



June 15, 2009

Request for Proposal: Design Services

The Workforce Boards of Metropolitan Chicago are soliciting proposals from qualified sources to provide design services. Services will include the design and layout of two types of regional reports as well as print material to promote the region's *Youthfutures* website.

I. Background

The Workforce Boards of Metropolitan Chicago, a regional consortium of eight Workforce Boards, undertake regional initiatives aimed at supporting business and sustaining the region's economic vitality. The Workforce Boards of Metropolitan Chicago include Workforce Boards covering the City of Chicago and Cook, Grundy, DuPage, Kankakee, Lake, Livingston, McHenry, and Will Counties. The Workforce Boards are responsible for workforce preparation and economic development activities in their respective local areas but, collectively as a consortium, work to address workforce issues on a regional basis. The region represents a population of 8.9 million people and a labor force of 5.3 million, comprising 69% of the Illinois population and 70% of Illinois' total labor force. The region is home to over 207,000 businesses, 70% of Illinois' employers. This consortium of Workforce Boards has adopted a regional approach recognizing that cross-geographic issues impact the economic vitality of each area. Collectively they can be more effective in addressing workforce issues and shared goals.

One role of the Workforce Boards is to share information that ensures the regional workforce system addresses the workforce needs of its business community. In fulfilling this role, the Workforce Boards develop and issue a variety of reports that are primarily made available through their website (www.workforceboardsmetrochicago.com). Additionally, the Workforce Boards have established an online directory of youth services available in the metropolitan Chicago region – *Youthfutures* (www.youthfuturesmetro.com). In response to this RFP, The Workforce Boards of Metropolitan Chicago intend to award a contract to support design and layout of various reports to be made available electronically to the public and print material promoting the use of *Youthfutures*.

II. Eligible Bidders

Bidders must be able to demonstrate experience in the design of reports and development of marketing materials.

III. Description of Requested Services

The selected bidder will be required to work under the direction of the Regional Coordinator for The Workforce Boards of Metropolitan Chicago. A description of the services to be provided in response to this RFP is provided below.

- Regional Indicator Reports: The Workforce Boards develop regional indicator reports that address a variety of topics related to workforce and economic development. To date, a standard template for reports has been developed and four reports have been issued. The most recent report is available on the home page at www.workforceboardsmetrochicago.com; additional reports are available in the publications section. Report text and charts are provided as a Microsoft Word document. The contractor will be responsible for preparing up to four indicator reports in the standard format, adding color and photos, and providing the final documents in PDF format for posting to website and print ready format, in the event that print copies are

desired. Should reports be printed, the contractor will obtain a minimum of three print bids and oversee the printing process.

- Regional Economic Update: The Workforce Boards intend to issue quarterly regional economic update reports that will primarily consist of charts. The contractor will propose three design options for the report and establish a template to be used for future reports. The report will be provided in Microsoft Word format, and the contractor will be responsible for preparing four reports in standard format and providing reports in PDF format for posting to website and print-ready format. Should reports be printed, the contractor will obtain a minimum of three print bids and oversee printing process
- Promotion of *Youthfutures*: The contractor will develop a small two color promotional, printed piece that provides basic information about *Youthfutures* and can be used to promote use of the online directory. It is anticipated the printed piece will be the approximate size of a business card and direct potential users to the website. The contractor will present two basic design options, finalize the design, obtain a minimum of three print bids, and oversee the print process.

V. Contract Period

The contract period is July 15, 2009 through June 30, 2010.

VI. Project Cost

Bidders are advised to submit bids reflecting their best and lowest cost. The contract to be awarded will be for a fixed price in terms of services to be provided. The contract will include a designated amount of funds to support the purchase of any stock photos needed for reports; such photos will augment the library of photos previously purchased by the Workforce Boards which will be made available to the contractor. Payment will be contingent on the provision of services and the Regional Coordinator's acceptance of deliverables.

VII. Submittal of Proposals

All proposals must be received by July 2, 2009 no later than 4:00 p.m. CST. Bidders must submit two original copies accompanied with an electronic copy of proposal in Microsoft Word and sample work products in PDF on CD to:

The Workforce Boards of Metropolitan Chicago
c/o Workforce Investment Board of Will County
214 N. Ottawa Street, 4th Floor
Joliet, IL 60432

Proposals will not be accepted via fax transmittal or e-mail.

