



CENTER FOR EMPLOYMENT SECURITY EDUCATION AND RESEARCH



NASWA UI Information Technology Support Center

In Partnership with USDOL

Request for Proposal (RFP)

For

Artificial Intelligence Enterprise LLM and UI Prediction Prototype

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

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1 Introduction

This document is a Request for Proposal (RFP) published by NASWA's Center for Employment Security Education and Research (CESER) to procure vendor contract services for the tasks and deliverables described herein, in support of a project conducted by CESER's Unemployment Insurance Information Technology Support Center (UI ITSC).

1.1 Purpose of this RFP

CESER is seeking to procure vendor contract services from vendor(s) to create a Large Language Model (LLM) based solution with the capability of hosting a prototype Enterprise LLM for NASWA, and also an artificial intelligence (AI) based tool for predicting one or more business outcome(s) in the UI domain based on historical data.

Areas in-scope for this project include:

1. The configuration and 'training' of select AI tool(s) currently in the marketplace, specifically for the UI domain. The aim is to create a prototype Enterprise LLM incorporating UI ITSC and NASWA data and demonstrate its utility. The solution shall be extensible to support multiple generative AI uses cases, such as the examples listed in this RFP, and be configurable to use different LLMs as required. NASWA will share all lessons learned with the states, and potentially identify common, sharable approaches to the creation of Enterprise LLMs in the states, which could minimize failure risk and of 're-inventing the wheel' by states in their AI projects.
2. To allow UI ITSC and volunteer state partners to assess the best approaches for a selected AI 'predictive AI' application. This will provide exposure to AI solutions and knowledge transfer of current AI techniques to UI ITSC for the subsequent sharing and benefit to the states. The predictive AI application will provide suggestions to assist a human user and not to make 'automatic' decisions without requiring human input.

UI ITSC is requesting vendors to submit detailed proposals to CESER, including service descriptions and pricing, for the services described in accordance with the Statement of Work (SOW) and Terms and Conditions of this RFP. Vendors are invited to indicate if any or all services, tools, and support hours may be provided free of charge in support of this RFP.

CESER may award to one, more than one, or no vendors as a result of this RFP. If multiple vendors are awarded, each will have at least one task awarded in full.

1.2 Background

This section contains background information on the project, NASWA and CESER's UI ITSC organizations, and the UI Program in general.

1.2.1 Project Background

States are developing and implementing AI systems from an increasing variety of vendors. NASWA tracks and records state progress through the NASWA Information Technology Committee, NASWA's internal Artificial Intelligence Committee, and through its internal 'AI Community of Practice', where state activities are archived for information sharing purposes.

Through this RFP, NASWA seeks to enhance its exposure to AI technologies and explore the use of both generative AI and predictive AI in the UI space.

1.2.2 Organization Background

NASWA is an organization of state administrators of UI laws, employment services, training programs, employment statistics, labor market information, and other programs and services provided through the publicly-funded state workforce system; its website is: <http://naswa.org/>. NASWA serves as an advocate for state workforce agencies, as a liaison to workforce system partners, and as a forum for the exchange of information. NASWA is a non-profit bi-partisan organization financed by annual dues from our member agencies and other sources of revenue.

CESER is a NASWA-affiliated education and research center focused on workforce development and UI issues. UI 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); its website is: <http://itsc.org/>.

1.2.3 Overview – Unemployment Insurance

The Federal-State UI Program provides UI 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 payments (benefits) are intended to provide temporary and partial wage replacement to unemployed workers who meet the requirements of state law.

The states play a major role in the UI Program, in particular:

- 1) Each state administers a separate UI program within guidelines established by federal law.
- 2) Eligibility for UI, benefit amounts and the length of time benefits are available are determined by the state law under which UI claims are established.
- 3) In the majority of states, benefit funding is based solely on a tax imposed on employers. (Three (3) states require minimal employee contributions.)

When an individual desires to obtain UI benefits, the individual must file a claim with the state. The state will then determine the claimant's eligibility, and if the claimant is eligible provide benefits to the claimant, following a Weekly Claim Certification process. Some details for these steps are provided below.

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.

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 (4) out of the last five (5) 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.

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.

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

Weekly Claim Certification:

In addition to an initial claim application, the claimant must certify on a weekly or bi-weekly basis (depending on state procedures) that they are still unemployed and continue to meet eligibility requirements.

The following is an example business process flow. (Business process flows may vary from state to state.)

