

**Mid America Workforce Investment Board
c/o St. Clair County Intergovernmental Grants Department
19 Public Square Ste. 200
Belleville, Illinois 62220
(618) 277-6790**

Request for Proposals
Youth Employment & Training Programs
Program Year 2012

Complete RFPs are due on Friday, February 3rd, 2012 at 10:00a.m.

Received by: _____

Date: _____

Time: _____

Mid America Workforce Investment Board
Youth Employment and Training Programs RFP
Program Year 2012

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- A. Applicant Information Page
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- E. ADA Facilities Checklist
- F. Confirmation of Insurance
- G. Staff Plan (must be signed)
- H. Administrative and Financial Management Survey and Certification (must be signed)
- I. Contract Provisions (must be signed)
- J. Program Terms and Conditions (must be signed)
- K. Agency Declaration (must be signed)
- L. WIA Performance Standards for Youth
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Youth Employment & Training Programs
Program Year 2012
Request for Proposals (RFP)

I. BACKGROUND

The Mid America Workforce Investment Board (MAWIB) issues this Request for Proposals (RFP) to solicit innovative youth workforce development programs to operate under the provisions of the Workforce Investment Act (WIA). MAWIB intends to be inclusive in this solicitation. The intent is to receive a variety of in-school and out-of-school youth training proposals from applicants through this competitive process.

As regions around the country struggle with the implications of critical skills shortages and structural economic change in general, our local area board embraces programs that focus on the economic needs of Local Workforce Investment Area (LWIA) 24, the areas geographic region includes St. Clair, Clinton, Monroe, Randolph and Washington Counties. As a result of the critical skills shortages, we are encouraging proposals that emphasis youth preparation for careers in high growth areas.

The Workforce Investment Act of 1998 (WIA, Public Law 105-220) provides the framework for a national workforce preparation system that is flexible, responsive, customer-focused and locally managed. The goal of programs under the Act is to increase employment, job retention, earnings, and develop the work potential of eligible youth in our five-county region. The MAWIB's mission is to enable WIA eligible in-school youth, out-of-school youth and high school dropouts to acquire skills and work experiences necessary to successfully transition into adult careers, or further their education and training. The local board envisions a system that meets the needs of residents and businesses alike throughout its geographic region.

MAWIB recognize that many youth are faced with issues that could impact there employability, particularly those youth that reside in urban areas. Attention will be paid to those proposals that integrate soft skill activities into the program design.

Recent U.S. Department of Labor regulations mandate that federally-funded WIA Youth Programs, in addition to monetary constraints, have required several changes from prior RFPs. Major changes include, but are not limited to: (Please read the enclosed RFP's instructions carefully.)

- A shift in emphasis to fund more out-of-school youth.
- This RFP will be limited to programs and services for in-school and out-of school youth ages 14-21.
- A greater focus will be placed on performance-based programs.

II. PROPOSAL OVERVIEW

The MAWIB is interested in programs that attempt to address and resolve issues that are particularly relevant to youth, such as: Substance Abuse, Character Development, Cultural Awareness, Community Activism, Self Esteem, Core Values, Pregnancy Prevention, Citizenship, Leadership Development, Problem Solving, and Resource Budgeting. These programs must be dedicated to improving the quality of the emerging workforce by providing opportunities for eligible youth to acquire the educational and skill competencies necessary for successful transition into adult careers, educational advancement and training. Programs must be customer-focused; make accountability for performance and customer satisfaction a top priority; and expand linkages and collaborative efforts that foster a comprehensive system of services to meet the workforce development needs of eligible youth in LWIA 24.

Proposals for youth employment and training programs are funded under the guidelines of the Workforce Investment Act (WIA) and administered through the St. Clair County Intergovernmental Grants Department (SCCIGD) for economically disadvantaged youth facing substantial barriers to employment. The funding period will be Program Year 2012 (July 1, 2012 through June 30, 2013).

The MAWIB reserves the right to change any of the enclosed specifications as required by the U.S. Department of Labor and the Illinois Department of Commerce and Economic Opportunity without prior notice to applicants. MAWIB reserves the right to reject any proposals in whole or in part. Rejection of a portion of a proposal does not necessarily render the remainder of the proposal ineligible for funding. MAWIB also reserves the right to solicit additional proposals based on this Request for Proposals, issue other Requests for Proposals, and/or enter into multi-year contracts if it is in its best interest to do so. All WIA-funded programs and activities must be equal opportunity in employment or program services; auxiliary aids and services are available upon request to individuals with disabilities. Funding for programs is contingent upon availability of funds. This RFP should not be construed as a commitment to award a contract.

Overview of Service Delivery System Roles

The service delivery system in LWIA 24's geographic region includes St. Clair, Clinton, Monroe, Randolph and Washington Counties. A network of Southwestern Illinois WorkNet Centers, that operate in partnership with other human service and at-risk youth entities, serves this geographic area by making available comprehensive workforce development services. Vendors are expected to become familiar with the scope of services provided by the Southwestern Illinois workNet Centers to utilize them with their clients and their families as necessary to allow youth clients to successfully complete vendor programming for a successful program exit within two-years.

Southwestern Illinois workNet Logo on All Printed Materials

Any and all publications created by providers, publicizing WIA services must include the St. Clair County Seal, Southwestern Illinois WorkNet logo and any new logos required by the State or Federal Government.

III. File Retention and Ownership

Organizations whose proposals are selected for funding will be responsible for retaining program files and records, including participant files and records, in compliance with Federal, State and local WIA requirements, and the Local Workforce Board record retention policies. The Mid America Workforce Investment Board retains ownership of all service provider files and records related to the services provided pursuant to this RFP.

IV. The Workforce Investment Act and Guiding Principles

The Workforce Investment Act of 1998 created a new, comprehensive workforce investment system. The new system was designed to maintain a customer focus, to help Americans access the tools they needed to manage their careers through information and high quality services, and to help U.S. companies find skilled workers.

The key principle specific to youth programs is:

Improved youth programs, linked more closely to local labor market needs and community youth programs and services, and with strong connections between academic and occupational learning. Youth programs include activities that promote youth development and citizenship, such as leadership development through voluntary community service opportunities, adult mentoring, follow-up services, and targeted opportunities for youth living in high poverty areas.

For more information on Employment & Training Administration (ETA), log on to the internet and go to www.doleta.gov. At this site you can access the law and regulations as well as new information the USDOL has posted with respect to programs serving youth. This includes Training and Employment Guidance Letters (TEGL) and Training and Employment Notices (TEN) that identify initiatives ETA expects funded programs to support through prudent program design and service delivery.

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.commerce.state.il.us
www.doleta.gov
www.nawb.org
www.worknetncc.com

V. Roles in the Local Workforce Investment area

Role of Mid America Workforce Investment Board

The Mid America Workforce Investment Board is comprised of a majority of representatives from private business and industry and other workforce development stakeholders who are appointed by Mark Kern, the Chief Elected Official for LWIA 24. It acts as a governing board by providing overall leadership, strategic planning, policy development and oversight of both the Southwestern Illinois WorkNet Centers service delivery system and workforce development programs.

Chief Elected Official Role

The St. Clair County Board Chairman serves as the Chief Elected Official for LWIA 24. The Chief Elected Official appoints members to the Mid America Workforce Investment Board and works in cooperation with the Board to assure that the local area's workforce meets the needs of employers. The CEO collaborates with the Board to build a visionary plan and oversees WIA programs to meet that vision. The CEO is also responsible for financial management and the integrity of all expenditures of the funds awarded under WIA.

Role of St. Clair County Intergovernmental Grants Department

The St. Clair County Intergovernmental Grants Department (SCCIGD) manages and administers WIA programs on behalf of the Board and CEO. These responsibilities include:

- Assuring that programs are administered and managed in compliance with all Federal and State requirements for WIA programs;
- Sharing responsibility for operating the Southwestern Illinois workNet Center services delivery system;
- Implementing strategic priorities and policies on behalf of the Board and CEO;
- Providing day-to-day management and administration of WIA programs;
- Procuring and contracting for services, including the services of youth service providers selected pursuant to this RFP;
- Monitoring service providers to assure explicit compliance with the terms of their negotiated contracts and all Federal, State and local WIA requirements; and
- Referring youth when appropriate to various service providers of In-School and Out-of-School Youth Programs.

Role of the Southwestern Illinois WorkNet Centers

The Southwestern Illinois workNet Centers, located in St. Clair County, have been established as part of the DOL vision of Southwestern Illinois workNet Centers to drive the workforce development system in the local workforce area. The Mid America Workforce Investment Board (MAWIB) selects contractual service providers on a competitive basis to enhance the services available through the Southwestern Illinois workNet Center delivery system. The services available in the Southwestern Illinois workNet Centers are geared towards meeting the multiple needs of youth and adults who are unemployed or underemployed including assessing unemployment benefits and supportive services that can ease the stress of being unemployed or underemployed. The role of the Southwestern Illinois workNet Center with regard to Youth Services continues to serve as a resource to provide information on services, employers, labor market information and post secondary training and assessment opportunities. All youth receiving WIA services must be introduced to the Southwestern Illinois workNet Center, so they have the information in the event they find themselves needing to access the assistance at a later time.

Role of Contractual Service Providers

Organizations selected to provide WIA services to In-School and Out-of-School youth will have comprehensive responsibility for the customers enrolled in their programs. This includes the responsibility for the following program components:

- Recruitment of eligible youth who are available to actively participate in program services, that are WIA determined;
- Eligibility determination and acquisition of or presentation of full documentation for WIA program enrollment;
- Conduct individual objective assessments of each participant's needs to accurately identify a plan to provide services for eligible youth;
- Development of an individual service strategy for each participant;
- Provide case management services for each client;
- Define the terms of participant success for each service delivered;
- Work with employers in the development and structure of work-experiences that match the skills and interests of youth participants, and address specific need(s) of both youth and employers;
- Fulfill the role of Employer of Record for youth participating in paid work-experiences;
- Coordinate submission of time sheets for youth who participate in paid work-experiences;
- Maintain the active engagement of participants with no gaps in services;
- Maintain current progress of participants activities using Illinois Workforce Development System;
- Utilize resources made available by the USDOL and Illinois DCEO to effectively deliver youth services;
- Provide Educational or employment placement assistance (when appropriate); and
- Provision of follow-up services for at least one year after program exit.

Selected service providers will be responsible for understanding the WIA performance standards system as it applies to their participants. Service provider staff must develop a working knowledge of the WIA performance standards that apply to the population they are serving and conduct their program so that performance outcomes meet or exceed the required level within the contract timeframe. Service providers who do not meet required performance outcome levels will be at risk of losing funding and future contracts. **MAWIB mandates that contracted youth vendors attend monthly meetings covering performance and networking to access WIA staff for technical assistance.**

VI. SUBMISSION

All proposals must conform to the requirements of this Request for Proposal (RFP). Proposals must provide all information requested and be presented in the order prescribed by this RFP (see Section IX for submission instructions and required inclusions). Incomplete information and insufficient signatures and documentation will result in disqualification of the proposal.

Authorized personnel of the applicant must sign the proposal. An original and seven (7) hard copies must be mailed or hand-delivered to the address below (Only one copy of your audit is required to be submitted with your original copy). One electronic copy must be e-mailed to mnicholson@co.st-clair.il.us

Melinda Nicholson
St. Clair County Intergovernmental Grants Department
19 Public Square, Ste. 200
Belleville, IL 62220

Proposals must be received no later than 10:00 AM (CST) Friday, February 3rd, 2012.

MAWIB reserves the right to request applicants to participate in negotiations and/or submit revisions of proposals as needed. Qualified applicants may be asked to meet with the Youth Council Proposal Review Committee to provide a brief (5 minute) overview of their written proposal. No new information may be presented at this time. All decisions will be based on information included in the written proposal.

Because a contract may be awarded on the proposal received without further negotiations and/or revisions, each proposal submitted should reflect the most favorable terms from a technical and price term. Incomplete or incorrectly compiled proposals will be rejected.

