



**REQUEST FOR PROPOSAL
FOR
FISCAL AGENT SERVICES**

**PROGRAM YEAR 2010
July 1, 2010 – June 30, 2011**

**Released by:
THE WORKFORCE BOARD OF NORTHERN COOK COUNTY
February 12, 2010**

Proposals due: 4:00 p.m. CST, Friday, March 19, 2010

Submitted to:
The Workforce Board of Northern Cook County
Attn: Fiscal Agent Services RFP
2604 East Dempster Street, Suite 305
Park Ridge, Illinois 60068

BID AND CONTRACT TIMELINE

Request for Proposal Issued Friday, February 12, 2010

Bidders' Conference: Wednesday, February 24, 2010, 3:00 p.m. CST
Workforce Board Administrative Office
2604 E. Dempster, Suite 305
Park Ridge, IL 60068

Contact Jan Terry, jterry@workforceboard.org to confirm attendance

Attendance at the Bidders' Conference is not mandatory but is strongly encouraged

REQUIRED Letter of Intent to Bid, no later than 4:00 p.m. CST, Friday, February 26, 2010

Deadline for submission of written questions, 12:00 p.m. CST, Wednesday, March 3, 2010

Responses to questions from proposers, no later than 5:00 p.m. CST, Friday, March 5, 2010

Proposals due no later than 4:00 p.m. CST, on Friday, March 19, 2010

Successful bidder notified after April 16, 2010

Contract to start July 1, 2010

**REQUEST FOR PROPOSAL
FOR
FISCAL AGENT SERVICES**

**PROGRAM YEAR 2010
July 1, 2010 – June 30, 2011**

Date Issued	February 12, 2010
Bidders Conference	Contact Jan Terry, jterry@workforceboard.org to confirm attendance. Attendance at the Bidders' Conference is not mandatory but is strongly encouraged.
Due Date	<u>Proposals must be RECEIVED</u> no later than 4:00 p.m. (CST) on Friday, March 19, 2010. See Section VI. B. for instructions.
Scope of Services	See Section III. Training & Transition period will be negotiated and scheduled if a new fiscal agent is contracted with.
Period	July 1, 2010 – June 30, 2011 (with renewal option at Workforce Board and chief elected official's discretion)
Funds Available	See Section IV.
Eligible Bidders	Any public or private for-profit or non-profit entity that will NOT be bidding on direct delivery of services or training to customers in the local workforce area is eligible.
Limitations	This RFP does not commit the Workforce Board to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.
Questions	Deadline for submission of written questions, 12:00 p.m. CST, Wednesday, March 3, 2010. See Section VI.D. for instructions

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Section I – Introduction

This is a Request for Proposal (RFP) for an organization to serve as the fiscal agent for the management and disbursement of Workforce Investment Act Title I funding – formula funds to provide services to adults, dislocated workers, and youth; and other state and federal funds awarded to the local workforce investment area. The successful bidder will receive, disburse, and account for said funding in the north and northwest Cook County, Illinois, Local Workforce Investment Area 08 (LWIA08).

The successful bidder will receive, disburse, and account for said funding in the north and northwest Cook County, Illinois, LWIA08, for the program year beginning July 1, 2010 and ending June 30, 2011.

For the current Program Year 2009, the local workforce area's budget is approximately \$12.7 million with approximately 19 service providers and vendor contracts, and approximately \$3.7 million allocated from the total budget to the area for Individual Training Accounts (training vouchers for individuals).

The Workforce Board of Northern Cook County (Workforce Board) with the Chief Elected Official (CEO), Illinois' Governor, as represented by the Illinois Department of Commerce and Economic Development (DCEO) has responsibility for the planning and oversight of workforce development services under the Workforce Investment Act (WIA) in the north and northwest suburbs of Cook County, Illinois. WIA provides the framework for a workforce investment system guided by a local Workforce Investment Board in partnership with the CEO.

The intent of WIA is to provide training opportunities for local area residents that match the existing and future workforce needs of employers. The focus of service delivery is to provide eligible adults, dislocated workers and youth with access to career information, career assessment and, as needed, training and other career preparation that will increase opportunities for employment. Employer services include assistance with identifying individuals to fill job openings, re-employment of laid-off workers, and provision of other services and information to help employers recruit, retain, and develop their workforce.

The Workforce Board will maintain all proposals received in response to this RFP on file for at least three (3) years after final close-out of the current fiscal year in the event negotiations with the selected organization cannot be finalized or in the event an organization is not able to perform. Organizations who do not submit proposal responses prior to the published deadlines will not be considered for funding. The Workforce Board, with the agreement of the CEO, reserves the right to reopen the RFP at any time.

Section II – Roles in the Local Workforce Investment Area

A. Role of The Workforce Board of Northern Cook County

The Workforce Board of Northern Cook County is a governing board, which oversees the implementation of the one-stop system and workforce development programs. The Workforce Board has a staff that provides support to the Board and committees. The primary responsibilities of the Workforce Board are oversight, evaluation and planning for the area's workforce system. The staff of the Workforce Board administers contracts with entities that provide direct customer services and reviews and approves invoices of the contractors for disbursement by the Fiscal Agent and conducts contractor fiscal and programmatic monitoring.

The Workforce Board of Northern Cook County is incorporated in the State of Illinois and designated as a 501(c)3 non profit by the Internal Revenue Services. Under the Workforce Investment Act the Workforce Board was designated by the Governor to serve as the local Workforce Investment Board in the jurisdiction of the north and northwest suburbs of Cook County, Illinois. The Workforce Board is the grant recipient of the WIA and TAA funds.

B. Role of the Chief Elected Official (CEO)

The CEO in a local area is responsible for the selection and appointment of members to the Workforce Board, monitoring the Workforce Board and the Fiscal Agent and conducting audits as necessary to ensure compliance with WIA. In Northern Cook County, at present, the CEO is the Governor of Illinois, and represented by DCEO.

The CEO, in partnership with the Workforce Board, is responsible for developing the Local Workforce Investment Job Training Plan, including a strategic vision and the annual budget for programs; submission of the Plan and annual budget to the State; setting policy for the Local Workforce Investment Area ; designating and certifying One-stop operators; conducting oversight of the one-stop service system and terminating for cause the eligibility of One-stop operators; developing and entering into the memorandum of understanding with One-stop partners; identifying the One-stop locations that meet the provisions of the Act under Section 134(2) of the Act; appointing a Youth Council as a subgroup of the Workforce Board; and negotiating performance measures with the State.

C. Role of the Fiscal Agent

The selected organization will serve as the fiscal agent for the WIA and other funds that are allocated to the area. The fiscal agent shall be generally responsible for the acceptance and maintenance, disbursement, accounting and reporting of WIA, TAA and 1S funds for LWIA08 during the period. The fiscal agent duties and responsibilities shall be performed for the direct benefit of LWIA08 and performed in accordance with, and governed by, applicable WIA regulations. The fiscal agent work shall be performed in accordance with Workforce Board polices and procedures and in compliance with the Chief Elected Official Agreement (“CEO Agreement”) and by direction of the CEO.

The fiscal agent shall cooperate with and assist the Workforce Board and CEO with their objectives for LWIA08 as in conformity with WIA regulations. The fiscal agent has no duties or responsibilities for the oversight, management or results of any program for which funds are disbursed. The fiscal agent does not make decisions about who receives the money or approve budgets. The fiscal agent will serve as an accounts payable and receivables operation. The fiscal agent disburses the funds at the direction of the Workforce Board, as long as those directives do not violate any provision of WIA or OMB Circulars or Federal Acquisition Regulations (FAR). The federal funds will pass through the operation based on cash requests to DCEO as a result of bi-weekly accruals of cash projections.

The fiscal agent, its employees, or its subcontractors may not provide WIA Title I core, intensive or training services or other direct job seeker workforce services in the area where the entity is the Fiscal agent.

Section III – Scope of Work

The successful bidder will serve as the fiscal agent for the Local Workforce Investment Area 08, North and Northwest Cook County in the State of Illinois. The successful bidder will enter into a contract agreement with the Workforce Board of Northern Cook County. The organization will receive and manage all formula WIA funds for the area: Adult, Dislocated Worker, and Youth, as well as state reserve WIA, TAA, and other federal funds allocated to the local workforce area. The organization will provide services related to grants management, general accounting and financial services, oversight for fund integrity, staff support and technical assistance.

A. Detailed Scope of Work

1) Acceptance and Maintenance of WIA Funds

- The fiscal agent shall project cash needs and request cash to coincide with timely payment to service providers.
- The fiscal agent will receive and manage all funds in compliance with applicable state, federal, Workforce Board policy, and fund specific regulations; and ensure internal controls to maintain fiscal integrity.
- The fiscal agent shall establish and maintain a separate depository for WIA funds. Fiscal agent is not required to maintain separate depositories for the various grant funds.

2) Disbursement of Funds

- The fiscal agent shall disburse WIA Title I-B funds (“Funds”) in accordance with the Workforce Investment Act of 1998, the WIA Final Regulations, published 8/11/2000 and the One-Stop financial management guide.
- Disbursements shall be made by the fiscal agent from available funds at the direction of the Workforce Board within a reasonable time following receipt of complete and accurate requests for reimbursement in compliance with WIA regulations.
- The fiscal agent shall reimburse lower tier sub-recipients according to the applicable cost principles found in OMB Circular A-21, Cost Principles for Educational Institutions; A-87, Cost Principles for State, Local and Indian Tribal Governments; and A-122, and Cost Principles for Non-Profit Organizations. The OMB circulars are incorporated herein by reference and are further specified in program regulations at 29 CFR 95.27 and 29 CFR 97.22. For commercial organizations acting either as a direct grant holder or as a sub-recipient to a direct grantee, the cost principles detailed in the FAR, 48 CFR Part 31, apply.
- The fiscal agent shall disburse funds based upon original invoices or payroll records at the direction of the Workforce Board.

