement of the following components:

• Capabilities to fulfill requirements regarding the trainee satisfaction survey. Each trainee must complete a satisfaction survey to receive an OSHA course-completion card. OSHA will provide the Offeror with satisfaction survey questions. The Offeror may supply additional survey questions. This information must be made clear to the trainees, at a minimum, at the end of the course. In each Outreach Training Program report of training completed, the Offeror must provide a basic summary of trainee feedback for each survey question and for open-ended questions and/or comments. In the description of these capabilities, the Offeror must include an explanation of how the satisfaction survey requirement will be conveyed to each trainee; an explanation of how the question and comments will be summarized for submission to OSHA; a copy of a trainee satisfaction survey that is currently in use by the Offeror, if applicable; and an explanation of how the Offeror has previously used trainee feedback to improve course content and delivery.

• Capabilities to fulfill requirements regarding the trainee learning evaluation. Each trainee must complete a mandatory test at the completion of each topic and a comprehensive test at the end of the course. The minimum pass rate is 70% correct answers. A trainee is only permitted three attempts to pass a test. If a trainee has not passed a test in three attempts, the trainee will be required to reenroll and take the course again. Trainees cannot proceed to the final comprehensive test until they pass all topic tests. This information must be made clear to the trainees, at a minimum, at the beginning of the course. The Offeror will be required to report course progress and test scores as part of the Outreach Training Program report to OSHA. In the description of these capabilities, the Offeror must include an explanation of how the testing requirements will be conveyed to each trainee; an explanation of how the questions will be summarized for submission to OSHA; a copy of a complete test bank that is currently in use by the Offeror, if applicable; and an explanation of how the Offeror has previously used trainee learning evaluations to improve course content and delivery.

• Capabilities to fulfill requirements regarding the trainee follow-up impact survey. Each trainee must receive a follow-up impact survey to assess the effectiveness of the training after a six-month period. If the trainee does not respond to the initial survey request, two additional requests must be sent. The Offeror will be required to report the number of follow-up impact surveys sent as well as the number of follow-up attempts for each trainee. OSHA will provide the Offeror with follow-up impact survey questions. The Offeror may supply additional survey questions. This information must be made clear to the trainees, at
In each Outreach Training Program report of training completed, the Offeror must provide a basic summary of trainee feedback for each survey question and for open-ended questions and/or comments. In the description of these capabilities, the Offeror must include an explanation of how the follow-up impact survey requirement will be conveyed to each trainee; an explanation of how the question and comments will be summarized for submission to OSHA; a copy of a trainee follow-up impact survey that is currently in use by the Offeror, if applicable; and an explanation of how the Offeror has previously used trainee follow-up feedback to improve course content and delivery.

M.4 BUSINESS EVALUATION

Cost is not a weighted factor and will not be scored; it will only be a factor in the selection if two or more proposals are otherwise equivalent in Technical Merit and Past Performance. The separate elements of the cost information, Section L.4.2, and the course price, Section L.4.1, will be evaluated to determine how well the proposed costs represent what actual operations should be, assuming reasonable economy and efficiency. The cost of the proposal will be evaluated on the basis of cost realism which is defined as the Offer’s ability to project costs which are reasonable and indicate that the Offeror understands the nature and extent of the work to be performed.

M.5 PAST PERFORMANCE EVALUATION

M.5.1 GENERAL

Past Performance is the Government’s assessment of how well an Offeror has performed on prior relevant grants, contracts, or cooperative agreements, including any OSHA-authorized online training efforts. Especially relevant are an Offeror’s record of conforming to requirements and to standards of good workmanship; an Offeror’s record of forecasting and controlling costs; an Offeror’s adherence to schedules, including the administrative aspects of performance; an Offeror’s ability to retain key employees throughout the life of a contract; an Offeror’s history of reasonable and cooperative behavior and commitment to customer satisfaction; and an Offeror’s reputation for demonstrating a business like concern for the interest of its customers. The evaluation of an Offeror’s past performance is intended to be a product of subjective judgments by the Government after it considers all available and relevant information.

The Offeror is responsible for assuring that THREE (3) Past Performance Evaluation Questionnaires are timely submitted by its selected references. The past performance evaluation will be based on information obtained from the Past Performance Questionnaires, as well as other relevant past performance information obtained from other sources known to the Government, including information known to DOL as a result of work performed for DOL and its components.

