



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 – Next Generation On-Line Technical Assistance (TA)

The ITSC is seeking to procure the services of a contractor through a fixed priced contract to develop a comprehensive set of requirements documents for a re-design of an ETA website <http://www.workforce3one.org>. As part of the effort the contractor will work closely with staff from ITSC and ETA (Employment Training Administration) in defining common goals and expectations of the re-designed website. In continuing the efforts to support state unemployment insurance agencies and the workforce system, ETA develops and shares learning opportunities and provides technical assistance to unemployment insurance agency and workforce system leaders and staff via a variety of delivery models including effective use of web-based solutions (e.g., webinars, podcasts, Communities of Practice, electronic newsletters, blended learning concepts, and other on-line training platforms). Many of these online resources are currently available on a single enterprise-wide online technical assistance platform, www.workforce3one.org. Resources cover a variety of topics including the federal-state UI program, adult and youth employment and training strategies, and employer services.

The RFP consists of the following documents:

RFP Next Generation On-Line TA

- Attachment A: CESER General Contract Terms and Conditions
- Attachment B: PowerPoint, Online Technical Assistance Vision USDOL-ETA

IMPORTANT DATES

please note the changed dates.

RFP Publication Date: August 9, 2011

Proposal Due Date: ~~August 31, 2011~~ **September 2, 2011 by 6:00 p.m. EST** to rfp_responses@itsc.org

Estimated proposal review and evaluation: September 5, 2011 through September 28, 2011

Contract award: October 12, 2011



Request for Proposal (RFP)

For

Next Generation On-Line Technical Assistance

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

Circulation Date
August 9, 2011

Bidders Webinar/Teleconference
August 19, 2011 1:30PM ET
<http://naswa.webex.com/naswa>
Keyword Search: RFP
Click "Register"

Proposal Submission Date
rfp_responses@itsc.org
September 2, 2011
6:00 PM ET

1. Project Summary

The ITSC is seeking to procure the services of a contractor through a fixed priced contract to develop a comprehensive set of requirements documents for a re-design of an ETA website <http://www.workforce3one.org>. As part of the effort the contractor will work closely with staff from ITSC and ETA (Employment Training Administration) in defining common goals and expectations of the re-designed website. In continuing the efforts to support state unemployment insurance agencies and the workforce system, ETA develops and shares learning opportunities and provides technical assistance to unemployment insurance agency and workforce system leaders and staff via a variety of delivery models including effective use of web-based solutions (e.g., webinars, podcasts, Communities of Practice, electronic newsletters, blended learning concepts, and other on-line training platforms). Many of these online resources are currently available on a single enterprise-wide online technical assistance platform, www.workforce3one.org. Resources cover a variety of topics including the federal-state UI program, adult and youth employment and training strategies, and employer services.

2. Organization Background

NASWA is an organization of state administrators of unemployment insurance agencies, and 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 member agencies and other revenue.

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

The mission of the Employment and Training Administration (ETA) is to contribute to the more efficient functioning of the U.S. labor market by providing income maintenance services through the state unemployment insurance agencies, high quality job training, employment, and labor market information through state unemployment insurance agencies and state and local workforce development systems. It oversees the development and implementation of the nation's workforce and economic information system. Specifically through income maintenance services, the Unemployment Insurance (UI) program helps cushion the impact of economic downturns and brings economic stability to communities, states, and the nation by providing temporary income support for laid off workers.

3. Project Description

The current Workforce3one website is open to the public and its content can be accessed by anyone. Certain portions of the site require a free registration, including posting comments, setting up notifications, and registration for Communities of Practice. The website also hosts a database for multiple types of resources posted by Workforce3one members and ETA.

ETA is beginning to examine the capabilities and reach of its current online technical assistance platform by collecting requirements from multiple internal and external stakeholders. Internal stakeholders involve the Office of Unemployment Insurance, which oversees and provides technical assistance to state unemployment insurance agencies, the Office of Workforce Investment, which provides oversight and technical assistance to the One-Stop system funded by WIA, and various offices within ETA. External stakeholders include local and state partners in the workforce investment system. ETA and NASWA/ITSC have entered into a cooperative grant agreement that supports this effort.

