



June 26, 2009

## Request for Proposal: Youth Preparedness for Work and Post Secondary Education and Training

The Workforce Boards of Metropolitan Chicago are soliciting proposals from qualified sources to assess how prepared the region's youth are for success in the workplace and post secondary education and training. This assessment will be conducted under the guidance of individual Workforce Boards and in partnership with local stakeholders. It is intended that the analysis will result in the formation of local action agendas that address improvement of youth preparedness.

### 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.

Workforce Boards are charged with insuring that employers have access to a skilled workforce. Understanding how well we are preparing our youth for success in the workplace and post secondary education and training is particularly relevant to the region and its ability to attract and retain businesses requiring a highly skilled workforce. In the next five years, labor market projections indicate that the number of regional jobs requiring an associates degree will grow by 23,822 and jobs requiring a bachelor's degree will increase by 88,834. Additionally, there will be increased demand for new skilled and trained entrants into the workforce as many Baby Boomers retire.

A high school diploma alone is not a guarantee that an individual possesses the skills that employers are expecting or needing – even for entry level jobs. According to employers, the majority of their new job entrants who are recent high school graduates lack the most important skills needed to succeed in the workplace. While basic skills are still fundamental to any workforce entrant's ability to perform on the job, employers indicate that they need individuals that possess the following applied skills such as professionalism/work ethic, oral and written communication, teamwork/collaboration, and critical thinking/problem solving:<sup>1</sup>

In today's world, a high school diploma is viewed as a "stepping stone" in the process of preparing for and obtaining a high skill, high wage job. As skill requirements for future, high demand jobs increase, so too will the training and educational requirements. But, unfortunately, a high school diploma is not a guarantee students will be successful in post secondary programs. Statistics indicate that 30% of incoming first-year college students are required to enroll in remedial courses, and only a minority of those students end up earning a degree."<sup>2</sup>

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<sup>1</sup> *The Connection Strategy*, The Annie E. Casey Foundation, 2007, page 9.

<sup>2</sup> *The Connection Strategy*, The Annie E. Casey Foundation, 2007, page 3.

The Workforce Boards are committed to ensuring that our future workers have the foundational education needed to succeed in the workplace and post secondary education and training. A first step in this process is determining how well the youth are currently being prepared for work and post secondary education and training. The project funded in response to this Request for Proposal will provide local areas with the information needed to assess preparedness of its youth, expand and replicate successful practices, and implement strategies to improve youth preparedness for work and training beyond a high school diploma.

## II. Eligible Bidders

Any individual or not-for-profit or for-profit entity is eligible to bid providing it can demonstrate that it has the following:

- Experience in data gathering and analysis,
- Understanding of work ready and college preparedness issues,
- Experience in engaging a broad base of stakeholders,
- Knowledge of the Illinois education and training system, and
- Report preparation skills.

## III. Scope of Work

The project to be undertaken in response to this Request for Proposal will involve seven metropolitan Chicago Workforce Boards' replication of an initiative originally undertaken by the DuPage Workforce Board. The project design and resulting report, *Pathways to the Workforce in DuPage Count* ([www.dupageworkforceboard.com](http://www.dupageworkforceboard.com)), provide a framework for activities to be undertaken with each of the seven Workforce Boards participating in this project.

Workforce Boards participating in the project and their geographical area are as follows:

Chicago Workforce Investment Board	City of Chicago
Cook County Workforce Investment Board	South and West Cook County
Grundy Livingston Kankakee Workforce Board	Grundy, Livingston and Kankakee Counties
Lake County Workforce Investment Board	Lake County
McHenry County Workforce Investment Board	McHenry County
The Workforce Board of Northern Cook County	North Cook County
Workforce Investment Board of Will County	Will County

Activities to be undertaken as part of the project, under the direction of the Executive Director for each of the participating seven Workforce Boards will include:

- Define what "work ready" means for the Workforce Board's educational system, which minimally includes identifying general education requirements for "good jobs" in today's economy, reviewing national studies to identify knowledge and skills needed by students for the workforce, reviewing current activities underway by the Illinois State Board of Education related to work readiness and establishment of State Education Data System , and connecting national studies with local employer expectations/needs within major industry sectors within the Workforce Board's local area.
- Identify measures that can be used to determine whether the local area's students are graduating from high school prepared for the workforce, which minimally includes the compilation, review and analysis of data for the area's students meeting or exceeding state standards on the PSAE, achieving the ACT College

Readiness Benchmark Scores, demonstrating the WorkKeys skills at levels required to obtain the ACT's National Career Readiness Certificate, and demonstrating minimal knowledge and skills measured by local college(s) for acceptance into college level programs.

- Validate work readiness measures for English and Math with input from local area employers, which minimally include conducting employer surveys, interviews, and/or focus groups.
- Analyze Workforce Board's area school district(s) (and/or school(s) performance in relation to work readiness measures, which will include accessing data from private and public data sources such as the school and district report cards and interactive Illinois Report Card website.
- Facilitate meetings with the Workforce Boards and regional stakeholders to gather necessary data, further their understanding of the process and data analysis, and build consensus for recommendations for improving the area's overall youth preparedness for work and college.
- Develop a final report that minimally includes a discussion of how preparing youth for work and post secondary education and training impacts the quality of the local area's workforce and economy, explains project activities undertaken and results, presents and analyzes data, and provides recommendations for initiating improvement.

In addition to local project activities, a regional report will be prepared which summarizes the project activities undertaken, data compiled, a general assessment of the preparedness for work and college of the region's youth, and activities to be undertaken locally to address deficiencies. To the extent feasible, DuPage County information will be included in the regional report.