VIII. Inquiries

Questions related to preparation of the proposal and/or services to be provided must be submitted in writing to Jan Etzkorn, Regional Coordinator, at jetzkorn@workforceboardsmetrochicago.org by 5:00 p.m. CST on June 19, 2009. A summary of all questions received and responses provided will be made available no later than June 22, 2009 to any individual or organization submitting a request for the summary to Jan at jetzkorn@workforceboardsmetrochicago.org.

IX. Proposal and Contract Information

- The Workforce Boards of Metropolitan Chicago reserve the right to accept or reject any or all proposals received, to negotiate with any qualified source, to negotiate for all or parts of the services identified in Section III or to cancel in part or in its entirety this RFP process if it is in its best interest to do so.
- This RFP does not commit The Workforce Boards of Metropolitan Chicago to award a contract or to pay any cost incurred in the preparation of proposals.
- The content of the proposal submitted by the bidder(s) selected for funding will become part of the contract.
- Contractors will be required to comply with provisions and supply certifications identified in Attachment B.
- The successful bidder will enter into a contract incorporating all terms of the agreement, and if the bidder fails to agree to such terms, the bid award may be withdrawn.

X. Modification to the Original Contract

- The Workforce Boards of Metropolitan Chicago reserve the right to modify the initial contract to include an extension beyond the original contract timeframe pending availability of resources and performance of the contractor.
- The initial contract may be modified to include additional services reasonably related to those initially procured through this RFP, with additional funding to support provision of those services pending availability of resources and performance of the contractor.
- The Workforce Boards of Metropolitan Chicago reserve the right to modify the original contract to include additional funds to support additional services, reasonably related to those procured through this RFP, to be performed for any of the individual Workforce Boards within the region

XI. Content of Proposal: Any individual interested in providing requested services should submit a proposal that provides the following information:

- Cover sheet provided as Attachment A.
- Brief background information which demonstrates that the bidder/individual(s) to provide requested services possess the required qualifications and a minimum of three samples of previous work products.
- Names and contact information for a minimum of three references.
- Work plan which identifies tasks to be performed in support of each work product/deliverable and the turn-around time required to perform each task (e.g., number of days).
- A budget that provides costs for the following items:
 - Cost per page associated with layout of indicator reports;
 - Cost for design of economic update report template;
 - Cost per page associated with layout of economic update report;

Cost associated with developing Youthfutures promotional piece; and

Cost associated with managing a single print process, not including the cost of printing.

XII. Review and Selection Process: The maximum points any proposal can receive are 100. A review team will evaluate proposals according to the following criteria:

- Background information: The bidder possesses skills and experience related to services to be provided.
Maximum points: 30
- References: The references indicate that their experience with the bidder has been positive.
Maximum points: 10
- Work plan: The bidder's work plan reflects an understanding of services to be provided and deliverables produced; timeframes for the completion of tasks appear reasonable and responsive.
Maximum points: 30
- Cost: Cost information is provided for layout of indicator reports, design of economic update report template, layout of economic update reports; design of *Youthfutures* promotional piece; and coordination of any requested printing; costs appear reasonable.
Maximum points: 30 points

Each bid will be assigned a point value based on an average of all individual reviewer scores. Bids will then be ranked based on average scores.

**The
Workforce
Boards
of
Metropolitan
Chicago**

For Internal Use Only	
Rec'd by _____	Date _____ Time _____
Name of Organization	
Address	
Name and Title of Contact	

Please provide the following information for the above named contact										
Telephone #:	Fax #:	Email:								
Legal Status: <input type="checkbox"/> Private for Profit Corp. (Date Incorp/State _____); <input type="checkbox"/> Private Not-for-Profit Corp. (Date Incorp/State _____); <input type="checkbox"/> Public Agency (Specify _____); <input type="checkbox"/> Sole Proprietorship; <input type="checkbox"/> Partnership; <input type="checkbox"/> Other(Specify: _____)										
Organization Information: If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity (as used to apply for the entity's EIN) and the EIN. FEIN/SSN Number _____ IRS Classification for Tax Exemption: _____										
Total Project Cost/Budget:										
The bidder certifies that the information provided in this Request for Proposal including all Attachments, is true, accurate and current; and the person signing below is authorized to do so on behalf of the above named organization. Signature of Duly Authorized Representative: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">_____</td> <td style="width: 50%; text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">Signature</td> <td style="text-align: center;">Date</td> </tr> <tr> <td style="width: 50%; text-align: center;">_____</td> <td style="width: 50%; text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">Typed/Printed Name</td> <td style="text-align: center;">Typed/Printed Title</td> </tr> </table>			_____	_____	Signature	Date	_____	_____	Typed/Printed Name	Typed/Printed Title
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CONTRACT PROVISIONS/REQUIREMENTS