The new website will address current challenges such as:

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- a) The site was built on the sage platform in 2004, and does not lend itself to easy adaption of new features and functionality, and is thus time-consuming to maintain and update.
- b) The current site was built as a customized site, which impedes easy maintenance.

The new website will also add/improve functionality such as:

- a) Ability to manage and update the site with minimum effort.
- b) Ease of adaption of new functionality and features offered today and in the future. This would include incorporation of 3rd party “widgets” (e.g. Digg, Twitter, Facebook).
- c) Ability of community or page administrators to independently modify the site with a pre-approved basket of widgets.
- d) Online workflow process for various services of the site including scheduling and managing virtual events (webinars, podcasts, and pre-recordings) and management of the “best practices” site where users can nominate practices that are reviewed by contract and federal staff and then shared on the website.
- e) An advanced notification system allowing users to opt out/opt in of receiving automated electronic update notifications “e-lerts”, newsletters, and emails.
- f) Ability to upload large documents, videos, and other resources to the site by designated site administrators.
- g) Ability of site administrators to create new sub-sites and pages using several standard templates.
- h) Ability for website members to communicate directly with other members, such as through messaging.
- i) An improved search feature, leveraging the best search engines currently available and which offer the user multiple ways to search for information (e.g. topic, date, location, author, etc).
- j) Ability for site administrators to generate usage numerical and graphical reports including downloads, views and user traffic pattern.
- k) Integration of rank and rating of resources (e.g. Yelp, Amazon); crowd sourcing (E.g. Ideascale); and new social media tools not already on the current site.

Note: The vendor is open to suggest other design improvements for ITSC consideration.

4. Deliverables

The following table provides a listing of expected deliverables and descriptions:

Deliverable	Description
Website Analysis	A full content inventory will be done on the existing site outlining some of the following information: <ul style="list-style-type: none">• Text and documents published on the site• Graphics and other multimedia• Interactive forms and stored data

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Facilitated JAD sessions	These sessions will be conducted with ETA to determine functionality and requirements for the re-designed site.
User Profiles (Personas)	Detailed outline on how the site will interact with the different user groups that will be using the site.
Use Cases	Use cases will be used to outline the major functionality requirements that will be included as part of the redesigned site.
Site Map	A site map will be used to outline the structure and outline of the site.
Wireframes	Used along with the site map the wire frames will demonstrate how the content of the redesigned site will flow through the website.
Knowledge Transfer	An overlap between the completion of the requirement process and contracting with a build and maintenance vendor will occur. It will be expected that knowledge transfer activities between the two contractors will occur prior to the end of the engagement.
Final Analysis	<p>This document will combine some of the information above with analysis recommendations, rationale, and justification of different technologies available to support the efforts of the site redesign. Business and technical requirements will include technical requirements for the new tool and detail out a specific product and platform. Proposed solutions should be based on an open source software platform such as JOOMLA or Drupal.</p> <p>A working draft shall be provided to the team for review no later than 12/16/11. A completed final analysis shall be done prior to the start of knowledge transfer.</p>

5. Estimated Project Duration

The target date for completion of this project is March 31, 2012

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6. Proposal Structure:

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

Required Response Outline		
Section Number	Section Title	Section Content
1	Executive Summary	Summarize the RFP response; limited to three pages
2	RFP Response (with a limit of 5 pages not including examples)	Describe the proposed solution and project management process.
3	Previous work examples	Examples of other similar projects' technical documentation. It is preferred at least one fully completed copy of all documentation that will be used on the project is submitted.
4	Terms and Conditions	Response to Attachment C
5	Pricing (Firm fixed price contract)	Each response should include a price breakdown of the proposed solution. Pricing should be itemized to support the prior assumptions in this section.
6	Additional Information	As vendor deems appropriate
7	Previous project references	Three similar project references successfully completed within the last three to five years.
8	Project Staffing	Staffing plan for project Resumes of key personnel (substitution of key personnel will require prior approval)

7. Project Cost

Project is a firm fixed price deliverables based contract. All changes to the original contract and agreed upon price will go through a change control process. Final Project deliverables, deliverables acceptance criteria and payment schedule to be negotiated with the selected contractor upon project start. ITSC will reserve the right to select multiple vendors to submit best and final offers.

