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## **RFP Announcement**

**National Association of State Workforce Agencies (NASWA)  
Center for Employment Security Education and Research (CESER)  
Information Technology Support Center (ITSC)**

### **Request for Proposal:**

#### **Transformation of the Federal-State Unemployment Compensation Legislative Seminar into an e-Learning Training Program**

The National Association of State Workforce Agencies (NASWA), Information Technology Support Center (ITSC) is seeking to procure the services of a contractor through a firm fixed price contract to develop and implement an e-Learning Training Program to replace a week long in-person Unemployment Insurance Legislative Training Seminar.

The U.S. Department of Labor's (USDOL), Employment and Training Administration (ETA)'s Office of Unemployment Insurance (OUI) is required to ensure conformity and compliance of state unemployment compensation law, regulations, rules, and operations with Federal law. Ongoing training and technical assistance are the key strategies to ensure this federal function is accomplished. One of the strategies that OUI has in place is providing technical assistance to state agency and legislative staff by offering a bi-annual in-person legislative training seminar. Budgets for state staff to travel for in-person training have been limited and OUI is looking to develop an e-Learning option to provide this training remotely using web technology to replace the existing in-person legislative training seminar.

**Notice of Intent to Submit a Proposal:** Vendors who intend to submit a proposal in response to this RFP should submit an email to [rfp\\_responses@itsc.org](mailto:rfp_responses@itsc.org) indicating this intent. The notice should include the following information:

- The company or individual's name (as appropriate),
- Contact person's name and title, and
- Contact person's email address and telephone number.

**Notice of Intent to Submit a Proposal creates no obligation and is not a prerequisite for submitting a proposal however, it is necessary to ensure all potential bidders receive access to the additional information listed in the RFP on page 15, Additional Vendor Resources**

The RFP consists of the following documents:

**RFP:** Transformation of the Federal-State Unemployment Compensation Legislative Seminar into an e-Learning Training Program

**Appendix 1:** Suggested Prototype Solution

**Appendix 2:** Outline of Material in Legislative Training Manual



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- Appendix 3:** Legislative Training Manual Contents
  - Appendix 4:** Continuing Legal Education Units
  - Appendix 5:** ITSC Project Management Plan Outline
  - Appendix 6:** ITSC Draft Project Schedule
  - Appendix 7:** Contract General Terms and Conditions

**Important Dates:**

**RFP Publication Date: January 2, 2013**

**Bidders Webinar/Teleconference: January 8, 2013 2:00 PM ET**

- <http://naswa.webex.com>
- Keyword Search: "RFP"
- Click "Register"

**Notice of Intent to Submit a Proposal Deadline: January 10, 2013 5:00 PM ET**

**Proposal Due Date: February 8, 2103, by 5:00 p.m. ET to [rfp\\_responses@itsc.org](mailto:rfp_responses@itsc.org)**



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**Request for Proposal (RFP)**

**For**

**Transformation of the Federal-State Unemployment  
Compensation Legislative Seminar into an e-Learning  
Training Program**

**Issued By**

**National Association of State Workforce Agencies (NASWA)  
Center for Employment Security Education and Research (CESER)  
UI Information Technology Support Center (ITSC)**

**Circulation Date  
January 2<sup>nd</sup>, 2013**

**Bidders Webinar/Teleconference  
January 8<sup>th</sup>, 2013 –2:00 PM ET**

<http://naswa.webex.com>

Keyword Search: **“RFP”**

Click “Register”

**Proposal Submission Date  
5:00 PM ET February 8<sup>th</sup>, 2013**

## UI Legislative Training e-Learning Proposal Description

### Project Description

The U.S. Department of Labor's (USDOL), Employment and Training Administration(ETA)'s Office of Unemployment Insurance (OUI) is required to ensure conformity and compliance of state unemployment compensation (UC) law, regulations, rules, and operations with Federal law. Ongoing training and technical assistance are the key strategies to ensure this federal function is accomplished. One of the strategies that OUI has in place is providing technical assistance to state agency and legislative staff by offering a bi-annual in-person legislative training seminar. Budgets for state staff to travel for in-person training have been limited and OUI is looking to develop an e-Learning option to provide this training remotely using web technology to replace the existing in-person legislative training seminar.

### *Background*

The current Federal-State Unemployment Compensation Legislative Seminar consists of a multi-day in-person training session, offered by OUI's Legislative Division (LD). The purpose of the training is to provide conformity and compliance training to state UI directors, commissioners, deputy directors, agency counsel, legislative liaisons, and anyone in the agency directly involved in the policymaking process that can influence the content of legislation affecting state UI laws and regulations.

In their evaluations of the previous in person training, participants have indicated that the legislative seminar was highly useful and relevant to their work. However, in-person training involves re-arranging work schedules and absence from the office. It is intensive, and the cost to the state for airfare, lodging and meals is expensive. Additionally, these costs do not include OUI staff resources or costs for preparation of training materials for the participants. In response to these cost issues, and to staff interest and demand for legislative training, OUI plans to replace the in-person legislative training with a multi-modal training option that includes, but is not limited to, a self-guided e-Learning program strategy, that will provide a quality, and timely accessible training experience at reduced cost.

### Organization

The Information Technology support center (ITSC) received a grant from ETA's OUI to secure a vendor to develop an e-learning system to meet the needs expressed by OUI, as described in the Statement of Work (SOW).

**NASWA** is an organization of state administrators of unemployment insurance laws, employment services, training programs, employment statistics, labor market information and other programs and services provided through the publicly funded state workforce system. The mission of NASWA is to serve as an advocate for state workforce agencies, as a liaison to workforce system partners, and as a forum for the exchange of information. NASWA was founded in 1937. Since 1973, it has been a private, non-profit corporation, financed by annual dues from its member agencies and other revenue. Visit the website at: <http://naswa.org/>.

**CESER** is an education and research center located within NASWA, focused on workforce development and unemployment insurance issues. Visit the website at: <http://naswa.org/>.

## UI Legislative Training e-Learning Proposal Description

**ITSC** is a (501) C (3) organization within NASWA. It was established in 1994 as a national resource by ETA to assist all state Unemployment Insurance (UI) agencies in the area of UI Information Technology (IT). Visit the website at: <http://itsc.org/>.

**The Office of Unemployment Insurance**, DOL/ETA is responsible for providing leadership, direction and technical assistance to state workforce agencies in the implementation and administration of UI programs including: oversight, guidance, and technical assistance for the federal-state unemployment compensation program; and, budget and legislative support to state workforce agencies to administer their UI and Workforce programs that assist individuals to return quickly to suitable work.

### Federal-State Unemployment Insurance Program

#### *Overview of Federal-State Law Requirements*

The federal-state Unemployment Compensation (UC) program, created by the Social Security Act (SSA) of 1935, offers the first economic line of defense against the ripple effects of unemployment. Through payments made directly to eligible, unemployed workers, it ensures that at least a significant proportion of the necessities of life, most notably food, shelter, and clothing, can be met on a week-to-week basis while a search for work takes place. As temporary, partial wage replacement to the unemployed, UC is of vital importance in maintaining purchasing power and in stabilizing the economy.

Unemployment compensation is a social insurance program. It is designed to provide benefits to individuals out of work, generally through no fault of their own, for periods between jobs. In order to be eligible for benefits, jobless workers must demonstrate workforce attachment, usually measured by amount of wages and/or weeks of work, and must be able and available for work.

The UC program is a federal-state partnership based upon federal law, but administered by state employees under state law. Because of this structure, the program is unique among the country's social insurance programs. The UC program is also unique in that it is almost totally funded by employer federal and state taxes. Only three states collect taxes from employees.

Federal law defines certain requirements for the program. The SSA and the Federal Unemployment Tax Act (FUTA) set forth broad coverage provisions, some benefit provisions, the federal tax base and rate, and administrative requirements. The major functions of the federal government are to: ensure conformity and substantial compliance of state law, regulations, rules, and operations with federal law; determine administrative fund requirements and provide money to states for proper and efficient administration of the program; set broad overall policy; monitor state performance; provide technical assistance as necessary; and hold and invest all money in the unemployment trust fund until drawn down by states for the payment of compensation.

Each state designs its own UC program within the framework of the federal requirements. The state statute sets forth the benefit structure (e.g., eligibility/disqualification provisions, benefit amount) and the state tax structure (e.g., state taxable wage base and tax rates). The primary

## UI Legislative Training e-Learning Proposal Description

functions of the state are to: determine operation methods and directly administer the program; take claims from individuals, determine eligibility, and insure timely payment of benefits to workers; and, determine employer liability, assess and collect taxes/contributions.

### **Specific Provisions of Federal Law:**

If a state law meets minimum federal requirements under FUTA and Title III of the SSA:

- Employers receive up to a 5.4 percent basic and additional tax credit against the 6.0 percent federal unemployment tax, and
- The state is entitled to federal grants to cover all the necessary costs of administering the program.

### ***Sections 3303 and 3304 of the Internal Revenue Code of 1986 FUTA***

- Establishes a Federal payroll tax on employers.
- Since it is a tax act, FUTA focuses primarily on the tax aspects of the program, including coverage and the definitions of wages, employers, and employment.
- FUTA also provides a definition of unemployment “compensation” which, along with several other requirements, implements the basic philosophy of the UI program.
- FUTA provides for two credits against the Federal payroll tax:
  - The normal credit reduces the Federal tax owed by the amount an employer actually pays to the state's unemployment fund, up to a maximum of 5.4 percent.
  - The additional credit also reduces the Federal tax for employers who pay reduced rates consistent with FUTA requirements, again up to a maximum of 5.4 percent
- FUTA establishes conditions under which the maximum credit of 5.4 percent may be reduced if the state has borrowed money to pay benefits.
- To receive both the normal and additional credits, the state law must meet the provisions of §3304(a), FUTA.
- To receive the additional credit, states must meet the experience rating requirements of §3303(a), FUTA.

### ***Title III of the Social Security Act (SSA)***

- Provides states with grants for the administration of their UI laws.
- To receive administrative grants, states must comply with the provisions of §303, SSA.

### ***Title IX of the Social Security Act (SSA)***

- Establishes the structure of the Unemployment Trust Fund (UTF).
- Allocates the Federal unemployment tax among various accounts within the Trust Fund.
- Gives investment authority over the UTF, including state moneys in the Fund, to the Secretary of the Treasury.

## UI Legislative Training e-Learning Proposal Description

### *Title XII, (SSA)*

- Provides for advances (loans) to states to pay compensation.
- Establishes conditions under which advances (loans) become interest bearing.
- Contains provisions for deferring interest payments.

### *UCFE and UCX Laws (5 U.S.C. Chapter 85)*

- Provide for coverage of Federal employees (UCFE) and ex-military (UCX).
- States operate the UCX and UCFE programs under agreement with the Secretary of Labor.
- If a state does not sign an agreement, DOL must operate these programs in that state.
- Eligibility is determined under provisions of state law, except for UCX separation issues which are adjudicated by the state based on information provided by the military.
- Federal agencies reimburse DOL for benefit costs.

### *Disaster Unemployment Assistance (DUA) and Trade Readjustment Assistance (TRA)*

- Each program operated under separate agreement with the Secretary of Labor.
- If the state does not operate a TRA program or has not fulfilled its commitments under its agreement, employers in the state will lose some of the FUTA tax credit otherwise available.
- DUA administrative funds and allowance moneys are provided by the Federal Emergency Management Administration (FEMA).

### *Federal Supplements; Emergency Compensation*

- Created by Congress during periods of high unemployment.
- Operated under agreements with Secretary of Labor.
- Most programs are extensions of benefits. The current Emergency Unemployment Compensation (EUC08) program is an example. Previous programs included FSB (1970s), FSC (1980s), EUC (1990s), and TEUC (2002).
- The recent Federal Additional Compensation (FAC) program increased the weekly benefit amount.

### **UC Benefits**

In general, the federal-state UI Program provides unemployment benefits to eligible workers who are unemployed through no fault of their own (as determined under state UI law), and meet other eligibility requirements of state UI law. The UI program is jointly financed through federal and state employer payroll taxes (federal/state UI tax). Employers, generally, are subject to both state and federal unemployment taxes if: (1) they pay wages to employees totaling \$1,500, or more, in any quarter of a calendar year; or (2) they had at least one employee during any day of a

## **UI Legislative Training e-Learning Proposal Description**

week during 20 weeks in a calendar year, regardless of whether or not the weeks were consecutive. It should be noted that UI law(s) vary from state to state.

UC benefits are intended to provide temporary and partial wage replacement to unemployed individuals who meet the requirements of state law. Each state administers their individual UI program within guidelines established by Federal law. Eligibility for UI, benefit amounts and duration are determined by the state law under which unemployment insurance claims are established.