VII. ELIGIBLE APPLICANTS

Proposals will be accepted from public, private and non-profit organizations with sound financial practices and a prior history of successful service to WIA eligible youth or similar high-risk youth populations.

NOTE: Private organizations must clearly identify the percentage of profit and dollar value in their budget narrative and forms. The applying organization(s) must have all of the following:

1. Qualified applicants must have a minimum of two (2) years of documented successful experience in providing comprehensive workforce development services to WIA eligible youth or similar high-risk youth populations. The experience and services provided must be the same or similar to those being requested in this RFP.
2. Demonstrated ability to coordinate services with local youth serving organizations and the local service delivery system.
3. Documentation of the applicant's experience as a previous WIA grant recipient or demonstrated capability to conduct and administer a federally-funded project, similar to that requested in this RFP, including the ability to collect and report financial and participant data as required.

Applicants eligible for these funds are:

Organizations that demonstrate the ability to provide or link to agencies to ensure the provision of the ten service requirements contained in the legislation. A complete list of the required program elements is included in this proposal as Attachment **M**. Cooperative agreements are the preferred method for linkages to provide the required service requirements when necessary. When this option is exercised a copy of a signed cooperative agreement between service providers must be submitted with this proposal.

VIII. INFORMATION ASSISTANCE

All questions regarding this RFP must be submitted in a written format and emailed to Melinda Nicholson at mnicholson@co.st-clair.il.us. To ensure answer consistency, no verbal answers will be given. A list of Questions and Answers will be discussed at the Mandatory Bidders Meeting on **Tuesday, January 24th, 2012, at 10:30 a.m.**, 19 Public Square, Ste., 200, Belleville, IL 62220.

IX. PROGRAM PARAMETERS

The funds available through this Request for Proposals (RFP) are being offered through a competitive process. Programs must be dedicated to improving the quality of the emerging workforce by providing opportunities for eligible youth to acquire the educational and skill competencies necessary for successful transition into adult careers, and further education and training. Programs will be customer-focused, make accountability for performance and customer satisfaction a top priority, and expand linkages and collaborative efforts that foster a comprehensive system of services to meet the workforce development needs of eligible youth in LWIA 24.

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the SCCIGD. Approval does not relieve the contractor from this agreement.

SCCIGD reserves the right to extend current vendor contracts based upon satisfactory performance. This provision for extension will be limited to a maximum of 3 years.

A. Youth Eligibility

All participants serviced with the funds available through this proposal must meet federal Workforce Investment Act eligibility requirements for youth. The SCCIGD will make the final determination of participant eligibility.

Contractors ("funded applicants") will be notified in writing of the date each participant becomes eligible for services. The SCCIGD will not reimburse, or honor a claim for payment for services provided by a contractor to participants prior to their date of eligibility.

The targeted population for services provided through this RFP is individuals who reside in St. Clair, Clinton, Monroe, Randolph and Washington Counties and are:

1. Youth age 14 through 21 (in-school and/or out-of-school);
2. Economically disadvantaged; and
3. Meet one or more of the following criteria:
 - deficient in basic literacy skills;
 - school dropout;
 - Military youth
 - runaway or foster child;
 - pregnant or parent
 - offender; or
 - is an individual (including youth with disabilities) who require additional assistance to complete an educational program or secure and retain employment (See Attachment M for an acceptable list of program elements for individuals requiring additional assistance).

B. Two types of Programs being solicited:

1. Employment & Training Programs For In-School Youth:

Under this RFP, an in-school youth is defined as an eligible youth age 16 or older, who is still attending secondary school. Due to funding constraints, acceptable proposals for this population will be limited programs of small to moderate size (10 – 40). In-school enrollments are limited to those individuals 16 years older no earlier than the summer before their senior year. In order to be successful; in school programs must retain participants through high school graduation.

2. Employment & Training Programs For Out-Of-School Youth:

An out-of-school youth is defined as an eligible youth who is a school dropout, or who has received a secondary school diploma or its recognized equivalent, but is basic skills deficient, unemployed, or underemployed (WIA Sec. 101(33)). Because of WIA funding requirements, most of the proposals accepted will target this population.

C. Southwestern Illinois workNet Center Orientation.

The MAWIB believes that youth should become familiar with services available through the Southwestern Illinois workNet Center. An applicant program design will include an introduction to the employment and resource services available through this center). Applicants should describe how they would introduce youth to services available at the Centers. The introduction should be age and goal appropriate. A resource center is located in each county.

X. AVAILABLE FUNDS

The SCCIGD reserves the right not to fund, partially fund, or totally fund any or all proposals received based on recommendations from the Youth Council Proposal Review Committee and funding availability. The SCCIGD will make all payments to contractors and participants. Successful applicants agree to follow the payment and invoice procedures and timeframes developed by SCCIGD or risk partial loss or full loss of payment on invoices.

The need for youth training is great in Southwestern Illinois, but unfortunately, funds are limited. Under this RFP funding will be restricted primarily to direct program cost. Proposed contractors are expected to meet their budgeted and negotiated youth enrollment numbers. Contractors that fail to meet their projected enrollment numbers will have partial or full funding deobligated during the contract year. Contractors including student incentive plans into their programs will be limited to \$500.00 per student, per contract year. No student will be funded for more than \$500.00 in incentive dollars under this grant.

The contractor will be required to submit monthly reports on each participant to their designated SCCIGD contact person. For report formats see Attachment R. In addition, all contractors may be asked to attend quarterly roundtables. The purpose of these meetings will be to discuss common issues, resolve common problems, and work to identify ways to improve services.

XI. TIME FRAMES/PERIOD OF PERFORMANCE

The funds available through this proposal will be available for one year beginning July 1, 2012 thru June 30, 2013. The selected service provider(s) will be evaluated on an ongoing basis to determine whether their contract will be continued. MAWIB reserves the right to terminate any contract, with a minimum of a **30 day notice**, at its sole discretion. Should a contract be terminated, SCCIGD will be responsible for reimbursing the vendor for those eligible costs incurred prior to the date of termination.

A. PARTICIPANT ENROLLMENT

The following criteria indicate acceptable contract performance:

Participant Enrollment (per budget)	Due Date	Measure
Minimum 35%	by 9/01/12 (end of 3rd month of PY)	As reported by the Illinois Workforce Development System
Minimum 65%	by 11/01/12 (end of 6th month of PY)	As reported by the Illinois Workforce Development System
100%	by 12/31/12 (end of 8th month of PY)	As reported by the Illinois Workforce Development System

B. BUDGET DOLLAR ALLOCATION

Budget dollars allocated	Due Date	Measure
Expenditure rate 25%	by 9/30/12 (end of 1st quarter of PY)	As billed to the SCCIGD
Expenditure rate 50%	by 12/31/12 (end of 2nd quarter of PY)	As billed to the SCCIGD
Expenditure rate 75%	by 3/31/13 (end of 3rd quarter of PY)	As billed to the SCCIGD
Expenditure rate 100%	by 6/30/13 (end of program year)	As billed to the SCCIGD Final bills must be presented by 7/31/13

Ten percent of final payment will be held until after the final monitoring is completed for each Service Provider. If the vendor is a previous contractor, the Youth Council Proposal Review Committee will review the vendor's previous performance history.

XII. PROPOSAL SUBMISSION & INCLUSION REQUIREMENTS

To facilitate the review of this RFP, the proposals should be no more than fifteen (25) pages in length, including attachments; but excluding the Cover Page, Applicant Information Page, a one page Executive Summary of Services, the ADA Facilities Checklist, and a copy of your prior year financial audit. The proposal must be a double-spaced, 12-point font document with 1-inch margins. The finished proposal and copies must be stapled in the upper left corner (not bound), or they may be affixed with a metal clip in the upper left corner (not bound). An original, **seven** copies and one electronic copy must be submitted for consideration

Proposals must be arranged in the following order with the Cover Page on top:

1. Completed and signed Applicant Information Page with required signature (Attachment A)
2. Executive Summary of Services (no more than one page)
3. Program Design/Program Narrative (maximum of seven [7] pages)
4. Budget Narrative
5. Fiscal Questionnaire (Attachment C)
6. Budget Summary (Attachment D) – with method for allocating indirect cost;
7. ADA Facilities Checklist (Attachment E)
8. Confirmation of Insurance with required signature (Attachment F)
9. Staffing Plan with required signature (Attachment G)
10. Administrative and Financial Management Survey and Certification with required signature (Attachment H)
11. Contract Provision with required signature (Attachment I)
12. Program Terms and Conditions with required signature (Attachment J)
13. Agency Declaration
14. Organization's Past Performance
15. Program Design/Program Narrative (maximum of seven [7] pages)
16. **The proposal must include a copy of the applicant's financial audit for the previous year. Proposals without this documentation will be rejected.**

A successful proposal will demonstrate to reviewers that the proposed program will:

- recruit and retain sufficient numbers of eligible youth, particularly youth from the priority populations and areas;
- achieve required performance goals, provide timely and accurate reporting, and
- be cost efficient

Program providers have the primary responsibility for recruitment of youth participants. The enrollment quotas will be applied to insure that sufficient numbers of participants are enrolled. **Failure to achieve this enrollment levels will result in reduction or loss of funding during the program year.**

A. Applicant Information Page

The Applicant Information page is Attachment A and must be the first page after the Cover Page of your proposal. The Applicant Information page must be completed. An official authorized to commit the applicant must sign the Applicant Information page. IGD will use the section titled "Short Description of Program" as our summary of your program. This summary could be disseminated to the public after the review and approval processes are complete.

B. Executive Summary of Services

The one page summary of services must include how incentives or stipends will be earned by the participants. Include all incentives, except GED related incentives. See "Budget Narrative" paragraph D in this section for specific direction on GED incentives.

C. Program Narrative

Your narrative should describe:

- 1) Your organization and what it does.
- 2) Your organizations previous experience in the implementation and operation of youth service programming, including documentation of past outcomes and performance,
- 3) Your organization recruitment and retention strategies (the retention strategies will receive considerable attention during the scoring process.)
- 4) Your organization methodology for providing work experience to participants
- 5) Your organizations plan outlining how success will be achieved.
- 6) Your organizations plan for managing the program, including case management and financial reporting.

The proposal must identify the personnel that will provide the program activities and services, including a brief description of the qualifications of the providers. If services are to be provided through cooperative agreements a copy of the agreement must be submitted with this proposal along with a summary of the providers qualifications and expertise and the services that will be provided.

D. Budget Narrative

Provide a brief narrative to support and explain the information contained on Attachment D – Budget Summary and Attachment G – Staffing Plan. Include a rationale supporting your proposal for how funds will be allocated. Also include a description of policies or other resource management techniques that will be put in place to assure that funds remain available throughout the contract time period. In addition, please explain the reason for each requested budget item and provides the basis for its cost.

The budget narrative must describe all costs associated with implementing the project that are to be covered with the grant funds. The budget narrative should also describe the method for allocating indirect costs. 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).

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006 shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

Budget Categories

1. Personnel/Employees

- a) **For Salaries:** list each position by title (and name of employee, if available). Show the annual salary (if salaried employee) or hourly rate (if hourly employee) for the employee and the number of hours to be devoted to the project by the employee. The amount requested should take into account time needed to establish and fill new positions and the changing demands for personnel during the course of the grant. A copy of the individual's job description and resume are required to be on file at the Workforce Investment Board. The narrative should justify the need for the position. Employees who are paid in whole or in part with grant funds must perform work for the grant-funded project in proportion to the amount of their salary provided by the grant. If any non-standard salary is to be used including overtime please provide a detailed description for each applicable employee.
- b) **For Employee Benefits:** Indicate each type of benefit included and the total cost allocated to each employees assigned to the grant. If available, please provide a letter detailing the benefit type and percentage amount.