- 1) On a weekly/bi-weekly basis, the claimant will contact the local office by phone or internet to file for continued benefits.
 - a) The claimant's identity is verified for security
 - b) The system verifies that the claimant is in active claim status and has a balance of funds available.
- 2) The claimant will answer a series of questions to determine if they are eligible for benefits for the week of unemployment claimed:
 - a) Is the claimant able and available for work?
 - b) Did the claimant look for work? (Names and addresses of contacts made may be required.)
 - c) Did the claimant refuse work offered?
 - d) Did the claimant return to work?

- e) Did the claimant earn wages during the week? What is the amount of gross wages earned? Is the claimant still working? Is work still available?
(Name and address of the employer may be required.)
- 3) Based on the claimant's responses to the questions asked on the weekly claim certification, the state UI agency determines eligibility for payment of benefits, and if applicable, a benefit amount is calculated based on the claimant's weekly benefit amount (established as part of the monetary determination process) and wages reported by the claimant.

2 General Conditions

This RFP is not an offer to contract. Acceptance of a response neither commits CESER to award a contract to any vendor, even if all requirements stated in this RFP are met, nor limits our right to negotiate in our best interest. CESER reserves the right to contract with a vendor for reasons other than lowest price.

Respondents must address all sections of this RFP.

Failure to answer any question in this RFP may subject the response to disqualification. Failure to meet a qualification or requirement will not necessarily subject a response to disqualification.

2.1 Valid Period of Offer

The pricing, terms, and conditions stated in your response must remain valid for 90 days from the date of delivery of the response to CESER.

2.2 Confidentiality/Non-Disclosure

Please refer to Attachment B – CESER General Contract Terms and Conditions, Item #16.

2.3 Right of Rejection

CESER reserves the right to accept or reject any or all responses to this RFP and to enter into discussions and/or negotiations with one or more qualified vendors at the same time, if such action is in the best interest of CESER's UI ITSC.

2.4 RFP Offer

CESER reserves the option to request services based on the terms proposed in the response, from one or more selected vendors. Therefore, vendors are cautioned to submit your lowest price and best terms in response to this RFP.

2.5 Cost of Proposal

Expenses incurred in the preparation of responses to this RFP are the vendor's sole responsibility, regardless of whether or not the vendor is successful in receiving a contract as a result of responding to this RFP.

2.6 Assumptions

The vendor, and/or its subcontractors, shall at a minimum have demonstrable expertise in:

- 1) AI.
- 2) Generative AI, including Retrieval Augmented Generative AI, transformer model, and other generative AI approaches.
- 3) Predictive AI approaches and how they could be applied to the UI space.
- 4) AI tools configuration, training data preparation, bias assessment and resolution, AI and data security.

The vendor must provide examples demonstrating their knowledge of the above areas in their response. Please include any examples of AI projects in the UI domain.

3 Proposal Instructions and Time Frames

This section contains instructions governing the response to be submitted.

3.1 Proposal Delivery

RFP responses shall be submitted on or before March 7, 2025, at 11:59pm ET, to rfp_responses@itsc.org in a format that is readable in Microsoft Word or as a PDF. NASWA will not accept hard-copy responses or other formats. All responses to this RFP shall contain “NASWA AI RFP Response” in the response email’s subject line.

3.2 RFP Questions

Clarifying questions may be submitted on or before January 24, 2025, at 11:59pm ET to rfp_responses@itsc.org. All clarifying questions for this RFP shall contain “NASWA AI RFP Response” in the email’s subject line. All questions will be anonymized where possible and posted alongside their answers on [RFP/RFI \(itsc.org\)](https://www.itsc.org) no later than February 14, 2025.

3.3 Schedule of Events

The following table details the schedule of events in the proposal process.

Schedule of Events	
Event	Date
RFP Publication	January 3, 2025
Vendor Questions Deadline	January 24, 2025

Schedule of Events	
NASWA Answers Posted	February 14, 2025
Proposal Submission Close Date	March 7, 2025
Proposal Review and Evaluation Completion	April 4, 2025
Contract Award	April 11, 2025
Contract(s) Made Final with Vendor(s)	April 25, 2025
Anticipated Project Start Date	April 28, 2025

4 Proposal Preparation

This section provides specific instructions on preparing the vendor response.