8. Assumptions

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

Requirements Development: The selected vendor is required to be an expert in requirements gathering, website design, documentation, and business process modeling.

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Project Management Coordination: The ITSC will provide overall project management coordination between the contractor, states and USDOL ETA.

Schedule: The selected vendor will provide schedule and progress updates to the ITSC for inclusion in the overall project plan and meet all of the deliverables and dates per the agreed to plan and schedule.

Weekly Status updates: Hold weekly meetings with the ETA team. Meetings can be in person (at the Francis Perkins Building in Washington DC) or using online conferencing tools (such as WebEx or GoToMeeting) to be supplied by vendor, including a conference bridge.

Hardware and Software: All hardware and software used for requirements gathering will be provided by the selected vendor. All delivered requirement documents should be in MS Word or MS Excel format for distribution to all reviewers.

Work Location: The contractor will be stationed offsite (office space will not be provided at the Department of Labor Frances Perkins Building).

Project Repository: The official project repository for all materials (Including meeting notes, work in progress, drafts and final deliverables) captured or created during this project is the ITSC SharePoint portal. ITSC will provide the selected vendor with the appropriate access to its SharePoint portal environment.

Preclusion from Build and Maintenance: A vendor bidding on the requirement process will be precluded from bidding on future RFPs published by USDOL for the maintenance and build of the existing and future site.

9. Submission Information

Proposals must be submitted by **September 2, 2011 6:00pm** EST via email in PDF format to:

rfp_responses@itsc.org

Note: All vendors submitting proposals will receive a confirmation email acknowledging receipt of their proposal by ITSC. It is the vendor's responsibility to ensure their proposal was received by ITSC.

10. For Additional Information or Clarification

ITSC will hold a Bidders Webinar and Teleconference Question and Answer Session on **August 19, 2011 at 1:30 PM ET**. This will be the only opportunity for interested vendors to ask questions for clarification on the RFP. ITSC will answer all questions to the best of its ability during this webinar/teleconference. To register, go to **<https://naswa.webex.com/naswa>** and search using

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keyword “RFP”. Questions are required to 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.

Submit questions to: rfp_responses@itsc.org

Joseph Vitale, ITSC Director
Information Technology Support Center
25 E Street, NW
Washington, DC 20001
(202) 650-5151

11. Basis for Award of Contract

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

- 1) Adherence to RFP Instructions.
- 2) Overall Quality of Proposal.
- 3) Company Information, including (but not limited to);
 - a) Size of company.
 - b) Length of time in business.
 - c) Experience with similar projects including examples of relevant past project artifacts and other documentation.
 - d) Team skill-sets.
 - e) Resumes of project leads.
 - f) Whether sub-contractors are proposed for use on this project.
- 4) Solution, including (but not limited to);
 - a) Project Understanding and Solution, Vision.
 - b) Required Deliverables.
 - c) Vendor demonstrations of past projects and/or client references.
 - d) Cost Summary.
 - Itemized breakdown of all direct and indirect costs;
 - FTE's by skill set needed for the project.
 - Itemized cost based on deliverable
 - Hourly rate and the total hours by skill set.
- 5) Project Management, including (but not limited to);
 - a) Project management plan.
 - b) Project schedule showing Initiate/Plan/Execute/Monitor-Control/Close stages, created using Microsoft Project.
 - c) Project status reports that will be provided to the CESER-ITSC project manager.