M.5.2 Evaluation of Past Performance

A survey will be conducted consisting of questions contained in SECTION J LIST OF ATTACHMENTS, Attachment 2, Past Performance Evaluation Questionnaire. The Government will assess an overall past performance rating for each reference contacted. The rating of each reference will then be combined to arrive at an overall past performance rating based on the following rating scheme:
<table>
<thead>
<tr>
<th>Definition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>No performance problems and demonstrated initiative to enhance/exceed requirements and objectives. Also maintained excellent provider/customer relationship throughout the performance period.</td>
</tr>
<tr>
<td>Good</td>
<td>No quality or service problems and no delays. Responses to inquiries and technical/service administrative issues are consistently effective and responsive. Nonconformances do not impact achievement of requirements.</td>
</tr>
<tr>
<td>Marginal</td>
<td>Nonconformances are minor and have little impact in the achievement of requirements. Required minor intervention by personnel to resolve issues.</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Nonconformances are impacting or compromising the achievement of requirements. Required substantial intervention by personnel to resolve or issue could not be resolved.</td>
</tr>
</tbody>
</table>

Note: As stated in Section L.5. of this document, the Offeror shall provide a thorough explanation of problems encountered and corrective actions taken to the extent it is aware of any such problems with work that is the subject of a Past Performance Evaluation Questionnaire or other source of past performance information. THE OFFEROR MAY NOT NECESSARILY BE GIVEN ANOTHER OPPORTUNITY TO ADDRESS PROBLEMS ENCOUNTERED IN PAST PERFORMANCE. The Government will allow an Offeror to address any other adverse Past Performance information used by the evaluators, which the Offeror has not previously had an opportunity to explain.

Evaluation of this factor allows the Government to assess the risk associated with the offers based on how the Offeror(s) has performed on similar grants, contracts, or cooperative agreements, including any OSHA-authorized online training efforts. Evaluation of this factor will be based on the information provided by references and databases, and by contacting appropriate references including, if applicable, within DOL/OSHA.

In determining the quality of the organization’s past performance, DOL will consider the following factors in the context of the past performance information from the Offeror’s three references. The Government may also consider other information available.

- Extent to which learning objectives, graphics, and terminology successfully addressed the training needs of the target audience.
- Extent to which the performance goals were clearly established and achieved regarding training design and operations.
- Offeror’s successful management of the project timeliness of performance and business relations.
- Degree to which the Offeror’s personnel were competent and effective in achieving the contract requirements.
• Degree to which the Offeror’s programs comply with Agency and Department policies.

M.6 SELECTION OF SUCCESSFUL OFFERORS
This is a “best value” procurement. The Government will determine which proposal(s) offer the best value to the Government based on an assessment of Technical and Past Performance criteria. Technical merit is slightly more important than Past Performance. The Business Proposal will be evaluated for cost realism, but will only be a factor in the selection if two or more proposals are otherwise equivalent in technical merit and Past Performance, as this Solicitation does not provide for payment by the Government to the Contractor.

M.7 AWARD NOTIFICATION
The successful awardee(s) will be notified by the Administrative Officer. No contract will become effective until it is signed by the Government and the awardee. Unsuccessful Offerors will be notified in writing of the award decision.
PAST PERFORMANCE EVALUATION QUESTIONNAIRE
FOR
ONLINE OSHA OUTREACH TRAINING PROGRAMS

The information that you provide will be used in the awarding of a federal contract. Therefore, it is important that your information be as accurate and complete as possible to preclude the need for follow-up by the evaluators. If you do not have knowledge of or experience with the Offeror’s company, please forward this questionnaire to the person at your organization who does. Thank you.

PART I. (To be completed by the Offeror)

A. CONTRACT IDENTIFICATION

Name of Contractor/Company being evaluated:

Name of Contractor/Company Name/Division providing the evaluation:
Address:
Program/Account Identification/Title:
Contract Number:
Contract Type:
Contract Amount:
Prime Contractor Name (if different from the contract name cited above):
Period of Performance:
Contract Award Date:
Forecasted or Actual Contract Completion Date:
Detailed description of goods or services provided:
Was this work with a: Commercial_____ Fed Gov’t_____ Local/State Gov’t_____ entity.
Relevance of the reference contract to the current requirement:

B. IDENTIFICATION OF OFFEROR’S REPRESENTATIVE

Name:
Title:
Date:
Telephone Number:
FAX Number:
Address:
E-mail Address:

PART II. EVALUATION (To be completed by questionnaire respondent)

For each performance element identified below, you should evaluate performance of the firm or individual identified in Part I. of this form. If you lack sufficient information to evaluate a particular performance element, please explain. If you note any deficiency or unfavorable information, please identify any mitigating factors that may provide context for your comments (i.e., problems due to causes outside the Contractor’s control). The individual within your organization who is most familiar with the Contractor’s day-to-day operations and overall performance should complete this questionnaire. However, that individual is encouraged to supplement their own knowledge of the Contractor’s performance with the judgment of others within their organization, as applicable.

The following chart depicts the ratings that are to be used to evaluate the Contractor’s performance:
When responding to the questions listed, circle the letter that most accurately describes the Contractor’s performance or situation. **For any rating, please provide explanatory narratives in the “Remarks” block. These narratives need not be lengthy, but should be sufficiently detailed.** If a question is not applicable, write “N/A.” If you circle a Yes/No answer, please provide a corresponding explanation in the “Remarks” block. If more space is required, use the back of the questionnaire or attach additional pages. Legible handwritten responses are also acceptable.

Your time and effort in providing this vitally important information are greatly appreciated.