4.1 General Preparation

When responding to this RFP, the vendor shall:

- 1) Follow the response outline in Section 4.2. For each response, identify the RFP item to which you are responding. It is required that all vendors respond to each section in the order as specified in the outline.
- 2) Number pages consecutively within a section using section and page numbering (e.g., Page 3-30).

4.2 Required Response Outline

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

Required Response Outline		
Response Section Number	Section Title	Section Content
1	Executive Summary	Summarize the RFP response: limited to three pages
2	RFP Response	Describe the proposed solution and project management process

Required Response Outline		
3	Terms and Conditions	Response to Attachment B
4	Pricing	Response to RFP Section 7
5	Additional Information	As vendor deems appropriate

4.3 Evaluation criteria

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

- 1) Adherence to RFP Instructions.
- 2) Company Information, including (but not limited to):
 - a. Size of company.
 - b. Length of time in business.
 - c. Experience with similar AI projects in the UI domain.
 - d. Team skill-sets and depth of available Team resources.
 - e. Resumes of project leads.
 - f. Whether Sub-Contractors are proposed for use on this project.
 - Proposed plan for Vendor to manage and coordinate all proposed Sub-Contractors for this project.
- 3) Solution, including (but not limited to):
 - a. Project Understanding, Solution, and Vision.
 - b. How well the proposed deliverables meet requirements described in RFP and SOW, including the types of data that can be both input to and output from the system (text, images, video, speech, etc.)
 - c. Past Performance: Vendor descriptions of past projects
 - d. Client references.
 - e. Cost Summary.
 - i. Itemized breakdown of all direct and indirect costs;
 - FTEs by skill set needed for the project.
 - Hourly rate and the total hours by skill set.
- 4) Project Management, including (but not limited to);
 - a. Project Management Plan.
 - b. Project Schedule showing Initiate/Plan/Execute/Monitor-Control/Close stages.
 - c. Example project status reports that will be provided to the UI ITSC project manager.
 - d. List of Deliverables to meet all Requirements.

5 Statement of Work

Please see Attachment A for the SOW. The proposal, created in response to the SOW, must include a detailed description indicating how the requirements expressed in each task and deliverable will be accomplished by the vendor. If any task or deliverable cannot be fulfilled, a full explanation must be given, and if appropriate, an alternative solution should be proposed.

UI ITSC is interested in your ideas and specifically your approach to achieving the desired project goals and objectives outlined in this RFP and the SOW. Vendors are encouraged to consider and propose alternative solutions and recommendations.

6 Terms and Conditions

CESER General Contract Terms and Conditions shall be the basis for any and all contracts arising from this RFP are shown in Attachment B.

7 Proposal Pricing

Vendor price proposal shall be for a fixed price deliverables-based contract. The price quoted shall be all-inclusive. Finalized project deliverables, deliverables acceptance criteria and payment schedule shall be agreed to with the selected vendor upon contract award.

The vendor shall provide the itemized cost for each deliverable specified in Attachment A, together with a breakdown of the costs for the staffing resources proposed by skill set and hours per skill set. The vendor shall also provide cost and staffing breakdown for any alternative or additional deliverables proposed. The vendor shall indicate which tools, services, and/or staff hours are provided free of charge, if any.

8 Additional Information

The vendor may include any additional information that may aid UI ITSC in its review process.



Statement of Work - RFP Attachment A

For

Artificial Intelligence Enterprise LLM and UI Prediction Prototype

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

1 Introduction

This Statement of Work describes the project goals, tasks, deliverables, and the period of performance for the Artificial Intelligence (AI) Enterprise Large Language Models (LLMs) and UI Prediction Prototype project.

2 Project Goals and Objectives

Goals:

- Investigate the potential value of UI specific Enterprise LLMs to states, and related benefits from UI focused generative AI.
- Explore the value of AI prediction as a means to assist human users.
- Provide meaningful value to UI ITSC, NASWA and the states in terms of shareable AI knowledge, documentation, and/or example tools.

Objectives:

1. Create a Prototype Enterprise LLM for UI ITSC/NASWA

In this objective current LLMs such as those available through MS/OpenAI/Google and/or the Open-source Community will be configured with UI ITSC data (using the Retrieval Augmented Generative AI pattern, or other as TBD) to demonstrate the feasibility and utility of a NASWA-wide Enterprise LLM.

Readily available UI ITSC data includes the UI ITSC Modernization ‘Guidebook’ which consists of approximately 1000 pages of UI IT Modernization information.