2. Travel

All contractors must follow the Workforce Investment Board's travel policies. The Workforce Investment Board allows reimbursement for actual reasonable expenses. The narrative should explain relevance of the proposed travel to job duties and service provided.

3. Equipment

Each item to be purchased must be separately listed with unit cost. Each item to be leased or rented must be separately listed with the cost associated with the lease or rental. The budget narrative must thoroughly explain the relevance and importance of each item to the grant and services rendered. Items not thoroughly justified will be asked to be explained in more detail.

4. **Supplies and Other Operating Expenses**

All costs should be itemized within this category by major types (e.g., office supplies, telephone, postage, etc.). The basis for cost computations should be shown ("x" dollars per month for office supplies; "y" dollars per person for training materials; telephone long distance at "z" dollars per month, etc.).

5. **Participants**

- a) **For Wages & Taxes:** list the number of youth anticipated to be served and the time period for the work experience. The amount requested should take into account time needed to fill new work experience positions in the event of extension or termination of work experience.
- b) **For Direct Training:** all costs should be itemized within this category by major types (e.g., non-ITA training, pre-vocational, incentive, etc.). The basis for cost computations should be shown ("x" dollars per person for participant transportation; "y" dollars per person for uniforms, etc.).
- c) **For Training Support:** all supportive service costs should be itemized within this category by major types (e.g., test fees, training materials, health care, participant transportation, child care, uniforms and required work attire, etc.). The basis for cost computations should be shown ("x" dollars per person for participant transportation; "y" dollars per person for uniforms, etc.).

6. **Equipment, Facility, Supplies, and Communication**

Identify costs associated with the purchase or rental of equipment necessary to carry out the functions of the contract. The budget narrative must thoroughly explain the relevance and importance of each item to the services to be delivered. It is expected that all necessary equipment will be thoroughly justified to ensure clear understanding or need in delivering services to participants.

7. **Subcontractors**

If subcontracting any part of the proposal; additional contracts for delivery of any of the above services must be identified in the budget narrative.

D. Budget Summary

The Budget Summary (Attachment D) must be completed. The budget summary will be closely scrutinized and SCCIGD reserves the right to determine and negotiate reasonable program costs.

If you are paying incentives for GED completion, you will be limited to a minimum \$25.00 stipend per test per student and a maximum \$500.00 for a GED completion. Total GED stipends cannot exceed a maximum of \$500.00. All applicants' cost accounting systems must comply with the following Federal policies as appropriate.

Non-profit organizations	OMB Circular A-122
Governmental entities	OMB Circular A-87
Higher Educational Institutions	OMB Circular A-110
Commercial enterprises	Federal Acquisition Regulation Part 31

E. Optional - Letters of Support

As an option, you may include current letters of support from past participants and partner agencies as attachments. These letters count toward the fifteen (15) page proposal limitation.

F. Other Documentation

- Applicants entering into cooperative agreements to meet the ten WIA service requirements must include copies of the agreement outlining each agency's respective service responsibilities and expectations.
- A copy of the applicant's financial audit for the previous program year, must accompany this proposal.

Additional information regarding program design may be found in the Code of Federal Regulations: 20 CFR Part 664, Subparts B through E. The selected contractor will determine what specific program services will be provided to a particular youth participant. This decision will be based on the individual participant's assessment and individual service strategy. The selected service provider will have restricted access to the Illinois Workforce Development System (IWDS) to perform youth case management only.

XIII. REVIEW CRITERIA/SELECTION PROCESS

The selection(s) will be made after all eligible proposals are reviewed and scored by members of the Youth Council Review Committee. Each reviewer will evaluate the proposal for acceptability and assign a numerical score utilizing the five criteria listed below. Proposals will be scored individually and ranked according to the total score. A maximum of 105 points may be awarded to any single proposal. Based on the scores, the Youth Council will make its recommendation(s) for funding to the MAWIB, they will issue a formal selection decision.

Each proposal will be reviewed against the five criteria:

1. Evidence of the bidding agency's fiscal solvency as proven by submitting a copy of your organization's financial audit for the previous program year.
2. Development of a year-around program that provides work experience opportunities that meet performance guidelines for youth.
3. Suitable facilities including ADA compliance as demonstrated by the attached ADA checklist.
4. Applicant Information page fully completed.
5. Executive summary stating scope of services, program management and plan for incentive and/or stipend payment.

If all five criteria listed above are not met, the proposal will be rejected.

The narrative portion of your proposal should be structured to align with the following criteria:

A. ORGANIZATION AND PROGRAM CAPACITY (10 Points)

Briefly describe your organization and your proposed program, including:

1. Target population (**5 Points**)
2. Past experience and demonstrated success in serving this population including performance information (**5 Points**)

B. RECRUITMENT & RETENTION (20 Points)

What is your planned enrollment level? Describe what strategies and processes you will use to recruit and retain targeted participants (both initially and throughout the year to maintain enrollment levels) including:

1. Viable recruitment (initial and ongoing) strategies to achieve sufficient numbers; **(10 Points)**
2. Strategies that will be implemented to engage and retain enrolled participants. **(10 Points)**

C. PROGRAM EFFECTIVENESS (60 Points)

This is a major part of your proposal describe your approach to service youth as completely as possible. Use previous performance data as applicable to support your case. If you are a current provider, the data you provide will be compared against information provided through the IWDS data system. A program's success is measured by its ability to meet WIA Performance Measures (see Attachment F). Programs that fail Performance Measures will lose WIA funding support.

1. IN-SCHOOL PROGRAMS (only)

- a. Describe how your proposed program will ensure that participants will achieve a diploma; **(15 points)**
- b. Describe how your proposed program will ensure that participants enter employment, the military, post-secondary education, or advanced training prior to the first quarter after the exit quarter completion. Include strategies, methods, and proposed outcomes relating to performance: **(15 points)**
 - (1) Describe your approach to job development, including dedicated staff and employer contacts, and exposure to Southwestern Illinois workNet Centers; **(10 points)**
 - (2) Describe how will develop career development opportunities provided through a well-defined work experience component; **(5 points)**
 - (3) Describe methodologies that will be implemented to support clients in preparing and applying for postsecondary education or advanced training; **(10 points)** and
 - (4) Describe the system you will utilize to verify placement in employment or an institution of higher education and mechanism to provide information to SCCIGD. **(5 points)**

2. OUT-OF-SCHOOL PROGRAMS (only)

Literacy and Numeracy Gains (25 Points)

Describe how your proposed program will ensure that basic skills deficient participants will increase one or more educational functioning levels within one year of the date of enrollment in your program. Include strategies, methods, and proposed outcomes relating to:

- a. Standardized pre- and post-testing procedures. The Test of Adult Basic Education (TABE) is the only acceptable instrument. The Locator Test will be used only to assess the participant TABE level needed; **(5 Points)**
- b. Mechanism for insuring that SCCIGD receives test results in a timely manner; **(5 Points)**
- c. Quality educational component and curriculum to provide literacy and numeracy instruction; **(5 Points)**
- d. Availability and description of process for individual tutoring; **(5 Points)**
- e. Viable plan for assuring all youth will be post tested; **(5 Points)**

Attainment of a Degree or Certificate (15 Points)

Describe how your proposed program will ensure that participants attain a diploma, a GED, or a state-recognized certificate before program completion. (See Attachment G "Definitions" for a discussion of allowable certificates.) Include strategies, methods, and proposed outcomes relating to:

- a. Long-term, ongoing support and encouragement toward degree or certificate attainment; **(5 points)**
- b. Plan for formal classroom instruction; **(5 points)**
- c. System to verify and report credentials to SCCIGD. **(5 points)**

Placement in Education/Employment (20 Points)

Describe how your proposed program will ensure that participants enter employment, the military, post-secondary education, or advanced training prior to or by the first quarter after the exit quarter. Include strategies, methods, and proposed outcomes relating to:

- a. Approach to job development, including dedicated staff and employer contacts, and exposure to Southwestern Illinois workNet Centers; **(5 points)**
- b. Career development opportunities provided through a well-defined work experience component; **(5 points)**
- c. Methodologies to support clients in preparing and applying for post-secondary education or advanced training; **(5 points)** and
- d. System to verify placement in employment or an institution of higher education and mechanism to provide information to SCCIGD **(5 points)**

D. COST EFFECTIVENESS (10 Points)

Briefly describe how your proposed program will utilize other funding sources, in-kind contributions and linkages to other programs and services to enhance outcomes and ensure Cost effectiveness, include:

1. Realistic relationship between the cost of the program and program goals, and reasonable cost per participant; **(5 Points)**
2. Provision for delivery of or referral to alternative organizations for the required services under the WIA program. **(5 Points)** (See Attachment M for a list of the required service elements)

E. BONUS POINTS (5 Points)

In addition to the above goals and expected outcomes, area employers and youth providers have identified the lack of "soft skills" to be a critical deficiency in the workforce and especially with youth. Typical "soft skills" are communication skills, interpersonal skills, teamwork and team building skills, work readiness, and decision making. Contractors whose programs address these skills will receive additional points on their proposal evaluation. **(5 Points)**

Proposals will be reviewed both internally by SCCIGD staff and the Youth Council Proposal Review Committee according to the criteria described above. Funding recommendations will be made to The MAWIB for final approval. Applicants will be notified of the Board's decision via mail.

XIV. PROPOSAL CONDITIONS

A. Contracts will be awarded on a cost-reimbursement basis only. Any profit realized through this contract must either be returned to SCCIGD, or be used to provide additional services. The SCCIGD must approve the additional services prior to their implementation.

November

B. All equipment purchased under this contract becomes the property of SCCIGD and must be reported to the Employment and Training Division Manager. All equipment purchases must be approved by SCCIGD Employment and Training Division Manager prior to purchase.

C. Contractors are required to submit monthly invoices for services and expenses no later than ten (10) days after the end of the month. Contractors may make support payments directly to participants after their accounting system has been reviewed and approved for this purpose by SCCIGD.

D. FACILITIES

Applicants are required to evaluate the main facility they will use to deliver services using the "ADA Facilities Checklist" see Attachment E. A copy of the completed checklist must accompany the proposal. SCCIGD may conduct a complete accessibility review at any time prior to, or following, acceptance of a proposal.

E. DISCLOSURE OF PROPOSAL CONTENT

All proposals will be placed in the public domain and will be open to inspection by interested parties. Trade secrets or proprietary information that is recognized as such and protected by law may be withheld, if clearly identified in the proposal.

F. PROPOSAL OBLIGATIONS

The contents of the proposal and any clarifications thereto submitted by the successful applicant will become part of the contractual obligation and incorporated by reference into the ensuing contract.

G. DISPOSITION OF PROPOSALS

All proposals become the property of SCCIGD and will not be returned to the applicant.

H. ILLINOIS STATUTES AND RULES

The terms and conditions of the RFP and the resulting contract or activities based upon the RFP will be construed in accordance with the laws of the state of Illinois. Where statutes and regulations of the United States Government are referenced herein, they shall apply to this RFP and the resulting contract. Whenever differences exist between federal and state statutes or regulations affecting this procurement, interpretation will be in the direction of that which is most beneficial to the interests of the SCCIGD.

I. RFP PROCESS LIMITATION

This RFP does not commit SCCIGD to award a contract, to pay costs incurred in the preparation of a response to this request; or to procure a contract for services. The SCCIGD reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources or to cancel this RFP in part or in its entirety. The contracting officers may require the applicant(s) selected to participate in negotiations and to submit any budget, technical or other revision of their proposal as deemed necessary.

J. CONFLICTS BETWEEN TERMS

The SCCIGD reserves the right to accept or reject any exception taken by the applicant to the terms and conditions of this RFP.

K. THE RESULTING CONTRACT

The contract will be a combination of the specification, terms and conditions of this RFP, the offer contained in the applicant's proposal and any written clarifications or changes made in accordance with the provisions of this RFP. The contract awarded to the successful provider will be negotiated with the SCCIGD.

