

Request for Information (RFI)

For

Review of States Unemployment Insurance Websites and Recommendations for Improvement Including Development of a Standardized Portable Website Template

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

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June 10, 2010

Proposal Submission Date:
July 9, 2010

Project Description

NASWA and CESER's ITSC is seeking to procure contract services of an experienced website design firm to conduct a comprehensive review of all of the states, Unemployment Insurance (UI) Claimant and Employer Tax websites. This review should include an analysis of the states re-employment services and linkages to UI claimant information. After a review and analysis of state websites, the contractor will design and develop standards for web presentation [style], end-user usage, and web page navigation. In addition to making these recommendations for improvements, the contractor will develop prototype software for distribution and integration into the state workforce agencies web presence. The prototype software will include suggested and agreed to standard UI Benefits and Employer Tax website content.

Project Background

The United States Department of Labor (USDOL), Office of Unemployment Insurance (OUI) staff recently reviewed several state websites supporting the UI program and has concluded that many of these websites have not been designed to meet customer (claimants and employers) expectations for increasingly automated functions and access to online self-services. Some state websites are difficult to navigate, have a poor presentation of information, and instructions provided to claimants and employers are hard to understand. Furthermore, information is presented differently in each state even though many UI processes and methodologies are the same.

Organization Background

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 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 our member agencies and other revenue.

CESER is an education and research center focused on workforce development and unemployment insurance issues, <http://naswa.org/>. ITSC is an organization within CESER established in 1994 as a national resource by the USDOL to assist all state UI agencies in the area of UI Information Technology (IT), <http://itsc.org/>.

Overview – Unemployment Insurance

The Office of Unemployment Insurance (OUI), Employment and Training Administration (ETA), U.S. Department of Labor (USDOL) is responsible for:

- Providing leadership, direction and assistance to state workforce agencies in the implementation and administration of state unemployment insurance (UI) programs.
- Providing oversight, guidance, and technical assistance for the federal-state unemployment compensation system.
- Providing budget and legislative support to state workforce agencies to administer their UI programs and assist individuals to return quickly to suitable work.

Federal-State Unemployment Insurance Program

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 law), and meet other eligibility requirements of State law. UI is jointly financed through federal and state employer payroll taxes (federal/state UI tax). Usually employers must pay 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 week during 20 weeks in a calendar year, regardless of whether or not the weeks were consecutive. The state unemployment tax, paid to state workforce agencies by employers, is used solely for the payment of benefits to eligible unemployed workers. It should be noted that some state laws do differ from the federal law.

- UI payments (benefits) are intended to provide temporary and partial wage replacement to unemployed workers who meet the requirements of State law.
- Each State administers a separate UI program within guidelines established by Federal law.
- Eligibility for UI, benefit amounts and the length of time benefits are available are determined by the State law under which unemployment insurance claims are established.

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- In the majority of States, benefit funding is based solely on a tax imposed on employers. (Three (3) States require minimal employee contributions.)

Eligibility

Individuals must meet the 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 a Claim

Individuals can contact their respective State UI Agency as soon as possible after becoming unemployed to begin the claim filing process. Generally, a claim may be filed by telephone or over the Internet. Individuals can obtain assistance filing claims in local career one-stop centers.

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 amount.

- Benefits can be paid for a maximum of 26 weeks in most States.
- Additional weeks of benefits may be available during times of high unemployment.
- Some States provide additional benefits for specific purposes.

General and Desired Project Goals

The goal of this UI website review, analysis and design project is to provide simple clear consistent access of online services to UI Claimants and Employers.

The website prototype should provide easy access to services, be adaptable to changing technologies, and be able to integrate into each states unique overall website design and structure. The website prototype should meet the following criteria:

- Visually appealing with an adequate balance of text and graphics where appropriate.
- Enhance the delivery and awareness of online services.
- Present a common theme and consistent design.
- Provide an easy to use interface to information for UI claimants and employers.
- Provide a single point of access that presents UI program information and web applications such as Internet initial and continued claims.
- Provide links to other related applications and topic areas such as re-employment information and opportunities and Labor Market Information.

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- Meet ADA Accessibility of State and Local Government Websites to People with Disabilities http://www.ada.gov/websites2_prnt.pdf

Note: We are interested in your ideas and specifically your approach to achieving the desired project goals and objectives outlined in this proposal. We encourage respondents to consider and propose alternative solutions and recommendations.