### ***Eligibility***

Individuals must meet state requirements for wages earned or time worked during an established period of time referred to as a "base period." In most states, this is usually the first four out of the last five completed calendar quarters prior to the time that the claim is filed. Individuals must be determined to be unemployed through no fault of their own (determined under State law), and meet other eligibility requirements of State law.

### ***Filing an Initial UI Benefit Claim***

Individuals are expected to contact the State UI agency as soon as possible after becoming unemployed. In some States, claims can be filed by telephone or over the Internet.

Generally, a claim is filed with the state where an individual worked. If an individual has worked in a state other than the one where he/she now lives or if the individual worked in multiple states, the state UI agency where the individual now lives can provide information about how to file a claim with other states.

It normally takes two to three weeks after an individual files a claim to receive the first benefit check. Some States require a one-week waiting period; therefore, the second week claimed is the first week of payment, if an individual is otherwise eligible.

### ***Benefits***

In general, benefits are based on a percentage of an individual's earnings over a recent 52-week period up to a state maximum weekly benefit amount. Benefits can be paid for up to a maximum of 26 weeks in most states; although in cases where the claimant has partial earnings they can claim each week over the 52 week benefit year.

Often, instead of being laid off, workers may have their hours reduced during an economic downturn. Or, unemployed workers may find short term work while looking for a permanent, full-time job. These circumstances characterize partial unemployment. The UI system is set up to permit benefit receipt by these workers as long as they meet all eligibility requirements. However, the weekly benefit amount payable differs. The worker's UI payment will generally equal the difference between the weekly benefit amount and earnings. All states disregard some earnings as an incentive to take short term work.



## **UI Legislative Training e-Learning Proposal Description**

Additional weeks of benefits may be available during times of high unemployment, through a variety of extended benefit programs. The individuals weekly benefit amount remains the same for the additional weeks. Some states provide additional benefits under certain circumstances for specific purposes.

### ***Continued Weekly Benefit Eligibility***

An individual must file a weekly or biweekly claims certification at the end of a week of total or partial unemployment and respond to questions concerning their continued eligibility. The individual must report any earnings from work during the week(s) and any job offers or refusal of work during the week. Most states have claimants file their weekly certifications by telephone or Internet.

When a claimant becomes fully employed, or earns wages in excess of an allowable amount according to state law, they are not eligible for benefits. The primary root cause of UI improper payments is claimants who return to either full time or part time employment and fail to report their earnings for the week being certified.

When directed, an individual must report to their local UI Claims Office or One-Stop/Employment Service Office on the day and at the time scheduled to do so. If an individual fails to report as scheduled for any interview, benefits may be denied. An individual must continue to meet the eligibility requirements as stated in the previous section.

## UI Legislative Training e-Learning Proposal Description

### Statement of Work

**A. Project Objective:** To develop an online virtual training environment including the use of e-Learning modules, multimedia resources, the Internet, virtual classrooms, social media, and videoconferencing. The online e-Learning training programs **for adult learners** will replace the existing in-person Legislative Training Seminar with the appropriate combination of:

1. self-paced non-facilitated modules,
2. online prerecorded webinars or podcasts,
3. online live webinars with an interactive component,
4. online self-study modules,
5. online knowledge assessments,
6. online periodic live interactive Question & Answer (Q & A) sessions,
7. online discussions or forums, and
8. other media or approaches as determined to be valuable.

Ideally, the replacement of the current program should include a combination of: (1) a basic non-facilitated and self-paced program that the participant can take according to their own schedule and pace, and. (2) an advanced comprehensive course that includes webinar sessions and other media that builds upon the basic course which may be facilitated by OUI staff. (A more extensive discussion follows later in this document.)

### Course Objectives:

1. To explain and describe federal law requirements;
2. To explain, describe and illustrate the Legislative Review and Conformity process;
3. To review federal UC laws;
4. To improve communications between OUI and states in the Legislative Review process;
5. To review Unemployment Insurance Program Letters (UIPLs) and other departmental issuances; and
6. To support the states in developing, enacting, and implementing their state UC laws.

### B. Performance Requirements:

The contractor will perform the following work under the management and collaboration of ITSC and OUI staff:

- 1) Use the updated (2012) material contained in the Federal-State Unemployment Compensation Legislative Seminar training Manual (12 Chapters) as the foundation for the seminar content (***Provided with RFP***);
- 2) Consult with OUI staff throughout the development process to ensure all material developed is in conformance with federal and state UI Compensation Law;
- 3) Provide the capability to allow for a non-technical administrative user to add, to the training program, any new statutory enactments, regulations, UIPs, and Training and Employment Guidance Letters (TEGLs) that are deemed appropriate;

## UI Legislative Training e-Learning Proposal Description

- 4) Provide for modules to be implemented as standalone modules if possible;
- 5) Review the current classroom training material and other resources provided with this RFP, to develop an appropriate, cost effective e-Learning solution. The contractor should consider, but not be limited to the third party developed Prototype Solution included in this RFP below;
- 6) Design and produce a comprehensive modular e-Learning legislative training program that builds upon 1 thru 5 above, for state staff that need an in-depth understanding of UI conformity and compliance laws and regulations. Such a solution should consider but not be limited to a combination of:
  - a. Live webinars;
  - b. Social media to allow interaction between trainer and trainee, and between trainees,
  - c. Self-study modules with periodic live Q & A sessions;
  - d. Interactive, user-friendly PowerPoint presentations;
  - e. Lecture and facilitated discussion components. (Audio discussion to be moderated by OUI staff);
  - f. Knowledge assessments;
  - g. Appropriate tests;
  - h. A solution for a training program that could qualify for Continuing Legal Education credit. (See Appendix 4); and
- 7) Provide the tools and guidance necessary to allow non-technical OUI staff to make changes to existing modules and add new modules as appropriate.

### Deliverables

- 1) A comprehensive project plan that includes an overview of the proposed solution, assessment of the goals and objectives, relevance of the materials supplied to support the development of the proposed solution, and a description of any additional input or other items that the vendor deems appropriate. The project plan must include use the ITSC Project Management Plan outline provided, and provide clear details for how the vendor will fulfill each section.
- 2) A fully developed production schedule, with appropriate timelines. The time estimates in the schedule must be supported by storyboards (text, multimedia, graphics, programing, etc.) for each page that clearly describes the learning solution proposed by the contractor, including relevant learning modules and the schedule for development, testing plan, and customer review, for concurrence and approval by ITSC and OUI staff.
- 3) Draft of the e Learning course navigation elements, design prototype with a course management plan.
- 4) Delivery of an appropriate Authoring Tool, best suited to the overall design of the e-Learning solutions developed for this project, the tools could include desktop or server based tools. Desirable features include: ability of OUI staff to upload new information, create discussion forums, create and or revise assessment protocols and questions, deploy appropriate online learning community modules.

## UI Legislative Training e-Learning Proposal Description

- 5) Delivery of beta learning modules for review and approval by ITSC and OUI staff;
- 6) Delivery of comprehensive modular e-Learning legislative training program. Program must be SCORM (2004—4<sup>th</sup> Edition or latest version) and Sec 508 compliant with a trainer outline and respective notes, for review and approval by ITSC and OUI staff.
- 7) Vendors should propose an open source Learning Management System which provides at a minimum the ability to schedule and track students' progress.

### Suggested Prototype Solution

The Vendor is encouraged to provide the best solution but should consider the *Prototype Solution* (PS) discussed in Appendix 1, in arriving at a proposed solution. The PS was developed by an independent contractor with experience in e-Learning and with Unemployment Insurance. The PS recognizes that to meet the training needs envisioned by the OUI, with limited financial resources, as well as limited OUI staff time that a blended learning solution may be the best solution.

### Choosing the Best Solution

While a particular technology platform is not being recommended at this time, it is essential that the chosen vendor is well versed in design and delivery of distance learning solutions that are SCORM compliant and aligned with 508 compliance standards. Note: vendors must clearly identify how they will ensure these compliance requirements will be satisfied.

The provider of the solution must have expertise in adult learning principles, including instructional systems design, as well as expertise in the design and delivery of learning in blended formats inclusive of:

- Self-paced Print Learning;
- Self-paced e-Learning;
- Virtual Classroom Sessions; and
- Discussion Forums/Online Communication Platforms.

### *Self-Paced Print Learning*

The solution provider must have the ability to review the UI Legislative Manual and extract segments that may serve as reading assignments prior to the learner's participation in self-paced e-Learning and/or virtual classroom sessions. These segments must be provided as PDFs that may be accessed via e-mail or URL by registered participants.

## **UI Legislative Training e-Learning Proposal Description**

### ***Self-Paced e-Learning***

The solution provider must know how to effectively utilize software such as Adobe Presenter, Articulate, or other comparable SCORM compliant development tools that utilize PowerPoint with audio narrative and interactions to deliver the core content. The provider will use these tools combined with a good sense of e-Learning design to facilitate conversion of existing slides and audio transcripts into engaging self-paced e-Learning as appropriate.

### ***Virtual Classroom Design, Moderation and Facilitation Coaching***

The solution provider must have the ability to utilize PowerPoint to design engaging virtual classroom presentations that highlight key learning content and feature relevant interactions, such as polling, breakout room activities, use of a chat feature, and Q&A opportunities. The solution provider should also have the technical expertise to lend guidance around maximizing the capabilities of the virtual classroom platform (such as document and file sharing), address questions and concerns regarding connectivity and anonymity, and detail the advantages and disadvantages of recording live sessions so that they may be accessed by learners following the scheduled event.

### ***Online Discussion Forums Expertise***

The solution provider should be well versed in the value of discussion forums as an online means for SMEs to prepare and post questions to participants, and bridge communication and learning between distance learning sessions.

The provider should be able to clearly articulate the role of SMEs in the development of discussion forum topics (SMEs are required to dedicate small windows of time to posting questions on the forum, and reading and responding to comments and questions that participants post in response), as well as the merits of dedicating a forum moderator to review and approve questions and comments posed by participants before they are posted for full view.

There is an existing online forum available on the UI CoP, which is part of the Workforce3One portal. This UI CoP is password protected and is not open to the public. This forum may be explored for use as part of the Legislative Training offering.

### ***Potential Investment (Production Costs)***

In developing cost estimates, proposed vendors may consider estimates on the “mix” of learning content, which, taken together represent the over-all PS outlined above.

The use of discussion forums to support the training solution could leverage an existing infrastructure (such as the UI CoP or a similarly featured site), vendors should consider this in preparing cost estimates for this project.

Cost estimates may be based on the following assumptions:

## UI Legislative Training e-Learning Proposal Description

- **E-Learning Design**: Self-paced e-Learning modules should be designed in Adobe Presenter (or its equivalent). The use of this rapid design software carries with it multiple advantages, including:
  - More efficient, faster production cycle;
  - Flexible delivery options (website, email, inside a Learning Management System);
  - Compliance with 508 and SCORM standards; and
  - Easy navigation, familiar to many USDOL customers already.

The anticipated design could use substantial flash and other animations, be highly interactive and possibly imbed the video assets DOL has in inventory. (The video is suitable for web delivery and may be used, as intended here as a first step, stand-alone piece of the curriculum, with minimal effort in preparing it for delivery on the web.)

- **Reading Materials**: The Vendor should carefully consider the Legislative Training Manual, but in doing so, anticipate that these segments of the manual will be extracted and edited for this training application. As such, a vendor would be required to:
  - Identify selected elements of the Manual for reading activities for learners;
  - Revise and edit said elements – adding learning aids, key learning points, and other exercises and activities to make the content more suitable for learning and less “technical in nature.”
  - Add links, audio podcasts or other learning assets to support the learning objectives of the course as required.
- **Virtual Classroom Design**: The virtual (synchronous) sessions specified in this learning solution are designed to foster the learning that has been done in other media (e-Learning or reading resources) by adding a true “virtual classroom” to the learning environment. As such, these sessions will allow subject matter experts from OUI to engage with learners to answer questions, check for clarity in learning and advance the learning through real world experiences they can share. As such, these sessions are not designed as “information dumps” or one-way communications. Therefore, the vendor may provide professional instruction design by experienced virtual classroom professionals – enabling design elements that will help subject matter experts make the most of the environment and maximize interactions.

## **UI Legislative Training e-Learning Proposal Description**

### ***Acknowledging the Power of In-Person Training***

While it is expected that a topic such as the UI Legislative Training can effectively be delivered through the recommended Distance Learning Solution, it is fair to say that this approach will not only be a change to the learning approach, but to the culture as a whole. The added value of human-to-human personal connections with colleagues simply cannot be 100 percent replicated in a distance learning environment.

In the analysis of the in-person workshop training format, there appears to have been a strong and significant casual learning component to the training. This casual learning component was facilitated by the levels of trust built within the workshop between OUI staff and state staff. Particularly sensitive and often highly confidential state concerns and issues were frequently raised in the relatively safe context of face-to-face, off-site, interactions. This important added value of impromptu discussions and casual sharing might be forgone in a distance learning approach.