ATTACHMENT A

LWIA 24: YOUTH PROGRAM APPLICANT INFORMATION PAGE
(All items must be completed)

Applicant Information

Name of Organization: _____

Address of Organization: _____

Name of Primary Contact: _____

Phone: _____ Fax: _____ E-mail: _____

Fiscal Contact Person

Phone: _____ Fax: _____ E-mail: _____

Executive Director/CEO

Phone: _____ Fax: _____ E-mail: _____

Authorized Signature: _____

Population to be served

Target populations: (check all that apply)

In-School Youth _____

Out-of-School Youth _____

Program Information

Program Title: _____

Number of new in-school participants _____ Number of Carry-over participants: _____

Number of new out-of-school participants _____ Number of Carry-over participants: _____

Budget Total (from Budget Summary): \$ _____

Cost per participant (divide budget total by number of participants): \$ _____

Start Date: _____ End Date: _____

Short description of program (**This information may be published if program is funded, be accurate informative and concise, add additional page if necessary**).

Legal Information

Is your organization incorporated? Yes _____ No _____

Is it: For Profit _____ Non-profit _____

If incorporated, what is the organization's Federal Tax ID Number? _____

If not incorporated, name and Federal Tax ID number of the legal entity that will act as a surrogate on behalf of the organization? _____

ATTACHMENT 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
- ❑ 20 Page Limit; this page limitation does not include attachments or appendices.
- ❑ **Number of copies: One complete original**, with original signatures by the authorized signatory and all required attachments, plus **seven (7)** copies of the Proposal narrative including the cover sheet, Executive summary, all attachments referenced in the narrative and all applicable budget documents. One electronic copy in MS Word of the Executive summary and proposal narrative is also to be submitted to mnicholson@co.st-clair.il.us
- ❑ Pages have the entity name in the footer or header of each page of the proposal narrative.
- ❑ Pages numbered consecutively at the bottom of the page (page _of _)
- ❑ The original proposal and all signature forms are signed by the proposer's authorized

Proposal Submission Order:

- ❑ Proposal Cover Sheet – Attachment A
- ❑ Executive summary (Also submit as Word Document)
- ❑ Narrative Proposal (Also submit as Word Document)
- ❑ Past Performance – Attachment O (Also submit as Word Document)
- ❑ Additional resources identified
- ❑ Confirmation of Insurance (Attachment F; must be signed)
- ❑ Administrative & Financial Management Survey & Certification – Attachment H (must be signed)
- ❑ Budget forms completed – Attachments C,D, E
 1. Budget Narrative
 2. Budget Summary
 3. Fiscal Questionnaire
 4. Staffing plan (must be signed)

Attachments:

5. Audit – Attachment A
6. Financial Procedures Manual – Attachment B
7. Current Cost Allocation Plan – Attachment C
8. Indirect Cost Rate Determination, Fringe Benefit Description – Attachment D
9. Organizational Chart – Attachment E
10. Brief Resumes and Job Descriptions of key staff – Attachment F
11. Brief Job Descriptions for all staff funded under this contract – Attachment G
12. Copy of your license to do business in Illinois – Attachment H
13. Contract Provisions – Attachment I
14. Program Terms & Conditions – Attachment J
15. Applicable Statutes – Attachment K
16. Assurance & Certifications – Attachment N
17. Organization's Past Performance – Attachment O
18. Debarment Certification – Attachment P

ATTACHMENT C

FISCAL QUESTIONNAIRE

1. Attach your agency's most recent Audit, one copy to be submitted only with the original version of the proposal.
2. Attach your agency's Financial Procedures Manual, one copy to be submitted only with the original version of the proposal.

Does your agency do its own accounting? If no, indicate the name and address of your accounting firm below.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name:			
Address:			
Contact Person:			
Phone Number:			
Indicate below what journals are maintained by your agency.			
General Journal		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Cash Receipts		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Cash Disbursements		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Payroll Register		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Accounts Payable		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Employee Earnings Record		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other (Specify)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the agency have a general ledger?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
How often is a trial balance prepared?			
Do you have a written cost allocation plan?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If you indicated yes above, what allocation methodology is used?			
Accounting System Disbursements/Reconciliation			
Are all disbursements made by check?		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Are all checks pre-numbered?		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Who is authorized to sign checks? Please indicate name and title(s).			
Is a bank reconciliation prepared on a monthly basis?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Please provide the name, address and phone number of your auditing firm below.			
Name:			
Address:			
Contact Person:			
Phone Number:			

Attachment D

LWIA 24 Youth Program Budget Summary

Vendor Name: _____

Program Period: _____

1. FUNDS REQUESTED

Category	Salary	Total Amount
Staff Positions		
Total Staff Salaries		
Fringes (Describe)		
FICA		
Health Insurance		
Total Fringes		
Expenses (Describe)		
Rent		
Office Supplies		
Telephone (office phone only we do not pay for cell phones)		
Postage		
Equipment Rental		
Exams		
Accounting & Legal		
Liability Insurance		
Student Snacks		
Equipment & Furniture		
Bus tickets and supportive services		
Training materials		
Misc. (describe)		
Total Other Costs		
Total Budget: (salaries, fringes and expenses)		

ATTACHMENT E

ADA FACILITIES CHECKLIST

Inquiry	Yes	No	Response
<p>List the various program components your agency provides and indicate whether each has been made available to qualified disabled individuals; such as</p> <p>*Intake *Assessment *Referral *Training *Other</p>			
Are any parking spaces clearly identified with signposts and ground painting as reserved for disabled individuals? If so, where is it located?			
Is each designated parking space at least 12 feet wide (some vans have wheelchairs elevator lifts that require extra space on the side of the van)?			
<p>To get from the accessible parking to the building's entrance do disabled individuals have to:</p> <p>*Go behind any vehicle other than his/her own? *Cross any type of barrier, e.g. steps, steep slopes, curbs, grass, low spots in ground or pavement, buckled concrete, gravel, etc.?</p>			
Are information/public counters areas accessible to disabled individuals entering the building?			
Is at least one public telephone accessible to the disabled?			
Does each meeting room have a doorway that provides a width at least 32 inches when open? If no, describe doorway.			
Is there enough space in the meeting rooms for people on crutches or in wheelchairs to maneuver safely between the table and the wall around the chairs?			
Do doorways leading to the restroom provide an opening at least 32 inches?			
Does each restroom have at least on toilet stall with a doorway that opens at 32 inches?			
IS the disabled accessible toilet stall equipped with grab bars?			
Does at least on accessible building doorway provide a width at 32 inches w open? If no describe entrance.			
Can the building entrance doors be opened with one hand?			
Is the floor level within 60 inches of the building's doorway, both inside and outside?			
Do elevators allow access to all levels in the building?			
Are the elevators accessible from the accessible entrance?			
Do the elevators door provide a width of at least 32 inches?			
Are the elevator doors providing a width 42-48 inches?			
Does the elevator control panel and each elevator entrance have raised numbers and Braille Symbols?			
Can disabled individuals enter the building through an accessible front entrance or an alternative entrance?			

ATTACHMENT F

Confirmation of Insurance

The proposer understands that if selected they are required to maintain public liability, casualty and auto insurance in sufficient amount to protect the Workforce Board from liability for acts of the proposer and risks and indemnities assumed by the proposer.

The proposer understands that if selected they must have the minimum coverage:

For bodily injury of \$250,000 per person/\$500,000 per occurrence

For property damage, \$100,000 per occurrence

The proposer understands that if selected they are required to carry Worker's Compensation Insurance in amount required by law.

The proposer understands that if selected they are required to provide to the Workforce Board copies of certificate of insurance evidencing the coverage described.

- Please complete the following form with relevant information.

Type of Insurance: Fidelity Bond
Carrier: _____
Cost: _____ Start Date: _____ End Date: _____
Amount of Coverage: _____

Type of Insurance: General Liability
Carrier: _____
Cost: _____ Start Date: _____ End Date: _____
Amount of Coverage: _____

Type of Insurance: Auto Liability
Carrier: _____
Cost: _____ Start Date: _____ End Date: _____
Amount of Coverage: _____

Type of Insurance: Property/Casualty
Carrier: _____
Cost: _____ Start Date: _____ End Date: _____
Amount of Coverage: _____

The undersigned hereby assures and certifies that they understand and comply with the terms of the Certificate of Insurance set forth by the Workforce Board or where not accepted the following itemized exceptions are proposed.

Signature Name and Title of Authorized Representative Date

Name of Applicant Organization

ATTACHMENT G

Staffing Plan

All staff positions of your organization who will be involved in WIA Title IB services or support are to be displayed on this table. Attach a brief narrative to support the staffing plan. **The staffing plan must clearly delineate staff positions and time allocated for WIA and Non-WIA funded functions.** All allocations across cost categories and between core and intensive services must be supported by matching job descriptions and a cost allocation plan.

Submit an organizational chart depicting the staffing plan. **If subcontractors or other organizations are to be used, the relationship of these subcontractors or other organizations to the respondent must also be depicted on the respondent's organizational chart.**

Positions Assigned to the Project				% of Staff's Time Allocated to:				\$
Employee & Position Title	Total Annual Salary	Total Annual Taxes	Total Annual Fringe Benefits	Proposed Project %	Youth In School %	Youth Out of School %	Other Funding %	Total Proposed

All staff positions allocated to the grant will require a copy of the job description and individual's resume on file at the Workforce Board. Staffing plan must be signed by the HR Director of the organization.

Human Resources Director or Authorized Signatory

Date

ATTACHMENT H

Administrative and Financial Management Survey and Certification

- The proposer has demonstrated that it has the necessary administrative capability and fiscal responsibility needed to operate the one-stop system proposed.
- The proposer understands and has the capacity to support programs and or services proposed until reimbursement or payment has been made. The Workforce Board will not provide advances.
- The proposer understands and has the fiscal capacity to pay for non-approved costs and for audit disallowances.
- The proposer understands that all costs including salaries are subject to negotiation as a part of the contracting process. The Workforce Board will compare salaries and other costs proposed with costs and salaries for similar positions and responsibilities within the _____ County Workforce Investment Area in arriving at reasonable costs negotiated.
- Has the proposing organization ever filed a petition in bankruptcy? No Yes If yes, provide explanatory information.
- Has the proposing organization ever had to pay back funds to a funding source or the federal government? No Yes If yes explain.
- Does the proposing organization have the facilities to maintain the records for a minimum of 5 years? No Yes
- Is the proposing organization combining funds or other available resources with the funds requested under this proposal? No Yes If yes, explain.
- Does the proposing organization have other funding sources? No Yes Please explain.
- What is the proposing organization’s main source of income?

Corporate Information:

- Is proposer a corporation? No Yes If yes, what is the corporation’s state of incorporation?
- Is the corporation registered to do business in the State of Illinois? No Yes
- Is the corporation a subsidiary or wholly owned corporation of another corporation?
- If the corporation is a wholly owned or subsidiary corporation has the information provided regarding the corporations fiscal references been provided for the corporation applying for funding? No Yes
- Has the subsidiary/wholly owned corporation provided a copy of their annual financial statement? No Yes
- How long has the subsidiary or wholly owned corporation been in business?
- Have any of proposer’s officers been indicted or convicted of a crime involving fraud, embezzlement, theft, or conversion? No Yes If yes, explain.

The undersigned certifies that no representative of the corporation has exerted any undue influence on the procurement process, violated any federal or state procurement, conflict of interests or ethics law in seeking funding under this Request for Proposals:

Signature Name and Title of Authorized Representative Date

Name of Applicant Organization

ATTACHMENT I

Contract Provisions

The proposer 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 proposer will itemize any and all exceptions.

