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| U.S. OFFICE OF PERSONNEL MANAGEMENT INTERAGENCY AGREEMENT | | 1a. Agreement Number: CPSC-IAG-03-1382 | 1b. Amendment Number: 00- <i>Wan</i> |
| BETWEEN FEDERAL AGENCIES FOR DEVELOPMENT OF HUMAN RESOURCES | | 2. Fiscal Year: 2003 | 3. Agreement Ceiling: \$22,140.00 |
| 4a. Requesting Agency and Program Office: Beverly St. Clair / Donna Simpson Consumer Products Safety Commission 4330 East West Highway Bethesda, MD 20814 | | 5a. Performing Organization: U.S. Office of Personnel Management Gov Online Learning Center (GoLearn) 1900 E Street, NW - Room Washington, DC 20415-2100 Tax ID: 521136517 | |
| 4b. Contact Telephone Number: (301) 504-7207 | | 5b. Project Manager Contact Abby Fronk | Telephone Number: (202) 366-0973 |
| 4c. Billing Contact, Address, Telephone, e-mail: | | 5c. Finance Office Contact Office of the Chief Financial Officer | Telephone Number: (202) 606-1101 |
| | | 6. Funding Authority: | |
| | | a. Previous Agreement Total: | |
| | | b. New Authority (this form): | |
| | | c. Total Authority: | |
| | | \$22,140.00 \$22,140.00 | |
| 7. Title of Project (Attach a Detailed Statement of Work): CPSC Renewal (CPSC Courseware SOW-E) | | | |
| 8. Statutory Authorization: Government Employees Training Act (5 USC Chapter 41), OPM Revolving Fund Authority (5 USC 1304), and Executive Order 11348. Federal Procurement Act (41 USC 423). | | | |
| 9. List of Related Correspondence: | | | |
| 10. DURATION: EFFECTIVE DATES OF PROJECT: | | | |
| a. Effective Date 08/29/03 | | b. Ending Date (Estimate): 08/30/04 | |
| 11a. METHOD OF PAYMENT: | | | |
| <input checked="" type="checkbox"/> IPAC (Treasury On-Line Payment and Collection System) ALC required, see Block 12c <input type="checkbox"/> SF-1081 <input type="checkbox"/> SF-1080 <input type="checkbox"/> Other (Explain) _____ | | | |
| 11b. Timing of Payment <input checked="" type="radio"/> Advanced Billing <input type="radio"/> Progress Billing (work completed) | | | |
| 12. FINANCING (REQUESTING AGENCY) | | 13. FINANCING (PERFORMING AGENCY) | |
| a. Appropriation Symbol and Title: Salary & Expenses 6130100 | | a. Appropriation Symbol and Title: 24X4571 | |
| b. Agency Accounting Data: 03 CC EXOB-TR 2500 99921 253m | | b. Fund and Org Code, Business Line, Project Number: 3G/01TC/ /00 | |
| c. Treasury Agency Location Code (ALC): 61000001 | | c. Treasury Agency Location Code (ALC): 24-000001 | |
| 14. APPROVAL FOR REQUESTING ORGANIZATION | | 15. APPROVAL FOR PERFORMING ORGANIZATION | |
| Signature: <i>Donna Hutton</i> Date: 9/16/03 | | Signature: <i>Mike Fitzgerald</i> Date: 8/29/03 | |
| Type or Print Name: Donna Hutton | | Type or Print Name: Mike Fitzgerald | |
| Title: Contracting Officer | | Title: Program Manager, e-Training Initiative | |

SEE REVERS FOR INTERAGENCY AGREEMENT TERMS AND CONDITIONS

OPM Form 1617 (September 2001)

Obligating Document #:

INTERAGENCY AGREEMENT TERMS AND CONDITIONS

1. General.

OPM Form 1617, the Statement of Work, and appropriate funding documents constitute an Interagency Agreement between the Requesting Agency listed in Block 4 and the U.S. Office of Personnel Management. This agreement is in effect when signed by both parties.

2. Legislative Authority.

This interagency training development program is governed by the Government Employees Training Act (5 U.S.C. Chapter 41), OPM Revolving Fund Authority (5 U.S.C. 1304) and Executive Order 11348. This program is also governed by the Federal Procurement Act (41 U.S.C. 423), ethics and prohibited practices Executive Order 12674, Government Printing Office requirements, the Privacy Act, and the Freedom of Information Act. Both parties agree to comply with all authorities cited in this agreement.

3. Financing.

Charges for products will be firm, fixed priced and shall be comprehensive and based on actual direct and indirect costs. OPM charges a management fee for all work orders issued based on project size. The ultimate and actual cost of the project can only be determined after receipt of a management plan, usually within 30 days after the start of the project. The actual cost will be communicated to the requesting agency. If the actual cost exceeds the funds obligated with this agreement, the Statement of Work scope may have to be narrowed or additional funds must be obligated. If the actual cost is less than the amount obligated, OPM will return excess funds at the direction of the requesting agency.