ASSURANCES

The Contractor hereby assures and certifies compliance with each of the requirements where applicable:

1. Program Requirements as provided for under Section 181, 183, 184, 186, 187, 189 and 195 of the Act.
2. 20 CFR Part 667.264(a)(2) prohibiting utilization of funds to carry out public service employment programs under Title I of the Workforce Investment Act.
3. The limitations on the use of funds as provided for under 20 CFR Part 667.264(a) and 20 CFR Part 66he policy on lobbying restrictions as established.
4. Section 189(h) of the Act, by assuring that each individual participating in any program established under the Act, or receiving any assistance under the Act, has not violated Section 3 of the Military Selective Service Act (50 U.S.C.appl. 453).
5. Permit and cooperate with federal investigations undertaken in accordance with Section 185 of the Act.
6. Section 134(e)(3) of the Act and 20 CFR Parts 663.815, 663.820, 663.825, 663.830 and 663.840 in making needs-based payments to individuals participating in a training program.
7. Record retention requirements contained in 29 CFR 95.53 or 29 CFR 97.42.
8. 29 CFR Part 667.270 which prohibits replacing a currently employed worker with any WIA participants.
9. Serve non-economically disadvantaged participants in accordance with Section 129(c)(5) of the Act.
10. 20 CFR Part 667.262(a), prohibiting funds to be used for employment generating activities, economic development and other similar activities unless they are directly related to training for eligible individuals.
11. Require all lower tier subcontractors to comply, with the policy on lobbying restrictions as established in accordance with 29 CFR Part 93.
12. The policy on debarment and suspension regulations as established in accordance with 29 CFR Part 98.
13. Require all commercial organizations, which are lower tier subcontractors and which expend more than the minimum level specified in OMB Circular A-133 (300,000 as of April 15, 1999), have either an organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit.
14. Sections 134(d)(4)(F)(iii) and 134(d)(4)(G) of the Act.
15. Equal Employment Opportunity – All contractors shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor.
16. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
17. The Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provision Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
18. Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis on a standard

work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

19. Compliance with all requirements relating to the performance of experimental, developmental, or research work including providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401.
20. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251 et. seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
21. The provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. §§1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See 29 CFR Part 98.
22. The provisions of Debarment and Suspension (E.O.'s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

APPLICABLE STATUTES

1. **Drugfree Workplace Act (30 ILCS 580/1. et. seq.)** Contractor will make the certification required in this Agreement and will comply with all of the provisions of the Drugfree Workplace Act, which are applicable to the Grantee. False certification or violation of the requirements of the Drugfree Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with The Workforce Board for at least one (1) year but not more than five (5) years.
2. **Freedom of Information Act (5 ILCS 140/1 et. seq.)** Applications, programmatic reports and other information obtained by The Workforce Board under this Agreement shall be administered pursuant to the Freedom of Information Act.
3. **Historic Preservation Act (20 ILCS 3420/1 et. seq.)** The Contractor will not expend funds under this Agreement which results in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property.
4. **Land Trust/Beneficial Disclosure Act (765 ILCS 405/2.1)** No grant award funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Illinois Department of Employment Security identifying each beneficiary of the land trust by name and address and defining such interest therein.
5. **State of Illinois Discrimination Laws (775 ILCS 5/1-101, et. seq.)** In carrying out the performance required under this Agreement, the Contractor shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. The Contractor's failure to comply with all applicable provisions of the Illinois

Human Rights, or applicable rules and regulations promulgated thereunder, may result in a determination that the Contractor is ineligible for future contracts or subcontractors with The Workforce Board, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

6. **Unemployment Insurance Act (820 ILCS 405/1900)** In the context of performance under this Agreement, the Contractor will or may have access to documents, files, records or other information that is confidential within the meaning of Section 1900 of the Unemployment Insurance Act and agrees to comply with all provisions set forth in Section 1900 of said Act regarding nondisclosure of any such information, including penalties for noncompliance.