The desired outcome is a ‘UI IT Modernization LLM’ which can be interrogated by user prompts and generate responses using natural language text, images, video and speech. The LLM shall be provided along with full documentation of how LLM configuration was conducted to serve as an ‘example approach’ for states interested in creating their own similar Enterprise LLMs.

The solution is required to implement or be extensible to use multimodal foundation model(s), whereby being able to process images, videos, speech, etc., in addition to text.

The solution to be created under this RFP is required to be directly extensible to support additional use cases beyond the initial ‘Guidebook’ use case and must be configurable to use a range of LLMs. The solution is required to be Multi-lingual, with supported languages specified by the vendor. Some example future use cases that the solution must be expandable to support include:

- ‘RFP interrogation and creation’.
- ‘Employment and Training Administration (ETA) report processing’.
- Benefit Accuracy Measurement (BAM) rules staff training.

- UI program guidebooks interrogation.
- State specific experiences and interactions.

In each of the above examples, the solution shall be capable of being configured to provide accurate, transparent and unbiased responses, as well as create outputs using standard templates, populated with suggested content and lessons learned data.

The solution shall also be extensible to support ‘plain language’ conversions; for example, converting documents to a 6th grade reading level, or converting English language to Spanish.

Vendors are invited to explain how the solution could be extended to support Agentic AI agents to further assist human-centric processes.

2. Create a UI Prediction Prototype

There are numerous potential applications for AI prediction within UI. One possible application is a ‘UI Adjudication Desk Aid’. Vendors may propose a project based on this use case or an alternative use case to be agreed upon at project start.

For the ‘UI Adjudication Desk Aid’ option, a predictive tool will be trained with anonymized historical data from a volunteer partner state (or manufactured data). This would assist the claims adjudicator in determining whether a particular claim should be approved or denied.

If a different application for predictive AI is proposed, vendors should suggest alternatives of a similar scope/cost to that for the scope of the ‘UI Adjudication Desk Aid’ described in this RFP.

UI ITSC and its volunteer state partners to assess the best approaches for the selected AI ‘predictive AI’ application, which will provide exposure to AI solutions and subsequent knowledge sharing for the benefit of all states and USDOL.

Regardless of the use case selected, there shall be human review of all predictions. The goal of the predictive AI prototype is to make suggestions to aid in a UI staff-centric process.

3 Project Scope

Creation of production tools for use outside of NASWA is outside of the scope of this project (and therefore any continued production support or maintenance.) It is anticipated that the Enterprise LLM prototype and ‘Desk Aid’ or other ‘predictive prototype’ created by NASWA may have direct benefits to NASWA, but they are not proposed to be made available to states directly as NASWA products, requiring support or warranty.

However, it is an objective of the project that any prototype components developed under this project may be made available to states as reference versions for learning purposes and possible later state adoption.

4 Task Descriptions and Deliverables

It is intended that the project goals and objectives shall be met by completion of the tasks and deliverables described in this section.

The vendor shall work with UI ITSC and/or state and USDOL Subject Matter Experts (SMEs), who may be identified by UI ITSC to assist in the review of the outputs and deliverables from this RFP.

Task 1 – Create and Configure Prototype NASWA Enterprise LLM

- 1) Perform the configuration and set-up of selected AI tool(s) currently in the marketplace, at the time of project start, specifically for the UI domain. Prepare UI ITSC provided data for processing as required.
- 2) It is anticipated that the vendor shall use a Retrieval Augmented Generative (RAG) AI model with the underlying LLM(s) of its choice. However, the vendor is free to recommend alternative approaches that would meet the RFP Objectives. The vendor should propose a solution which uses a multimodal foundation model solution, or can be extended to be multimodal, where the chat bot processes several modes of interaction, such as text, speech, images, and videos. Vendors must explain in their response how multimodal inputs will be handled.
- 3) The vendor should incorporate Explainable AI (XAI) techniques in LLM configuration and training.
- 4) Iterate with UI ITSC SMEs and testing staff to improve results as much as possible through the duration of the project.

Task 1 Deliverables:

- 1) A functioning, responsive, ‘virtual assistant’ or ‘chat-bot’ based on an Enterprise LLM incorporating approximately 1000 pages of NASWA ‘Guidebook’ UI IT Modernization technical information, plus implement (or be extensible to implement) several ‘multimodal inputs’, such as UI ITSC training recordings.
 - a. Meet applicable NIST AI security standards.
 - b. Response times to be on par with those typically available from commercial on-line LLM-based chat-bots (such as Chat GPT, Goole Gemini, MS Copilot, etc.)
- 2) A user interface permitting the enterprise LLM to be interrogated with user prompts. The user interface must support multimodal inputs such as speech, images, and video, or be extensible to support multimodal inputs.