4. Modifications.

Any changes in the terms of this agreement, modification of the Statement of Work, changes in economic factors not presently known, etc., must be made in writing and agreed to by both the requesting and performing agencies.

5. Contract Management and Administration.

OPM maintains and manages contracts with a group of firms for Research and Development in Instructional Systems Development, Performance Management, and Workforce Productivity. OPM is responsible for all aspects of contract administration, including modification of task orders, final selection of contractor, quality assurance, and quality control.

6. Project Management.

OPM will manage the project on behalf of the requesting agency. The results of the project will be products and not services. OPM project management duties will include soliciting price quotations, issuing work orders and purchase orders for products, modifications to work orders and purchase orders, formal acceptance of products, and certifying invoices for payment.

The client agency is responsible for providing subject matter experts as content providers and official product reviewers. The client agency is also responsible for performing all product reviews in a timely manner. Both parties agree to activate the project within a reasonable length of time.

7. Disclosure.

In addition, the requesting agency agrees to comply fully with OPM requirements to avoid statistical disclosure and agrees to make no attempt to identify individuals through data manipulation. Unless otherwise mutually agreed to, the data are supplied solely for statistical research. The recipient further agrees to safeguard any data containing personal identifiers in accordance with OPM's privacy and security standards.

8. Property

Non-expendable property, especially computer hardware and software, purchased from funds supplied under this agreement shall become an asset of the agency bearing cost of acquisition (The Economy Act of 1932, as amended (31 U.S.C. 1535-1536, 33 Comp. Gen. 565), unless otherwise agreed to by the cooperating parties.

9. Cancellation.

This agreement is subject to cancellation, by written memo, by either party with the understanding that OPM shall be reimbursed for costs of all completed and partially completed work as of the effective date of cancellation. After final accounting, the remaining balance in the project account will be returned to the client agency.

10. Project Completion and Closeout.

When all deliverables related to the Statement of Work have been accepted by the client agency, OPM will conduct a written project evaluation and final accounting of project costs. The agency account will be closed and any remaining funds will be returned to the client agency immediately.

Statement of Work

Office of Personnel Management
Gov On-Line Learning Center (GoLearn)

Courseware Content

for

Consumer Products Safety Commission

Date
September 2003

1. Introduction

1.1 Organization

Office of Personnel Management (OPM)
Gov On-Line Learning Center (GoLearn)

1.2. Agency Mission

GoLearn is part of OPM. The mission of GoLearn is to provide the full spectrum of academic, technical, executive and organizational development courses to any government employee or industry partner in any media at any time.

2. Project Background and Objectives

This project provides for the development and furnishing of courseware licenses.

3. Technical Services Required

3.1 Task Description

The contractor shall provide E-Learning courseware licensing, as well as the implementation and technical support required to support the courseware. Additionally, the contractor shall provide the following information as part of the proposal.

Consumer Products Safety Commission:

All prices are in accordance with the Task Order CLIN: 0104AJ__

| Vendor | Service / Product | Number of Units | Cost per unit | Price to Customer |
|------------------|-------------------------------|-----------------|---------------|-------------------|
| SkillSoft | Combined Library on SkillPort | 500 | \$44.28 | \$22,140.00 |

3.2 Scope of Work

The purpose of this task order is to provide for the development and furnishing of courseware licenses and related services: courseware installation consulting and assistance, mentoring services, learning management system (LMS) member subscriptions, implementation support, technical and internal marketing support, custom courseware development services to meet GoLearn client training requirements.

3.3 Statement of Work

3.3.1 The contractor shall furnish courseware licenses for which each course will be equipped to provide prescriptive pre-assessments and mastery post-assessments at the beginning and end of every lesson. New courses will be added to the libraries at no additional cost as they are released. Updates shall be sent to the GoLearn hosting service.

3.3.2 The contractor shall provide application engineers to support the installation of courseware for GoLearn clients. The application engineers shall test the software and courses at the user workstation, document the technical requirements of clients and provide services as needed to assure successful installations.

3.3.3 The contractor shall provide implementation consultants to assist GoLearn and the client agency with the successful implementation of client E-Learning programs. Assistance shall include, as applicable, identifying success criteria, developing indicators and measures of success, providing suggestions for implementation strategies and best practices, providing internal marketing and communications planning, providing guidance on best practices for government agency implementation and employee use policy. The contractor shall use this information and data to develop Return on Investment (ROI) savings for both GoLearn and the client agency.