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12. Anticipated Selection Schedule

Estimated proposal review and evaluation September 5, 2011 through September 28, 2011

Contract award October 12, 2011

Anticipated contractor start date October 24, 2011

Bidders Webinar/Teleconference

August 19, 2011 1:30PM ET

Question:	Answers
1. Section 3 of the RFP, "Project Description," states that "ETA is beginning to examine the capabilities and reach of its current online technical assistance platform by collecting requirements from multiple internal and external stakeholders." Can you please clarify whether this effort already has been completed (or will be by the time this project starts), or whether it will be part of the current project? If this requirements-gathering already has been done, can the findings be made available to bidders? If it has not been done, can you please provide more detail on the stakeholders to be interviewed, including their location, availability, etc.? The objective here is to determine how much additional discovery effort will be required as part of this project.	We have started to gather the internal business requirement and the process is not due to be completed by the time the RFP closes. It is anticipated that the process will be done prior to bringing a vendor on board which will provide a head start when the project vendor comes onboard. External stakeholder engagement will not happen until a prototype is available in order to get their feedback
2. Will JAD sessions be conducted only with ETA, or will other parties be involved? In either case, can all parties be assembled at the same time and location for a single series of sessions, or will we need to conduct multiple sessions in different locations or at different times to accommodate the availability of the parties?	The in person JAD sessions will take place in DC at USDOL with the project team. There will be a requirement for some Web based sessions to take place with the project's external partners.
3. Do you have a preferred or expected design methodology or project delivery framework? If not, can you provide a list of the minimum required documentation for this project, as well as desired or expected documentation?	The only pieces that have been outlined are the deliverables that are mentioned within the RFP. The preferred design methodology should be discussed and defined as part of the JAD sessions with the project team. All recommendations should be provided as part of the final analysis
"The site was built of the sage platform" – What is sage?	Proprietary software that was used to develop the existing website.
"This would include incorporation of 3 rd party 'widgets'" – Do we mean simple connections to Digg, Twitter, Facebook, etc. and the ability to post there, or something else?	This references different tools that could be used as part of a CMS tool or other platforms. The preference from USDOL is to have a platform that would be flexible and allow for the enabling / disabling of different pre-developed modules that are available.
"Ability of community or page administrators to independently modify the site with a pre-approved basket of widgets" – Need some clarity/examples	There is an expectation that additional information will be defined as part of the JAD sessions that take place with the project team.
"Ability for website members to communicate directly with other members, such as through messaging" – Won't that result in privacy issues if individuals are logging in (instead of organizations)?	This was an optional feature that should be further discussed within the JAD sessions that take place with the project team. It is expected that any tools that are used within the site will follow all defined federal security regulations.
"User Profiles (Personas): Detailed outline on how the site will interact with the different user groups that will be using the site." – What are the user groups – Admin, ETA Staff, State Agency Staff, General Public (seekers, employers), etc.? Or something else? Currently the following options are available when someone registers... Workforce Investment System, Educators, Employers and Associations, Economic Development, Community/Faith-based Organization, Labor/Labor Management Organization. Are these the groups we are referring to?	The users that are defined within the existing site is expected to continue to be part of the new site user personas. There is a possibility of additional users are defined as part of the JAD sessions and will require additional personas.
Knowledge transfer was discussed, is this expected to take place within the timeframe outlined in the RFP?	Yes, the timeframes of the RFP has been adjusted to assure the appropriate amount of overlap between the requirement vendor and development vendor in order to clarify any requirements.