- 3) Technical documentation describing in detail:
 - a. The LLM(s) used and the underlying AI model in detail.
 - b. Any prompt engineering techniques used in model development or recommended for the LLM(s) used.
 - c. How the NASWA provided data was incorporated.
 - d. How potential bias was minimized, and any ethical considerations.
 - e. How Explainable AI (XAI) was used to provide transparency for results.
 - f. How the LLM could be further refined by UI ITSC staff with additional data, if required, following the completion of the project.
 - g. All configuration and System setup information, including detail steps for data loading.
- 4) User documentation on the use of the enterprise LLM, with example prompts and typical results, which could be used by UI ITSC for staff training purposes.
- 5) Documented Lessons Learned (including input from UI ITSC and its partners), and list of suggested follow-on projects, with project descriptions including potential benefits and risks.
- 6) Knowledge transfer sessions to ensure UI ITSC understanding. In your response to this RFP, please include a detailed explanation of the skills and knowledge areas covered, along approach to transfer. Conduct knowledge assessments with staff before and after the knowledge transfer sessions to confirm their effectiveness. Confirm that staff know how to configure and expand the system, add new use cases, and have familiarity with underlying AI concepts.
- 7) One year of hosting, including backup and any development environments, including rates for cloud consumption costs in production. (Training consumption to be covered under development costs).
- 8) One year maintenance and operations period, including ongoing evaluation of performance and adjustments for performance improvement. Vendors must provide analytics giving details of the user prompts used and the corresponding results generated by the system at a frequency to be determined.

Task 2 – Create and Train a UI Prediction Prototype

- 1) Perform the configuration and training of selected AI analytic tool(s) currently in the marketplace, specifically for the UI domain. It is anticipated that the vendor shall create a trained neural network which meets the RFP objectives. The vendor is free to recommend any (including multiple) neural network topographies, or other approaches that would meet the RFP Objectives.
 - a. The number of training records and number of input and output parameters is to be agreed to with the vendor depending upon the agreed to business function to be analyzed. For project scoping purposes the vendor should anticipate a predictive AI system that can be iteratively trained over a 2 to 3 months period, working with UI

ITSC and partner staff as needed to review results and improve training data based on system results.

- b. The predictive AI system may include generative AI and/or document analysis components depending upon the need to process unstructured data in the problem being addressed.
 - c. Should real anonymized historical data not be available, manufactured data meeting the agreed to specification shall be created during the period of performance by UI ITSC and its partners with vendor assistance as required.
 - d. UI ITSC is open to vendor recommendations on the required minimum number of records required for effective system training, however, the aim is to keep project costs and associated staff hours as low as possible.
- 2) Prepare UI ITSC provided data for training as required.
 - 3) Iterate with UI ITSC SME and testing staff to improve results as much as possible through the duration of the project.

Task 2 Deliverables:

- 1) A functioning, responsive, AI software-based system meeting the following criteria:
 - a. Trained with UI ITSC provided training data.
 - b. Provides a level of confidence in each prediction, the ability to effectively assist a claims adjudicator with incomplete data, and with the capability of self-learning.
 - c. Be easily installed in and integrated with common modern Windows and/or Linux based UI systems, as well as callable directly from a modern web-browser, for demonstration purposes.
 - d. Be developed in a modern development language, such as Python, or other(s) to be proposed by vendor for consideration.
 - e. Predictions must be available from the system in at most 1 to 5 seconds, under typical network and server conditions (preference will be given to cloud-based solutions.)
 - f. Meet applicable NIST AI security standards.
- 2) Technical documentation describing in detail:
 - a. The underlying AI model.
 - b. How the underlying AI model was trained, including all training and test data.
 - c. How the underlying AI model could be retrained by UI ITSC staff with additional data, if required, following the completion of the project.
 - d. System setup and available interfaces to both UI systems and training data.
 - e. Analysis of the input data provided to the system and the outputs generated in order to inform additional training and/or tuning.
 - f. How Explainable AI (XAI) was used to provide transparency for results.
- 3) User level documentation on the use of the AI system.