3) Accounting of Funds

- The fiscal agent will maintain an accounting of all revenue, expenditures, program income, and applicable credits associated with the WIA funds by funding stream, for the duration of the term of its services.
- The fiscal agent will ensure that all financial procedures are in compliance with Generally Accepted Accounting Procedures (GAAP), Office of Management and Budget (OMB) policies, Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), and any other federal or state regulatory requirements and limit risk of questioned or disallowed costs.
- The fiscal agent will implement any such type of invoicing system, or procedures deemed necessary by The Workforce Board and the fiscal agent in order to comply with its’ duties and responsibilities as fiscal agent.
- The fiscal agent will maintain an accounting of expenditures by expense type and service provider/vendor.

- Using up-to-date fund accounting software, Great Plains, the fiscal agent will establish and maintain appropriate ledgers to manage obligations and expenditures of funds.
- The fiscal agent will establish procedures and processes to ensure that all amounts payable under the grant to contractors, providers of training through Individual Training Accounts and/or vendors, are paid within statutory and/or policy time frames from existing funds and that proper documentation for each claim is maintained for monitoring and audit purposes.
- The fiscal agent will establish procedures and processes to ensure that all amounts receivable or due to the local workforce area are collected and recorded on a timely basis.
- The fiscal agent will maintain a record of all financial transactions for the WIA and other funds allocated and expended in the local workforce area.
- The fiscal agent will assist with processes and procedures for invoicing, proper documentation, and reporting from contractors to the Workforce Board.
- As needed, the fiscal agent will assist with cost allocation planning, reporting, invoicing and documentation procedures and other fiscal management procedures.
- As requested, the fiscal agent will provide training and technical assistance to Workforce Board contractors and staff on fiscal management policies, procedures and monitoring as related to the administration of contractors.

4) Financial & Grant Reporting

- To support the oversight role of the Workforce Board and the CEO/DCEO, the fiscal agent will prepare and disseminate financial reports on a monthly basis in formats prescribed by the entities to identify revenues, expenditures, accounts payable, accounts receivable, and balances and obligations, by funding stream, and lower tier sub-recipients.
- The fiscal agent will work with the Workforce Board and develop standard financial reports in Great Plains that the Workforce Board staff will have access to run on an as needed basis.
- The fiscal agent will report on an accrual basis via the Department of Commerce and Economic Opportunity's Grantee Reporting System (GRS).
- The fiscal agent will report total obligations by funding stream on a quarterly basis.
- On a monthly basis, the fiscal agent will provide the Workforce Board financial reports at the direction of the Workforce Board, its Executive Committee and its Fiscal Committee.
- The fiscal agent will coordinate with designated Workforce Board and CEO staff to ensure that the parties are informed as to the appropriate expenditure of WIA funds in conformance with Federal and State Regulations and WIA Provisions, and other rules and regulations such as OMB and FAR and that expenditures of these funds are properly and accurately accounted for.
- In a timely manner, the fiscal agent will prepare required federal and state financial reports associated with management of grant funds.
- The fiscal agent will provide reports and other assistance to the Workforce Board to monitor fiscal performance of all lower tier sub-recipients and budgets to ensure that expenditures conform to funding conditions.
- The fiscal agent will be required to prepare financial reports and grant closeouts at the direction of the funding sources.

5) Recovery/Reimbursement

- The fiscal agent shall cooperate and assist the Workforce Board and/or Grantor with the recovery of funds paid to sub-recipients subsequently disallowed.
- The fiscal agent shall reimburse the Workforce Board and/or Grantor for any funds paid to a lower tier sub-recipient and subsequently disallowed, to the extent that such disallowed funds are recovered from the lower tier sub-recipient.
- The fiscal agent agrees to cooperate and use reasonable efforts to recover disallowed funds from lower tier sub-recipients.

- In no event shall the fiscal agent be liable for any amounts in excess of the fees paid to it by the Workforce Board or for any consequential, incidental, special, or indirect damages.

6) Deliverables

- Timely processing of Workforce Board approved WIA compliant reimbursement requests;
- Accounting of grant funds by funding stream;
- Monthly financial reports; and
- Cooperation with the Workforce Board and CEO toward goals and objectives of LWIA08.

7) Scope of Work Transition

- Kerber, Eck and Braeckel (KEB) currently has a contract with the Workforce Board to carry-out the fiscal agent functions. In the event that the incumbent KEB does not bid and/or does not win the bid:
 - KEB will work with the winning bidder for no less than 45 days to transition the systems, processes and procedures established in the local workforce area to successfully carry out the fiscal agent functions.
 - The fiscal agent will budget and establish a plan with reasonable staff time to successfully transition the functions from the incumbent fiscal agent.

8) Local Workforce Area Transition

- DCEO and the Workforce Board continue to work to develop the local workforce area with the goal to reestablish the area and grants under a local chief elected official. In the event that during the course of this contract a transition occurs to a local CEO and new grant recipient, the contract and terms and conditions established therein will be transferable to a local CEO through the length of the contract term as a result of this bid process.

B. Delivery of Fiscal Agent Services

For convenience and ease of coordination between the Workforce Board and the selected organization, office space, with a computer and other necessary resources, are available at the Workforce Board's administration offices. The selected bidder must supply a level of on-site presence.

The selected bidder must also participate in weekly fiscal management meetings, attendance at Workforce Board meetings; attendance at Workforce Board Fiscal Committee meetings and other meetings called by the Workforce Board and DCEO.

Section IV. Available Funds

There are strict limits of 10% for administrative costs under the federal Workforce Investment Act. The fiscal agent cost is only one of those administrative costs. The Workforce Board will not put itself in the position of exceeding administrative cost limits. The Workforce Board’s evaluation team will first score all proposals on a Pass/Fail basis regarding said cost.

The funds made available under this RFP, for the period of July 1, 2010 – June 30, 2011, will be no more than 65% of the local workforce area’s WIA Administrative Funds.

The chart below represents the current year WIA funds allocated to the Local Workforce Area.

**Allocations for Program Year '09 and Administrative Funds
(July 1, 2009 through June 30, 2010)**

Workforce Investment Act	Local Workforce Area Allocations	Administrative Funds
Adult	\$1,407,224	\$140,722
Dislocated Worker	\$2,706,434	\$270,643
Youth	\$1,519,799	\$151,979
TOTAL	\$5,633,457	\$563,344

Note: Additional funding from the American Recovery and Reinvestment Act of 2009 was received along with TAA funding.

V. PROPOSAL CONTENT

A. Bidder's Background, Performance, and Organizational Stability

Describe the bidder's background including:

1. Description of business.
2. Incorporation status and where incorporated.
3. Evidence of license to conduct business in the state of Illinois.
4. Website address or statement that the organization has no website.
5. Number of years in business and brief history of the bidder.
6. Examples of types of contracts the bidder has previously entered into, including type of contracting entity, location of the work, and general types of services provided.
7. Provide evidence of past performance and external customer satisfaction for related services.
8. Describe internal or external evaluations conducted on your organization and/or operations during the past two (2) years. Who conducted the evaluations? What were the results? What was the purpose of the evaluations?
9. Provide a list of any legal action taken against your organization, including lawsuits, injunctions or court orders.
10. A listing of the insurance and bonding requirements is included as Appendix C. Identify current/proposed insurance and bonding coverage.
11. If the entity has a board, identification of board members (this may be expressed as a link to a website that identifies board members).
12. Provide a copy of the two most recent audit reports and/or financial statements for the organization.
13. Estimate what percentage of the overall organization's work would be represented by this contract.
14. If the entity has previously acted as fiscal agent for WIA funds, provide a copy of the two most recent fiscal monitoring reports for the fiscal agent entity.
15. Organizations with an indirect cost rate must submit the most recent approved indirect cost plan.
16. Review and complete all forms including Proposal Cover Sheet- Appendix A, Proposal Checklist – Appendix B, Certificate of Insurance – Appendix C, Administrative and Financial Management Survey and Certification – Appendix D, Assurances and Certifications form – Appendix I, Applicable Statutes and Certification – Appendix J, and Debarment Certification – Appendix K. An individual authorized to sign on behalf of the bidder must sign and date all forms.

B. Bidder's Qualifications and Staffing

Identify the staff that will be assigned to this contract.

1. Provide an organizational chart that shows how each fits into the overall organization. If a current position(s) is vacant, describe the qualifications that will be sought to fill the position and timetable for hiring. Note: The lead position for the fiscal agent may not be shown as vacant since these positions are too important to the selection of the contractor.
2. Indicate what the roles/titles will be of the staff assigned to this contract.
3. Provide bios or resumes of the assigned staff. Bios or resumes should include the following as appropriate to each person's planned duties under this contract.
 - accounting or finance degrees and accounting certifications
 - experience with automated reporting systems
 - experience in budgeting, accounting and fiscal oversight
 - experience in working with fund accounting and reporting systems
 - identify specific accounting and reporting experience with Illinois WIA reporting system and/or other state/federal agencies and/or private sector entities
 - experience with fund accounting software
 - experience with complying with federal and state statutes, regulations, and policies

- specific experience with hardware and software technology
 - technology maintenance experience
 - experience with MS Project management
 - experience in contract management
 - experience in providing financial services for federal and state workforce programs
4. Identify functions that may or will be subcontracted and if the subcontractor(s) has been identified provide the background, qualifications and staffing information for subcontractor(s). If subcontractor not identified, describe the qualifications that will be sought to fill the function.