### **Place of Performance**

Work for this task will be done primarily off-site. Most meetings and activities can be managed through conference calls and webinars.

### **Travel**

Generally, travel will be to enable the vendor to meet with ITSC and OUI staff for a project kick off meeting and at least two project review meetings to be held at ITSC and/or USDOL offices in Washington, D.C. The kickoff meeting would last one day; the on-site review meetings would not exceed two days, but other off-site follow up meetings may be required as needed.

### **Estimated Project Timeline**

The period of performance for the setup and execution of the project is April 1, 2013 to October 31, 2013.

## UI Legislative Training e-Learning Proposal Description

### Delivery Schedule

<b>Task</b>	<b>Deliverable</b>	<b>Format</b>	<b>Distribution</b>	<b>Calendar Days After Project Start</b>
1a	Comprehensive project plan	Described in Appendix 5 plus supporting documents (Contractor-Determined Format)	Standard Distribution	45
1b	Fully developed production schedule	MS Project Template Provided in Appendix 6 plus supporting documents (Contractor-Determined Format)	Standard Distribution	90
1c	Ongoing Projects Reports	TBD	Standard Distribution	7 and as required
3	Draft of the e-Learning course navigation elements, design prototype with a course management plan	Contractor-Determined Format	Standard Distribution	120
4	Delivery of an appropriate Authoring Tool	Contractor-Determined Format	Standard Distribution	150
5	Delivery of beta learning modules for review and approval by ITSC and OUI	Contractor-Determined Format	Standard Distribution	150
6	Delivery of comprehensive modular e-Learning legislative training program	Contractor-Determined Format	Standard Distribution	240
* Standard Distribution: One copy of the transmittal letter <u>with</u> the deliverable to the ITSC Project Manager				



## UI Legislative Training e-Learning Proposal Description

### Proposal Structure

The following table details the required response outline and specifies the content of the response sections:

<b>Proposal Response Outline</b>			
<b>Section Number</b>	<b>Section Title</b>	<b>Max Points Allowed</b>	<b>Section Content</b>
1	Executive Summary	5	Summarize the RFP response; <b>(Max 3 pages)</b>
2	Technical Response	40	Technical approach, describe the proposed solution(s) <b>(Max 30 pages)</b>
3	Project Management	15	Project management process and experience of proposed key staff <b>(Max 15 pages)</b>
	Proposed Staff	10	
4	Previous project experience	10	Provide two examples of other similar projects related to the SOW and contact information for each project. <b>(Two pages/example). Vendors are also encouraged to submit links or CD/DVD's for examples of prior courses developed for projects referenced.</b>
5	Business Plan: Cost Estimates <b>(Submit Business Plan Separate from Technical Proposal)</b>	20	Each response should include a price breakdown of the proposed solution for each Phase. Pricing should include a detailed buildup of Labor costs, Other Direct Costs, Travel, and Fees. Sufficient detail should be utilized to support the work described in the RFP. <b>(Max 20 Pages)</b>
6	Terms and Conditions	NA	Acceptance of Terms and Conditions (Appendix 7)
7	Additional Information	NA	Confidentiality requirements and other information the vendor deems appropriate

### Additional Vendor Resources

Vendors who notify ITSC of their intent to submit a proposal will be provided with electronic copies of:

- 1) An updated Legislative Training Manual, all Chapters;
- 2) A Set of all available PowerPoints with associated speaker notes;
- 3) A set of all UIPLs listed in the proposal and any subsequent releases;
- 4) A set of available session transcriptions; [Audio and written transcripts of the 2009 Training session exists but covers only a portion of the sessions];
- 5) Questions extracted from resource documents;
- 6) 75<sup>th</sup> Anniversary Video;
- 7) A Chronology of Federal Unemployment Compensation Laws: and

## UI Legislative Training e-Learning Proposal Description

8) UC Federal State Partnership White Paper:

<http://www.ows.doleta.gov/unemploy/pdf/partnership.pdf>

### Project Cost

The project is a Firm fixed Price (FFP) deliverables based contract. The price quoted shall be all-inclusive. Note: the cost estimate should include a full buildup of costs and rates used to establish the FFP cost estimate. **Cost estimates should not exceed \$360,000.** Any proposal submitted above this amount will be deemed non-responsive.

### Project Payment Schedule and Acceptance

Final Project deliverables, deliverables acceptance criteria and payment schedule to be negotiated with the selected contractor upon project start. The OUI will have final editorial control over the content of the e-Learning training. The completed work product will become the property of USDOL. USDOL and states may freely use the completed training materials, and modify as needed.

### Hosting Requirements

The solution developed under this RFP will likely be hosted on either the ITSC Website or the Department of Labor's knowledge sharing site, Workforce3One. Specific information on the requirements of these two sites will be provided to potential vendors upon request. Vendors should consider the possibility that other sites might serve as host—if so, additional information will be provided. The Vendor should also be able to provide a vendor hosted environment supported by the vendors or a business partner. Source code will become the property of OUI, and will be made available to OUI and ITSC as it is created during the project, with a final 'refresh' of all delivered source code provided at the end of the project.

### Submission Information

Proposals must be submitted to:  
Joseph Vitale, Director ITSC  
Information Technology Support Center/CESER  
National Association of State Workforce Agencies  
25 E Street, NW  
Washington, DC 20001

Electronic versions of the proposal must be received at: [rfp\\_responses@itsc.org](mailto:rfp_responses@itsc.org) by **5:00 PM ET** on the due date.

### For Additional Information or Clarification

Due to the short time frame for interested vendors to respond to this RFP, NASWA/ITSC will hold a bidders webinar and teleconference question and answer session. This will be the only opportunity for interested vendors to ask questions for clarification on the RFP. NASWA/ITSC

## UI Legislative Training e-Learning Proposal Description

will answer all questions to the best of its ability during this webinar/teleconference. Questions may be submitted in advance via email and will be answered during the conference call. No questions will be addressed after the close of the webinar/teleconference call.

Joseph Vitale, ITSC Director  
 Information Technology Support Center  
 National Association of State Workforce Agencies  
 25 E Street, NW  
 Washington, DC 20001  
**Joe.Vitale@itsc.org**

### Basis for Award of Contract

The following criteria will be used to evaluate vendor proposals in the awarding of this contract:

<b>Proposal Response Review Criteria</b>			
<b>Section Number</b>	<b>Section Title</b>	<b>Max Points Allowed</b>	<b>Review Criteria</b>
1	Executive Summary	5	<ul style="list-style-type: none"> <li>• Provides a clear, concise overview of the proposal</li> </ul>
2	Technical Response	40	<ul style="list-style-type: none"> <li>• Overall Quality of Proposal,</li> <li>• Demonstrated understanding of the SOW,</li> <li>• Clear description of proposed solution(s),</li> <li>• Demonstrated ability to meet all deliverables, and</li> <li>• Description of the work assigned to any sub-contractors proposed for use on this project and the vendors past experience with them</li> </ul>
3	Project Management	15	<ul style="list-style-type: none"> <li>• Demonstrated understanding of sound project management principles and the capability to apply them to the work of this RFP,</li> <li>• A clearly described project management structure,</li> <li>• A project management plan, following the ITSC annotated outline provided in Appendix 5</li> <li>• A project schedule showing Initiate/ Plan/ Execute/ Monitor-Control/Close stages created using Microsoft Project, using the ITSC outline in Appendix 6</li> <li>• Project status reports that will be provided to the CESER-ITSC project manager, and</li> <li>• Description of how the work assigned to any sub-contractors will be managed.</li> </ul>
4	Proposed Staff	10	<ul style="list-style-type: none"> <li>• Demonstrated knowledge, skills, and experience</li> </ul>

## UI Legislative Training e-Learning Proposal Description

			of staff proposed to accomplish the work, including the time available of designated Key staff to commit to the project.
5	Previous project experience	10	<ul style="list-style-type: none"> <li>• Relevant demonstrations of past projects and/or client references the describe the project work and key staff that were assigned to the project, and</li> <li>• Consideration will be given to offeror’s reputation in terms of quality, problem resolution, business control, timeliness, business relations, and customer service</li> </ul>
<b>Proposal Response Review Criteria</b>			
Section Number	Section Title	Max Points Allowed	Review Criteria
6	Terms and Conditions	NA	
7	Business Plan: Cost Estimates <b>(Submit Business Plan as Separate from Technical Proposal)</b>	20	<ul style="list-style-type: none"> <li>• Business Plan</li> <li>• Cost Summary including: <ul style="list-style-type: none"> <li>• Itemized breakdown of all direct and indirect costs,</li> <li>• FTE’s by skill set needed for the project,</li> <li>• Hourly rate and the total hours by skill set,</li> <li>• Indirect rates,</li> <li>• Size of company, or organization, and</li> <li>• Length of time in business.</li> </ul> </li> </ul>
8	Additional Information	NA	

## UI Legislative Training e-Learning Proposal Description

### Appendix 1: Suggested Prototype Solution

#### *The Right Blend of Learning*

In lieu of the traditional in-person legislative workshop training, a blend of learning modalities inclusive of: reading, self-paced e-Learning, facilitated virtual classroom sessions, and online discussion forums to engage learners while enabling completion of the learning remotely from their offices is a desirable option.

Some of the UI Legislative content is dynamic in nature and will demand the flexibility to be modified on an as-needed basis—perhaps just weeks before the training is delivered. However, much of the content is static or well established, and will not change significantly unless legislative changes are enacted.

The PS proposes the development of each modality with the goal of providing the best media fit for the type of content (dynamic versus static), as well as to serve up a robust and engaging experience that in many ways offers benefits that cannot be accommodated by a traditional workshop or singular mode of distance learning, such as “just e-Learning” or “just virtual classroom sessions.”

The following are explanations of the suggested learning modalities and the benefits associated with each. It is important that the contractor selected to create the UI Legislative Distance Learning Solution has expertise in designing solutions within each modality.

#### *Reading*

Reading is an easy and familiar way for participants to obtain knowledge from which they will build and advance their skill level. At the core of the UI Training is a legislative **manual (The complete 2009 Manual and updated Chapters are available to potential vendors)** This manual serves more as a reference guide to legislation, processes and concerns, and is not designed for delivery as a training manual.

Segments of this manual may be assigned as readings to be completed in advance of starting a self-paced e-Learning session, or prior to the learner engaging in a virtual classroom session led by an OUI Subject Matter Expert (SME).

It is suggested that segments of the UI Legislative Manual will be considered required reading and will be provided as “assignments” in the form of PDFs that can be either emailed to, or downloaded by registered participants. The concepts shared in these readings may be expanded upon and reinforced in both self-paced and virtual classroom learning sessions. Note: OUI staff will work with the vendor to determine the appropriate segments to be included.

#### *Self-Paced e-Learning*

Those topics that are more static in nature can be delivered via self-paced e-Learning via Adobe Presenter or another similar rapid e-Learning development platform. These tools provide an

## UI Legislative Training e-Learning Proposal Description

interactive, narrated PowerPoint presentation, delivered over the Web that allows learners to gather information through screen content, graphics, animations, video, and engaging exercises.

Knowledge-checks offer learners a means of self-assessing whether key information is grasped and identifying topics that they “are struggling with.” These topics may, in turn, be expanded upon by SMEs in the virtual classroom environment. Should an interruption arise during the completion of self-paced e-Learning, the presentation may be stopped and restarted, and content may be revisited and reviewed as necessary.

The user interface is intuitive and the learning curve for navigating these presentations is minimal. In addition, updating and maintaining this type of self-paced content is easy to manage with a license to the development software. In terms of delivery, for example, Adobe Presenter offers flexible options. Courses may be viewed off a simple website link, stored in a Learning Management System (LMS), saved and distributed via DVD, or even attached to and sent along with a simple email message. Importantly, courses built with Adobe Presenter can be SCORM compliant (for delivery via an LMS) and offer the ability to meet Section 508 compliance.

### *Discussions Forum*

Discussion forums are an online means for Instructors and SMEs to post questions for participants and respond to questions posed by participants. Forums can be used to clarify topics in between completion of the learning sessions, as well as post-training as a searchable source of FAQs.

Discussion forums provide value in the sense that a question may be asked once and then shared with many. Instructors/SMEs may prepare questions in advance of the initial training and pose them on the forums. Participants from each session may then review and add to responses so as to build a forum of expertise.

SMEs are only required to dedicate time based on new questions posed by participants and may manage this by blocking small windows of time throughout the training to respond as needed. The purpose of the forum is to bridge communication and learning between sessions.

While it is not anticipated as a need, forums may be moderated so that questions and comments posed by participants are not posted for full view until they have been reviewed and approved by a dedicated forum moderator.