- 4) Documented Lessons Learned (including input from UI ITSC and its partners), and list of suggested follow-on projects, with project descriptions including potential benefits and risks.
- 5) Knowledge transfer sessions to ensure UI ITSC understanding. In your response to this RFP, please include detailed explanation of the skills and knowledge areas covered, along approach to transfer. Conduct knowledge assessments with NASWA staff before and after knowledge transfer sessions, to confirm their effectiveness. Confirm that NASWA staff know how to configure, and expand the system, add new use cases, and have familiarity with underlying AI concepts.
- 6) One year of hosting, including rates for cloud consumption costs in production. (Training consumption be covered under development costs).
- 7) One year maintenance period, including ongoing evaluation of performance and adjustments for performance improvement.

Task 3 – Project Management

- 1) The vendor shall create a Project Management Plan and a comprehensive project schedule. The UI ITSC Project Manager will provide vendor oversight and overall project management, including coordination between the vendor, as required, partner states and USDOL.
- 2) The vendor shall be responsible for:
 - a. The immediate escalation of any project issues to the UI ITSC Project Manager for prompt resolution.
 - b. Ensuring all agreed-to project deliverables are met per the agreed to project schedule.

Task 3 Deliverables:

- 1) Project Management Plan. The Project Management Plan shall:
 - a. Detail how the vendor manages all aspects of the project, under the oversight of the UI ITSC Project Manager. The project management plan shall address quality assurance, communications, schedule, costs, scope, issues, risks, and action items. The vendor shall include a collaborative approach to project deliverable development and review with the UI ITSC Project Manager.

- 2) Project Schedule.

The Project Schedule shall:

- a. Detail all deliverables, activities, resources, constraints and dependencies. Include vendor and state SME activities.

- b. Allow for tasks to be performed in a collaborative fashion with UI ITSC staff and the state/USDOL SMEs as required.
- c. Allow for tasks to be performed in a collaborative fashion with UI ITSC staff and the state/USDOL SMEs as required.
- d. Allow for each deliverable to be provided in review form prior to final delivery. The vendor shall allow appropriate time for state and CESER-UI ITSC review. The vendor shall address all state and CESER-UI ITSC comments for each deliverable in each iteration.
- e. Be agreed to within 10 business days of contract signing.

3) Project Status Report.

- a. This shall include vendor schedule update, budget report, achievements, issues and risks, together with issue resolution recommendations and risk mitigation. Report delivery to be agreed to at project commencement.

4) Meetings and Demonstrations.

- a. The vendor shall attend regular project status meetings and provide project demonstrations to UI ITSC and partners on an up-to a weekly basis as required.

5 Period of Performance

The project will start on April 28, 2025, and will be completed by October 31, 2025.



*Center for Employment Security Education and Research
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CESER General Contract Terms and Conditions – RFP Attachment B

**Table of Contents
For Exhibit B
General Provisions – Contracts**

Clause

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21. Taxes
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27. Review and Coordination
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29. Flow down Provisions
30. Compliance with Applicable Laws
31. Indemnification
- 32. Survival**

Exhibit B
General Terms and Conditions
October 15,2021

1. Definitions

- A. *Contract* shall mean the Contract entered into between Contractor and CESER, including the Statement of Work, these General Terms and Conditions, and any other attachments and exhibits.
- B. *Work* shall mean all deliverables as set out in Exhibit A and provided by Contractor pursuant to the Contract.
- C. *Concerned Funding Agency* means the state agencies and/or Consortium providing funding, in whole or in part, for this Contract through an agreement with CESER.

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 that cannot be resolved through good faith negotiations among the parties may, upon mutual agreement of the parties, be settled by arbitration by a neutral third party acceptable to both Contractor and CESER 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 Contract and for a period of three (3) years following the termination or expiration of the Contract, 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.

The Contractor warrants that it shall, during the term of the Contract and for a period of three (3) years following the termination or expiration of the Contract, 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 that are applicable to a fixed price contract.

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 and at mutually agreeable times, to audit, inspect, and copy the Contractor's records relevant to this Contract. 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 Contract and for the three (3) years following the termination or expiration of the Contract. 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 2 CFR 200 if applicable and the Contractor has more than \$750,000 in expenditures in a year in awards (including contracts, grants, cooperative agreements, etc.) made by a federal agency. If applicable, the Contractor must submit a copy of its 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., Suite142, 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 2 CFR 200.