C. Plan of Work

Using the Scope of Work in this RFP as guidance, describe the fiscal services to be provided that will ensure compliance with all federal and state statutes, regulations, and policies and generally accepted accounting principles. Describe methods and processes and provide a project plan including reference to all eight items noted:

- 1) Acceptance and Maintenance of WIA Funds
- 2) Disbursement of Funds
- 3) Accounting of Funds
- 4) Financial & Grant Reporting
- 5) Recovery/Reimbursement
- 6) Deliverables
- 7) Scope of Work Transition
- 8) Local Workforce Area Transition

D. References

Provide 3 references. Include: Name of organization, name of contact person, address, phone number, email address, how this contact is familiar with the bidder's organization, and the nature of the work performed.

E. Resources

Identify additional resources that the bidder's organization will bring to the contract with the Workforce Board. This may include financial resources, equipment, property, intellectual properties, proprietary services or products, human and organizational resources.

F. Budget

Using the Budget Information and Budget Narrative Forms in the Appendices, provide your annual operational and management budget under this contract. Provide a brief narrative to support and explain the information contained on the Budget Detail Sheet and Staffing Plan. Explain how each cost in the budget summary was determined (e.g., staff position X estimated hours per month X hourly rate).

Section VI – Proposal Instructions and Information

A. Contracting

The initial scope of work will be for the period beginning no sooner than May 15 for transition and training purposes only and the period beginning July 1, 2010 and ending June 30, 2011 for fiscal agent functions. The opportunity to extend beyond is at the discretion of the Workforce Board and the CEO. Following the first year, the Workforce Board may extend the contract, in increments of up to twelve months, for no more than two twelve month extensions, based on satisfactory performance.

The Workforce Board will use a cost-reimbursement contract. The selected contractor will be reimbursed for allowable administrative costs.

In the event that there are any reallocations or rescissions of the federal funds, the Workforce Board can increase/decrease this award for the services contained in the Scope of Work.

B. Proposal Deadline

- The deadline for receipt of hard copy of proposals is **4:00 p.m. CST, on Friday, March 19, 2010**. Proposals must be officially received by this deadline to be considered.
- A receipt will be furnished, upon written request, to bidders who submit a proposal by mail.
- Proposals delivered by hand will be provided a receipt at the time of delivery.
- Proposals may be mailed via regular mail, express delivery, or hand-delivered to the following address:

The Workforce Board of Northern Cook County
Attn: Fiscal Agent Services RFP
2604 East Dempster Street
Suite 305
Park Ridge, Illinois 60068
- **Faxed or e-mailed proposals are not acceptable**, although the required electronic version of the narrative and budget will be accepted via email if saved in Microsoft Word/Excel 2003 or 2007.
- Proposals received after the deadline will be considered non-responsive and will not be reviewed.

C. Procurement Timeline

The timeline for soliciting proposals, review, selection and negotiation is presented below. The dates are tentative and may be changed at the Workforce Board's discretion. All times are Central Standard Time (CST).

RFP released	Friday, February 12, 2010
Bidder's Conference	3:00 p.m., CST, Wednesday, February 24, 2010
REQUIRED Letter of Intent to Bid	4:00 p.m., CST, Friday, February 26, 2010
Deadline for submission of questions	12:00 p.m. CST, Wednesday, March 3, 2010
Responses to questions from bidders	no later than 5:00 p.m. CST, Friday, March 5, 2010
Proposal Due Date	4:00 p.m., CST on Friday, March 19, 2010
Proposal Review	March 20 – April 2, 2010
Bidders oral presentations, if necessary	To Be Determined
Selection approved by Fiscal Committee	Friday, April 16, 2010
Transition and training portion of contract, if necessary	May 15, 2010 to June 30, 2010
Fiscal Agent contract start date	July 1, 2010

D. Bidder's Conference and Technical Assistance

A meeting to review the Request for Proposal and answer technical questions concerning this procurement is scheduled for **Wednesday, February 24, 2010 at 3:00 p.m. Attendance at the bidder's conference is strongly recommended but is not mandatory.**

Questions posed at the bidder's conference will be answered to the extent possible and allowable at that time. Any questions not answered, as well as any written questions, will be answered and provided in written format to all Bidders attending the conference and Bidders providing a Letter of Intent to Bid. The Workforce Board will accept **written questions (by letter or e-mail) until 12:00 p.m. CST on Wednesday, March 3, 2010.** All questions should be addressed to:

The Workforce Board of Northern Cook County
Attn: Fiscal Agent Services RFP
2604 East Dempster Street, Suite 305
Park Ridge, Illinois 60068
E-mail: jterry@workforceboard.org

E. REQUIRED Letter of Intent to Bid

All potential bidders **must submit a non-binding Letter of Intent to Bid** on this RFP to the following address by **4:00 p.m., Friday, February 26, 2010.**

The Workforce Board of Northern Cook County
Attn: Fiscal Agent Services RFP
2604 East Dempster Street, Suite 305
Park Ridge, Illinois 60068
E-mail: jterry@workforceboard.org

F. Proposal Requirements

1. **Format:** Proposals must be typed, may be single-spaced, and must be submitted on 8 ½ by 11-inch plain white paper. Each page of the proposal, with the exception of the cover sheet should be numbered as “page __ of __”, with the name of the bidder on each page. The Submission Order should be followed.
2. **Page Limit:** The proposal narrative/business plan must be no more than 30 pages. This page limitation does not include attachments or appendices.
3. **Number of copies: One complete original**, with executed certificates (i.e. original signatures of the authorized signatory), plus **five (5)** sets of **Part A: Proposal Narrative and Budget Appendices**. Any proposal lacking sufficient copies may be considered non-responsive. Completeness of all copies is the sole responsibility of the bidder.
4. **Submit an electronic copy** of the narrative and budget either via email or a copy on a disk or flash drive. Receipt of this electronic copy is due at or within 2 days of submission of hard copy of proposal.
5. **Responsiveness:** Bidders that fail to follow the requirements set forth in this document regarding page limits, number of copies and format may be considered non-responsive. The Workforce Board reserves the right to reject any or all proposals at their sole discretion.
6. **Contact Information:** Bidders will be required to provide contact information for the individual(s) who can respond to questions regarding the proposal. The contact person should be the individual(s) who are knowledgeable of the proposal and who are authorized to provide information on behalf of the bidder.
7. **Proposal Narrative and Project Plan:** All information required to develop proposal narrative and Project Plan is contained in the Scope of Work and Proposal Content sections.

G. Qualifications of Bidders

1. **Eligible Bidders:** Private and public, for-profit and not-for-profit agencies are eligible to respond to this RFP. The Workforce Board is prohibited from awarding a contract to a party “excluded from Federal procurement or non-procurement programs” by the U.S. General Services Administration.

The Fiscal Agent, its employees, or its subcontractors may not provide WIA Title I core, intensive, or training services or other direct job seeker workforce services and/or is precluded from engaging in independent audit work in the area where the entity is the Fiscal Agent.

2. **Bidder Competency:** Bidders must be knowledgeable of the statutes, regulations, rules and policies for the federal funds. A copy of the Workforce Investment Act and regulations may be found on the U.S. Department of Labor web page at <http://usworkforce.org>.
3. **Workforce Policies:** Copies of other pertinent workforce policies and regulations may be found through the Illinois Department of Commerce and Economic Opportunity web page at www.commerce.il.us.org. The Workforce Board will provide an orientation on any Workforce Board-specific documents, policies and procedures, as necessary, to the selected contractor.

Additional information about the Workforce Board may be obtained at the Workforce Board's web page at www.workforceboard.org.

4. **Authorized Signatory Authority:** The bidder's authorized signatory authority must sign all signature documents in the proposal. This individual should typically be the director, president or chief executive officer of the organization or any individual who has the authority to negotiate and enter into and sign contracts on behalf of the bidder's organization.
5. **Subcontracting:** Intent to subcontract must be clearly identified in the proposal narrative and approval must be provided by the Workforce Board prior to contract execution. If the bidder currently subcontracts certain functions or activities and intends to do so as part of this proposal, the subcontractor must be identified and a certification included from the subcontractor attesting to their agreement to the terms of the proposal and any resulting contract. All subcontractors must have been procured and documentation supporting the procurement must be referenced.

H. Proposal Evaluation

The proposal criteria identified herein is a guideline for Bidders and reviewers; however, the final decision for contract award rests with the Workforce Board and CEO.

The Workforce Board is not required to contract with the entity receiving the highest average score as a result of the proposal review process. Proposals evaluated with an average score below 100 of a possible 150 points will not be considered. Proposals that do not meet minimum standards will be considered non-responsive. The Workforce Board reserves the right to contract with any bidder that falls within the acceptable point range.