### *Virtual Classroom*

Due to the depth and complexity of content provided in the UI Legislative Training program, it is anticipated that learners may have questions regarding the content covered in the reading or self-paced e-Learning, or may simply need topics expanded upon for clarity and application purposes.

Participants will benefit from engaging with SMEs to hear their perspectives, learn, and receive responses to outstanding questions. In addition, SMEs have a unique perspective that may be time-sensitive and can only be shared in person. To provide clarification of information and

## **UI Legislative Training e-Learning Proposal Description**

allow for Q&A opportunities, we propose that self-paced e-Learning be supported by a virtual classroom sessions as appropriate.

Virtual classroom sessions are live, scheduled events that replicate the traditional live classroom experience over the Web. Virtual classroom facilitators may use this format to present and discuss PowerPoint slides; host polling opportunities that allow them to define their audience, and identify prevalent questions or concerns; gather questions via a chat feature; and share files, documents, and critical URLs with participants. Participants attend the virtual classroom session using their Internet connection and phone line; they may attend the event independently or with a group. And, they must have opportunities to present questions to the virtual classroom facilitator anonymously.

Virtual classroom sessions may be recorded and later accessed via a URL by those who were unable to attend the live event or by participants that wish to revisit key discussion points. However, recorded sessions should not be utilized in place of live virtual classroom sessions since the opportunity to interact with and ask questions of the facilitator is an advantage of the live event.

A secondary option in place of virtual classroom sessions is to utilize video conferencing. The challenge with video conferencing is that participants must refer to slides independently rather than refer to slides displayed by a facilitator, as can be done with a virtual classroom platform. In addition, interactions such as use of polling, sharing of desktop information, the chat feature, breakout rooms, and Q&A via audio—all of which are commonly native to virtual classroom platforms such as Adobe Presenter or WebEx – are not available.

### ***Logistics of Implementation***

The UI Legislative PS can be rolled out over a period of three (3) days. However, it is recommended that a five-(5)-week phased rollout be utilized.

As mentioned previously, the use of a hosting/distribution platform that provides the ability to capture basic registrant information and track that course assets were accessed by learners is desirable. It is also desirable to use a platform that learners will become accustomed to navigating, such as the OUI Community of Practice (CoP) or the ITSC SharePoint site to accomplish this task. Specific information for each site will be provided to potential vendors.

### ***Phased Implementation***

Implementation of the training over a period of weeks allows learning to be grasped and enables independent thought between sessions so as to drive better dialogue and facilitate better questioning when engaged with SMEs.

In addition, reports from self-check exercises within the e-Learning can be provided to SMEs so as to tailor discussion forum posts and virtual classroom dialogue to the topics that need the most expansion and/or reinforcement.

## UI Legislative Training e-Learning Proposal Description

This approach requires smaller chunks of time spread out over a period of weeks – potentially in early morning or during lunch, creating fewer disruptions to the workflows of participants and contributing SMEs. This phased approach also allows new topics to be added or existing virtual classroom sessions to be expanded easily.

While the example below presents the course over a period of five (5) weeks, it may be condensed over a period of two (2) weeks, if necessary. However, it is not recommended that the course be compressed into a single week as learners tend to lose attention and engagement when online learning is continuous over many hours within a single sitting. It is recommended that the training developer provide a “facilitator’s guide” to provide a blueprint of how learning will ultimately be deployed (whether as exemplified below or over some other time period), and include potential questions and discussion topics for facilitator’s to use in virtual classroom and discussion board sessions to advance the learning and support course learning objectives.

For example:

Week One: Three (3) hours of self-paced e-Learning is to be completed over the five-day work week. An online discussion forum will be available to capture questions/comments from learners on the topics in the self-paced learning.

Week Two: Eight and three-quarter hours (8.75) of combined reading (pre-work), self-paced e-Learning, and virtual classroom sessions with SMEs will be peppered over the work week. As with week one, an online discussion forum will extend the learning in between sessions.

Week Three: One (1) hour of combined self-paced e-Learning and a virtual classroom session with SMEs is to be completed. Again, an online discussion forum will capture questions/comments from learners on the topics discussed.

Week Four: Six and one-quarter (6.25) hours of combined reading (pre-work), self-paced e-Learning, and virtual classroom sessions with SMEs is to be completed. Again, an online discussion forum will capture questions/comments from learners on the topics discussed.

Week Five: Two and a half (2.5) hours of self-paced e-Learning is to be completed over the five work days in that week. An online discussion forum will again be available to capture questions/comments from learners on the topics discussed.

A one-hour (1-hour) closing or final virtual classroom session will wrap up the training and address any outstanding questions or needs of participants.

### ***Registration and Scheduling***

One to two months prior to the start of training, invitations will be sent to registered participants to set time aside on their calendars.



## UI Legislative Training e-Learning Proposal Description

SMEs will also have the schedule to set aside blocks of time to contribute to discussion forums and lead/contribute to virtual classroom sessions.

### Proposed Solution and Resources

Table 1, below, is a suggested flow for the proposed distance learning solution for UI Legislative Training, followed by a suggested calendar of how the training may be scheduled over a period of five weeks. Table 1, arrayed by Topic heading closely follows the construction of the Legislative Training Manual used as a resource book for the in-person training. See Appendices 2 and 3 for a detailed outline of the construction of the Manual and a listing of the information contained in each section. All of the material is available to confirmed bidders and fully described in the Vendors Resource Table in the RFP. Two additional topics are displayed, in Table 1 including the UI 75<sup>th</sup> anniversary video (available) and an extended history of the UI Program PPT included.

In Table 1 the various sources of information available for each topic are displayed. The sources include: 1) A detailed topic outline for each Training Manual (TM) Chapter, 2) PowerPoint Presentations (PPT), and if speakers notes (SN) are available, and 3) Transcripts for presentations (T), note transcripts are transcribed from informal recordings and may not be complete.

The potential bidders should consider the time suggested for each topic as rough estimates and should provide revised estimates as each vendor deems appropriate to cover the subject matter and to achieve the learning outcomes.



**Table 1: Proposed flow of e-Learning Solution and Learning Objectives**

*Week 1*

Topic	Proposed Delivery Method	Estimated Learning Time	Learning Objectives	Relevant Resources
Introduction				Seminar Objectives Training Manual (TM) Chapter I PPT (1) Federal Update
75 <sup>th</sup> Anniversary of UI Video	Self-paced Video Review Online	1 hour	To gain a broad understanding of the history, complexity and goals of the UI Program	Video (1) 75 <sup>th</sup> Anniversary
History of the Federal State UI Program	Self-paced e-Learning (e.g., Adobe Presenter) with Timeline Activity*	1 hour	To develop an understanding of the philosophical underpinnings of the UI program and the development of the Federal UC law and regulations.	PPT(2)-SN-T History For Training
Federal Conformity and Compliance Process	Self-paced e-Learning (e.g., Adobe Presenter) with examples (“Click each state to learn more.”)*	45 minutes to 1 hour	To understand the various provisions of Federal law pertaining to the UI program, and the process for obtaining certification for credit against the FUTA tax, and the consequences of being out of conformity or compliance.	PPT (3)-SN Coverage TM chapter II TM Chapter III
Discussion Forum	Questions posted online by SMEs to generate/extend dialogue from participants	Ongoing	To facilitate an understanding of the conformity compliance process.	T-Immediate Deposit and Withdrawal
<b>PARTICIPANTS HAVE A WEEK TO COMPLETE 3 HOURS OF LEARNING</b>				
*SMEs can get reports of participant responses to e-Learning activities to better tailor Discussion Forum posts to topics that need the most expansion or reinforcement.				

## UI Legislative Training e-Learning Proposal Description

### Week 2

Topic	Proposed Delivery Method	Estimated Learning Time	Learning Objectives	Relevant Resources
Coverage Requirements	Self-Paced e-Learning (Adobe Presenter)*	1 hour	To develop an understanding of when Federal law requires that certain services may, or must, be covered under a state UC law.	PPT (3)-SN Coverage TM Chapter IV
Coverage Requirements Virtual Classroom Session	Virtual classroom with SMEs: Interactive Discussion to Reinforce Key Concepts and Q&A	1 hour	To develop an understanding of the IRS test for when an employment relationship exists and other provisions of Federal law either including or excluding service as employment.	
Experience Rating Requirements	Pre-work (learners read binder content), then complete Self-Paced e-Learning (Adobe Presenter)*	1 hour and 45 minutes (45 minutes Pre-work; 1 hour Self-paced e-Learning)	To develop an understanding of the requirements of Federal law relating to the computation of state unemployment taxes, and the option of certain employers to reimburse the UC fund for benefit costs.	PPT (4)-SN-T Experience Rating TM Chapter V
Experience Rating Requirements Virtual Classroom Session	Virtual classroom with SMEs: Interactive Discussion to Reinforce Key Concepts and Q&A	1 hour	To develop an understanding of the purpose of experience rating and how Federal law affects the different state tax systems to experience rate employers.	
Benefit Standards	1-hour Self-Paced e-Learning (Adobe Presenter)*	2 hours	To develop an understanding of specific conformity requirements in Federal law relating to benefit eligibility and disqualification provisions.	PPT (5)-SN-T Extended Benefits PPT (6)-SN-T Required Coverage & Between Terms PPT(7)-SN Approved Training PPT (8)-SN Labor Standards PPT (9 )-SN Cancelation of Wage

## UI Legislative Training e-Learning Proposal Description

				Credits Or Total Reduction of Benefit Rights PPT (10)-SN Eligibility of Pregnant Claimants and Denial PPT (11)-SN Treatment of Retirement Pay PPT (12) Double Dip PPT (13)-SN Withholding of Federal Income Tax PPT (14) T UC paid Thru PEOs PPT (15) SN Aliens PPT (16) Interstate and CWC  TM Chapter VI  T Remainder of Benefit Standards  T Pregnant Claimants  T Athletes Through UI Mod
Benefit Standards Virtual Classroom Session	Virtual classroom with SMEs: Interactive Discussion to Reinforce Key Concepts and Q&A	2 hours	To develop an understanding of the various standards through detailed analysis of the applicable Federal law.	
Discussion Forum	Questions posted by SMEs to generate dialogue from participants	Ongoing	To respond to inquiries from participants regarding the benefit standards.	
<b>PARTICIPANTS HAVE A WEEK TO COMPLETE 8.75 HOURS OF LEARNING</b>				
*SMEs can get reports of participant responses to e-Learning activities to better tailor discussion forum and virtual classroom sessions to topics that need the most expansion or reinforcement.				

## UI Legislative Training e-Learning Proposal Description

### Week 3

Topic	Proposed Delivery Method	Estimated Learning Time	Learning Objectives	Relevant Resources
Case Study Examples for Discussion	Interactive Q&A virtual classroom session with SMEs	1 hour	To develop a detailed understanding of the conformity and/or compliance issues with respect to the most intricate benefit standards.	
Discussion Forum	Questions posted by SMEs to generate dialogue from participants	Ongoing	To develop an understanding of the benefit eligibility and disqualification provisions through examples and discussion.	
<b>PARTICIPANTS HAVE A WEEK TO COMPLETE 1 HOURS OF LEARNING</b>				
*SMEs can get reports of participant responses to e-Learning activities to better tailor discussion forum and virtual classroom sessions to topics that need the most expansion or reinforcement.				

### Week 4

Topic	Proposed Delivery Method	Estimated Learning Time	Learning Objectives	Relevant Resources
Immediate Deposit/Withdrawal Standard	Pre-work (read binder), then Self-Paced e-Learning (Adobe Presenter).	1 hour (30 minutes Pre-work; 30 Self-paced e-Learning)	To develop an understanding of the unemployment trust fund and the requirements of Federal law pertaining to the deposit of money into the fund and permissible use and limitations on such funds.	PPT (17)-SN Trust Fund Flow and Reed Act TM Chapter VIII
Immediate Deposit/Withdrawal Standard Virtual	Virtual classroom session with SMEs: Interactive Discussion to Reinforce	1 hour	To develop an understanding when money is in the unemployment fund and how it may, or may not be	

## UI Legislative Training e-Learning Proposal Description

Classroom Session	Key Concepts and Q&A		used, for certain purposes.	
Title XII/Bonding/Advances	Pre-work (read binder), then Self-Paced e-Learning (Adobe Presenter)	45 minutes (15 Pre-work; 30 Self-paced e-Learning)	To develop an understanding of the provisions of Federal law when a state borrows money from the unemployment fund to pay benefits and how such funds must be repaid.	PPT (18)-SN-T Title XII Advance and Repayment Process  TM Chapter IX
Title XII/Bonding/Advances Virtual Classroom Session	Virtual classroom session with SMEs: Interactive Discussion to Reinforce Key Concepts and Q&A	1 hour	To develop an understanding of the loan advance process and the effect on future tax credits if the loan is not repaid in a timely manner.	
Administrative Requirements	Self-Paced e-Learning (Adobe Presenter)	1.5 hours	To develop an understanding of the requirement of Federal law that states employ methods of administration to insure payment when due, and other operational standards states must follow in administering their UC law.	PPT (19)-SN Methods of Administration  TM Chapter X  T Methods
Administrative Requirements Virtual Classroom Session	Virtual classroom session with SMEs: Interactive Discussion to Reinforce Key Concepts and Q&A	1 hour	To develop an understanding of various provisions in the Social Security Act and federal regulations relating to the administration of state UC laws.	
Discussion Forum	Questions posted by SMEs to generate dialogue from participants	Ongoing	To develop an understanding of how state administrative procedures may raise conformity or compliance issues.	