**PERFORMANCE ELEMENTS:**

**QUALITY OF SERVICE**

1. Contractor’s ability to meet minimum quality standards specified for performance.  
   Remarks:
   
<table>
<thead>
<tr>
<th>EXCELLENT (E)</th>
<th>GOOD (G)</th>
<th>SATISFACTORY (S)</th>
<th>UNSATISFACTORY (U)</th>
</tr>
</thead>
<tbody>
<tr>
<td>No performance problems and demonstrated initiative to enhance/exceed requirements and objectives. Also maintained excellent provider/customer relationship throughout the performance period.</td>
<td>No quality or service problems and no delays. Responses to inquiries and technical/service administrative issues are consistently effective and responsive. Nonconformances do not impact achievement of requirements.</td>
<td>Nonconformances are minor and have little impact in the achievement of requirements. Required minor intervention by personnel to resolve issues.</td>
<td>Nonconformances are impacting or compromising the achievement of requirements. Required substantial intervention by personnel to resolve or issue could not be resolved.</td>
</tr>
</tbody>
</table>

2. Contractor’s ability to effectively control the quality of services provided.  
   Remarks:
   
3. Contractor’s compliance with contractual terms and conditions.
   Remarks:

4. Quality of products and/or services furnished.
   Remarks:
5. Contractor’s compliance with security requirements. Remarks: E G S U


**BUSINESS RELATIONS**

1. Contractor’s ability to identify problems and potential problems, and promptly notify the Contracting Officer or other point of contact. Remarks: E G S U

2. Contractor’s ability to correct problems and prevent or mitigate potential problems in a timely manner. Remarks: E G S U

3. Contractor’s willingness to improve and correct noncompliance with program guidance and policy. Remarks: E G S U

4. Contractor’s ability to use effective approaches and provide technical expertise and resources to solve contract problems. Remarks: E G S U

5. Extent to which the Contractor has demonstrated reasonable and cooperative behavior. Remarks: E G S U
6. Contractor’s effectiveness in interfacing with the Contracting Officer, quality assurance personnel, and customers. Remarks: E G S U

7. Contractor’s flexibility in satisfying the requirements of its customers. Remarks: E G S U

8. Extent to which the Contractor provided prompt and courteous service when responding to customer complaints. Remarks: E G S U


TIMELINESS OF SERVICE

1. Contractor’s ability to meet specific response times and scheduled time frame for completion of specific tasks. Remarks: E G S U

2. Contractor’s responsiveness/timeliness for providing reports and other requested documents. Remarks: E G S U

3. Contractor’s timeliness in responding to emergency service requirements. Remarks: E G S U
4. Overall rating of Contractor’s responsiveness/timeliness.  
   Remarks:  
   E   G   S   U

MANAGEMENT OF KEY PERSONNEL

1. Contractor’s ability to select and retain cooperative and effective key personnel, such as the contract manager and quality control personnel.  
   Remarks:  
   E   G   S   U

2. Extent to which key personnel were knowledgeable about contractual requirements.  
   Remarks:  
   E   G   S   U

3. Contractor’s ability to meet appropriate staffing levels with qualified personnel to provide required services.  
   Remarks:  
   E   G   S   U

4. Contractor’s ability to provide continuity of key personnel on the contract.  
   Remarks:  
   E   G   S   U

5. The functional expertise of the Contractor’s staff.  
   Remarks:  
   E   G   S   U

6. Overall rating of Contractor’s personnel.  
   Remarks:  
   E   G   S   U
CONTRACTUAL CONSIDERATIONS

1. Has your organization ever declined to exercise an option or to continue relations due to Contractor’s poor performance? Remarks:
   YES  NO

2. Has a Contract Discrepancy Report even been issued? Remarks:
   YES  NO

3. Has a cure notice or show cause notice ever been issued? Remarks:
   YES  NO

4. Has the contract been partially or completely terminated for default or convenience? If so, please specify whether it was partially or completely. Remarks:
   YES  NO

5. Are there any pending terminations? Remarks:
   YES  NO

6. Overall rating of Contractor’s performance under this contract: Remarks:
   E   G   S   U

7. Would you hire this Contractor again? Remarks:
   YES  NO
PROGRAM COMPLIANCE

1. Has the Contractor been authorized to provide any training programs for the Department of Labor? Please identify all training programs and the DOL sub-agency when applicable.

   YES  NO

2. If so, has the Contractor received any written notice of noncompliance with specified program requirements or procedures?

   Remarks:

   YES  NO

3. Has the Contractor ever been subject to disciplinary action?

   Remarks:

   YES  NO

4. Has the Contractor ever been placed on probation?

   Remarks:

   YES  NO

5. Are you aware of other relevant past efforts by this company or individual? If yes, please provide the name and telephone number of a point of contact?

   YES  NO

6. Overall rating of Contractor’s compliance with program policies.

   Remarks:

   E G S U

7. Additional Remarks:
PART III. RETURN INFORMATION

Please return this completed questionnaire to:

Henry Payne
Administrative Officer
Directorate of Training and Education
US Department of Labor, OSHA
2020 S. Arlington Heights Rd
Arlington Heights, IL 60005-4102

Thank you for your assistance.