1. Minimum standards:

- The proposal must be received by **4:00 p.m. CDT on March 19, 2010** via regular mail, express mail or hand-delivery.
- **One (1) original and five (5) sets of Part A: Proposal Narrative and Budget Appendices.**
- Bidders are strongly encouraged to attend the bidder's conference at 3:00 p.m. on Wednesday, February 24, 2010 at the Workforce Board administrative office.
- **Bidders must submit a non-binding Letter of Intent to Bid by 4:00 p.m., CDT Friday, February 26, 2010.**
- Proposals must meet the requirements contained in Section VI. F "Proposal Requirements".
- Bidders must be eligible entities as described in Qualifications for Bidders, Section VI.G.1. Eligible Bidders.
- The proposal and all signature forms contained therein must be signed by the bidder's authorized signatory authority.
- Bidders who intend to use established subcontractor(s) to provide services must include original certifications from each subcontractor attesting to their agreement to all terms of the proposal and any resulting contract and reference supporting procurement policies and documents.

2. Evaluation process:

An ad hoc review committee will evaluate proposals. The review committee will be made up of various stakeholders, Workforce Board members, staff and other workforce professionals.

The review committee will independently evaluate each proposal. The scores will be aggregated with the average score recorded. The review committee will then discuss proposals and develop recommendations. **Proposals evaluated with an average score below 100 of the possible 150 points will not be considered.** The review committee may request additional information from any bidder prior to developing a recommendation for consideration by the Workforce Board.

It is possible that the Workforce Board will request that bidders make an oral presentation to the representatives of the review committee and others. If the Workforce Board elects to request oral presentations, bidders will be notified of date, time and place.

Upon conclusion of the review process, the evaluation committee will develop a recommendation to present to the Workforce Board staff for review and recommendation to the Workforce Board Fiscal and Executive Committee. The Workforce Board's Executive Committee will select the bidder contingent on final review and approval of DCEO as the representative of the CEO.

Evaluation Criteria:

The proposal will be evaluated based on bidder's responses to the information requested in Section VI.

	Possible Points
Bidder's Background, Performance, and Organizational Stability Score is based on whether bidder adequately addressed all the response items and appears to be a solid organization and extent bidder demonstrated evidence of ability to perform the functions described in their project plan.	20 points
Bidder's Qualifications and Staffing Score is based on completeness of response to the items in the instructions, quality of response, strength of experience, and demonstrated achievements/results.	30 points
Plan of Work Score is based on adequacy of response to all items in the instructions, strength of approach and processes; and understanding of the work and timetables necessary to achieve compliance, performance and integrity.	50 points.
References Based on review of 3 references	5 points
Resources Match or non-WIA resources that the bidder brings to the workforce area, which may include in-kind services, other funding sources, products, and other resources	5 points
Budget (after Pass/Fail review) Score is based on reasonableness of budget consistent with the plan of work proposed, and the thoroughness and logic of the budget narrative.	40 points
Total	150 points

I. Governing Provisions and Limitations

Violation of any of the following provisions may cause a proposal to be rejected:

1. The Workforce Board is not liable for any cost associated with responding to this RFP and will not authorize such costs as part of the contract with the selected organization.
2. The Workforce Board reserves the right to accept or reject any or all proposals received, to cancel or reissue this RFP in part, or its entirety.
3. The Workforce Board reserves the right to award a contract for any items/services solicited via this RFP in any quantity the Workforce Board determines is in its best interest.
4. The Workforce Board reserves the right to correct any error(s) and/or make changes to this solicitation as it deems necessary.
5. The Workforce Board reserves the right to negotiate the final terms of any and all contracts or agreements with bidders selected and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of the workforce development area.
6. The Workforce Board reserves the right to contact any individual, organization, employer or grantees listed in the proposal, to contact others who may have experience and/or knowledge of the bidder's relevant performance and/or qualifications; and to request additional information from any and all bidders.
7. The Workforce Board reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this procurement if adequate funding is not available or received from the U.S. Department of Labor, Illinois Department of Commerce and Economic Opportunity or other funding sources or due to legislative changes.
8. Bidders shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the Workforce Board for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.
9. No employee, officer, or agent of the Workforce Board shall participate in the selection, award or administration of a contract supported by workforce development funds, if a conflict of interest, or potential conflict, would be involved.
10. Bidders shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a bidder's bid to be rejected.
11. All proposals submitted must be an original work product of the bidder.
12. The contents of a successful proposal may become a contractual obligation if selected for award of a contract. Failure of the bidder to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful bidder as a basis for release of proposed services at the stated price/cost. Any damages accruing to the Workforce Board as a result of a bidder's failure to contract may be recovered from the bidder.
13. A contract with the selected bidder may be withheld, at the Workforce Board's sole discretion, if issues of contract or questions of non-compliance, or questioned/disallowed costs exist, until such issues are satisfactorily resolved. The Workforce Board may withdraw award of a contract if the resolution is not satisfactory to the Workforce Board.

J. Administrative Requirements and Procedures

The following administrative requirements and procedures should be carefully reviewed prior to development of a proposal.

1. It is the Workforce Board's intent to award only **one (1)** contract under this RFP.
2. The successful bidder will be required to maintain automated and paper records for fiscal management, property, procurement, plans, policies and procedures, monitoring results, internal and external evaluations, and audits. In the event the contract is not renewed or is terminated, the current contractor agrees to provide any and/or all of the identified records to the Workforce Board.
3. The successful bidder agrees to comply with the Workforce Board and DCEO policies related to information technology, including the State's Grant Reporting System (GRS), the State's WIA registrant tracking system, Illinois Workforce Development System (IWDS), Illinois' workNet, www.illinoisworknet.com, and other possible sites and/or tracking and management tools.
4. The successful bidder agrees to keep and hold all Proprietary Information disclosed by the Workforce Board, one-stop partners, affiliates, customers, or vendors of the Workforce Board 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, human resource information, and customer lists.
5. The successful bidder acknowledges that for any product and/or deliverable provided as part of the contractor, the successful bidder warrants that it created said product/deliverable and that the successful bidder has full power and authority to transfer ownership of same 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. Any product produced by WIA funding that generates revenue is program income as defined by WIA Section 195 (7)(A).

K. Submission Order

The proposal should be submitted in the order listed below. A proposal checklist is included as **Appendix B** to assist Bidders in submitting a complete proposal; however, the order listed here should be followed, if there are variations from the checklist.

Proposal Cover Sheet – Appendix A

Proposal Checklist – Appendix B

Part A: Proposal Narrative

1. Bidders' Background, Performance and Organizational Stability
2. Bidders' Qualification and Staffing
3. Plan of Work
4. References – minimum of 3
5. Resources
6. Budget
 - a. Budget Information and Staffing Plan (Appendix E)
 - b. Budget Narrative (Appendix F)

Part B: Assurances, Statutes and Certifications

1. Certificate of Insurance (Appendix C)
2. Administrative and Financial Management Survey and Certification (Appendix D)
3. Agreement General Provisions (G)
4. Terms and Conditions (Appendix H)
5. Assurances and Certification (Appendix I)
6. Applicable Statutes and Certification (Appendix J)
7. Debarment Certification (Appendix K)

Interested parties may obtain additional information about the Workforce Investment Act, including the law, regulations, policies and other documents and resources through the following websites:

www.ilworkforce.org
www.commerce.state.il.us
www.doleta.gov
www.whitehouse.gov/omb/
<http://www.acqnet.gov/far/>
www.workforceboardsmetrochicago.org
www.workforceboard.org
www.nawb.org

APPENDICES ATTACHED

Appendix A	Proposal Cover Sheet
Appendix B	Proposal Checklist
Appendix C	Certificate of Insurance
Appendix D	Administrative and Financial Management Survey and Certification
Appendix E	Budget Information and Staffing Plan
Appendix F	Budget Narrative
Appendix G	Agreement General Provisions
Appendix H	Terms and Conditions
Appendix I	Assurances and Certifications
Appendix J	Applicable Statutes and Certification
Appendix K	Debarment Certification

APPENDIX A – Proposal Cover Sheet

The Workforce Board of Northern Cook County 2604 E. Dempster, Suite 305 Park Ridge, IL 60068	FOR INTERNAL USE ONLY Proposal Number: PY 2009 _____ Rec'd by _____ Date _____ Time _____ Rating _____
Fiscal Agent Services for Local Workforce Area 8 of the North and Northwest Suburbs of Cook County, Illinois	
Name of Agency	Federal Employer ID
Address – Administrative	Address – Other
Contact Person	Telephone
Fax Number	Email address
Proposed Costs:	
Project Name and Brief Description	
Type of Organization <input type="checkbox"/> Public Agency <input type="checkbox"/> Private Nonprofit Corporation <input type="checkbox"/> Private for Profit Corporation <input type="checkbox"/> Other _____	
Agency Statement of Certification	
This proposal was prepared independently without consultation, agreement or cooperation with any other proposing agency or party to determine a competitive cost for the services offered. This proposal has been duly authorized by the governing body of the bidder. The applicant will comply with all rules and regulations of the funding agency and will revise this proposal, if necessary.	
_____ Authorized Signer's Name Typed	_____ Authorized Signature
_____ Authorized Signer's Title	_____ Date Signed

APPENDIX B - Proposal Checklist

All proposals must meet the following technical specifications

- Typewritten on 8 ½ by 11 unruled paper, single sided
- Font size of 12 point
- 1 inch side, top and bottom margins
- Pages numbered consecutively at the bottom of the page (page _of _)
- Proposal Cover Sheet – Appendix A
- Proposal Checklist – Appendix B
- Proposal Content
 - Bidder’s Background, Performance and Organizational Stability
 - Bidder’s Qualifications and Staffing
 - Plan of Work
 - References – minimum of 3
 - Resources
 - Budget (Appendix E and F)
- Audit or financial statement is provided
- The audit was not qualified and references have indicated that there were no fiscal concerns
- Internal and external evaluations for current and prior two years
- Legal action history against organization for current and prior two years
- Bidder can support the services without any advances
- Insurance certification form submitted and signed – Appendix C
- Administrative and Financial Management Survey and Certification submitted and signed – Appendix D
- Agreement General Provisions submitted and signed – Appendix G
- Terms and Conditions submitted and signed – Appendix H
- Assurances and Certifications submitted and signed – Appendix I
- Applicable Statutes and Certification submitted and signed – Appendix J
- Debarment Certification - Appendix K
- The original proposal and all signature forms are signed by the bidder’s authorized signatory authority and ten (10) copies in addition to the original
- Electronic copy of narrative and budget
- Where the use of an established subcontractor(s) is proposed, original certifications from each subcontractor attesting to their agreement to all terms of the proposal and any resulting contract and reference supporting procurement policies and documents are included
- Bidding organization submitted a Letter of Intent to bid by the deadline
- Proposal submitted by the deadline

APPENDIX E – Budget Information and Staffing Plan

Budget Summary: Provide a line item budget for all costs required to implement the work plan effectively; provide a Budget summary in the format that follows. Provide a separate line item budget for the time and costs associated with the transition of functions and systems from the incumbent fiscal agent.