- | | |
|----------------------------------|--|
| 1. Contractor Authority | 11. Termination |
| 2. Independence of Personnel | 12. Indemnification |
| 3. Governing Law | 13. Interest of Public Officials/Employees |
| 4. Scope of Services | 14. Bonus of Commission Prohibited |
| 5. Non Appropriation Clause | 15. Hiring State Employees Prohibited |
| 6. Total Amount of Grant limited | 16. Waivers |
| 7. Delivery of Grantee Payments | 17. Assignments |
| 8. Grant Closeout | 18. Severability Clause |
| 9. Insurance | 19. Integration Clause |
| 10. Suspension | 20. Subcontract and Grant |
| | 21. Salary and Bonus Limitations |

1. **Contractor Authority.** The Contractor warrants that it is the real party in interest to this Contract, that it is not acting for or on behalf of an undisclosed party, and that it possesses legal authority to apply this grant and to execute the proposed program or project described in hereof. Contractor's execution of this Contract shall serve as its attestation that Contractor has read, understands and agrees to all provisions of this Contract and to be bound thereby.
2. **Independence of Personnel.** All technical, clerical and other personnel necessary for the performance required by this Contract shall be employed by Contractor, and shall in all respects be subject to the rules and regulations of the Contractor governing its employees.
3. **Governing Law.** This Contract is awarded in the State of Illinois for execution within the State of Illinois. This Contract shall be governed by and construed according to Illinois law, as that law would be interpreted by an Illinois Court. When there is no Illinois law on a particular subject or issue, then the applicable law will be applied, as it would be if interpreted and applied by an Illinois court.
4. **Scope of Services.** The Contractor agrees to perform the services as described in the Sections II, III, IV, V, and VI and in applicable attachments.
5. **Non Appropriation Clause.** Payments pursuant to this Contract are subject to the availability of applicable Federal funding from the Department of Labor. Obligations shall cease immediately without penalty or liability of further payment being required if at any time this Contract is in effect Department of Labor funding source fails to appropriate or otherwise make available sufficient funds for this Contract.

The Contractor hereby is given actual knowledge of the fact that payments under the Contract are contingent upon there existing a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of The Workforce Board or the Grant Recipient thereof or assume to bind The Workforce Board or Grant Recipient in an amount in excess of the money appropriated.

This Contract is void if The Workforce Board fails to obtain the requisite appropriation to pay the grant in any year in which this Contract is in effect.

6. **Total Amount of Grant Limited.** The Contractor understands and agrees that the total financial obligation of The Workforce Board under this Contract shall not exceed the total grant amount set forth on the Title Page of this Contract (total contract amount) and any modifications thereof.
7. **Delivery of Grantee Payments.** Payment to the Contractor under this Contract shall be made payable in the name of the Contractor and sent to the individual specified thereof. A change in regards to payments to said parties must be constituted by written notice to The Workforce Board and signed by the Contractor. The Workforce Board shall constitute the change 10 working days after receipt of such notice.
8. **Grant Closeout.** The Contractor will be responsible for the completion and submission of a final Grant Closeout Report on forms provided by The Workforce Board with in time limits established, after the expiration or termination of this Contract. 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 Workforce Board, based on its review of the Grant Closeout Report, may direct. Claims which affect the need to finalize closeout of the Contract must be received within forty-five (45) days from the last effective day of the Contract, 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 Contract, refund to The Workforce Board, any balance of funds which is unobligated 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 Contract shall not exceed the amount specified in the Notice of Grant Award.

9. **Insurance.** The Contractor shall maintain during the Contract, insurance issued by responsible insurance companies or maintain self-insurance for protection of The Workforce Board, Contractor and participants. The Contractor shall provide worker's compensation insurance, as required by Illinois Law, where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Contract. Each staff member funded under this Contract shall be assured benefits on comparable levels as other employees with the Contractor and to working conditions and promotional opportunities neither more nor less favorable than other employees have.
10. **Suspension.** If the Contractor fails to comply with the provisions and/or the general terms and conditions of the Contract or any attachments, The Workforce Board may, after fifteen (15) working days of written notice to the Contractor, suspend the Contract and withhold further payments of costs incurred from the date of notification or prohibit the Contractor from incurring additional obligations of contract funds, pending corrective action by the Contractor or a decision to terminate as detailed below. A corrective action plan will be negotiated between the Workforce Board and the Contractor within 30 days from the date of written notification. The Workforce Board may determine to 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 project and incurred in accordance with the provisions of this Contract.
11. **Termination.** This Contract may be terminated by the Workforce Board for loss of funding, for cause, or for convenience.

Termination Due to Loss of Funding: Obligations of The Workforce Board will cease immediately without penalty of further payment being required if the Department of Labor fails to appropriate or otherwise make available sufficient funds for this Contract. This Contract shall terminate in full, or in part, at the discretion of The Workforce Board, in the event that The Workforce Board suffers a loss of funding or termination of funding which permits it to fund, in full, the Contractor. In the event The Workforce Board suffers such a loss of funding in full or in part, The Workforce 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 Workforce 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 Workforce Board may terminate this Contract in whole or in part at any time before the expiration date of this Contract. The Workforce Board shall notify the Contractor in writing of the reasons for the termination and the effective date thereof, at least ten (10) working days prior to the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall at the option of The Workforce Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

The Contractor shall not incur any reimbursable costs after the effective date of the termination. Payments made to the Contractor or recovery by The Workforce Board shall be in accord with the legal rights and liabilities of the parties. Hereunder, notwithstanding the above, the Contractor shall not be relieved of liability to The Workforce Board for damages sustained by The Workforce Board by virtue of any breach of the Contract by the Contractor, and The Workforce Board may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due The Workforce Board from the Contractor is determined.

Termination for Convenience: The Workforce Board or the Contractor may terminate this Contract in whole or in part when The Workforce Board and the Contractor agree that continuation of this Contract would not produce beneficial results commensurate with the further expenditure of funds. The Workforce Board and the Contractor shall agree upon termination conditions including the effective date and in the case of partial termination, the portion to be terminated.

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 Workforce Board shall allow full credit to the Contractor for The Workforce Board's share of the non-canceled obligations, if properly incurred by the Contractor prior to termination.

With respect to such canceled commitments, the Contractor agrees to: Settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and, Assign to The Workforce Board in the matter, at the time and to the extent directed by The Workforce Board, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated. The Workforce 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.

- 12. Indemnification.** The Contractor and The Workforce Board mutually agree to indemnify and hold The Workforce Board and the Contractor and their officers, agents, or employees harmless from and against any and all losses, claims, and actions, including but not limited to attorney's fees, costs and interest, audit deficiencies, disallowed expenses, disallowed costs, lost incentives, loss of prospective grant dollars and other direct and/or indirect losses based upon acts or omissions by the Workforce

Board or the Contractor and their officers, employees, agents, independent contractors, subcontractors, volunteers or other associates and/or arising out of any services performed under this Contract by the Workforce Board or the Contractor and their officers, employees, agents, independent contractors, subcontractors, volunteers or other associates, or disbursements of grant funds provided hereunder by the Workforce Board or the Contractor and their officers, employees, agents, independent contractors, subcontractors, volunteers, or their associates. The Contractor shall further indemnify and hold The Workforce Board, and the Workforce Board shall further indemnify and hold the Contractor, and/or their officers, agents and employees, harmless from and against any and all liabilities, demands, claims, damages, suit costs, fees and expenses incident thereto for injuries or death to persons and for loss or damage to or destruction of property because of negligence, intentional acts or omissions on the part of the Workforce Board and/or Contractor, their officers, employees, agents, independent contractors, subcontractors, volunteers or other associates, arising out of any services performed under this Contract.

The Contractor further agrees to indemnify, save and hold harmless The Workforce Board and the Workforce Board agrees to indemnify, save and hold harmless the Contractor, their officers, agents and employees against any Liability, including costs and expenses associated with the violation by the Workforce Board and/or Contractor and their officers, employees, agents, independent contractors, subcontractors, volunteers or other associates of general, proprietary rights, copyrights or rights of privacy of third parties arising out the publication, Translations, reproduction, delivery, performance, use or disposition of any data developed or furnished Under this Contract or any libelous or any unlawful matter contained therein.

13. **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 contract 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 contract or in the work to be performed under such contract.

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 contract 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 contract and provided further, that The Workforce Board determines in writing, that the best interest of the State-wide Project outweighs the conflict of interest issue.

Violations of the provision may result in suspension or termination of this Contract, 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.

14. **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 Workforce Board or Illinois Department of Commerce and Economic Opportunity which may be necessary in connection with carrying out the program objectives.

15. **Hiring State Employees Prohibited.** No state officer or employee may be hired or paid with funds derived directly or indirectly through this contract without the written approval of the Illinois Department of Commerce and Economic Opportunity.
16. **Waivers.** A waiver of any condition of this Contract must be requested in writing. No waiver of any condition of this Contract may be effective unless in writing from the Workforce Board.
17. **Assignment.** The benefits of this Contract and the rights, duties and responsibilities of the Contractor under this Contract may not be assigned, in whole or in part, without the expressed written consent of the Workforce Board.
18. **Severability Clause.** If any provision under this Contract 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 Contract which can be given effect without the invalid provision or application.
19. **Integration Clause.** This Contract, with attachments, as written, is the full and complete Contract between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.
20. **Subcontract and Grants.** The Contractor shall not engage in any subcontractor relationship without the written approval of The Workforce 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 Contract.
21. **Salary and Bonus Limitations.** In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006 shall be used by a recipient or Subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

The undersigned 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 following itemized exceptions are proposed.

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

Name of Applicant Organization

ATTACHMENT J

Program Terms and Conditions

The proposer hereby assures and certifies that if selected they will accept all of the Program Terms and Conditions set forth by the Workforce Board or where not accepted the proposer will itemize any and all exceptions.

- | | |
|--|--|
| 1. Compliance with Program Specific Laws & Regulations | 13. Required Reports |
| 2. Audit | 14. Required Monitoring and Evaluation |
| 3. Allowable Costs/Cost Principles | 15. Ownership of Nonexpendable Personal Property |
| 4. Payment Request and Reports | 16. Property Management |
| 5. Method of Compensation | 17. Program Income |
| 6. Limitations on Compensation | 18. Bonding |
| 7. Accounting/Fiscal Control Requirements | 19. Procurement |
| 8. Record Retention/Right of Inspection | 20. Interest Income |
| 9. Participant Record Confidentiality | 21. Equal Opportunity/Nondiscrimination |
| 10. Travel Regulations | 22. Complaint Process |
| 11. and Amendment of Grant Contract | 23. Conflict of Interest |
| 12. Publication, Reproduction and Use of Manual | |

1. **Compliance with Program Specific Laws & Regulations.** The Contractor agrees that all activities under this contract 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 the Illinois Department of Commerce and Economic Opportunity.

The Contractor understands and agrees this Contract is subject to modifications, which the Illinois Department of Commerce and Economic Opportunity determines, that may be required by Federal or State law, rules, or regulations applicable to this Contract. Any such required modifications shall be incorporated into, and be part of, this Contract.

2. **Audit.** Whereupon this award is made to a non-profit, governmental or institution of higher education, the federal cost principles and audit requirements of OMB Circular A-133 and other applicable OMB circulars shall be adhered to.

Where the Contractor has an audit conducted pursuant to the requirements of the Single Audit Act and OMB Circular A-133, and an audit is produced pursuant to such federal requirements, the Contractor shall provide The Workforce Board with a copy of such 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.

Contractor also understands, and agrees, that it is subject to audit or review by The Workforce Board, The Illinois Department of Economic Opportunity and Federal funding authority. In the event that an audit or review is conducted, contractor agrees to provide copies of, or access to, all books and records requested to conduct audit, cooperate with the agency or designee conducting the audit and actively cooperate to resolve any and all audit findings.

When a fiscal or special 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.** The Contractor shall be held solely liable for repayment of unauthorized costs. When such costs are determined, the Contractor will be required to repay such costs with non-WIA funds. The Workforce Board may charge interest on an overdue payment from the Contractor in accordance with the Federal Claims Collection Standards. All expenditures eligible for reimbursement must be allowable, allocable, necessary and reasonable for proper and efficient operation of this grant based upon WIA and other applicable regulations and guidelines. The Contractor is responsible for ensuring that it follow all applicable Federal cost principles applicable to the Contractor or its subcontractors including, but not limited to :
- 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.
4. **Payment Request and Reports.** The Contractor shall comply with all Workforce Board; requirements, 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 complete and accurate invoices 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 disallowed costs and shall be mathematically correct in computation and amount.