STATE OF ILLINOIS REQUIRED CERTIFICATION

1. **AMERICAN WITH DISABILITIES ACT** The Americans with Disability Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual agreements, in the provision of any aid, benefit or services. As a condition of receiving this Agreement, the Contractor certifies that services and activities under this Agreement are, and will continue to be in compliance with the ADA.
2. **ANTI BRIBERY** The Contractor certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or has made an admission of such guilt as defined in the Illinois Procurement Code (30 ILCS 500 et. seq.).
3. **BID-RIGGING/BID ROTATING** The Contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).
4. **COMPLIANCE WITH APPLICABLE LAW** The Contractor certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.
5. **DEFAULT ON EDUCATIONAL LOAN** The Contractor certifies that this Agreement is not in violations of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.
6. **DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT** The Contractor certifies that it will not commit unlawful discrimination in employment in Illinois as defined in Article 2 of said Act; it will comply with the provisions of Article 5; it will comply with the policies and procedures established by the Department of Human Rights under Article 7 of the Act.

The Contractor certifies that, if applicable, it will comply with “an act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works.” (775 ILCS 10/0.01 et.seq.).

7. **DRUG FREE WORKPLACE** The Contractor will provide a drug free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition; and thus:
 - i. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement; and
 - ii. Notifying the employee in the statement that, as a condition of employment under the grant, the employee will – abide by the terms of the statement; and notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction; and
 - iii. Notifying the Illinois Department of Employment Security in writing within ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; and

- iv. Taking one of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted -- taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;
 - b. Establishing an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the Contractor's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all previous said.
8. **INTERNATIONAL ANTI-BOYCOTT CERTIFICATION** The Contractor certifies that it nor any substantially owned affiliate company is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et. seq.).
 9. **SEXUAL HARASSMENT** The Contractor certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: the illegality of sexual harassment; the definition of sexual harassment under state law; a description of sexual harassment; internal complaint process including penalties; legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; directions on how to contact the Department and Commission and protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)).

GENERAL CONTRACT PROVISIONS

1. **ASSIGNMENT.** The benefits of this Agreement and the rights, duties and responsibilities of the Contractor under this Agreement may not be assigned (in whole or in part).
2. **CONFLICT OF INTEREST.** The Contractor hereby agrees that in administering this Contract, it will take every reasonable course of action in order to maintain the integrity of this Contract and to avoid any favoritism or questionable or improper conduct. The Agreement will be administered in an impartial manner, free from personal, financial or political gain. The Contractor, its executive staff and employees, in administering this Contract, will avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. The Contractor and its employees are subject to the provisions of Section 117(g) of the Workforce Investment Act.
3. **GOVERNING LAW.** This Agreement shall be governed by and construed according to Illinois law, as that law would be interpreted by Illinois Court. Where there is no Illinois law on a particular subject or issue, then the applicable law, will be applied as it would be if interpreted and applied by an Illinois court.
4. **INDEMNIFICATION.** The Contractor shall indemnify the Administrative Entity against and hold them harmless from all claims, damages, losses and expenses, including but not limited to legal defense costs, attorney's fees, settlements or judgments, whether by direct suit or from third parties, arising out of or resulting from any acts, commissions or omissions of the Contractor, by any participant in connection with this Contract, or from any claim by a participant or third-party against the Administrative Entity.
5. In no event shall there be any liability on the part of the Administrative Entity or any of its agents or officers for payments or the performance of obligations undertaken by the Contractor in excess of funds furnished to the Administrative Entity by the State of Illinois Department of Commerce and Economic Opportunity.
6. **INTEGRATION CLAUSE.** This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.
7. **MODIFICATIONS IN BUDGET.** When both the Administrative Entity and the Contractor mutually agree, changes to this Agreement may be effected, in writing, and incorporated in this Agreement as a modification. No oral statement of any persons, and no written statement other than the Administrative Entity's authorized signatory, shall be allowed to modify or otherwise affect the terms or meaning of this agreement.
8. **PROPRIETARY INFORMATION** During both the Agreement timeframe and after its completion, the Contractor

agrees to keep and hold all Proprietary Information disclosed by the Administrative Entity, partnering entities, affiliates, customers, or vendors of the Administrative Entity in strict confidence and trust. Proprietary Information being that information of a confidential or secret nature, which includes, but is not limited to, marketing plans, product plans, business strategies, financial information, forecasts, personnel information, and customer lists. All Proprietary Information in the Contractor's possession must be provided to the Administrative Entity upon completion of this Agreement. Provisions governing Proprietary Information are applicable to the Contractor, its employees, independent contractors and any other persons who come in contact with Proprietary Information through the Contractor.