Staffing Plan: List all staff to be funded under this Proposal.

Budget Item	Proposed WIA Costs	Match Costs	Total Cost
Personnel A. Salaries & Wages B. Fringe Benefits C. Consultants & Contracting			
Non Personnel A. Space B. Rent, lease or purchase equipment C. Consumable Supplies D. Travel E. Telephone F. Other Costs			
Total			

Staff Position	Staff Name	Hourly Rate	Estimated Number of hours

APPENDIX F – Budget Narrative

Provide a brief narrative to support and explain the information contained on the Budget Information and Staffing Plan. Explain how each cost in the budget summary was determined (e.g., staff position X estimated hours per month X hourly rate).

The budget narrative must describe all costs associated with implementing the project that are to be covered with the grant funds. New entities bidding on this project must identify reasonable staff time and costs associated with the transition from the incumbent provider – estimated start date of May 15, 2010.

All costs should be necessary and reasonable according to the Federal guidelines set forth in the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," (also known as the: Common Rule") codified at 29 CFR Part 97 (97.22), and "Grants and Agreements with Institutes of Higher Education, Hospitals, and Other Non-Profit Organizations" (also known as OMB Circular A-110). Codified at 29 CFR Part 95 (95.27).

Personnel

- Salaries, fringe benefits and related expenses necessary to carry out the functions defined in the work plan.

Non-Personnel

- Travel expense related to the work plan.
- Communication, facilities, supplies and equipment expenses associated with implementation of the work plan.
- Other reasonable costs associated with implementation of the work plan.

APPENDIX G – Agreement General Provisions

The bidder hereby assures and certifies that if selected they will accept all of the contract provisions set forth by the Workforce Board or where not accepted the bidder will itemize any and all exceptions

1. **Contractor Authority.** Contractor warrants that it is the real party in interest to this Agreement, that it is not acting for or on behalf of an undisclosed party, and that it possesses legal authority to apply for this grant and to execute the proposed program or project described in hereof. Contractor's execution of this Agreement shall serve as its attestation that Contractor has read, understands and agrees to all provisions and terms of this Agreement and to be bound thereto.
2. **Independence of Personnel.** All technical, clerical and other personnel necessary for the performance required by this Agreement shall be in the employ of Contractor, and shall in all respects be subject to the rules and regulations of the Contractor governing its employees.
3. **Governing Law.** This Agreement is to be governed by the laws of the State of Illinois. When there is no Illinois law on a particular subject or issue, then the applicable law will be applied, interpreted and applied by an Illinois court.
4. **Non Appropriation Clause.** Payments pursuant to this Agreement are subject to the availability of applicable Federal funding from the Department of Labor (DOL) and the Illinois Department of Commerce and Economic Opportunity (DCEO). Obligations shall cease immediately without penalty or liability of further payment being required if at any time this Agreement is in effect the DOL or DCEO fails to appropriate or otherwise make available sufficient funds for this Agreement. The Contractor hereby is given actual knowledge of the fact that payments under the Agreement are contingent upon the existence of a valid appropriation therefore and that no officer shall incur any indebtedness on behalf of the Board or the Grant Recipient thereof or obligate the Board or Grant Recipient in an amount in excess of the amount appropriated. This Agreement shall become null and void in the event that the Board fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.
5. **Delivery of Contractor Payments.** Payment to the Contractor under this Agreement shall be made payable in the name of the Contractor and sent to the address specified in this agreement. Any change in address to which payments will be sent must be requested in writing, and signed by Contractor and sent to the Board as set forth in the General Provisions - Notices section of this Agreement. Upon Proper notification the Board shall institute the change within 15 working days after receipt of such notice.
6. **Grant Closeout.** The Contractor will be responsible for the completion and submission of a final Grant Closeout Report in a format agreeable to the Board, within 45 days after the expiration or termination of this Agreement. The Contractor must report on the expenditure of grant funds provided by the State, and if applicable, the Contractor's required matching funds. The Contractor is responsible for taking the necessary steps to correct any deficiencies disclosed by such Grant Closeout Report, including such action as the Board, based on its review of the Grant Closeout Report, may direct. Any claims which affect the need to finalize closeout of the Agreement must be received within forty-five (45) days from the last effective day of the Agreement, after which no further payment will be made.
In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et. seq., the Contractor must within 45 days of the expiration or termination of this Agreement, refund to the Board, any balance of funds which is not obligated at the end of the Grant term specified in the Notice of Grant Award. For purposes of preparation of grant close-out forms, the determination of allowable expenditures and excess grant funds shall be based on the premise that the total grantee compensation under this Agreement shall not exceed the amount specified in the Notice of Grant Award.
7. **Insurance.** The Contractor shall maintain during the Agreement, insurance issued by responsible insurance companies or maintain self-insurance acceptable to the Board for protection of the Board, Contractor and participants. The Contractor shall provide the following insurance coverage at all times during the Agreement term:
 - Workers' Compensation** – Worker's Compensation and Employers' liability as required by Illinois law.
 - Commercial General Liability** – which shall not exclude the following coverage: Independent Contractors, product and completed operations, blanket contractual Broad Form Property Damage, Personal

Injury and where exposure exists Explosion, Collapse and Underground (XCU) coverage. Coverage at a minimum shall be \$1,000,000 combined single limit, bodily injury and property damage, each occurrence \$2,000,000 combined single limit, general aggregate.

Business Automotive Liability – including coverage for all owned, hired and non-owned vehicles. Coverage shall at a minimum be \$1,000,000 combined single limit, bodily injury & property damage.

Fidelity Bonding – shall provide bonding for every officer, director, agent or employee who handles funds (cash, checks or other instruments of payment for program costs) under this Agreement. The amount of coverage shall be the higher of the highest reimbursement or cash draw down planned during the term of this Agreement or \$100,000.

Contractor shall be responsible for the payment of unemployment insurance, premiums for worker's compensation, other insurance premiums and statutorily required taxes and benefits.

8. Termination or Suspension. This Agreement may be terminated or suspended by the Board for loss of funding, for cause, or for convenience.

Termination Due to Loss of Funding: Obligations of the Board will cease immediately without penalty of further payment being required if the Department of Labor (DOL) or the Illinois Department of Commerce and Economic Opportunity (DCEO) fails to appropriate, or otherwise make available, sufficient funds for this Agreement. This Agreement shall terminate in full, or in part, at the discretion of the Board, in the event that the Board suffers a loss of funding or termination of funding which permits it to fund, in full, the Contractor. In the event the Board suffers such a loss of funding in full or in part, the Board shall give the Contractor 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.

Termination for Cause: If, the Board determines that the Contractor has failed to comply with any of the terms, conditions or provisions of this Contract, including any applicable rules or regulations, the Board may terminate this Agreement in full, or in part, at any time before the expiration date of this Contract. The Board shall notify the Contractor in writing of the reasons for the termination and the effective date of such termination. The Contractor shall not incur any reimbursable costs after the effective date of the termination. The Board, at its sole discretion, may allow such necessary and proper costs which the Contractor could not avoid. The Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Board from the Contractor is determined.

Termination for Convenience: The Board, by written notice may terminate this agreement in whole or in part, at any time for the Board's convenience with 30 days written notice. Upon receipt of such notice, Contractor shall discontinue in compliance with the notice. The Contractor shall not incur additional obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Board shall allow full credit to the Contractor for the Board's share of the non-canceled obligations, if properly incurred by the Contractor prior to termination. The Contractor agrees to: 1) settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and, 2) assign to the Board, at the time and to the extent directed by the Board, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated. The Board shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

Suspension for Cause: If the Board determines that the Contractor failed to comply with any of the terms, conditions or provisions of this Agreement, including any applicable rules or regulations, the Board may suspend this Agreement, and withhold further payments of costs incurred from the date of notification of the suspension, and prohibit the Contractor from incurring additional obligations of funds, until corrective action occurs in accordance with procedures established by the Board. The Board shall notify the Contractor in writing of the reasons for the suspension and the effective date thereof, at least ten (10) working days prior to the effective date of such suspension. The Board may allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the services and incurred in accordance with the provisions of this Agreement.

Upon termination for any reason, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the Board, become the Board's property.