At a minimum, complete and accurate invoices shall include the following information:

- i. Contractor's name and address
- ii. Contract or project reference
- iii. A unique invoice number
- iv. Date of invoice
- v. Period covered by the invoice (e.g. expenses paid April 1, 2010 through April 30, 2010)
- vi. An itemization of all costs incurred including each amount, date paid, payee, cost type, business purpose and check number (of check used to pay expense).
- vii. Support documentation for all amounts submitted including, original source document (invoice or receipt), any computations or allocations used to arrive at amount submitted, Copy of evidence of payment by contractor (check or other payment evidence).
- viii. A summary report containing the information set forth in 4. C. below.
- ix. A statement containing the following verbiage: "Contractor has reviewed the costs submitted for reimbursement within this invoice and certifies that all costs submitted are true, accurate, and in compliance with WIA regulations.
- x. Signature of Contractor or Contractor's duly authorized representative of the contractor.

Contractor's failure to submit a complete and accurate invoice along with required support documentation will result in the entire payment request being disallowed and returned to the Contractor for correction.

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 120 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 Workforce 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.

D. C. Tracking and reporting - Contractor shall track, and report, to Workforce Board all costs paid and submitted for reimbursement (based upon month paid by contractor), for each and every month services are performed under this contract. On a monthly basis, Contractor shall submit to The Workforce 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 contract. 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** – Reimbursement requests will be processed on a monthly basis established by The Workforce Board and Contractor. All payment requests submitted by the Contractor shall be reviewed by The Workforce Board to ensure that such requests are: in accordance with the approved grant budget; are in accordance with the Section of the Act applicable to Contractor's program, Section 129 or 134(b), and 20 CFR Part 667.220. The Workforce Board will review all Cost Reimbursement Claims to ensure that such claims are:

- In accordance with the approved Contractor's Budget;
- Only for costs "necessary and reasonable" to complete program objectives;
- "Allowable" as determined by the applicable OMB circular; and,
- In conformity with the State of Illinois administrative requirements for WIA.

A cost reimbursement claim for reserve account funds is valid only where participant data exists in the state maintained case management system to support the claim. Payments pursuant to this Contract are subject to the availability of Federal Workforce Investment Act funds and their appropriation or authorized expenditure under Illinois state law.

All payment requests submitted by the Contractor are subject to review and approval of Fiscal Agent prior to reimbursement.

5. **Method of Compensation.** The Workforce Board has put into place procedures conducive to the operations of the Contractor and fiscal agent to ensure the most efficient means of reimbursement. Grant funds due to contractor shall be disbursed to the Contractor by the fiscal agent designated by the CEO via disbursement checks made payable to the entity contracted with. Payment (checks) will be mailed to the contractor at the address set forth in this contract.
6. **Limitations on Compensation.** In no event shall 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. Under no circumstances shall contractor be due reimbursement of any amount incurred in excess of the amount of this contract. The Contractor must obtain approval from The Workforce 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 contract amount, irrespective of subsequent contract modification. The Workforce Board reserves the right to withhold funds for such expenditures until the Contractor has submitted a revised Plan and approved by The Workforce Board where The Workforce Board finds it applicable.

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 line item budget. No exceptions to these costs will be allowed unless The Workforce 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 until written approval is obtained from The Workforce 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 Workforce Board within 45 days from said end date, accompanied by a final grant closeout report in the format provided by The Workforce Board. The Contractor shall be liable for repayment of any grant funds that are expended in violation of the terms of this Contract. The Contractor agrees to repay The Workforce Board for any funds that are determined by Illinois Department of Commerce and Economic Opportunity to have not been spent in accordance with applicable regulations or rules.

7. **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 Contract and shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Contract

The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect revenues and expenditures of funds provided by The Workforce Board under this Contract. 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.

No funds under this Contract 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.

8. **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 contract. Contractor shall keep and maintain original source documents as evidence of all work performed, and cost incurred, under this contract. All records, data or information related to this Contract are to be retained separately and distinctively from the records pertaining to other operations of the Contractor. 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 contract expenditure report, close-out package, or until all audits are complete and findings on all claims have been finally resolved, which ever occurs last.

In the event that contractor becomes unable to retain the necessary WIA participant and financial records, such records shall be transferred to The Workforce Board. Such records shall be transmitted to The Workforce Board for acceptance in an orderly fashion with documents properly labeled and filed and in an acceptable condition for storage. No records shall be disposed of without the prior written approval of The Workforce Board or, in the event The Workforce Board is no longer in existence, in accordance with the appropriate laws and regulations.

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 contract to The Work Force Board, The Illinois Department of Economic Opportunity, Federal Funding or Regulatory Agencies and/or their designees upon written request. Such right to audit shall correspond with contractors the above referenced record retention period.

9. **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.
10. **Travel Regulations.** Travel costs must be in accordance with the policies and rules established by the Governor's Travel Control Board for state employees effective July 1, 2010. The Contractor may also use its own travel reimbursement policy provided that it does not exceed the limitations imposed by applicable Federal statutes or regulations (including OMB circulars). The Contractor agrees to follow the travel reimbursement policy as set forth.
 - ◆ 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.
 - ◆ 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, 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 grantee for such travel.
 - ◆ No travel costs whatsoever for personnel travel from place of residence to and from normally assigned worksite shall be reimbursed.
 - ◆ Travel costs shall in no event exceed the maximum parameters established by the current Federal Travel Regulations.
 - ◆ Actual travel expenses shall be reimbursable in the subsequent month in which incurred.
11. **Amendment of Grant Contract.** When both The Workforce Board and the Contractor mutually agree, changes to this Contract may be effected, in writing, and incorporated in this Contract as a . No oral statement of any persons, and no written statement other than The Workforce Board's authorized signatory, shall be allowed to modify or otherwise affect the terms or meaning of this Contract.

Requests for the Contractor for interpretations, modifications, or changes must be made in writing to The Workforce Board. The Workforce Board reserves the right to deny modification requests.

Modifications by Operation of Law: Whereas grantee's, initial grant agreement with Illinois Department of Commerce and Economic Opportunity is subject to such where Illinois Department of Commerce and Economic Opportunity determines such may be required by Federal or State law or regulations applicable to the initial grant Contract; therefore this Contract is subject to subsequent modification. Any such modification shall be incorporated into and be part of this Contract as if fully set forth herein. The Workforce Board shall notify the Contractor in a timely manner of any pending implementation of or proposed amendment to such regulations of which it 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 line item budget. In no event shall the Contractor make any changes that increase or decreases the total budget without prior approval of The Workforce 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 Workforce Board. Such approval must be requested by letter with an explanation of the proposed modification, and mailed to: Senior Grant Accountant, The Workforce Board, 2604 E. Dempster, Suite 305, Park Ridge, IL 60068.

If The Workforce Board grants a budget revision, a Contract Modification shall be issued by The Workforce Board incorporating a revised Budget.

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

- Failure of the Contractor to fulfill its obligations under the Contract in a timely/proper manner;
- Violation of the provisions of this Contract;
- Inability of The Workforce Board to fulfill the financial obligation herein;
- Failure to provide services to meet the required standards;
- Violation of any policies and procedures of The Workforce Board/Illinois Department of Commerce and Economic Opportunity; and,
- Inability of the Contractor to recruit and enroll participants of this Contract within ninety (90) days from the effective date of the Contract.

12. Publication, Reproduction and use of Material. No material produced in whole or in part with funds provided under this Contract 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 Contract 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 Contract, other than to make information known in or as to open meetings, without prior review and approval by The Workforce Board.

13. Required Reports. The Contractor will be required to submit financial reports on a monthly basis, not later than 30 days following previous month end. Such reports shall include total actual costs incurred by contractor through the end of the preceding month, total budgeted costs contracted for through the end of the preceding month, remaining budgeted costs contracted for through completion of the contract term and forecasted expected costs through the end of the contract term.

The Contractor shall be required to submit participant enrollment and outcomes reports monthly to The Workforce Board, or as required in order to reconcile performance information entered regularly

in the state case management system. Additionally, a quarterly narrative will be submitted quarterly that outlines success, challenges and plans for any shortfalls against the annual plan and scope of work.

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

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

The Contractor shall, at any time during normal business hours and as often as necessary, make available to The Workforce Board or its designated representative for examination or audit, all of its records and data with respect to all matters covered by this Contract. The Workforce 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 Contract. All of the information and data prepared or assembled by the Contractor under this Contract 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.

Upon review and where noted, The Workforce 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 Workforce Board. The Workforce Board may, as an interim action, suspend payments of costs incurred from the date of notification in whole or in part under this Contract. Payment shall be resumed as set forth herein upon documentation that all noted deficiencies have been remedied.

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 Work. Performance evaluated below the minimum level will be addressed through a corrective action plan agreed upon by The Workforce Board and Contractor. A corrective action plan will be negotiated between the Workforce 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 Contract. In the event that a Contract is determined to be failed, The Workforce Board will require the Contractor to identify all actual contract costs according to WIA cost category. In the case of a failed Contract, allowable costs will be limited to direct participant costs including: training costs, work experience wages, tuition, fees and book, and supportive services only. The Contractor must absorb all administrative costs incurred in a failed Contract. Any overage will be disallowed.

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

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 Workforce Board for compliance with all applicable Federal and State Laws, regulations, and rules applicable to this Contract.

Monitoring Task Force - The Workforce Board has implemented a monitoring task force of one-stop and youth provider partners. The task force will periodically monitor and evaluate the scope of work defined under this Contract. The Workforce 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. It is understood that non-expendable personal property purchased by the Contractor with funds provided under this Contract shall not be the property of the Contractor but shall be held by it in trust for the benefit of the People of the State of Illinois. Upon termination of this Contract and upon election of The Workforce Board, the Contractor shall surrender possessions of such property to The Workforce Board.

16. Property Management. The Contractor may not purchase nonexpendable personal property items without the prior written approval from The Workforce Board. 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 to its organization in the management of nonexpendable personal property.

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

17. Program Income. The Contractor is required to return all profits to The Workforce Board unless The Workforce Board allows the Contractor to retain profits for use in furthering WIA objectives in accordance with this Contract. For-profit contractors that are not subsidiaries of a not-for-profit organization are exempted from the provisions of this clause. 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).

18. Bonding. The Contractor 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 Contract. The amount of coverage shall be the higher of: the highest cash draw down planned during the term of this Contract or \$100,000. The Contractor agrees to comply with OMB Circulars A-110 or A-102, as applicable.

19. 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 shall follow the procurement standards in 29 CFR 95.40 through 95.48.

20. Interest Income. All interest earned on funds advanced under this Contract shall be treated as program income in accordance with Section 195(7)(B)(iii) of Workforce Investment Act.

21. Equal Opportunity/Nondiscrimination. The Contractor assures, with respect to operation of the WIA-funded activities, that it will comply fully with the nondiscrimination and equal opportunity provisions in Sec. 188 of the Workforce Investment Act of 1998; USDOL Regulation 29 CFR Part 37, as amended; USDOL Regulations at 29 CFR Parts 31 and 32, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; The Civil Rights Restoration Act of 1987; Executive Order 12250; Age Discrimination in Employment Act of 1967; Federal Equal Pay Act of 1963; Illinois Equal Pay Act of 2003; U.S. Department of Labor Regulations at 28 CFR Part

ATTACHMENT K

AGENCY DECLARATION

I understand and acknowledge the requirements for funding as stated in this RFP. I further understand that this RFP **does not commit** the Workforce Board to award or pay any costs incurred in the preparation of a proposal.