#### **IV. Contract Period**

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

#### **V. 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. Payments will be based on the completion of activities and each Workforce Board Executive Director's acceptance of project deliverables for his/her local area. Payment for a regional report will be contingent on The Workforce Boards of Metropolitan Chicago's acceptance.

#### **VI. Submittal of Proposals**

All proposals must be received by July 29, 2009 no later than 4:00 p.m. CST. Bidders must submit an original accompanied with 9 CDs containing copies of the proposal in Microsoft Word to:

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

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

## **VII. Oral Presentation**

Top ranking bidders may be required to make an oral presentation prior to The Workforce Boards of Metropolitan Chicago selecting a contractor. If required, the presentation will be conducted at a Chicago location on a date to be determined.

## **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](mailto:jetzkorn@workforceboardsmetrochicago.org) by 3:00 p.m. CST on July 13, 2009. A summary of all questions received and responses provided will be made available no later than July 15, 2009 to any individual or organization submitting a request for the summary to Jan at [jetzkorn@workforceboardsmetrochicago.org](mailto: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. Form and Content of Proposals**

Proposal requirements include the following:

- The proposal must include a table of contents.

- Any charts or diagrams should be included in the proposal section to which they pertain.
- If a bidder intends to use a subcontractor for any portion of the project, specific information requested for the bidder must also be provided for any subcontractor.
- The bidder should include only the facts and data necessary to present a complete and effective proposal.

The proposal should be organized into the following sections and sequence:

**Cover Sheet** - Prepare the cover sheet provided as Attachment A of this RFP.

**Executive Summary** - Provide an executive summary that includes a description of the bidder's approach to the project and an overview of the bidder's proposed plan for completing all of the activities identified in this RFP.

**Project Work Plan** – It is assumed that the hours of time required for stakeholder engagement in one Workforce Board area may vary from another. Therefore, provide a detailed work plan for completing project activities identified in Section III for each of the Workforce Boards and for producing a regional report. The work plans should include the tasks to be completed for each activity and a timetable for completion. As part of the work plan, identify the number of hours to be devoted by specific staff to the completion of each activity

**Project Management/Organizational Capacity** - Discuss the proposed organizational structure for the project, the number and qualifications of personnel that the bidder proposes to make available to complete the work, and the manner in which they will be utilized; provide resumes of key project staff, detailing their technical skills, experience, education, etc.; and identify all pertinent experience of personnel.

**Bidders Qualifications** - Provide information on the bidder's background, related experience, and financial condition; provide a brief history of the company and a listing of representative customers; describe the general range of products and services offered; identify a minimum of three references; and, identify any experience or knowledge specifically related to qualifications identified in Section II of this RFP.

**Budget** – As stated previously, it is assumed that the level of effort required to perform project activities will vary from one Workforce Board area to another. Therefore, provide a summary project budget as well as a detailed budget for each Workforce Board. A budget narrative should describe each line item of the individual Workforce Board budgets as well as the summary budget, which includes individual Workforce Board costs and preparation of a regional report; the narrative should provide sufficient information to support the reasonableness of the costs included in the budget.

The bidder should also propose a payment schedule for each Workforce Board project. The contract to be awarded will be for a fixed price. Payments will be based on the completion of activities and interim deliverables and the Workforce Boards of Metropolitan Chicago's acceptance of the final project deliverable.

## **XII. Review and Ranking Process**

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

**Proposal Structure and Cover Sheet** – The bidder followed instructions in structuring the proposal and preparing a cover sheet. **Maximum points: 5**

**Executive Summary** – The bidder’s response to this section reflects an understanding of the scope of the project, specific activities to be completed, and deliverables to be produced.

**Maximum points: 5**

**Project Work Plan** – The bidder provided a work plan for each participating Workforce Board and preparation of a regional report; the each Workforce Board work plan addresses all project activities, identifies specific tasks supporting each of the activities, identifies specific staff and hours to be devoted to the completion of each activity, and specifies reasonable time frames for completion.

**Maximum points: 45**

**Project Management/Organizational Capacity** - The bidder’s proposed organization and staffing identifies personnel possessing skills and experience related to project tasks to be performed; the organizational structure and time commitment of staff resources support completion of project activities and preparation of deliverables.

**Maximum points: 10**

**Bidder Qualifications** – The bidder’s background, experience and financial condition reflect relevant experience and a capability to provide requested services; references indicate that their experience with the bidder has been positive.

**Maximum points: 15**

**Budget** - Individual budgets are provided for each Workforce Board and a summary budget reflects the total project cost which includes each Workforce Board’s cost and preparation of the regional report; budgets. Budgets and the narratives are sufficiently detailed to show how the total project cost and costs per activity for each Workforce Board were determined, and costs appear to be reasonable. Proposed payment schedules were provided which identify periodic payments based on the completion of project activities and acceptance of deliverables.

**Maximum points: 20**

A review team comprised of representatives of the Workforce Boards of Metropolitan Chicago will evaluate proposals. No person with a conflict of interest will participate in the review process. Each reviewer will independently award a point value to each required section of the proposal based on the completeness and quality of the information provided; the sum of the section point values will yield a total score for the proposal. All individual reviewer scores for each proposal will be averaged; the resulting point value will determine the ranking of proposals. The top ranking bidders may be provided the opportunity to make an oral presentation to the Workforce Boards of Metropolitan Chicago on a date to be determined.

**The  
Workforce  
Boards  
of  
Metropolitan  
Chicago**

<b>For Internal Use Only</b>	
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.  <b>Signature of Duly Authorized Representative:</b>  <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 violation 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.