9. Indemnification. Contractor shall indemnify and hold harmless without limitation, the Board, Grantee, Grantor, DCEO and its officers, agents or employees from and against any and all liabilities, losses, claims, actions, costs, expenses, liens, judgments, damages (including reasonable attorney's fees) and other liabilities which may in any way accrue against the Board, Grantee, Grantor or DCEO as a consequence of this Agreement. This also includes the performance of services by Contractor, the activities of Contractor's employees, independent contractors and subcontractors or the activities of eligible participants of program services, or as a result of the disbursement of funds by the Contractor, Board, Grantee or Grantor and its officers, employees, agents, independent contractors, subcontractors, volunteers or other associates. The Contractor further agrees to indemnify, save and hold harmless the Board, Grantee, Grantor and DCEO, its officers, agents and employees against any liability, including costs and expenses associated with the violation of general, proprietary rights, copyrights or rights of privacy of third parties arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data developed or furnished under this Agreement or any libelous or any unlawful matter contained therein. The Contractor further agrees to indemnify, save and hold harmless the Board, Grantee, Grantor and DCEO, its officers, agents and employees against costs incurred by Contractor but determined to be unallowable and Contractor audit deficiencies. Insurance and bond protection furnished by the Contractor hereunder shall in no way limit Contractor's responsibility to indemnify and save harmless the Grantor as provided herein.

Governmental entities. In the event that the Contractor is a governmental entity it will indemnify and hold harmless the Board, Grantee, Grantor and DCEO as provided in this Section to the extent permitted by federal and/or state constitution(s) and/or laws.

Notice, Survival of Provisions. In the event that either party is notified of any demand or claim relating to the activities performed pursuant to this Agreement, such party will promptly notify the other party in writing. The provisions of this Section shall survive the termination of this Agreement.

10. Interest of Public Officials/Employees. If the Contractor is a local government, the Contractor certifies that no officer or employee of the Contractor and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any Agreement negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such Agreement or in the work to be performed under such Agreement.

If the Contractor is a nongovernmental entity, such a financial interest is permissible provided full disclosure of said interest is made in advance of any decisions relative to the award of a Agreement giving rise to such interest and further provided that the officer, employee, or member of the governing body so affected shall remove himself or herself from the room during any discussion, deliberation or voting in connection with the awarding of such a Agreement and provided further, that the Board determines in writing, that the best interest of the project or services provided outweighs the conflict of interest issue.

Violations of the provision may result in suspension or termination of this Agreement, and recovery of grant funds provided hereunder. Violators may be criminally liable under other applicable State laws and subject to actions up to and including felony prosecution. Safeguards, evidenced by rules or bylaws, shall be established to prohibit persons from engaging in actions which create or which appear to create a conflict of interest as described herein.

11. Bonus or Commission Prohibited. The Contractor shall not pay any bonus or commission for the purpose of obtaining approval of the application for the financial assistance provided for herein, or any other approval by the Board or Illinois Department of Commerce and Economic Opportunity which may be necessary in connection with carrying out the program objectives.

12. Hiring State Employees Prohibited. No state officer or employee may be hired or paid with funds derived directly or indirectly through this Agreement without the written approval of the Illinois Department of Commerce and Economic Opportunity.

13. Waivers. A waiver of any condition of this Agreement must be requested in writing. No waiver of any condition of this Agreement may be effective unless in writing from the Board.

14. Assignment. Neither this Agreement, nor any part thereof, may be assigned, assumed or otherwise transferred without the expressed written consent of the Board.

15. Severability Clause. If any provision under this Agreement or its application to any persons or circumstances is 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.

16. 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.

17. Subcontract and Grants. The Contractor shall not engage in any subcontractor relationship without the written approval of the Board. Where written approval is provided, the Contractor agrees that such subcontractor shall be subject to, and conform to all applicable State and Federal laws, and shall specifically provide that subcontractors are subject to all of the terms and conditions of this Agreement.

18. Notices. For purposes of the Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given shall be either: 1) delivered personally; 2) sent U.S. Certified Mail, postage prepaid and return receipt requested; 3) placed in the custody of Federal Express Corporation, or other nationally recognized carrier to be delivered overnight or sent via telecopy or facsimile transmission with written confirmation of receipt.

The undersigned hereby assures and certifies that if selected they will accept all of the Agreement Provisions set forth by the Workforce Board or where not accepted the following itemized exceptions are proposed.

Signature	Name and Title of Authorized Representative	Date
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Name of Applicant Organization

APPENDIX H – Terms and Conditions

The bidder hereby assures and certifies that if selected they will agree, without exception, to the Terms and Conditions set forth by the Workforce Board.

1. Compliance with Program Specific Laws & Regulations. The Contractor agrees that all activities under this Agreement shall be conducted in conformance with the WIA Public Law 1998, as amended and in effect from time to time. Contractor shall fully comply with all applicable statutes, regulations, rules, policies, guidelines, and procedures of the federal government and DCEO. The Contractor understands and agrees this Agreement is subject to modifications, which DCEO determines, that may be required by Federal or State law, rules, or regulations applicable to this Agreement. Any such required modifications shall be incorporated into, and be part of, this Agreement.

2. **Audit.** The Federal Single Audit Act of 1984 (Public Law 98-502), the Federal Single Audit Act Amendments of 1996 (P.L. 104-156) and Office of Management and Budget (OMB) Circular A-133 require an independent financial and compliance audit of each non-Federal entity that is a recipient or sub-recipient of Federal funding and has cumulative expenditures of Federal funds of \$500,000 or more in a given fiscal year. The \$500,000 threshold is subject to change pursuant to the Federal Single Audit Act. Any references in this Agreement to this threshold will automatically change to comply with Federal requirements. The Acts further state that the audits are to be conducted in accordance with applicable auditing standards set forth in the *Standards for Audit of Governmental Organizations, Programs, Activities and Functions* issued by the Comptroller General of the United States (known as Government Auditing Standards).

a. General Audit Requirements for Federal Funds

- i. All non-Federal entities that expend \$500,000 or more in a fiscal year must have an organization-wide Single Audit conducted in accordance with Section .500 of OMB Circular A-133.
- ii. All audits must be conducted annually unless one of the exceptions noted in Section .220 of Circular A-133 applies.
- iii. The audit must be conducted by an independent auditor in accordance with Government Auditing Standards issued by the Comptroller General of the United States.
- iv. Audits must be conducted in accordance with grant governing regulations.

b. Audit Requirements for Commercial Organizations

- i. Although OMB Circular A-133 exempts commercial (for profit) organizations from single audit requirements, commercial organizations must comply with the rules associated with specific Federal Awards. Section 667.200 (b)(2)(ii) of the Federal Regulations for WIA state, “Commercial organizations which are sub recipients under Workforce Investment Act (WIA) title I, and which expend more than the minimum level specified in OMB Circular A-133 (\$500,000) must have either an organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit.”

c. Additional Audit Requirements Per This Agreement

- i. The Contractor shall provide the Board with a copy of final audit report within 30 days of the Contractor’s receipt of such report but in no event later than nine months following the end of the period for which the audit was performed.
- ii. The Board, or its designee, and/or DCEO and the Federal funding authority may audit or review the Contractor’s programs, including but not limited to financial results, books and records and performance, funded through this agreement. The Contractor agrees to allow access to all records and provide copies of records for the purpose of audit and monitoring. The Contractor shall cooperate with the agency or designee conducting the audit and actively cooperate to resolve any and all audit findings.
- iii. If the audit determines that the Contractor has expended funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures.

3. **Allowable Costs/Cost Principles.** Expenditures under this Agreement must be allowable, allocable, necessary and reasonable for proper and efficient operation, and comply with all applicable WIA as well as Federal cost principles applicable to the Contractor and/or the services approved in this Agreement including but not limited to the following:

- a. Allowable costs for state, local and Indian Tribal government organizations are contained in OMB Circular A-87;
- b. Allowable costs for non-profit entities are contained in OMB Circular A-122;
- c. Allowable costs for institutions of higher education are contained in OMB Circular A-21; and
- d. Allowable costs for commercial organizations and those non-profit organizations listed in Attachment C to OMB Circular A-122 are contained in Federal Acquisition Regulations (FAR), at 48 CFR Part 31.
- e. Administrative Requirements shall be in accordance with 29 CFR 95 or 97, whichever is applicable.

The Contractor shall be solely liable for all costs incurred or committed by Contractor that are not allowable under WIA and other applicable regulations and guidelines. In the event that Contractor is paid for costs not allowable under WIA and other applicable regulations and guidelines, Contractor shall repay such costs with non-WIA funds. In the event the Contractor is paid for costs not allowed, the Board may deduct any overpayment for future allowable cost reimbursements made by the Board. The Board may charge interest on an overdue payment from the Contractor in accordance with the Federal Claims Collection Standards. The Contractor is responsible for ensuring that it, and its subcontractors, follows all applicable federal cost principles.

4. **Accounting/Fiscal Control Requirements.** The Contractor's financial management system shall be structured to provide for accurate, current and complete disclosure of the financial results of this contract. The Contractor shall be accountable for all funds received under this Agreement and shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement.

The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect revenues and expenditures of funds provided by the Board under this Agreement. Fund accounting procedures shall be established as may be necessary to assure the proper expenditure of and accounting for federal funds paid to the Contractor or any of its vendors, under this program, including procedures for monitoring the assistance provided under this program.