I also understand that the Workforce Board is in no way bound to fund this proposal in whole or in part. I understand that the Workforce Board is not bound to accept the unit costs proposed nor the level of funding requested, and that both of these may be negotiated at lower rate if appropriate. If the Workforce Board awards funds pursuant to this RFP, I also understand that the Workforce Board may unilaterally de-obligate funds due to underutilization or non-performance

I agree on behalf of the agency requesting funding to customize outreach and other procedures as necessary in order to achieve the outcomes proposed in this proposal.

I accept liability for clients enrolled under this program and will forward notice of such coverage if awarded funding.

The attached proposal is being submitted with my permission as the:

Title: _____

Name of Organization: _____

Signature: _____

Printed Name _____

Date: _____

ATTACHMENT L

BASIC REQUIREMENTS FOR PROGRAMS AND SERVICES PROVIDED UNDER THIS RFP FOR OUT-of-SCHOOL YOUTH

A. General Service Requirements

The Workforce Investment Act (WIA) requires that youth programs in local workforce investment areas include the following elements which are specified in 20 CFR 664:

- 1) Provide an objective assessment of each youth participant which includes a review of the individual's academic and occupational skill levels and service needs,
- 2) Develop an individual service strategy for each individual including identification of an age-appropriate career goal. This service strategy must incorporate the results of the previously completed objective assessment process.
- 3) Provide preparation for post-secondary educational opportunities and employment,
- 4) Provide linkages between academic and occupational learning, and
- 5) Provide strong linkages to the local job market and employers.

In addition, programs in local workforce investment areas must also make the following services available to youth participants;

- 1) Tutoring, study skills training, and instruction leading to secondary school completion,
- 2) Alternative secondary schools,
- 3) Summer employment opportunities which are directly linked to academic and occupational learning,
- 4) Paid and unpaid work experiences including internships and job shadowing,
- 5) Occupational skill training,
- 6) Leadership development opportunities,
- 7) Supportive services which allow program participation,
- 8) Adult mentoring which may occur both during and after program participation for a period of at least 12 months,
- 9) Follow-up services, and
- 10) Comprehensive guidance and counseling. This includes drug and alcohol abuse counseling as well as referrals to counseling if they are appropriate for the participant.

Service providers who are selected to participate in the out-of school youth program must determine which of these services are appropriate for each participant based on the results of his or her objective assessment and individual service strategy. While every youth does not have to be provided each of these program elements, each contractor must ensure that they are available if an individual needs them.

B. Program Elements for Out-of-School Youth

Outreach and Recruitment: Service Providers are primarily responsible for the outreach and recruitment of customers. Organizations submitting proposals will be asked to describe tasks to coordinate outreach and recruitment with WIA mandated partners, the business community, community based organizations, non-for-profit/for-profit organizations, educational programs and governmental agencies.

Referral: When appropriate, youth will be referred to other Youth Services providers within the workforce development network to access other programs that may lead the youth to the required performance outcomes.

Orientation: All service providers selected pursuant to this RFP will have the responsibility to provide an orientation. At minimum, the customer should learn the specific needs the program can address, the strategies that can be developed to assist the customer in attaining self sufficiency, and the steps the customer will have to take to be successful.

Intake: Intake consists of determining WIA eligibility and completing the eligibility forms with each customer as well as any other intake activity deemed appropriate. All service providers selected pursuant to this RFP must determine eligibility of each customer in accordance with WIA rules and regulations for eligibility. Failure to properly document eligibility may result in disallowed costs at the provider level.

Initial Assessment: All service providers selected pursuant to this RFP will be required to perform an initial assessment. The initial assessment will be used to determine if WIA is the most appropriate service for the interested potential customer. In some instances, WIA services may not be compatible with an applicant's needs or goals. In most instances the completion of the Illinois application for services is sufficient for this step.

Registration: If it is determined that an applicant is WIA eligible and would benefit from the program, service providers selected pursuant to this RFP will be required to register the applicant in the Illinois Workforce Development System (IWDS). At this point in this process the "applicant" becomes a "Registrant". Organizations whose proposals are selected for funding pursuant to this RFP will be responsible for timely data entry into IWDS for all participants they enroll.

Objective Assessment: Following the decision to enroll a customer into the WIA program, service providers will be required to complete an objective assessment of the customer. The objective assessment involves a more thorough examination of the customer's academic levels, skill levels and their service needs as compared to the initial assessment. Specifically, the objective assessment must examine a customer's education, basic skills assessment (utilizing USDOL approved test, occupational skills, prior work experience, interests, employability, aptitudes, supportive service needs and developmental needs. While the objective assessment is WIA specific and requires testing in the appropriate areas, it is expected that ongoing, general assessment of a customer's needs and progress will continue for the duration of the participation.

Individual Service Strategy (ISS): Service providers selected pursuant to this RFP will also be required to develop an individual service strategy for each participant to be served. The ISS is typically developed by the customer and the Case Manager. The ISS can be considered an agreement between the case manager and the customer regarding the plan of action they will take together to overcome the customer's barriers to employment and achieve the goals necessary to secure employment leading to self sufficiency. The ISS for each customer must:

1. Be completed for every individual,
2. Contain the results of interest, skill, and knowledge assessments,
3. Record achievable and measurable benchmarks,
4. Have employment as the goal and list the steps necessary to that occupational goal,
5. Identify a career goal which is appropriate, given the results of the objective assessment.

Training All training interventions should lead to positive outcomes under the following measures listed - Attainment of approved degree or certificate (TEGL 17-05) or placement in employment or higher education) and are as follows:

1. GED Training at an approved institution may be utilized as the result of the Objective Assessment and the Individual Service Strategy, and if the customer and counselor decide it is necessary.
2. Training Vocational training at an approved institution may be utilized as the result of the Objective Assessment and the Individual Service Strategy, and if the customer and counselor decide it is necessary. When necessary, the service provider may authorize an Individual Training Account (ITA) for the youth participant. Service provider staff should take steps to assure that when training is provided, it is targeted toward high-paying jobs in high growth occupations.

Work readiness activities should be conducted by the provider only in parallel to the Training listed above and must address:

Resolution of Barriers (Personal Life Management Challenges) prior to and during the first nine month of employment, such as Childcare, Healthcare, Nutrition, Transportation, Addiction Management, Housing, Domestic Violence, Irresponsible Financial Management, etc. This overview of skills may be pertinent to an individual employer; however, all employers have basic needs for work-ready employees. Any program should establish a basic level of competence as a benchmark for preparing customers for specific job opportunities.

Work Experience Activities. Work experiences are planned, structured learning experiences that take place in a workplace for a limited period of time. Work experiences may be paid or unpaid. Work experience workplaces may be in the private, for-profit sector; the non-profit sector; or the public sector. Work experiences are designed to enable youth to gain exposure to the world of work and its requirements. Work experiences are appropriate and desirable activities for many youth throughout the year.

Case Management

Service providers whose services are selected pursuant to this RFP will also be required to provide case management services. Based on a customer's ISS, the case manager will continually assess a customer's need for services, and provide assistance in gaining access to, and obtaining services from agencies qualified and capable of rendering the needed service(s). In some instances it may be necessary for the case manager to oversee the delivery of services to the customer through a referral to another agency or organization. In such an instance, the case manager is expected to continue to follow-up with both the customer and a representative of the agency or organization which is delivering the identified service to examine the customer's progress.

Documented Follow-Up Services

Service providers whose proposals are selected pursuant to this RFP will be required to provide mandatory follow up services. Follow-up activities must be delivered to exited customers for a minimum of twelve (12) months following his/her exit from WIA. Service providers must provide an array of services that ensures customers' academic and educational progress, job retention, wage gains, and career progress for those placed into unsubsidized employment. Follow-up services include but are not limited to:

Retention/Advancement Services. Maintaining regular meaningful contact (at minimum every 30 days) with the customer, his/her employer, significant other, teacher, parole officer or other appropriate entities, accessibility during and after the customer's work, working with the customer to identify emerging problems, helping customer gain job-coping skills, intervening early to prevent drop-out or job loss, providing support, and counseling and advice. Providers may need to mediate with Illinois Department of Human Services caseworkers, especially regarding ongoing benefits such as food stamps or medical assistance.

Re-employment Services. It will be the responsibility of Service provider to assist exiters who have lost their job with re-employment during the 12 month follow-up process.

Program Completion

This is the point at which an exiter from the program has received the follow-up services for the mandated period of time following their exit. At this stage, no further services can be rendered to the exited customer unless they are re-enrolled. Service providers whose proposals are selected pursuant to this RFP must close out the open follow-up activity in a timely manner on the IWDS system to indicate that the service is no longer being provided.

**BASIC REQUIREMENTS FOR PROGRAMS
AND SERVICES PROVIDED UNDER THIS RFP
IN-SCHOOL YOUTH**

C. Required Services

The Workforce Investment Act (WIA) requires that all youth programs in local workforce investment areas (LWIAs) must include the following elements which are specified in 20 CFR 664:

- 1) provide an objective assessment of each youth participant which includes a review of the individual's academic and occupational skill levels and service needs,
- 2) develop an individual service strategy for each individual including identification of an age-appropriate career goal. This service strategy must incorporate the results of the previously completed objective assessment process.
- 3) provide preparation for post-secondary educational opportunities and employment,
- 4) provide linkages between academic and occupational learning, and
- 5) provide strong linkages to the local job market and employers.

In addition, local programs in local workforce investment areas must also make the following services available to youth participants;

- 1) tutoring, study skills training, and instruction leading to secondary school completion,
- 2) alternative secondary schools,
- 3) summer employment opportunities which are directly linked to academic and occupational learning,
- 4) paid and unpaid work experiences including internships and job shadowing,
- 5) occupational skill training,
- 6) leadership development opportunities,
- 7) supportive services which allow program participation,
- 8) adult mentoring which may occur both during and after program participation for a period of at least 12 months,
- 9) follow-up services, and
- 10) comprehensive guidance and counseling. This includes drug and alcohol abuse counseling as well as referrals to counseling if they are appropriate for the participant.

Service providers who are selected to participate in the In-School youth program must determine which of these services are appropriate for each participant based on the results of his or her objective assessment and individual service strategy. While every youth does not have to be provided each of these program elements, each contractor must ensure that they are available if an individual needs them.

Organizations proposing to provide In-School programs must have an instructor who provides the following services:

- 1) student recruiting
- 2) instruction in the curriculum described below,
- 3) eligibility determination,
- 4) tutoring assistance,
- 5) acting as an advocate for the students,
- 6) working with Employment and Training staff to monitor and manage student progress,
- 7) on-going support and assistance after graduation from high school for a period of at least one year.

In-School programs must demonstrate that they have the support of the school administration, counseling staff, special education teachers and general teaching staff. The application must include documentation that such support exists. The bidder may incorporate additional program components as long as these contribute to the goals of the proposed program and fit within WIA program restrictions.

Community-based organizations (CBOs) must provide the same program components for their participants. Since coordination between CBOs and schools are critical to the success of the program, non-school bidders must provide documentation indicating that they have established linkages with the schools that serve their participants which will enable them to effectively coordinate services to these youths.

D. Curriculum

The curriculum *must* contain certain components but bidders do have discretion to modify the program to fit the needs of its students. The curriculum must include a reading and math enhancement component. Any student who tests below a grade level equivalent (GLE) of 8.9 in either reading or math will be considered to be deficient. These participants are expected to increase their test scores.. Math training should be oriented toward practical applications such as making change, finding square footage, managing a budget, measuring and calculating fractions.

The curriculum *must* include career counseling, career assessment and planning, developing a career portfolio, life training skills, social awareness, job seeking and job keeping skills. The following list contains potential topical areas that could be included in this curriculum. This is not an exhaustive list and other topics can be substituted.

1. identification of occupational interest, aptitudes and abilities,
2. goal setting related to future education and employment,
3. writing a resume,
4. using a telephone to arrange an interview,
5. interview techniques,
6. employer expectations,
7. time management,
8. positive attitude,
9. completing college application and financial assistance forms,

10. learning appropriate social skills for school and workplace,
11. illegal drugs in the workplace,
12. appropriate dress,
13. budgeting,
14. workplace ethics,
15. filling out job applications, and
16. interpersonal skills.