**PARTICIPANTS HAVE A WEEK TO COMPLETE 6.25 HOURS OF LEARNING**

\*SMEs can get reports of participant responses to e-Learning activities to better tailor discussion forum and virtual classroom sessions to topics that need the most expansion or reinforcement.

## UI Legislative Training e-Learning Proposal Description

### Week 5

Topic	Proposed Delivery Method	Estimated Learning Time	Learning Objectives	Relevant Resources
Appeals	Self-Paced e-Learning (Adobe Presenter)	45 minutes	To develop an understanding of the requirement in Federal law that state law must provide the right to an unemployment appeal and the requirements and operational standards relating to appeals.	PPT(20)-SN-T Appeals 2009 TM Chapter XI
Confidentiality/Required Disclosure	Self-Paced e-Learning (Adobe Presenter)	45 minutes	To develop an understanding of the requirement in Federal law that UC information is confidential, and may only be disclosed as authorized in Federal and state law.	PPT (21)-SN-T Confidentiality & Disclosure TM Chapter XII
UI Legislative Training Wrap Up/Closing Virtual Classroom Session	Discussion with SMEs, clarification of questions and closure of training	1 hour	To develop an understanding of how the conformity and compliance requirements of Federal law affect review of state legislation.	
<b>PARTICIPANTS HAVE A WEEK TO COMPLETE 2.5 HOURS OF LEARNING</b>				



### Draft 5-Week Prototype Calendar

	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1	History of the Federal State UI Program Video and Self-Paced e-Learning	Pose/Answer SME Questions on Discussion Forum	Federal Conformity and Compliance Process	Pose/Answer SME Questions on Discussion Forum	
Time = 3 hours	2 hour	Per contributions to forum	1 hour	Per contributions to forum	
Week 2	Coverage Requirements Self-Paced e-Learning Pose/Answer SME Questions on Discussion Forum	Coverage Requirements Virtual Classroom Session with SMEs Experience Rating Requirements Reading and Self-paced e-Learning	Experience Rating Requirements Virtual Classroom Session with SMEs	Benefits Standards Self-Paced e-Learning	Benefits Standards Virtual Classroom Session with SMEs Pose/Answer SME Questions on Discussion Forum
Time = 8.75 hours	1 hour + per contributions to forum	2.75 hours	1 hour	2 hours	2 hours + per contributions to forum
Week 3	Conformity and/or compliance issues with respect to the most intricate benefit standards. Self-Paced e-Learning	Pose/Answer SME Questions on Discussion Forum	Conformity and/or compliance issues with respect to the most intricate benefit standards. Virtual Classroom Session with SMEs	Pose/Answer SME Questions on Discussion Forum SMEs	



## UI Legislative Training e-Learning Proposal Description

	Monday	Tuesday	Wednesday	Thursday	Friday
Time = 1 hour	1 hour	per contributions to forum	1 hour	per contributions to forum	
Week 4	Immediate Deposit/Withdrawal Standard Reading and Self-Paced e-Learning	Pose/Answer SME Questions on Discussion Forum	Immediate Deposit/Withdrawal Standard Virtual Classroom Session with SMEs Title XII Reading and Self-Paced e-Learning	Administrative Requirements Self-Paced e-Learning Pose/Answer SME Questions on Discussion Forum	Administrative Requirements with SMEs
Time = 6.25 hours	1 hour	per contributions to forum	1.75 hours	1.5 hours+ per contributions to forum	1 hour
Week 5	Appeals Self-Paced e-Learning	Confidentiality/ Required Disclosure Self-Paced e-Learning	Pose/Answer SME Questions on Discussion Forum	Closing Virtual Classroom Session	
Time = 2.5 hours	.75 hour	.75 hour	Per contributions to forum	1 hour	
TOTAL TIME ALLOCATED OVER 5 WEEKS = 21.5 HOURS					

## UI Legislative Training e-Learning Proposal Description

### Appendix 2: Outline of Material in Legislative Training Manual

<b>First Day (1/2 Day)</b>	
Time Allocated (minutes)	Subject
30	Welcome / Introductions / Seminar Objectives
15	Status of Pending Legislation & Other Initiatives
105	History of Federal State UI Program
75	The Federal Conformity / Compliance Process and Overview of Federal Law
<b>Second Day (Full Day)</b>	
75	Coverage Requirements Federal System of Tax Credits
165	Experience Rating Requirements: <ul style="list-style-type: none"> <li>• “Uniform Method</li> <li>• Types of Systems</li> <li>• Method of Charging</li> <li>• Noncharging</li> <li>• New Employers</li> <li>• Reimbursement</li> </ul>
150	Benefit Standards: <ul style="list-style-type: none"> <li>• Extended Benefits</li> <li>• Between Terms</li> <li>• Others</li> <li>• 60 Minute Video</li> </ul>
<b>Third Day</b>	
90	Benefit Standards Continued
60	Q & As; Examples for Discussion
<b>Fourth Day</b>	
210	Immediate Deposit / Withdrawal Standard <ul style="list-style-type: none"> <li>• Cash Management</li> <li>• Permissible Withdrawals</li> <li>• Permissible Deductions</li> <li>• Relation to Eligibility</li> <li>• Reed Act Uses (UI Modernization Fund—not an RFP requirement)</li> </ul>
75	Title XII Advance to State Unemployment Funds
120	Administrative Requirements <ul style="list-style-type: none"> <li>• Methods of Administration</li> <li>• Java</li> </ul>
<b>Fifth Day (1/2 day)</b>	
60	Appeals
60	Confidentiality / Required Disclosure

## UI Legislative Training e-Learning Proposal Description

### Appendix 3: Legislative Training Manual Contents

2009 Version—Revised 2012

Section Tab	Curriculum	Type	Pages	Other Content	Type	Pages
<b>I Introduction</b>						
	Status Federal Legislation	PPT	18			
	Objectives	Text	1			
<b>II Fed Law Provisions</b>	<b>Curriculum</b>	<b>Type</b>	<b>Pages</b>	<b>Other Content</b>	<b>Type</b>	<b>Pages</b>
	Index to Federal Law	Text	3			
				FUTA Chapter 23	Text	32
				Fed-St Extended UC Act	Text	11
				Social Security Act	Text	41
				Other US Code	Text	
				Title 5 Chap 85 Unemployment Comp	Text	8
				Title 18 Chap 93 Public Officers & Employees	Text	1
<b>III Conformity / Compliance Process</b>	<b>Curriculum</b>	<b>Type</b>	<b>Pages</b>	<b>Other Content</b>	<b>Type</b>	<b>Pages</b>
	Overview of Fed Law Requirements	Text	3			
	Cert & Conformity Procedures	Text	4			
	CFR 20-601	Text	2			
	Results of Failure to Meet Fed Requirements	Text	3			
				Legal Authority of UIPLs etc.	UIPL 1-96	1
				Required Submission of Form MA 8-7	UIPL 27-07	6
<b>IV Coverage / FUTA Tax Credit</b>	<b>Curriculum</b>	<b>Type</b>	<b>Pages</b>	<b>Other Content</b>	<b>Type</b>	<b>Pages</b>
	Coverage	Text	14			
	Coverage	Text	5			

## UI Legislative Training e-Learning Proposal Description

	Examples Discussion					
	FUTA Payroll Tax	Text	5			
	FUTA Tax Computation	TEXT /Formulas	6			
	FUTA Tax Credit Examples Discussion	Text	2			
				NY Conformity Results	UIPL 24-75	14
				Work Relief & Work Training Exclusions	UIPL 30-96	6
				Treatment of Indian Tribes Under Fed Law	UIPL 14-10	19
<b>V Experience Rating</b>	<b>Curriculum</b>	<b>Type</b>	<b>Pages</b>	<b>Other Content</b>	<b>Type</b>	<b>Pages</b>
	Experience Rating	Text	11			
	SUTA Dumping	Text	2			
	Financing for Govt. & Non-profits Options	Text	5			
	Experience Rating Examples	Text	8			
				General Principles of ER	UIPL 29-83	15
				Uniform Method for Measuring Experience of Employers	UIPL 29-82 Chg 1	4
				Experience Rating Permissible Secondary Adjustments	UIPL 29-82 Chg 2	4
				Transfers of Experience	UIPL 29-82 Chg 3	10
				Sec 3304 (a) (6) (B) & 3309 (a) (2) of FUTA Liabilities of Reimbursable Employers	UIPL 44-93	6
				Consideration of Former Employees Income in ER Comp	UIPL 13-99	4
				SUTA Dumping	UIPL	17

## UI Legislative Training e-Learning Proposal Description

				Amendments Q&As	30-04	
				SUTA Dumping Amendments Q&As Additional Guidance	UIPL 30-04 Chg 1	9
<b>VI Benefit Standards</b>	<b>Curriculum</b>	<b>Type</b>	<b>Pages</b>	<b>Other Content</b>	<b>Type</b>	<b>Pages</b>
	Compensation Paid thru Public Employ Offices	Text	2			
	Labor Standards	Text	4			
	Equal Treatment of Employees: Government, Tribes, Non-profits	Text	2			
	Between & Within Terms Denial	Text	8			
	Double Dip	Text	2			
	Claimants in Approved Training	Text	3			
	Interstate Claims and Combined Wage Claims	Text	2			
	Cancellation of Wage Credits or Tot Reduction of Benefit Rights	Text	5			
	Extended Benefits	Text	8			
	Eligibility of Pregnant Claimants	Text	3			
	Denial of Benefits to Athletes	Text	2			
	Eligibility of Aliens	Text	3			
	Treatment of Retirement Pay	Text	4			
	Voluntary w/h of Fed Income Tax	Text	3			
	Benefit Standards Examples	Text	7			

## UI Legislative Training e-Learning Proposal Description

				Principles Underlying Prevailing Conditions of Work Standard	UCPL 130	30
				Principles Underlying Prevailing Conditions of Work Standard Revised	UIPL 984	6
				Claimants in Training	UIPL 1276	7
				Eligibility for Aliens for UC	UIPL 1-86	9
				Aliens Permanently Residing in US Under Color of Law	UIPL 1-86 Chg 1	9
				Pension Offset Requirements Under FUTA	UIPL 22-87	7
				Treatment of Retirement Pay – Employee Contributions	UIPL 22-87	5
				Definition of “Work” for Section 3304(a)(7)	UIPL 18-92	5
				Withholding of Income Tax from UC	UIPL 17-95	13
				Priority of withholding From UC	UIPL 17-95 Chg 1	3
				Approval of Training for Individuals who Reside in or File from another state	UIPL 2-96	4
				Voluntary w/h of Federal Income Tax from UI Benefits	UIPL 32-96 Q&As	7
				Use of Services Performed by Professional Athletes Between Seasons	UIPL 18-98	5
				Application of Prevailing Conditions of Work Requirements	UIPL 41-98	11
				Application of Prevailing Conditions of Work Requirements	UIPL 41-98 Chg 1	8
				Pell Grants and Payments to Individuals in App Training	UIPL 21-08	7
				Pell Grants and Payments to Individual in App	TEGL 21-08	3

## UI Legislative Training e-Learning Proposal Description

				Training	Chg 1	
				Interstate Arrangements for Combining Employ and Wages, New Def of Paying State	UIPL 1-09 Q&As	10
				Recovery of UC Debts Due to Fraud from Fed Inc Tax Returns	UIPL 2-09	12
				Treatment of Pension Rollover Distributions	UIPL 10-09	3
				Extended Benefit Program Temp Changes by Assist for Unemployed Workers and Struggling Families Act	UIPL 12-09 Q&As	7
				Ext Benefit Program Temp Changes by Assist for Unemployed Workers and Struggling Families Act	UIPL 12-09 Chg 1 Q&As	12
VII UI Modernization	Curriculum	Type	Pages	Other Content	Type	Pages
<b>Note: Chapter VII is not included in this RFP (UI Modernization Fund—not an RFP requirement)</b>						
VIII Immediate Deposit / Withdrawal	Curriculum	Type	Pages	Other Content	Type	Pages
	Immediate Deposit / Withdrawal Standards Background and General Applications	Text	4			
	Withdrawal Std & Payment of Compensation	Text	4			
	Self-Employment Assistance	Text	3			
	Worksharing / Short- Time Compensation	Text	4			
	Child support & Food Stamp Intercept	Text	4			