3.3.4 The contractor shall provide implementation services to enable the GoLearn client to fully implement all courseware products. Implementation services to be provided by the contractor are the following:

- The contractor shall provide a comprehensive Support Plan with the tools and expertise necessary to achieve for GoLearn clients their definition of a successful E-Learning program;
- Meet clients overall E-Learning performance objectives and achieve maximum return on investment for the contractor-provided products;
- The contractor shall assist in developing and determining client program objectives, assist with conducting training and administrative needs assessments; help determine the training delivery formats;
- Help assure that client facilities, equipment, hardware, and software minimum requirements are met;
- Assist GoLearn and its clients with development and implementation of internal marketing and communication planning within GoLearn client organizations;
- Assist the clients with developing and producing policies and procedures (program guidelines) for the use of their E-Learning program by employees;
- Help determine testing, certification, and student reporting policies;

- Help develop curriculum paths/learning tracks and provide examples of technology-based learning best practices;
- Assist in the integration of E-Learning into existing curricula;
- Help develop plans to evaluate program effectiveness; and
- Provide training of client program administrators, which includes product training, problem resolution planning; and assistance with developing a plan to provide ongoing GoLearn customer satisfaction.

3.3.5 The contractor shall conduct on-site and telephone consulting to GoLearn personnel and GoLearn client representatives. For implementations of less than 500 persons, the implementation assistance may be done via telephone. For implementation programs greater than 500 persons, the contractor shall assist on-site.

3.3.6 The contractor shall provide the tools and templates to support implementation of E-Learning products. The contractor shall provide an Implementation Reference Guide that contains ideas, tools, samples and templates to assist GoLearn clients in the deployment of technology-based training. The guide shall contain information on Program Design, Needs Assessment, Curriculum Design, Facilities Planning, Platform Planning, Administrative Processes, Marketing and Communication, and Performance Measurement and Program Evaluation.

3.4 Deliverables

The deliverables for this effort consist of courseware and/or mentoring licenses.

3.4.1 The contractor shall document all functions and activities in a monthly project status report. The report will contain all activities for the current month and planned activities and estimated costs (other direct costs) for the following month. This report will identify any problems, significant events and any other issues requiring management attention. This report will be provided to the Contracting Officer and the GoLearn COTR no later than the 15th of each month. Specifically, the report will address, but is not limited to, the following:

- a) Detailed description, including scope, of each on-going program
- b) Activity schedule for each activity or program
- b) Cost Breakdown and expenditures for each activity or program; and
- d) Evaluation based upon the plans developed for client Program Effectiveness

3.4.2 The contractor shall provide a draft format for the above-mentioned monthly status report for approval by the COTR prior to submission of the first report no later than fifteen (15) days after date of contract award.

3.4.3 The contractor shall provide updates for courseware to the hosting service provider on a monthly basis, as they become available.

3.4.4 The contractor shall provide a plan to evaluate Program Effectiveness. The plan will include performance measurements for the client to gauge the effectiveness of the E-

Learning program and the ROI savings for the GoLearn and the client agency. The Program Effectiveness plan will be provided to the client as required and a copy (electronic) will be furnished to the Contracting Officer and COTR.

3.4.5 The contractor shall provide an annual report to promote ongoing GoLearn Customer Satisfaction. The report will include overall results of each clients E-Learning program and identify areas of success and those that require improvement for increased success in the event of license renewals. Also, the report will identify successful capture of business opportunities and areas where new business can be generated for potential option-year periods. The GoLearn Customer Satisfaction Report will be provided to the Contracting Officer and COTR on an annual basis by May 15th of every year. If option-year periods are exercised, the report will be provided on an annual basis by May 15th of every year thereafter.

3.4.6 The contractor shall furnish all documentation (hardcopy or electronic) from progress reviews conducted with the client at the 0%, 25%, 50%, 75% and 100% milestones for custom courseware development to the COTR.

4. Administrative Considerations

Technical Representative

Mike Fitzgerald, GoLearn Program Manger, 202-606-5182

U.S. Office of Personnel Management
Gov Online Learning Center (GoLearn)
1900 E Street, NW – Room
Washington, DC 20415-2100

4.1 Place of Performance/Work Location

The contractor will perform the majority of work at its facility. However, the contractor may be required to make frequent visits to OPM.

4.2 Period of Performance

The effective dates of the licenses at the GoLearn client site and the stated period of performance for this Task Order modification shall be one year from date of contract award with four (4) one-year option periods. The contractor shall provide option year pricing as part of the cost proposal if applicable.

5. Special Instructions

5.1 Section 508 Standards

“All electronic and information technology (EIT) procured through this Contract must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm> - PART 1194).

The following standards have been determined to be applicable to this contract:

- 1194.21 Software applications and operating systems.
- 1194.22 Web-based intranet and Internet information and applications.
- 1194.23 Telecommunications products.
- 1194.24 Video and multimedia products.
- 1194.26 Desktop and portable computers.

The standards do not require the *installation* of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.”

6. Accounting and Appropriation Data

FOR CPSC:

| | |
|------------------------|------------|
| Agency Location Code: | 61-00-0001 |
| Tax Identification No: | 520978750 |
| DUNs No: | 178771713 |
| Appropriation Code: | 6130100 |

7. Disagreement Clause

In the event that CPSC and OPM have a disagreement arising under this interagency agreement, the parties shall cooperatively seek to resolve the disagreement by themselves. If the disagreement cannot be resolved between them, the parties agree to seek the assistance of a third party in resolving the disagreement.