Supplies, materials, equipment, and/or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

No funds under this Agreement shall be used in any way to either promote or oppose: unionization; lobbying activities; political activities including political patronage; religious or anti-religious activities. No participant may be placed into or remain employed in any subsidized position which is affected by labor disputes involving layoffs, reductions in the workforce, or infringements of promotional opportunities.

5. **Payment Request and Reports.** The Contractor shall comply with all Workforce Board requirements and other processes and procedures in place from time to time, for submitting complete, accurate and timely invoices for the reimbursement of allowable costs incurred by Contractor.

- a. **Complete and accurate invoices.** Contractor shall submit a complete and accurate invoice on a monthly basis for costs incurred and paid by Contractor during each month work is performed under this contract. Contractor invoices shall contain only allowable costs, shall exclude costs not allowable costs and shall be mathematically correct in computation and amount. Contractor's failure to comply with submission of a complete and accurate invoice along with required support documentation may result in the entire payment request being rejected and/or disallowed and returned to the Contractor for correction. Prior to reimbursement, all payment requests submitted by the Contractor are subject to review and approval of the Board and the Fiscal Agent for the local workforce area.
- b. **Timing of Invoice Submittals.** Contractor shall submit its monthly invoice within 30 days following the end of each month in which expenses are paid by Contractor. In the event that costs are submitted for a previous month, Contractor shall separately identify any such costs, based upon the month in which Contractor paid the costs. Costs submitted in excess of 90 days beyond invoice due date (30 days after month end in which expenses are paid) are not eligible for reimbursement without the express written approval of the Board. Such approval shall only be given in instances where circumstances precluded Contractor from having knowledge that such expenses were incurred as of the due date of Contractor's monthly invoice.
- c. **Tracking, Reporting and Reimbursement.** Contractor shall track, and report, to the Board all costs paid and submitted for reimbursement (based upon month paid by Contractor), for each and every month services are performed under this Agreement. On a monthly basis, in a format acceptable to the Board, Contractor shall submit to the Board a summary that shows 1) total costs paid and submitted for reimbursement by month for each and every month, 2) program to date costs paid and submitted for reimbursement, 3) monthly budgeted costs for all months under contract, 4) program to date budgeted

costs, 5) forecasted costs for the all future months under contract, and 6) total forecasted total costs for the entire duration of the Agreement. Contractor shall submit the aforementioned information monthly not later than 30 days following the end of each month in which costs are paid by Contractor.

Reimbursement requests will be processed on a monthly basis established by the Board and Contractor. All payment requests submitted by the Contractor shall be reviewed by the Board to ensure that such requests are: in accordance with the approved grant budget; are in accordance with all applicable WIA Regulations, guidelines and other applicable Federal Law and Regulations as amended and in place from time to time.

The Cost Reimbursement Claims submitted by Contractor shall contain only those costs that are:

- i. In accordance with all applicable State and Federal requirements and specified in the Contractor's approved budget attached to the Agreement;
- ii. Necessary and reasonable to complete program objectives;
- iii. "Allowable" as determined by the applicable OMB circular or FAR; and,
- iv. In conformity with DCEO policy letters for WIA and Board policies.

6. **Method of Compensation.** The Board has established procedures conducive to the operations of the Contractor and Fiscal Agent to ensure the most efficient means of reimbursement. Grant funds due to the Contractor shall be disbursed to the Contractor via disbursement checks made payable to the contracted entity by the Fiscal Agent designated by the CEO. Payment (checks) will be mailed to the Contractor at the address set forth in this Agreement.

7. **Limitations on Compensation.** In no event shall the Contractor be reimbursed for any cost incurred in excess of the total approved grant budget. A variation among individual line item costs not to exceed 15% is allowable and permitted without written modification. Any variation of any line item in excess of 15% requires written modification to this contract (Terms and Conditions - Modifications of this Agreement). Under no circumstances shall Contractor be due reimbursement of any amount incurred in excess of the amount of this Agreement. The Contractor must obtain approval from the Board prior to incurring expenditures that necessitate a change in the Contractor's approved grant budget. Contractor shall not be due reimbursement for any amount expended in excess of Agreement amount, irrespective of subsequent Agreement modification. The Board reserves the right to withhold funds for such expenditures until the Contractor has submitted a revised plan and modification approved by the Board, where the Board finds it applicable.

The amount or use of funds available for total costs shall be limited to that which is related to program operations as described in the approved line item budget. No exceptions to these costs will be allowed unless the Board has given prior written approval of the alteration. Such approval must be requested by letter with an explanation of the proposed expenditure. Said exceptions cannot be purchased or cost incurred until written approval is obtained from the Board. Any printed material or brochures which provide additional information about the nature of the purchase should be included in the letter.

Any overpayment of grant funds (un-liquidated balance) as of the end date of the grant term specified in the title page shall be refunded to the Board within 45 days from said end date, accompanied by a final grant closeout report in the format provided by the Board. The Contractor shall be liable for repayment of any grant funds that are expended in violation of the terms of this Agreement. The Contractor agrees to repay the Board for any funds that are determined by DCEO to have not been spent in accordance with applicable regulations or rules.

8. **Travel Regulations.** The Contractor agrees to follow the general travel reimbursement policy as set forth below:

- a. For travel costs paid under this Agreement, Contractor agrees to be bound by Board travel expense policies even if these policies are more stringent than the Contractors' travel policies.
- b. Costs according to Contractors' reasonable travel policies adopted by the Contractor **that are consistent with or more stringent than the Board's travel policies**, are allowable for expenses for transportation, lodging, subsistence, and related items incurred by the Contractor's employees and the employees of the subcontractors whose travel is required to perform the Contractor's Scope of Services.
- c. Contractor shall be reimbursed for actual transportation costs of personnel authorized to undertake out-of-town, overnight travel under this grant agreement. Costs shall not be reimbursed in an amount greater than the cost of first class rail or of economy air travel.

- d. The Contractor shall be reimbursed for the cost of travel performed by its personnel in their privately owned automobiles, at the IRS Business Standard Mileage Rate, or the Contractor's policy if less than the IRS rate, not to exceed the cost by the most direct economy air route between the points so traveled. If more than one person travels in such automobiles, no additional charge will be made by the Contractor for such travel.
- e. No travel costs whatsoever for personnel travel from place of residence to and from normally assigned worksite shall be reimbursed.
- f. Actual travel expenses shall be reimbursable in the subsequent month in which incurred.
- g. Travel expenses which exceed the limitations established by IRS Regulations, other Federal statute or regulation (including current Federal Travel Regulations, OMB Circulars, FAR, etc.), Board policy or Contractor's own policy, are not allowable costs under this Agreement.

9. **Modification of this Agreement.** Modification or change of any of the Provisions, Terms or Conditions of this Agreement shall only be made in writing, signed by Contractor and the Board. Any changes or modifications made to this agreement shall only become effective as of the date of execution of written changes. No oral statement of any persons, and no written statement other than the Board's authorized signatory, shall be allowed to modify or otherwise affect the terms or meaning of this Agreement.

Any Contractor requests for interpretation, modification, or change must be made in writing to the Board. The Board reserves the right to deny modification requests.

Modifications by Operation of Law. This Agreement is subject to modification if the Grant Agreement held by the Workforce Area's Grantee is subject to modification where Illinois Department of Commerce and Economic Opportunity determines such modification may be required by Federal or State law or regulations applicable to the initial Grant Agreement. Any such modification shall be incorporated into and be part of this Agreement as if fully set forth herein. The Board shall notify the Contractor in a timely manner of any pending implementation of or proposed amendment to such regulations of which the Board has notice.

Budget Modification. The amount or use of funds available for all costs shall be limited to that which is related to program operations as described in the approved budget with line items by fund stream. In no event shall the Contractor make any changes that increase or decrease the total budget without prior written approval of the Board.

A variation among individual line item costs not to exceed 15% is allowable and permitted without written modification. Any line item modification greater than the allowable 15% must have prior written approval from the Board. Such approval must be requested by letter with an explanation of the proposed modification, and mailed to the Board as set forth in the General Provisions - Notices section of this Agreement.

If the Board grants a budget revision, an Agreement Modification shall be issued by the Board incorporating a revised budget.

The Board may modify this Agreement for the following reasons by giving a modification notice to the Contractor. The Contractor must respond within five (5) working days, and has no more than fifteen (15) days to renegotiate:

- a. Failure of the Contractor to fulfill its obligations under the Agreement in a timely/proper manner;
- b. Violation of the provisions of this Agreement;
- c. Inability of the Board to fulfill the financial obligation herein;
- d. Failure to provide services to meet the required standards;
- e. Violation of any policies and procedures of the Board and/or DCEO; and,
- f. Inability of the Contractor to recruit and enroll participants as specified in this Agreement within ninety (90) days from the effective date of the Agreement.

10. Record Retention: Right of Inspection. The Contractor shall be responsible for establishing and maintaining adequate accounting books, records and controls sufficient to accurately track and report all financial transactions related to work performed, and costs incurred, under this Agreement. Contractor shall keep and maintain original source documents as evidence of all work performed, and cost incurred, under this Agreement. All records, data or information related to this Agreement are to be retained separately and distinctively from the records pertaining to other operations of the Contractor. Contractor shall maintain all

financial, statistical, property, applicant and participant records, and all applicable supporting documentation for a period of three (3) years subsequent to the date the Contractor submits its final Grant expenditure report, close-out package, or the date all audits are complete and findings on all claims have been finally resolved, which ever occurs last.