## UI Legislative Training e-Learning Proposal Description

	Offsetting of Certain Overpayments	Text	2			
	IRS Levy of UC Benefits	Text	1			
	Immediate Deposit and Withdrawal Std Examples for Discussion	Text Q&A	3			
	Structure of Unemployment TF Title IX, SSA	Text & Charts	3			
	Reed Act Distributions (UI Modernization Fund—not an RFP requirement)	Text & Chart	5			
	Reed Act Distributions Disc Examples (UI Modernization Fund—not an RFP requirement)	Text	3			
				Sec’s Dec on South Dakota Conformity Hearing Disq of BP Wages Over \$6,000	UIPL 787	14
				Permissible Deductions From Payments of UC	UIPL 45-89	7
				Payment of Interest From State Unemployment Fund	UIPL 11-92	5
				The Reed Act Provisions of Title IX SSA	UIPL 39-97	26
				Reed Act Distribution	TEGL 18-01 Q&As	14
				Reed Act Q&As	TEGL 18-01 Chg 1	5
				Repayment of Non-Federal Loans used to Pay UC	UIPL 7-04	3
				Immediate Deposit and W/D Stds Intercept of	UIPL 9-08	2



## UI Legislative Training e-Learning Proposal Description

				refunds of Erroneous Employer Contributions		
				Treatment of Fees Collected by State Child Support Agencies	UIPL 14-08	3
<b>IX Advances / Loans</b>	<b>Curriculum</b>	<b>Type</b>	<b>Pages</b>	<b>Other Content</b>	<b>Type</b>	<b>Pages</b>
	Advances to State Unemployment Funds	Text	10			
				Procedures for Requesting and Repaying Title XII Advances from FUA	UIPL 22-02	10
				Optional Electronic Procedures for Requesting and Repaying Title XII Advances from FUA	UIPL 22-02 Chg 1	6
				Title XII Advances Whether Amts Are Available for Payment of Benefits and Establishment of Admin Sub-accounts	UIPL 32-09	5
<b>X Administration</b>	<b>Curriculum</b>	<b>Type</b>	<b>Pages</b>	<b>Other Content</b>	<b>Type</b>	<b>Pages</b>
	Overview	Text	2			
	Methods of Administration Payment When Due Sec 303(a)(1) SSA	Text	6			
	Merit System Requirement 303(a)(1) SSA	Text	3			
	Profiling 303(a)(10) & 303(j)(1) SSA	Text	2			
	Cost Principles Administration Disc Examples	Text Q&A	7			
				Appendix A to Part 614 Std for Claim Filing, Claimant Reporting, Job Finding, & Employment Services	Text ES Manual Sec 5000-5004	9
				Supreme Court Decision	Text	8

## UI Legislative Training e-Learning Proposal Description

				California HR Dept. vs. JAVA		
				Payment of Compensation and Timeliness of Determinations during a Cont Claim Series	UIPL 04-01	4
				Procedures for Implementing the JAVA Decision	Attach to 04-01 org UIPL 1145	24
				Outsourcing of UC Admin Functions	UIPL 12-01	12
				Application of State-Wide Personnel Actions, Including Hiring Freezes to UI Program	UIPL 18-09	2
				Application of State-Wide Personnel Actions, Including Hiring Freezes to UI Program	UIPL 09-98	3
<b>XI Appeals</b>	<b>Curriculum</b>	<b>Type</b>	<b>Pages</b>	<b>Other Content</b>	<b>Type</b>	<b>Pages</b>
	Appeals	Text	7			
	Appeals Disc Examples	Text Q&A	2			
				Req. that UI Appeals Hearings be Simple, , & Inexpensive	UIPL 26-90	3
<b>XII Confidentiality / Required Disclosure</b>	<b>Curriculum</b>	<b>Type</b>	<b>Pages</b>	<b>Other Content</b>	<b>Type</b>	<b>Pages</b>
	Confidentiality Requirement of 303(a)(1) SSA	Text	3			
	Required Disclosure	Text & Table	8			
	Income & Eligibility Verification Sys	Text	3			
	The Save Program (Systematic Alien Verification for	Text	3			

## UI Legislative Training e-Learning Proposal Description

	Entitlements)					
	Confidentiality and Required Disclosure Disc Examples Q&AS	Text	3			
				Amendments Made by PL 98-369 Deficit Reduction Act 1984	UIPL 1-85	20
				Amendments Made by PL 98-369 Deficit Reduction Act 1984	UIPL 1-85 Chg 1	2
				Implementation of the State Income and Eligibility Verification System	UIPL 24-86	6
				Effect of Immigration Reform and Control Act on UC Procedures	UIPL 11-88	6
				Bases on Which Sec. Will Grant Waivers of Certain Participation in Alien Status Verification System	UIPL 26-88	12
				The Balanced Budget Act of 1997 and the Taxpayer Relief Act of 1997	UIPL 44-97	12
				Procedures for Verification of Alien Status	UIPL 7-98	4
				UC Confidentiality & Disclosure of State UC Information Final Rule	Federal Register	21
Total			233			691

## UI Legislative Training e-Learning Proposal Description

### Appendix 4: Continuing Legal Education Units

**Continuing Legal Education Credits:** (From Wikipedia)

**Continuing legal education (CLE;** also known as **MCLE (mandatory or minimum continuing legal education)**) is professional education of lawyers that takes place after their initial [admission to the bar](#). In many states in the United States, CLE participation is required of [attorneys](#) to maintain their license to practice law. CLE requirements exist in many other jurisdictions, such as in [British Columbia](#), Canada. Some jurisdictions, such as the [District of Columbia](#) and [Israel](#) recommend but do not require lawyers to participate in CLE.

In the United States, CLE accreditation is given on a state-by-state basis. There is no nationwide accreditation since CLE programs are administered by the [state supreme courts](#) through special CLE Commissions or Boards.<sup>[1]</sup>

[http://www.americanbar.org/publications\\_cle/mandatory\\_cle/mcle\\_states.html](http://www.americanbar.org/publications_cle/mandatory_cle/mcle_states.html)

CLE credit usually have set hour requirements over a period of years, sometimes with specific hour requirements for special topics including, but not limited to, [ethics](#), [diversity training](#), elimination of bias, [professional responsibility](#), basic skills, [substance abuse](#), professional, prevention of [malpractice](#), attorney-client disputes and other topics. Credit towards fulfilling CLE requirements is obtained by attending classes, courses, seminars and self-study.

In recent years, many states allow CLE activities to be taken [on-line](#) as part of [distance education](#) courses or by listening to audio downloads. Often, a portion of CLE requirements may be satisfied through reading and other self-study as well. CLE activities are usually taught by attorneys and cover [legal theory](#) as well as practical experiences in legal practice. Classroom materials can be extensive and may represent the most current and advanced thinking available on a particular legal subject. Competency testing is usually not required as part of CLE.

Examples of State Criteria:

**PA:** Approved ABA Live Program Formats Live, in-person meetings (e.g., National Institutes). Pennsylvania does not recognize self-study (e.g., recorded programs on CD, DVD, etc.) as a format.

**AZ:** Arizona does not certify MCLE courses or providers. Arizona lawyers must independently review AZ MCLE regulations and make their own determination that a program qualifies for credit towards their MCLE requirements

**IL:** The ABA is an Accredited CLE Provider in Illinois and is approved for the following formats:

## UI Legislative Training e-Learning Proposal Description

**Approved ABA Live Program Formats:** Live, in person meetings (e.g., National Institutes) Webinars and Teleconferences

**Approved ABA CLE Product Formats:** CDs, CD-ROMs, and DVDs\*  
On-Demand Online Courses\* CLE Downloads\*

**KS:** The ABA is an accredited provider in Kansas and submits applications for each in-person program:

**Approved ABA Live Program Formats:** Live, in-person meeting (e.g., National Institute)

**Approved ABA CLE Product Formats:** Kansas does not approve ABA-self-study programs and products.

**MN:** MCLE Requirements: Coming soon.  
Approval of ABA Programs: Coming soon.

**MI:** MCLE Requirements  
Michigan does not have an MCLE requirement at this time.

**MD:** MCLE Requirements  
Maryland does not have an MCLE requirement at this time

**Appendix 5: Project Management Plan Outline**



**Project Management Plan Outline**

**ITSC**

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**Date: 02/28/2012**

# UI Legislative Training e-Learning Proposal Description

## **Introduction**

At start of each project vendors must create a project management plan for ITSC approval, including, at a minimum, the sections described in this document.

## **Project Management Plan Outline**

1. PROJECT SCOPE SUMMARY / DELIVERABLES LIST
  - a. Provide a description of the project and its goals. (Approximately one page.)
  - b. State all agreed to deliverables in the vendor contract, along with the price for each deliverable and the start and completion dates from the first schedule baseline for the project.
  
2. PROJECT COMMUNICATIONS
  - a. Identify all Project Points of Contact (POCs) and rolls.
  - b. Methods of communications, email, phone, face to face, etc.
  - c. Escalations, and escalation criteria.
  - d. Format and Frequency of regular team meetings.
  - e. Format of weekly status reports.
  
3. SCHEDULE MANAGEMENT
  - a. Use MS Project to create project schedules. Structure each project schedule by the 'PMI' process groups – Initiate, Plan, Execute, Close, Monitor-Control (this contains recurring meetings etc), and have a short header at the top for dates and three blank lines where comments can be added later if needed. (See ITSC provided template.)
  - b. All deliverables in contract must be on the schedule, and named the same. Add any additional detail and dependencies as necessary for project tracking.
  - c. Include a project kick-off meeting.
  - d. Include a milestone (a zero length task) for each deliverable, and also for each sign-off on each deliverable for tracking purposes. Keep schedule in sync with weekly project status reports.
  - e. Assign a resource to each task for tracking and leveling purposes, use 'duration' for putting in time estimates, unless otherwise agreed to with ITSC.
  - f. Baseline the project schedule upon agreement with ITSC, for project tracking purposes.
  - g. The schedule is updated weekly, for issue with the weekly report, but any schedule issues must be reported immediately without waiting until the next report.
  
4. COST MANAGEMENT
  - a. Provide project budget at start of project, identify price for each deliverable.
  - b. Provide weekly planned/actual/forecast update in weekly report (highlight any current or upcoming issues).

## UI Legislative Training e-Learning Proposal Description

### 5. PROJECT SCOPE MANAGEMENT

- a. This is a fixed price contract so no changes to project scope are anticipated. See change management if a scope change is required.

### 6. CHANGE MANAGEMENT

- a. If a schedule change is required the proposed updated schedule must be submitted to the ITSC for sign-off.
- b. The period of performance of the contract should be written to be 4 weeks longer than the first baseline schedule, so that there is some flexibility in making schedule changes without having to update vendor contract. Note the period of performance is a separate item from the agreed to scheduled project completion date.
- c. If a scope change is required that does, or does not, incur a cost to the ITSC then the change must be discussed verbally in advance of submitting a formal change request to ITSC.

### 7. QUALITY MANAGEMENT

- a. Propose deliverable review process for use on this project and include in the schedule. Iterative review process may be beneficial for some deliverables, if agreed to with the ITSC.
- b. Propose process for agreement of acceptance criteria for each deliverable with ITSC, at the start of the project.

### 8. RISK MANAGEMENT

- a. Identify all risks (scope/schedule/cost/staffing/etc) at outset of project, together with a mitigation or avoidance strategy for each negative risk.
- b. Also identify any possible opportunities ('positive risks') that may exist and how these may be exploited.
- c. Monitor risks during course of project and report status and update of each in the weekly status meeting. Newly arising serious risks must be reported immediately.

### 9. STAFFING

- a. ITSC must approve the staff to be used by the vendor at the start of the project.
- b. ITSC must be notified well in advance of any proposed vendor staffing changes, and a seamless transition to the new staff member be performed by the client.
- c. ITSC must approve the new vendor staff prior to them joining the project.

### 10. PROJECT CLOSING

- a. Assist ITSC in finalization of all deliverable sign-offs, final invoice submissions, and any project and contract completion sign-offs.
- b. Review and contribute to ITSC lessons learned log for project (and participate in a review meeting if time is available).