Contractor acknowledges and agrees that any Product and/or Deliverable created hereunder shall be considered a "work made for hire" and all rights to said Product and/or Deliverable shall belong exclusively to Administrative Entity. Contractor further agrees to execute whatever documents are necessary to legally transfer ownership of same.

For any Product and/or Deliverable provided by Contractor to Administrative Entity under this Agreement or any SOW hereto, Contractor warrants that it created said product/deliverable and that Contractor has full power and authority to transfer ownership of same to Administrative Entity without the consent of any other party and that any Product and/or Deliverable is delivered free of any rightful claim of any third party by way of infringement or otherwise, arising from or related to the claimed rights in any Product and/or Deliverable or Administrative Entity's exercise of its rights under this Agreement.

For any software created under this Agreement as part of the Products and/or Deliverables, Contractor agrees to provide the software source code in both human and machine-readable format upon the request of Administrative Entity. The contractor also agrees to certify in writing that the Products and/or Deliverables have been fully tested in the production environment and verifies that they are fully operational. The Contractor agrees to remedy any deficiency found subsequent to delivery that is found to be the responsibility of the Contractor. Additionally, the Contractor agrees to provide all and certify in writing that all documentation and all other necessary components required to install, use, update and maintain all components of the Products and/or Deliverables have been provided. This includes, but is not limited to:

- a. Requirements and/or Technical Specification documents.
- b. Design documents, including diagrams, tables, database models, etc.
- c. All source code including written instructions on how to compile and install any applications.
- d. Any other original files related to the project, graphics, animations, etc.

Any disputes shall be brought before the Circuit Court of Cook County, Illinois.

9. **PUBLICATION.** The Contractor may not undertake any publicity and advertisements, or publish any results or information about its Contract, other than to make information known in or as to open meetings, without prior review and approval by the Administrative Entity.
10. **RECORD RETENTION.** The Contractor shall keep records sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that funds have not been spent unlawfully. All costs shall be supported by properly executed documents pertaining in whole or in part to this Contract. All records pertinent to this Contract, including financial, statistical, property and supporting documentation, shall be retained for a period of three (3) years after the date the Contractor submitted its final contract expenditure report or close-out package, or until all audits are complete and findings on all claims have been finally resolved. All records, data or information related to this Contract are to be retained separately and distinctively from the records pertaining to other operations of The Contractor. Where The Contractor is unable to retain the necessary WIA financial records, such records shall be transferred to the Administrative Entity.
11. **SEVERABILITY CLAUSE.** If any provisions under this Agreement or its application to any persons or circumstances are held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement which can be given effect without the invalid provision or application.
12. **SUBCONTRACTOR DISCLOSURE.** The Contractor will not utilize the services of a subcontractor to fulfill obligations under this contract unless written authorization is given by the Administrative Entity.
13. **TERMINATION.** This Agreement may be terminated as follows:
 - a. For Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his

obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Administrative Entity shall thereupon have the right to terminate this Agreement, by giving written notice to the Contractor of such termination and specify the effective date thereof, **at least 15 days** before the effective date of such termination.

In turn, the Contractor has the right to terminate this Agreement by giving written notice to the Administrative Entity of such termination and specify the effective date thereof, **at least 15 days** before the effective date of such termination. Upon termination, the Contractor will be paid its pro rata share for services actually rendered through the date of termination, less any damages incurred by the Administrative Entity requiring it to terminate this Contract for cause.

b. Loss of Funding: This Agreement shall terminate in full, or in part, at the discretion of the Administrative Entity, in the event that the Administrative Entity suffers a loss of funding or termination of the grant which permits it to fund, in full or in part, the Contractor. In the event the Administrative Entity suffers such a loss of funding in full or in part, the Administrative Entity shall give the Contractor **at least 15 days** written notice which shall set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in the approved Budget. Upon termination, the Contractor will be paid its pro rata share for services actually rendered through the date of termination, but no other monies or damages for termination shall be due to the Contractor.

14. **WAIVERS.** A waiver of any condition of this Contract must be requested in writing. No waiver of any condition of the Agreement may be effective unless in writing from the Workforce Boards of Metropolitan Chicago.