The RFP mentions newsletters and messages, do you have an idea of the volume of users that these will be distributed?	There are currently 85k registered users on the existing site. Since the distribution of this information is based on subscription the website should have the capabilities to handle distribution to all registered users.
Who is evaluating this and where are they from?	The evaluation team has not been selected at this time but the team will be formed by both USDOL and ITSC staff.
What is the source of funds for this project? If it is a grant, or other similar funding source, what is the award number?	The funding is source will not be disclosed at this time.
What is the amount budgeted from the funding source for this work?	That information will not be disclosed at this time.
Page 3, a and k - You give examples of multiple third party widgets. Do you have a specific list of widgets you wish to incorporate?	Widgets are expected to be used through out the site in order to reduce the level of customized code that will have to be developed. Currently specific widgets have not been identified.
Do you have a policy for selecting or qualifying widgets for use on the site?	
Page 3 Deliverables – Website Analysis – approximately what percentage of the existing data has metadata tags today?	This is unknown at this time.
Page 4 Deliverables – Use Cases – Use cases tend to imply that there are specific transactions being performed with primary and alternate execution paths. What percentage of web site interactions would be amenable to use cases?	Use cases are being used to describe some of the functionality that will be used on the site. This will help define the requirements of the site to the development vendor.
Page 4 Deliverables – Knowledge Transfer – Will preliminary work product from this engagement be used in the RFP for the implementation work? Will you require any standards for writing or structuring these requirements materials?	The preliminary work could assist in the crafting of the RFP for the development vendor but is not expected to be the primary source of information for the RFP. The document will not be published as part of an appendix to the RFP.
Vision document – 600 daily users among 84,000 registrants = .7% of the registrants using it on any given day. Is there a goal to improve this?	Yes, the goal is always to provide the best service possible while allowing the users to access the information that is needed.
Vision document - 105,000 webinar attendees ~ = 400 per day. Is this part of the 600 daily users?	Yes
Fully Open and Competitive correct. No restrictions such as Small business, 8a, etc. Require a subcontracting plan? %?	Yes, this a fully open and competitive RFP
“Improved Functionality” – Is there a restriction on what developing technologies to use (e.g., Java), restrictions on tools to implement project? Open source, or corporate tools?	There has been no predefined technologies for the development of the site. It is preferred that open souce tools be used were applicable.
How many distinct ‘user groups’ are there?	The groups are defined within the registration of the existing workforce3one site. Additional groups may be required based on JAD sessions.
On what date is the developer scheduled to commence?	The dates of the development vendor has not been defined yet. It is expected that a RFP will be distributed early 2012



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

Table of Contents
For Attachment A

General Provisions – Contracts

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Attachment A

General 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.



Online Technical Assistance

Vision

**U.S. Department of Labor
Employment and Training Administration**



Strategic Review Components

- Strategic Objectives
- Content Management
- Technology Objectives
- Outreach



Online Technical Assistance Vision

Improve performance and customer service by cultivating an environment for the workforce development system and its strategic partners, including states, localities, community organizations, and education, to share knowledge that will help adults and youth transition to good jobs, support business competitiveness, and foster community prosperity.



Online Technical Assistance Objectives

- Deliver effective technical assistance
- Facilitate continuous improvement
- Spur innovation in workforce development



Online Technical Assistance Goals

- Connect the workforce system with experts and peers
- Expand capacity through sharing Best Practices
- Train state agencies, WIBs, front line staff, local elected officials, and strategic partners
- Assist with the implementation of policies
- Enable open interaction within the workforce development system and with strategic partners



Attachment B



Welcome to Workforce³ One
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Innovations in Action

Featured "best practices" that you can implement in your workplace.

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Learn about and register for upcoming webinars.

Workforce Solutions **NEW**

Search for curricula, instructional and course materials, skill assessments, career ladders, outreach materials, reports and databases, sustainability tools, and more! These resources are free and can be customized or replicated to address workforce challenges in your local and regional areas.

Connect to a Community

Collaborate with your peers on topics that most interest you.

Share Content

Share your success stories, ideas, innovations, and more with the community.

Join Now

Create an Account and get instant access to free webinars, tools, documents, and much more.

Workforce³ One is an e-learning, knowledge sharing workspace that offers workforce professionals, employers, economic development, and education professionals a dynamic network featuring innovative workforce solutions. Online learning events, resource information, and tools help organizations learn how to develop strategies that enable individuals and businesses to be successful in the 21st century economy.