# UI Legislative Training e-Learning Proposal Description

## Appendix 6: Draft Project Schedule

ID	Task Name	Duration	% Complete	Start	Finish	Predecessors
<b>1</b>	<b>ITSC Project Name</b>	<b>128 days</b>	<b>0%</b>	<b>Mon 4/4/11</b>	<b>Wed 9/28/11</b>	
2						
3	Baseline Date: none	1 day	0%	Mon 4/4/11	Mon 4/4/11	
4	Status Date: none	1 day	0%	Mon 4/4/11	Mon 4/4/11	
5						
6						
7						
<b>8</b>	<b>Initiate Project</b>	<b>1 day</b>	<b>0%</b>	<b>Mon 4/4/11</b>	<b>Mon 4/4/11</b>	
9	Contract Signed	1 day	0%	Mon 4/4/11	Mon 4/4/11	
10	Initiate Project Complete	0 hrs	0%	Mon 4/4/11	Mon 4/4/11	9
<b>11</b>	<b>Plan Project</b>	<b>7 days</b>	<b>0%</b>	<b>Tue 4/5/11</b>	<b>Wed 4/13/11</b>	
<b>12</b>	<b>Task 5 Deliverable 1 - Project Management Plan (PMP)</b>	<b>3 days</b>	<b>0%</b>	<b>Tue 4/5/11</b>	<b>Thu 4/7/11</b>	
13	Prepare PMP	1 day	0%	Tue 4/5/11	Tue 4/5/11	10
14	Review PMP	1 day	0%	Wed 4/6/11	Wed 4/6/11	13
15	Refine PMP per feedback	1 day	0%	Thu 4/7/11	Thu 4/7/11	14
16	Deliverable: Task 5 Deliverable 1 - Complete	0 days	0%	Thu 4/7/11	Thu 4/7/11	15
17	Signoff: Task 5 Deliverable 1	0 hrs	0%	Thu 4/7/11	Thu 4/7/11	16
<b>18</b>	<b>Task 5 Deliverable 2 - Project Schedule</b>	<b>4 days</b>	<b>0%</b>	<b>Fri 4/8/11</b>	<b>Wed 4/13/11</b>	
19	Identify State Dependencies	1 day	0%	Fri 4/8/11	Fri 4/8/11	17
20	Prepare Schedule	1 day	0%	Mon 4/11/11	Mon 4/11/11	19
21	Review Schedule	1 day	0%	Tue 4/12/11	Tue 4/12/11	20
22	Refine Schedule per feedback	1 day	0%	Wed 4/13/11	Wed 4/13/11	21
23	Deliverable: Task 5 Deliverable 2 - Complete	0 days	0%	Wed 4/13/11	Wed 4/13/11	22
24	Signoff: Task 5 Deliverable 2	0 hrs	0%	Wed 4/13/11	Wed 4/13/11	23
25	Plan Project Complete	0 days	0%	Wed 4/13/11	Wed 4/13/11	17,24
<b>26</b>	<b>Monitor and Control Project</b>	<b>126 days</b>	<b>0%</b>	<b>Mon 4/4/11</b>	<b>Mon 9/26/11</b>	
<b>27</b>	<b>Project Status Conf Calls</b>	<b>120.13 days</b>	<b>0%</b>	<b>Mon 4/11/11</b>	<b>Mon 9/26/11</b>	
<b>41</b>	<b>Task 5 Deliverable 3 - Weekly Project Status Report</b>	<b>126 days</b>	<b>0%</b>	<b>Mon 4/4/11</b>	<b>Mon 9/26/11</b>	
42	Task 5 Deliverable 3 - Weekly Project Status Report 1	1 day	0%	Mon 4/4/11	Mon 4/4/11	
43	Task 5 Deliverable 3 - Weekly Project Status Report 2	1 day	0%	Mon 4/11/11	Mon 4/11/11	
44	Task 5 Deliverable 3 - Weekly Project Status Report 3	1 day	0%	Mon 4/18/11	Mon 4/18/11	
45	Task 5 Deliverable 3 - Weekly Project Status Report 4	1 day	0%	Mon 4/25/11	Mon 4/25/11	
46	Task 5 Deliverable 3 - Weekly Project Status Report 5	1 day	0%	Mon 5/2/11	Mon 5/2/11	
47	Task 5 Deliverable 3 - Weekly Project Status Report 6	1 day	0%	Mon 5/9/11	Mon 5/9/11	
48	Task 5 Deliverable 3 - Weekly Project Status Report 7	1 day	0%	Mon 5/16/11	Mon 5/16/11	
49	Task 5 Deliverable 3 - Weekly Project Status Report 8	1 day	0%	Mon 5/23/11	Mon 5/23/11	
50	Task 5 Deliverable 3 - Weekly Project Status Report 9	1 day	0%	Mon 5/30/11	Mon 5/30/11	
51	Task 5 Deliverable 3 - Weekly Project Status Report 10	1 day	0%	Mon 6/6/11	Mon 6/6/11	
52	Task 5 Deliverable 3 - Weekly Project Status Report 11	1 day	0%	Mon 6/13/11	Mon 6/13/11	
53	Task 5 Deliverable 3 - Weekly Project Status Report 12	1 day	0%	Mon 6/20/11	Mon 6/20/11	
54	Task 5 Deliverable 3 - Weekly Project Status Report 13	1 day	0%	Mon 6/27/11	Mon 6/27/11	
55	Task 5 Deliverable 3 - Weekly Project Status Report 14	1 day	0%	Mon 7/4/11	Mon 7/4/11	
56	Task 5 Deliverable 3 - Weekly Project Status Report 15	1 day	0%	Mon 7/11/11	Mon 7/11/11	
57	Task 5 Deliverable 3 - Weekly Project Status Report 16	1 day	0%	Mon 7/18/11	Mon 7/18/11	
58	Task 5 Deliverable 3 - Weekly Project Status Report 17	1 day	0%	Mon 7/25/11	Mon 7/25/11	
59	Task 5 Deliverable 3 - Weekly Project Status Report 18	1 day	0%	Mon 8/1/11	Mon 8/1/11	
60	Task 5 Deliverable 3 - Weekly Project Status Report 19	1 day	0%	Mon 8/8/11	Mon 8/8/11	
61	Task 5 Deliverable 3 - Weekly Project Status Report 20	1 day	0%	Mon 8/15/11	Mon 8/15/11	
62	Task 5 Deliverable 3 - Weekly Project Status Report 21	1 day	0%	Mon 8/22/11	Mon 8/22/11	
63	Task 5 Deliverable 3 - Weekly Project Status Report 22	1 day	0%	Mon 8/29/11	Mon 8/29/11	
64	Task 5 Deliverable 3 - Weekly Project Status Report 23	1 day	0%	Mon 9/5/11	Mon 9/5/11	

## UI Legislative Training e-Learning Proposal Description

65	Task 5 Deliverable 3 - Weekly Project Status Report 24	1 day	0%	Mon 9/12/11	Mon 9/12/11	
66	Task 5 Deliverable 3 - Weekly Project Status Report 25	1 day	0%	Mon 9/19/11	Mon 9/19/11	
67	Task 5 Deliverable 3 - Weekly Project Status Report 26	1 day	0%	Mon 9/26/11	Mon 9/26/11	
68	Sign-off: Task 5 Deliverable 3	0 days	0%	Mon 9/26/11	Mon 9/26/11	67
69	Monitor and Control Complete	0 days	0%	Mon 9/26/11	Mon 9/26/11	40,68
<b>70</b>	<b>Execute Project</b>	<b>11 days</b>	<b>0%</b>	<b>Thu 4/14/11</b>	<b>Thu 4/28/11</b>	
71	Kick-off Meeting	1 day	0%	Thu 4/14/11	Thu 4/14/11	25
<b>72</b>	<b>Task 1 Deliverable 1 - NAME: Update to match RFP</b>	<b>2 days</b>	<b>0%</b>	<b>Fri 4/15/11</b>	<b>Mon 4/18/11</b>	
73	Sub Task 1...	1 day	0%	Fri 4/15/11	Fri 4/15/11	71
74	Sub Task 2...	1 day	0%	Mon 4/18/11	Mon 4/18/11	73
75	Deliverable: Task 1 Deliverable 1 - Complete	0 days	0%	Mon 4/18/11	Mon 4/18/11	74
76	Sign-off: Task 1 Deliverable 1	0 days	0%	Mon 4/18/11	Mon 4/18/11	75
<b>77</b>	<b>Task 2 Deliverable 1 - NAME: Update to match RFP</b>	<b>2 days</b>	<b>0%</b>	<b>Tue 4/19/11</b>	<b>Wed 4/20/11</b>	
78	Sub Task 1...	1 day	0%	Tue 4/19/11	Tue 4/19/11	76
79	Sub Task 2...	1 day	0%	Wed 4/20/11	Wed 4/20/11	78
80	Deliverable: Task 2 Deliverable 1 - Complete	0 days	0%	Wed 4/20/11	Wed 4/20/11	79
81	Sign-off: Task 2 Deliverable 1	0 days	0%	Wed 4/20/11	Wed 4/20/11	80
<b>82</b>	<b>Task 3 Deliverable 1 - NAME: Update to match RFP</b>	<b>2 days</b>	<b>0%</b>	<b>Thu 4/21/11</b>	<b>Fri 4/22/11</b>	
83	Sub Task 1...	1 day	0%	Thu 4/21/11	Thu 4/21/11	81
84	Sub Task 2...	1 day	0%	Fri 4/22/11	Fri 4/22/11	83
85	Deliverable: Task 3 Deliverable 1 - Complete	0 days	0%	Fri 4/22/11	Fri 4/22/11	84
86	Sign-off: Task 3 Deliverable 1	0 days	0%	Fri 4/22/11	Fri 4/22/11	85
<b>87</b>	<b>Task 4 Deliverable 1 - NAME: Update to match RFP</b>	<b>2 days</b>	<b>0%</b>	<b>Mon 4/25/11</b>	<b>Tue 4/26/11</b>	
88	Sub Task 1...	1 day	0%	Mon 4/25/11	Mon 4/25/11	86
89	Sub Task 2...	1 day	0%	Tue 4/26/11	Tue 4/26/11	88
90	Deliverable: Task 4 Deliverable 1 - Complete	0 days	0%	Tue 4/26/11	Tue 4/26/11	89
91	Sign-off: Task 4 Deliverable 1	0 days	0%	Tue 4/26/11	Tue 4/26/11	90
<b>92</b>	<b>Task 4 Deliverable 2 - NAME: Update to match RFP</b>	<b>2 days</b>	<b>0%</b>	<b>Wed 4/27/11</b>	<b>Thu 4/28/11</b>	
93	Sub Task 1...	1 day	0%	Wed 4/27/11	Wed 4/27/11	91
94	Sub Task 2...	1 day	0%	Thu 4/28/11	Thu 4/28/11	93
95	Deliverable: Task 4 Deliverable 2 - Complete	0 days	0%	Thu 4/28/11	Thu 4/28/11	94
96	Sign-off: Task 4 Deliverable 2	0 days	0%	Thu 4/28/11	Thu 4/28/11	95
<b>97</b>	<b>Close Project</b>	<b>2 days</b>	<b>0%</b>	<b>Tue 9/27/11</b>	<b>Wed 9/28/11</b>	
98	Confirm all Deliverable Sign-offs	1 day	0%	Tue 9/27/11	Tue 9/27/11	96,69
99	Document Lessons Learned	1 day	0%	Wed 9/28/11	Wed 9/28/11	98
100	Project Sign-off	0 days	0%	Wed 9/28/11	Wed 9/28/11	99
101	Close Project Complete	0 days	0%	Wed 9/28/11	Wed 9/28/11	100

**Appendix 7: General Terms and Conditions**



*Center for Employment Security Education and Research  
444 North Capitol St. NW, Suite 142  
Washington, DC 20001*

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## Exhibit B

### General Terms and Conditions

#### CONTRACT START DATE

## 1. Definitions

A. *Agreement* shall mean the Master Agreement entered into between Contractor and CESER, including the Scope of Work, these General Terms and Conditions, and any other attachments and exhibits.

B. *Services* shall mean those services Contractor is to provide pursuant to the Agreement, including any Scope of Work.

C. *Work* shall mean all work, deliverables, documents, data, goods, and other materials produced, developed, collected, or authored by Contractor pursuant to the Agreement.

D. *Concerned Funding Agency* means any third party entity providing funding, in whole or in part, related to the Agreement.

## 2. Relationship

The Contractor is an independent contractor, and the relationship between CESER and the Contractor shall be solely contractual and not in the nature of a partnership, joint venture, or general agency. Neither party may speak nor act on behalf of the other, nor legally commit the other.

## 3. Arbitration and applicable law

Any controversy or claim arising out of or relating to this Contract or breach thereof shall be settled by arbitration to be held in the District of Columbia. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. This Contract will be governed by the laws of the District of Columbia.

## 4. Assignment and Subcontracting

This Contract or any interest hereunder shall not be assigned or transferred by the Contractor without prior written consent of CESER and is subject to such terms and conditions that CESER may impose.