Contractor agrees that in the event that Contractor's audit report indicates instances of noncompliance with federal laws and regulations, 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 if required by 2 CFR 200. 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 Work.

7. Allowable Costs

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars 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 Work provided by the Contractor pursuant to the Contract shall be "work for hire" and therefore all Work, including source code, 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. Contractor may not use the source code or base Workforce Connect Framework for other projects without written consent from CESER. Without limiting the foregoing, CESER shall have access to the Work at any time during the term of the Contract.

11. Personnel

Any personnel identified in the Contract as individuals who will be performing services under this Contract or producing the Work may not be changed without the written approval of CESER. Contractor agrees that its employees may be required, if requested by CESER's client, to undergo a background check. The expenses of a background check shall be invoiced to CESER.

12. Modification of the Contract

The Contract 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.

CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE - Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the types and specific coverages herein described and are written for not less than any limits of liability specified in these Contract Documents or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.

COVERAGE LIMITS - Insurance coverage limits required to be carried by the Contractor under this Section shall be as follows:

- i. Policy shall include bodily injury, property damage and broad form contractual liability coverage.
- ii. General Aggregate \$2,000,000
- iii. Products – Completed Operations Aggregate \$1,000,000
- iv. Personal and Advertising Injury \$1,000,000
- v. Each Occurrence \$1,000,000
- vi. Crime insurance to provide employee dishonesty coverage on money, securities or property other than money and securities including property in the contractor's care, custody or control in an amount of \$250,000.
- vii. Compliance with requirement for workers' compensation and disability benefits insurance coverage with your state laws.

The Contractor shall, prior to commencement of the Work required under the Contract, provide CESER with valid original Certificates of Insurance as evidence of the Contractor's insurance coverage in accordance with the foregoing provisions for the term of this Contract. Such certificates of insurance shall specify that the insurance provided exceeds or equals the amounts required for the types of insurance required above.

16. Confidential Information

Any information regarding CESER or CESER's client (the state or states involved with this project) 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 and any UI claimant personally identifiable information to which Contractor may have access (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. Some of the states involved with this project may have separate nondisclosure forms that Contractor or Contractor's employees will need to sign if Contractor will have access to information that is confidential under state or federal law.

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 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

Neither party shall use the name of the other party, or the name(s) of the other party's employees, logos, trademarks or other identifiers, without the prior written consent of the other party, except that Contractor may list this project in its reports of sponsored activities.

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. Stop Work Order

CESER may, at any time, by written order to Contractor, require Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by CESER after the order is delivered to Contractor. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this section is cancelled or the period of the order or any extension expires, Contractor shall resume work. The CESER Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this Contract shall be amended in writing accordingly.

23. Term and Termination

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

In addition, this Contract 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 of this Contract, the Contractor shall deliver to CESER: all Work, whether in final or draft form, that has been produced as of the date of termination of this Contract; 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.

24. Warranty of Services

The Contractor warrants and represents that: (a) the Services shall conform to the Contract and Statement of Work 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 Contract; (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.

25. 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 Contract.

26. Concerned Funding Agency

This Contract 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 Contract are subject to the timely fulfillment by Concerned Funding Agency of its funding obligations to CESER.

27. 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.

28. Entire Agreement

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

29. 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 Contract 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 Contract, or as limiting any rights or privileges of CESER otherwise allowed by or provided for in the Contract. The Contractor also agrees to flow down these same provisions to any lower-tier subcontractors.

30. Compliance with Applicable Laws

In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following regulations and cost principles, including any subsequent amendments:

- i. Uniform Administrative Requirements:
 1. 2 CFR 200
- ii. Cost Principles:
 1. 2 CFR 200
- iii. Other Requirements (As Applicable):
 1. 29 CFR Part 93, Lobbying Certification
 2. 29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements
 3. 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace

31. 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.

32. Survival

The following sections of these General Terms and Conditions shall survive the termination of this Contract:

- a. The section titled "Relationship."
- b. The section titled "Arbitration and applicable law."
- c. The section titled "Assignment and Subcontracting."
- d. The section titled "Remedies."
- e. The section titled "Ownership Rights."
- f. The section titled "Confidential Information."
- g. The section titled "Limitation of Liability."
- h. The section titled "Public release of information."
- i. The section titled "Special Damages."
- j. The section titled "Flow down Provisions"
- k. The section titled "Indemnification."
- l. This section titled "Survival."