Pre-Recorded Webinar for Healthcare Virtual Platform SGAs
 Posted on April 13, 2010 at 01:37PM

A pre-recorded webinar for Prospective Applicants for the Solicitation for Grant Applications for the Healthcare Virtual Career Platform (HVCP) (SGA/DFA PY 09-09) is now available. Grantees are encouraged to have a copy of the Solicitation [<http://edocket.access.gpo.gov/2010/pdf/2010-7869.pdf>] available when viewing the recording.


Community-Based Job Training Grant Solicitation Recorded Webinar
 Posted on April 06, 2010 at 11:33AM

A pre-recorded Webinar for Prospective Applicants for the Solicitation for Grant Application for Community-Based Job Training Grants (SGA/DFA PY-09-07) is now available. Grantees are encouraged to have a copy of the Solicitation available when viewing the recording.


Web-Based Grant Application Toolkit
 Posted on March 04, 2010 at 07:56AM

ETA has launched a [Web-based toolkit on applying for competitive grants](#).

Current Usage:

- Launched 2005
- Refreshed 2008
- 84,000+ registrations
- 5,300+ documents
- 22.5+ Gb of content
- 600+ daily users
- 105,000+ attended webinars

Strategic Review Components

- Strategic Objectives
- Content Management
- Technology Objectives
- Outreach



Content Development

- Goals
 - Users post TA resources directly to the site
 - All ETA offices have the ability to contribute and manage TA content in real-time
 - Workforce system posts moderated by relevant ETA program staff
 - OWI serves as “Coordinating Editor”



Technical Assistance Delivery

C Communities of Practice

W Webinars

R Recorded Presentations

P Podcasts

B Blogs

D Discussion Forums

T Tools & Documents

L Links

? What's Next



Comprehensive TA Strategy



Best
Practices

Best Practices is a major
component of our
comprehensive
Technical Assistance Strategy



Leveraging Webinars

- Cost effective for ETA and participants
- Archived and accessible 24/7
- Responsive to emergent needs and gather input
- Allow access to subject matter experts
- Relieves resources for other critical functions
- Complement other Technical Assistance efforts



Encourage Feedback

- Enable the capability to easily receive feedback regarding the quality and delivery of TA
- Monitor and incorporate feedback to improve TA being offered to the workforce system



Strategic Review Components

- Strategic Objectives
- Content Management
- Technology Objectives
- Outreach



Web Service Platform

Service Requirements

Easy to Use

Stable & Secure

Flexible

Expandable

Extensible

Cost Effective



User Experience

Easy to Use

Navigable

Intuitive

Customizable

Extensible

Valuable



Web Service Platform

Service Requirements

Easy to Use

Stable & Secure

Flexible

Expandable

Extensible

Cost Effective



Increases ETA's flexibility for coordination and posting TA content



Strategic Review Components

- Strategic Objectives
- Content Management
- Technology Objectives
- Outreach



Outreach Objectives

- Increase awareness
- Broaden exposure
- Remove barriers
- Extol the benefits of aligning objectives
- Leverage the value of external resources



Expanding our Connections

- Traditional

- State Workforce Agencies and WIBs
- Local WIBs
- Intergovernmental
- Workforce Development
- Community Colleges
- Economic Development
- Business

- Non-Traditional

- Community Based Organizations
- Labor Management Organizations
- Adult Education
- Social Networks
- Other Federal, State, and Local Agencies
- Strategic Partners
 - Libraries & HOPE NOW



Connections & Outreach

- Broadcasting to shared e-mail lists
- Cross-posting articles
- Hosting and participating in online forums
- Allowing partners to connect to electronic resources and with each other



Leveraging the Push

- Proactively send content to users
- Leverage attendance in Webinars to push information
- Integrate predictive logic
- Use time-based and content-based triggers
- Track responses



Be Where They Are

- Engage users on their terms
- Use search science to connect to users
- Monitor keyword search terms
- Use effective page titles and metadata
- Enhance portable connectivity