In the event the Contractor becomes unable to retain the required WIA participant and financial records, such records shall be immediately transferred to the Board's possession. Such records shall be transmitted to the Board for acceptance in an orderly fashion with documents properly labeled and filed in an acceptable condition for storage. No records shall be disposed of without the prior written approval of the Board. In the event that the Contractor becomes unable to retain the required WIA participant and financial records, and the Board is unable to accept the records, such records shall be immediately transferred to DCEO or its designee.

Contractor, during normal business hours, shall make available and provide access to any and all books and records pertaining to Contractor's performance of work and/or costs billed under this Agreement to the Board, DCEO, Federal Funding or Regulatory Agencies and/or their designees upon written request. Such right to audit shall correspond with the above referenced record retention period for the Contractor.

11. Participant Record Confidentiality. Contractor shall not disclose any information concerning an applicant or participant for any purpose not in conformity with the state and federal regulations, except upon written consent of the recipient or his responsible parent or guardian when authorized by law.

12. Publication, Reproduction and use of Material. No material produced in whole or in part with funds provided under this Agreement shall be subject to copyright in the United States or in any other country. All documents, including reports, studies and other materials developed, produced or generated by the Contractor as part of the performance required under this Agreement are referred to herein as the "Grant Documents".

The Contractor may not undertake any publicity and advertisements, or publish any results or information about its Agreement, other than to make information known in or as to open meetings, without prior review and approval by the Board.

13. Required Reports. In addition to the reports set forth in the Terms and Conditions -Payment Requests and Reports section, Contractor is required to submit participant enrollment and outcome reports quarterly to the Board, or as required in order to reconcile performance information entered regularly in the state case management system.

The Contractor shall also agree to furnish any and all additional reports and materials as requested on a regular basis or from time to time by the Board. This includes, but is not limited to, all necessary information and documentation required for the annual settlement or closeout of this Agreement.

14. Required Monitoring and Evaluation. The Agreement will be monitored during the effective date of the award for compliance with the terms, conditions, and specifications of the Agreement or purchase orders and with the rules, regulations, and requirements promulgated by applicable Federal and State agencies and by the Board.

As specified in the Terms and Conditions - Audit section, the Contractor shall, at any time during normal business hours and as often as necessary, make available to the Board or its designated representative for examination or audit, all of its records and data with respect to all matters covered by this Agreement. The Board or its designated representative shall have the authority to audit, examine, and make excerpts or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. All of the information and data prepared or assembled by the Contractor under this Agreement may be made available to the public upon request, except where the disclosure of information would constitute a clearly unwarranted invasion of personal privacy, or where the record is a trade secret or privileged or confidential commercial or financial information.

The oversight and monitoring which ensures that the financial systems are in accordance with 20 CFR Parts 667.400(c)(1) and 667.410(a) will be monitored by the Board for compliance with all applicable Federal and State Laws, regulations, and rules applicable to this Agreement.

Upon review and where noted, the Board shall inform the Contractor within fifteen (15) working days in writing

of any such reasons where the review documents indicate the failure of the Contractor to comply with the terms and conditions set forth herein. The Contractor shall have fifteen (15) working days in which to respond with a corrective action plan agreeable to the Board. Per the General Provisions - Termination or Suspension section, the Board may as an interim action suspend payments of costs incurred from the date of notification in whole or in part under this Agreement.

The Contractor agrees to the definition of the minimum level of acceptable performance as that being no less than 85% of the performance level quarterly as reported 30 days after the completion of the quarter and as identified in the Scope of Services. Performance evaluated below the minimum level may require a corrective action plan agreed upon by the Board and Contractor. A corrective action plan will be negotiated between the Board and the Contractor within 60 days after the completion of the quarter. Where performance continues below the minimal level for two (2) consecutive quarters following the initiation of such plan, this will constitute a failed Agreement. In the event that an Agreement is determined to be failed, the Board will require the Contractor to identify all actual Agreement costs according to WIA cost category. In the case of a failed Agreement, allowable costs will be limited to direct participant costs including: training costs, work experience wages, tuition, fees and book, and supportive services only. In a failed Agreement, the Contractor must absorb all indirect cost rates, management fees, profit and/or other costs or fees not specific to direct participant costs. Any overage will be disallowed.

Throughout the term of this Agreement, the Agreement will be assessed to gauge its impact upon the target populations and for the effective and efficient utilization of the awarded funds. Assessments will occur both during the operation of the Agreement and upon its completion.

The Contractor shall participate in and cooperate with the Peer Monitoring Task Force for WIA Contractors established by the Board. The task force will periodically monitor and evaluate the Scope of Services defined under this Agreement as well as programmatic monitoring such as participant file review. The Board will provide appropriate notice to the Contractor when a physical inspection of any training sites will be conducted by the Monitoring Task Force.

15. Ownership of Nonexpendable Personal Property. Non-expendable personal property purchased by or through the Contractor with funds provided under this Agreement shall be held by the Contractor in trust for the benefit of the People of the State of Illinois. Upon termination of this Agreement and upon election of the Board, the Contractor shall surrender possessions of such property to the Board.

16. Property Management. The Contractor may not purchase nonexpendable personal property items without the prior written approval from the Board, and in the event of purchase of nonexpendable personal property items exceeding \$5,000 without the prior written approval from the Board and DCEO or its designee. The Contractor agrees to comply with 29 CFR Part 95.34 or 29 CFR Part 97.32 i.e., OMB Circulars A-110 or A-102, as applicable, in the management of nonexpendable personal property. The Contractor must maintain an inventory of all nonexpendable property purchased with funds received through the Agreement. The Contractor shall not dispose of this equipment without the written approval of the Board.

The Contractor is responsible for maintaining a control system that ensures adequate safeguards to prevent property damage, loss or theft, and shall investigate and document any damage to or loss or theft of such property. The Contractor shall promptly notify the Board in writing concerning the damage, loss, or theft. The Contractor shall implement adequate maintenance procedures to keep the property in good condition.

17. Program Income. The Contractor is required to return all program income to the Board unless the Board allows the Contractor to retain program income for use in furthering WIA objectives in accordance with this Agreement. Program Income as defined under 29 CFR Part 95.24 or 29 CFR Part 97.25, shall be used in accordance with 20 CFR Part 667.200(a) (5). For-profit Contractors that are not subsidiaries of a not-for-profit organization are exempt from the provisions of this clause.

18. Procurement. The Contractor, if a unit of local government, shall follow the procurement standards as established in 29 CFR 97.36 paragraphs b through i and all other Contractors shall follow the procurement standards in 29 CFR 95.40 through 95.48.

19. Interest Income. All interest earned on funds received under WIA Title I shall be treated as program income in accordance with Section 195(7)(B)(iii) of WIA.

APPENDIX I – Assurances and Certifications

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 Workforce Investment 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 under 20 CFR Part 667.264(a) and 20 CFR Part 667 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 Workforce Investment 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 that prohibits replacing a currently employed worker with any Workforce Investment Act participants.
9. Serve non-economically disadvantaged participants in accordance with Section 129(c) (5) of the Workforce Investment 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 organizations, which are lower tier subcontractors and which expend more than the minimum level specified in OMB Circular A-133 (\$500,000 for Fiscal Years ending after December 31, 2003), have either an organization-wide audit conducted in accordance with OMB A-133 or a program specific financial and compliance audit (commercial firms).
14. Compliance with Sections 134(d) (4) (F) (iii) and 134(d) (4) (G) of the Workforce Investment 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 Agreement Compliance Programs, and 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 an Agreement 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 Agreement 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 workweek of 40 hours. Work in excess of the standard workweek 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 workweek. 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.
22. 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.
23. The provisions of Debarment and Suspension (E.O.'s 12549 and 12689) – No Agreement shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement 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.
24. Proprietary Information. During both the Agreement timeframe and after its completion, the Contractor agrees to keep and hold all Proprietary Information disclosed by the Board, partnering entities, affiliates, customers, or vendors of the local workforce investment area 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.

The undersigned hereby assures and certifies that if selected they are in compliance with all of the Assurances and Certifications where applicable.

Signature	Name and Title of Authorized Representative	Date
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Name of Applicant Organization

Appendix J – Applicable Statutes and Certification

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

1. **American with Disabilities Act** The Americans with Disability Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations hereunder (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. **Drug-Free Workplace (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 Board for at least one (1) year but not more than five (5) years.
 - 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 Agreement 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 Commerce and Economic Opportunity or its designee 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 thirty (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.
7. **Freedom of Information Act (5 ILCS 140/1 et. seq.)** Applications, programmatic reports and other information obtained by the Board under this Agreement shall be administered pursuant to the Freedom of Information Act.
8. **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.

- 9. **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.).
- 10. **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 Commerce and Economic Opportunity identifying each beneficiary of the land trust by name and address and defining such interest therein.
- 11. **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 hereunder, may result in a determination that the Contractor is ineligible for future contracts or subcontractors with the 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.
- 12. **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)).
- 13. **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

The undersigned hereby assures and certifies that if selected they are in compliance with all of the Applicable Statutes where applicable.

Signature	Name and Title of Authorized Representative	Date
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Name of Applicant Organization

Appendix K – Debarment Certification

Certification Regarding Debarment, Suspension, and other Responsibility Matters Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

Before signing the certification, read the following instructions which are an integral part of the certification:

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) or The Workforce Board, may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the DOL and to The Workforce Board if at any time the prospective recipient of Federal assistance funds learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DOL for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", provided by the DOL, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause or default.

The prospective recipient of Federal assistance funds certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

Name and Title of Authorized Representative

Date

Name of Applicant Organization