## 5. Financial Record Keeping and Inspection

The Contractor warrants that it shall, during the term of the Agreement and for a period of three (3) years following the termination or expiration of the Agreement, maintain accurate and complete financial records, including accounts, books, and other records related to charges, costs, disbursements, and expenses, in accordance with generally accepted accounting principles and practices, consistently applied.

CESER, directly or through its authorized agents, auditors or other independent accounting firm, at its own expense, and the Concerned Funding Agency directly or through its duly authorized representatives, shall have the right, from time to time, upon at least ten (10) days notice, to audit, inspect, and copy the Contractor's records. The Contractor shall fully cooperate, including by making available such of its personnel, records and facilities as are reasonably requested by CESER or the Concerned Funding Agency. This Section shall remain in force during the term of the Agreement and for the three (3) years following the termination or expiration of the Agreement. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, Contractor agrees to maintain the records until the end of the three (3) year period or until the audit, litigation, or other action is completed, whichever is later.

## 6. Audit

The Contractor, at its own expense, shall meet the applicable audit requirements of OMB Circular A-133 if the Contractor has more than \$500,000 in expenditures in a year in awards (including contracts, grants, cooperative agreements, etc.) made by a federal agency. The Contractor must submit a copy of its A-133 audit report, prepared by an independent certified public accounting firm, to the attention of Chief Financial Officer, Center for Employment Security Education and Research, 444 North Capitol Street, N.W., Suite 142, Washington, D.C. 20001 within 30 days of its receipt of the audit report. In instances where non-compliance with federal laws and regulations has been noted in the Contractor's audit report, the Contractor must outline in writing its plan for corrective action and must affirmatively respond to CESER when its corrective action plan has been successfully completed.

Contractor shall keep audit reports, including reports of any of its sub-subcontractors, on file for three (3) years from their issuance. Contractor shall permit independent auditors to have access to the records and financial statements as necessary for CESER and Contractor to comply with OMB Circular A-133.

Contractor agrees that in the event that Contractor's audit report indicates instances of

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noncompliance with federal laws and regulations, including but not limited to OMB Circular A-133, that Contractor covenants and agrees to take any and all corrective actions necessary or required or as directed by CESER.

Contractor agrees to provide audits annually.

In the event that audits are not received, CESER may, in its discretion:

- a) withhold a percentage of the sums due and owing hereunder until the audit is completed satisfactorily;
- b) withhold or disallow overhead charges; or
- c) suspend this Contract until the audit is completed and all required reports are provided.

The Contractor shall hold harmless, indemnify and defend CESER and the Concerned Funding Agency or agencies, their consultants and each of their officers, partners, agents and employees from any and all liability, claims, losses, (including but not limited to the loss or threatened loss of tax exempt status), costs, fees, expenses, penalties, damages and/or obligations including but not limited to the costs of defense of such claims, attorney's and audit fees arising out of the failure to provide such audit reports. The Contractor shall include the provisions of this Section 6 in any subcontract executed in connection with this Project.

## 7. Allowable Costs

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133 as well as by the terms of the agreement between CESER and the Concerned Funding Agency, and any rules of, or guidelines issued by, the Concerned Funding Agency. The Contractor is responsible for reimbursing CESER in a timely and prompt manner for any payment made under this subcontract which is subsequently determined to be unallowable by CESER, the Concerned Funding Agency, or other appropriate Federal or State officials.

## 8. Right to Disseminate

Unless otherwise expressly set forth to the contrary in the Contract, CESER shall have the right to use and have used, for any purpose, unpatented information concerning the services performed by the Contractor which the Contractor may disclose to CESER during performance of this Contract if such information is furnished without restrictions on its use.

## **9. Remedies**

The Contractor acknowledges that monetary damages alone will not adequately compensate CESER in the event of a breach by the Contractor of the restrictions imposed and therefore the Contractor hereby agrees that in addition to all remedies available to CESER at law or in equity, including, if applicable, under the District of Columbia Trade Secrets Act, or corresponding applicable State law, CESER shall be entitled to interim restraints and permanent injunctive relief for enforcement thereof, and to an accounting and payment over of all receipts realized by the Contractor as a result of such breach.

## **10. Ownership Rights**

The services provided by the Contractor pursuant to the Agreement shall be “work for hire” and therefore all Work shall be sole and exclusive property of CESER. To the extent that the Services, or any part of them, may not constitute work for hire under the law, Contractor hereby transfers to CESER all right, title, and interest in and to the Work. Without limiting the foregoing, CESER shall have access to the Work at any time during the term of the Agreement.

## **11. Personnel**

Any personnel identified in the Agreement as individuals who will be performing the Services or producing the Work may not be changed without the written approval of CESER.

## **12. Modification of the Contract**

The Agreement may not be modified except by further written agreement signed by the parties.

## **13. Excusable Delays**

The Contractor shall not be liable for damages, including liquidated damages, if any, for delays in performance or failure to perform due to causes beyond the control and without fault or negligence of the Contractor. Such causes include but are not limited to, acts of God, acts of the public enemy, acts of the United States Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.



## 14. Inspection of Services

A. All services shall be subject to inspection by CESER, to the extent practicable at all times and places during the Contract. All inspections by CESER shall be made in such manner as not to unduly delay the work.

B. If any services performed hereunder are not in conformity with the requirements of this Contract, CESER shall have the right to require the Contractor to perform the services again in conformity with the requirements of the Contract, at no additional expense to CESER. When the defective services performed are of such nature that the defect cannot be corrected by re-performance of the services, CESER shall have the right to: (1) require the Contractor to immediately take all steps necessary to ensure future performance of the services in conformity with the requirements of the Contract; and (2) reduce the Contract price to reflect the reduced value of the services performed. If the Contractor fails to perform promptly the services again or to take necessary steps to ensure future performance of the services in conformity with the requirements of the Contract, CESER shall have the right to either (a) by Contract or otherwise have the services performed in conformity with the Contract requirements and charge the Contractor any costs incurred by CESER that is directly related to the performance of such services; or (2) terminate this Contract.

## 15. Insurance Requirements

The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of coverage in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Agreement, in respect of death or personal injury, or loss of or damage to property. The Contractor shall produce to CESER, on request, copies of all insurance policies referred to in this condition or other evidence confirming the existence and extent of the coverage given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.

## 16. Confidential Information

Any information regarding CESER that is not generally publicly known or available, whether or not such information would constitute a trade secret under statutory or common law, that is disclosed to or discovered by the Contractor during the course of the Agreement (hereinafter, "Confidential Information") shall be considered confidential and proprietary to CESER, and the Contractor shall maintain all Confidential Information in confidence; shall employ reasonable efforts to ensure the security of the Confidential Information; and shall not disclose the Confidential Information to any third party or use the Confidential Information except as necessary to perform the Services or produce the Work. Should the Contractor receive a subpoena directing disclosure of any



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Confidential Information, the Contractor shall immediately inform CESER and cooperate fully with CESER in responding to the subpoena.

### **17. Laws and ordinances**

The Contractor shall comply will all applicable laws, ordinances, rules and regulations including Federal, State, and Municipal authorities and departments relating to or affecting the work herein or any part thereof, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therein.

### **18. Limitation of Liability**

Notwithstanding any other provision of the Agreement, under no circumstances shall the liability of CESER to the Contractor exceed to the total amount of compensation to be paid to the Contractor.

### **19. No waiver of conditions**

Failure of CESER to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or waiver of any other default of the Contractor.

### **20. Public release of information**

Unless the prior consent of CESER is obtained, the Contractor shall not, except as may be required by law or regulation, in any manner advertise or publish or release for publication any statement or information mentioning CESER, or the fact that the Contractor has furnished or contracted to furnish to CESER the services required by this Contract, or quote the opinion of any employee of CESER.

### **21. Taxes**

Unless prohibited by law or otherwise stated to the contrary to this contract, the Contractor shall pay and has not included in the price of this contract, any Federal, State or Local Sales Tax, Transportation Tax, or other similar levy which is required to be imposed upon the work or services to be performed.

## **22. Term and Termination**

The Agreement shall be for such term as is set forth in the Agreement. The Agreement may be terminated by CESER prior to the end of any term on fifteen (15) days written notice.

In addition, this Agreement may be terminated by either party on written notice should the other party: (a) fail to cure a material breach within ten (10) days of delivery of written notice; (b) become insolvent; (c) be the subject of a bankruptcy filing; or (d) cease doing business. Upon termination, the Contractor shall deliver to CESER: all Work, whether in final or draft form, that has been produced as of the date of termination; all Confidential Information; and any materials or items previously provided to the Contractor by CESER. Upon receipt thereof by CESER, the Contractor shall be paid for work performed through the date of termination. In all instances of terminations, the Contractor shall use best efforts to not incur new costs and expenses after the notice of termination, and shall cancel as many outstanding obligations as possible.

## **23. Warranty of Services**

The Contractor warrants and represents that: (a) the Services shall conform to the Scope of Services in all respects; (b) the Work shall be original to the Contractor and shall not infringe the copyright or other rights of any party; (c) the Contractor possesses, and shall employ, the resources necessary to perform the Services in conformance with the Agreement; (d) the Services shall be performed, and the Work produced, in accordance with high standards of expertise, quality, diligence, professionalism, integrity, and timeliness; and (e) the Contractor has no interest, relationship, or bias that could present a financial, philosophical, business, or other conflict with the performance of the Work or create a perception of a conflict or a lack of independence or objectivity in performing the Work.

## **24. Special Damages**

Neither party shall be liable to the other for consequential or indirect damages, including lost profits, or for punitive damages, arising from breach of the Agreement.

## **25. Concerned Funding Agency**

This Agreement is subject to the terms of any agreement between CESER and a Concerned Funding Agency and in particular may be terminated by CESER without penalty or further obligation if the Concerned Funding Agency terminates, suspends or materially reduces its funding for any reason.

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Additionally, the payment obligations of CESER under this Agreement are subject to the timely fulfillment by Concerned Funding Agency of its funding obligations to CESER.

### **26. Review and Coordination**

To insure adequate review and evaluation of the Services and Work, and proper coordination among interested parties, CESER shall be kept fully informed concerning the progress of the Work and Services to be performed hereunder, and, further, CESER may require the Contractor to meet with designated officials of CESER from time to time to review the same.

### **27. Entire Agreement**

The Agreement constitutes the entire agreement between the parties relating to the subject matter of the contract. The Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral.

### **28. Flow down Provisions**

The Contractor agrees to assume, as to CESER, the same obligations and responsibilities that CESER assumes toward the Concerned Funding Agency under those Federal Acquisition Regulations (FAR), if any, and applicable Concerned Funding Agency acquisition regulations, if any, that are mandated by their own terms or other law or regulation to flow down to subcontractors or subgrantees, and therefore the Agreement incorporates by reference, and the Contractor is subject to, all such mandatory flow down clauses. Such clauses, however, shall not be construed as bestowing any rights or privileges on the Contractor beyond what is allowed by or provided for in the Agreement, or as limiting any rights or privileges of CESER otherwise allowed by or provided for in the Agreement. The Contractor also agrees to flow down these same provisions to any lower-tier subcontractors.

### **29. Compliance with Applicable Laws**

In addition to its general commitment to comply with all applicable laws, the Contractor specifically agrees to the following requirements, to the extent that such requirements are applicable:

A. to comply with the Civil Rights Act of 1964 and all other Federal, State or local laws, rules and orders prohibiting discrimination. Consistent with the foregoing, Contractor agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity,"

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as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations at 41 C.F.R. Part 60;

B. to make positive efforts to utilize small businesses, minority-owned firms and women's business enterprises in connection with the work performed hereunder, whenever possible;

C. to provide for the rights of the Federal Government in any invention resulting from the work performed hereunder, in accordance with 37 C.F.R. Part 401 and any applicable implementing regulations;

D. to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 *et. seq.*) and the Federal Water Pollution Control Act (33 U.S.C. 1251 *et. seq.*), as amended;

E. to comply with the certification and disclosure requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), and any applicable implementing regulations, as may be applicable, including: 1) certification that Sub-Contractor has not, and will not, use Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency; a member, officer, or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352; and 2) disclosure of any lobbying with non-Federal funds that takes place in connection with obtaining a Federal award.

F. to certify that neither it, nor any of its principal employees, has been debarred or suspended from participation in Federally-funded contracts, in accordance with Executive Order 12549 and Executive Order 12689, entitled "Debarment and Suspension," and any applicable implementing regulations.

### **30. Indemnification**

Should one party (the "Indemnified Party") incur or suffer any liability, damage, or expense, including reasonable attorney's fees, in connection with the defense of a legal proceeding brought by a third party arising out of the negligent or other wrongful actions of the other party (the "Indemnifying Party"), then the Indemnifying Party shall indemnify and hold harmless the Indemnified Party for such liability, damage, or expense.

### **31. Survival**

Sections 3, 4, 9, 10, 16, 18, 20, 24, 30, and 31 shall survive termination of this the Agreement.