Website Project Deliverables

The following is a list of expected contractor deliverables for the project:

- Project Plan and appropriate timeline
- Written report and analysis of individual state UI websites. Report will include:
 - Summary analysis of all 53 State Workforce agency UI Benefits and Employer Tax websites including re-employment hooks to UI claimant information with a detailed analysis of 20 selected state UI websites.
 - Highlight features which other states would benefit in replicating and also list specific deficiencies and problems with current websites.
 - Deficiencies will be categorized
- The Design and Development of Standard Criteria for usability including, at a minimum:
 - Accessibility
 - Homepage layout
 - Sub pages layout
 - Navigation
 - Scrolling and paging
 - Headings, titles, and labels
 - Links
 - Text appearance
 - Lists
 - Screen-based controls (buttons, etc)
 - Graphics, images, and multimedia
 - Content organization, such as maximum number of **three** 'clicks' to access all information from **UI main** page.
 - Search
- Development single point of entry prototype for distribution to state workforce agencies
 - Prototype should be platform independent to the extent possible and use open source software and components, and not be tied to any specific technology implementation.

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- Prototype should have the potential to integrate into current state overall website architecture with minimal changes, regardless of the technology in use in that state
- HTML/Cascading Stylesheets/JavaScript are suggested as the generic technologies for implementing the prototype, but the contractor is invited to suggest other alternatives
- Development of Implementation Plan for the state(s)
 - Plan will be in the form of a 'how to' guide for states, including describing the skills required to implement the prototype in their environment, including a point by point checklist of items that must be addressed and tested.
- Implementation of prototype with two volunteer states in their TEST environment
 - Each prototype screen developed shall contain text provided by state, ITSC or USDOL.

Estimated Project Duration

The target date for completion of this project is December 31, 2010

Project Cost

Project is a fixed price deliverables based contract. The price quoted shall be all-inclusive. Final Project deliverables, deliverables acceptance criteria and payment schedule to be negotiated with the selected contractor upon project start.

Assumptions and Agreements

The selected contractor is not expected to be an expert in Unemployment Insurance. The states, ITSC and USDOL staff shall provide the subject matter expertise for this project.

It is assumed that the contractor will be an expert in website design and development, including usability.

The ITSC will provide overall project management coordination between the contractor, states and USDOL.

It is the contractor's responsibility to:

- Provide schedule and progress updates to the ITSC for inclusion in the overall project plan
- Meet all of the deliverables and dates per the agreed to plan and schedule.

Submission Information

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Proposals must be submitted to:

Joseph Vitale, Director ITSC
Information Technology Support Center/CESER
50 F Street NW Suite 5200
Washington, DC 20001

For Additional Information or Clarification

Questions and clarification on the Project Proposal should be addressed to:

Joseph Vitale, Director ITSC
Information Technology Support Center/CESER
50 F Street NW Suite 5200
Washington, DC 20001
(202) 347-9150
Joe.Vitale@itsc.org

Questions and clarifications on the General Contract Provisions should be addressed to:

James Black, CFO
NASWA/CESER
444 N. Capitol, Suite 142
Washington, DC 20001
(202) 434-8028
jblack@nswa.org

Basis for Award of Contract

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

- Overall quality of proposal including:
 - Project plan
 - Project schedule
 - Project status reports that will be provided to the ITSC PM.
 - Process for prompt notification of all rising issues and risks
- Adherence to RFI Instructions
- Company Information, including (but not limited to);
 - Size of company
 - Length of time in business
 - Experience with similar website design or evaluation projects
 - Team skill-sets
 - Resumes of project leads
 - Whether sub-contractors are proposed for use on this project
- Project Understanding and Solution, Vision

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- Functional and non-functional Deliverables
- Vendor demonstrations of past projects
- Cost Summary
 - Itemized breakdown of all direct and non indirect costs
 - FTE's by skill set needed for the project
 - Hourly rate and the total hours by skill set

Anticipated Selection Schedule

Proposal review and evaluation July 12 through July 23, 2010

Contract award July 30, 2010

Anticipated contractor start date August 16, 2010



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

CESER General Contract Terms and Conditions

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Attachment A
CESER General Contract Terms and Conditions

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 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 15 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 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.

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," 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.