The program should make tutoring assistance available for students having difficulty in their academic classes. A part of the instructor's job in In-School programs will be to act as liaison with other teachers to ensure that assignments are completed in a timely manner and that any problems are identified and addressed. In community-based programs, the instructor will also be expected to work as closely as possible with the high schools their students attend to make sure they are aware of problems and can work with the participant to resolve them.

Students enrolled in this curriculum should also be offered leadership opportunities. These are opportunities to develop positive skills, attitudes and behaviors around civic involvement and personal goal setting. Outcomes that may fall under this area include a sense of responsibility to self and others and the ability to articulate one's personal values.

This program may also develop a mentoring program. Mentors might be individuals from the community, the community-based organization or other teachers and students for In-School programs.

Required Program Elements & Population to be Served

The following program elements must be addressed in the following chart:

1. Orientation
2. Referral Information
3. Determination of eligibility
4. Assessments
5. Development of Comprehensive Individual Service Strategy
6. Positive Social Behavior
7. Intensive Case Management
8. Tutoring, study skills training, and instruction leading to secondary school completion
9. Enrollment in apprenticeship
10. Enrollment in post-secondary education
11. Paid and unpaid Work Experience
12. Summer Work Experience
13. Internship
14. Occupational and Vocational skill training through an ITA
15. Work readiness training
16. Academic Training
17. Leadership Development
18. Alternative Education
19. GED
20. High School Diploma
21. Guidance & Counseling
22. Support Services
23. Mentoring
24. Job Search Assistance/Employer Referrals
25. Follow up services

Included in proposed program (X)	Provided by other organization (X)	If provided by other organization, provide name of organization	Number of youth to receive service	Planned Start Date	Planned End Date	Quantitative Measure

Complete the following chart identifying the target population to be served during the contract period

	Number of active participants to be served	Number of participants that will attain a credential or certificate	Number of active participant that will successfully complete services	Number of inactive participants to receive Follow up services
16 -18				
19 - 21				
In School				
Out of School				
Low Income				
Individual with a disability				
Other				

ATTACHMENT N

Organization's Past Performance

If you have operated youth programs funded by the Workforce Investment Act, please complete the following information for the previous two program years.

1. Percentage of successful completion rate of youth in program: _____%
2. Percentage of low-income status of youth: _____%
3. Percentage of attendance rate in program: _____%
4. Performance of past program

Goals Achieved:

(I.e. Increase rates in deficient basic literacy skills or additional skills acquired for education or employment).

5. Number of youth enrolled in previous program: _____
6. Percentage of youth who entered employment: _____%
7. Percentage of youth advancing to post secondary education: _____%
8. Percentage of youth who received work experience: _____%
9. Percentage of youth who attained a credential: _____%
10. List any additional factors that would indicate a need for the program below:

Definition of Youth Performance Measures

All WIA youth programs contribute to the Mid America Workforce Investment Board/Youth Council's ability to meet WIA Performance Measures that were negotiated with the State. Many of these Measures are long-term measures that rely on information relating to the participants' status sometime during the year after they complete their WIA program (i.e., they have exited WIA and no longer receive services except for follow-up services. Program exit means no longer receiving services other than follow-up services for 90 days or more.). Moreover, the data collection timeframes upon which Performance Measures are based vary according to the measure and do not parallel the Program Year.

St. Clair County Intergovernmental Grants Department will provide training to selected program providers to ensure their understanding in meeting Performance Measures. There are three Performance Measures for youth. In school (high school) youth do not have to meet the Literacy and Numeracy Gain measure.

NOTE: The measures below are subject to change based on State and Federal negotiations and regulations and are provided for planning purposes only. The Measures listed in the following charts are the Performance Goals for current PY 11. LWIA 24 has not yet negotiated PY 2012 WIA Performance Measures with the Department of Commerce and Economic Opportunity (DCEO).

Performance Measures:

Attain Degree or Certification 45%

Placed in Employment/Education 56%

Literacy and Numeracy Gains 32%

Definitions Related to Eligibility from Title I of WIA

Basic skills deficient, as defined in section 101 (4): --The term "basic skills deficient" means, with respect to an individual, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test.

Deficient in basic literacy skills: Section 664.205 of the Rule provides that the State or local level may establish the definition of *deficient in basic literacy skills*, but that such definitions must include a determination that an individual:

1. Computes or solves problems, reads, writes or speaks English at or below grade level 8.9, or
2. Is unable to compute or solve problems, read, write or speak English at a level necessary to function on the job, in the individual's family or society.

Foster child: is a minor on behalf of whom State or local government payments are made to a foster parent or other guardian.

Homeless person: is an individual who lacks a fixed, regular or adequate nighttime residence; and an adult or youth who has a primary nighttime residence that is a public or privately operated shelter for temporary accommodation; an institution providing temporary shelter or a place not designed for or ordinarily used as a regular sleeping accommodation for human beings. The term does not include a person imprisoned or detained pursuant to an Act of Congress or State law. (as defined in subsections (a) and (c) of section 103 of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11302);

In-school youth. Is an eligible youth who:

1. Has no GED; and,
2. Is enrolled/attending school; and,
3. Whose highest Grade Level Completed is less than or equal to 11.

Low income individual: --The term "low-income individual" means an individual who--

(A) receives, or is a member of a family that receives, cash payments under a Federal, State, or local income-based public assistance program;

(B) received an income, or is a member of a family that received a total family

income, for the 6-month period prior to application for the program involved (exclusive of unemployment compensation, child support payments, payments
Attachment P

Definitions Related to Eligibility from Title I of WIA

described in subparagraph (A), and old-age and survivors insurance benefits received under section 202 of the Social Security Act (42 U.S.C. 402)) that, in relation to family size, does not exceed the higher of--

(i) the poverty line, for an equivalent period; or

(ii) 70 percent of the lower living standard income level, for an equivalent period;

(C) is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.);

(D) qualifies as a homeless individual, as defined in subsections (a) and (c) of section 103 of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11302);

(E) is a foster child on behalf of whom State or local government payments are made; or

(F) in cases permitted by regulations promulgated by the Secretary of Labor, is an individual with a disability whose own income meets the requirements of a program described in subparagraph (A) or of subparagraph (B), but who is a member of a family whose income does not meet such requirements.

Offender: Any adult or juvenile--

(A) who is or has been subject to any stage of the criminal justice process, for whom services under this Act may be beneficial; or

(B) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

Definitions Related to Eligibility from Title I of WIA

One or more grade levels below the grade level appropriate to the individual's age: is defined based on the following relationship between age at registration and highest school grade completed:

If the customer's age at registration is	The customer is behind grade level if the highest grade completed is less than:
14	7
15	8
16	9
17	10
18	11
19	12

Out-of-school youth: is an eligible youth who:

1. Is a *school dropout*, which is defined in Section 101(39) as an individual who is no longer attending any school (grade school or high school) and who has not received a secondary diploma or its recognized equivalent, or
2. Has received a secondary school diploma or its equivalent but is *basic skills deficient, unemployed* or under employed.

Runaway: is defined as a person under 18 years of age who absents himself or herself from home or place of legal residence without the permission of parent or legal guardian (JTPA definition).

School dropout: an individual who is no longer attending any school and who has not received a secondary diploma or its recognized equivalent.

Posses one or more disabilities, including learning disabilities: --The term "individual with a disability" means an individual with any disability (as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102)).

Work experience: for purposes of defining intensive services, work experience is a planned, structured learning experience that takes place in a workplace for a limited amount of time. Work experience may be paid or unpaid, as appropriate. A work experience workplace may be in the private for profit sector, the nonprofit sector or the public sector.

WORK EXPERIENCE CONTRACTS

All work experience contracts must meet the following guidelines:

- St. Clair County Intergovernmental Grants Department (SCCIGD) will provide payroll and support payment services for all participants. Contractors agree to follow the payroll procedures established by the SCCIGD.
- Youth employment must be for a new position usually with a new employer (the participant has not worked for this employer in the past).
- The agency (youth contractor), not the worksite, must ensure that all legal requirements are met including maintaining the Employment Eligibility Verification INS Form I-9, and the Federal and State Tax Withholding Forms W-4. Originals of all forms must be submitted to SCCIGD for payroll records.
- The Training Contract must contain the following assurances. **These assurances are available as part of shell contract that can be provided by SCCIGD.**

GENERAL ASSURANCES

Herein, St. Clair County Intergovernmental Grants Department is referred to as "SCCIGD", and the employment site: is referred to as "site".

1. TRAINING, WAGES, AND BENEFITS

- A) SCCIGD is responsible for payment of wages and provision of workmen's compensation for the participant. The site agrees to notify SCCIGD immediately of any injuries sustained on the job.
- B) SCCIGD may be able to approve payment for Safety clothing/equipment, or medical services for participant, upon written request by site.
- C) SCCIGD does not pay for overtime, holiday pay, sick leave, or other benefits for participants.
- D) Site will provide each participant with an orientation, including works rules, duties and expectations, training planned, supervisory arrangements, opportunity for advancement in career area.
- E) Site will provide adequate supervision throughout training. A supervisor/alternate supervisor must be present 100% of training time. Supervision shall include explanation/demonstration of tasks and a follow-up to insure tasks are completed properly. A ratio of one supervisor to not more than ten WIA clients and regular employees will be maintained.
- F) Site will review agreement and training plans with both supervisor/and alternate supervisor.
A copy will be maintained at site.

- G) Site supervisor will provide encouragement, guidance, instruction, and support of positive work habits throughout training. If necessary, disciplinary procedures, as given to regular site employees, shall be implemented as part of progressive discipline in an effort to correct deficiencies. Communication of the participant's performance shall be shared with participant and SCCIGD staff on an ongoing basis.
- H) Training cannot: impair existing contracts; interfere with promotional opportunities of regular employees; be used for commission jobs, union/sectarian/political activities, duties normally performed by persons on reduced work hours, layoff, or terminated in anticipation of receiving WIA funds; or for employers who relocated resulting in unemployment at original location.
- I) Participant cannot be related by blood, marriage, or adoption to employer/supervisor.
- J) No trainee will be required/permitted to work or train in building/surroundings under conditions that are hazardous or dangerous to participant's health and safety.
- K) SCCIGD participant cannot work during work stoppage, strike/lockout.
- L) Site assures SCCIGD that sufficient work; equipment/materials are available to occupy the participant during work hours.
- M) Site agrees to provide the experience as detailed in this agreement. No WIA client can begin work unless certified as eligible and the site has received a written authorization to start work form for that client.
- N) Site agrees to release the WIA client(s) to attend sessions required or deemed necessary by SCCIGD.

2. REPORTING REQUIREMENTS

- A) Site will maintain accurate daily written records of work hours, and submit a two week attendance record to the Youth Supervisor by due date.
- B) Site agrees to advance 70% of gross wages to trainee if attendance record is not received by the SCCIGD on or before the date due.
- C) Site will prepare and submit a written evaluation of participants' performance and notify SCCIGD of needed changes in training plan, (including job duties, supervision, hours of work, layoff or hiring freeze) which may impact on this agreement.
- D) Site agrees to acknowledge WIA as the funding source or SCCIGD or its subcontractor in all press releases regarding participant, or work they are performing. Permission of participant is required to release this information.
- E) Site will report any trainee injuries immediately to SCCIGD program unit office at (618) 277-6790.

3. TERMINATION OF PARTICIPANTS

- A) Site may discipline, suspend, or discharge participant in accordance with established procedures provided they do not conflict with existing law and participant has been advised of unsatisfactory progress or conduct and given a reasonable opportunity to improve.
- B) SCCIGD has authority to terminate participant who is found to be ineligible, or in noncompliance with program.

4. TERMINATION OF AGREEMENT

- A) SCCIGD may terminate this agreement if, for any reason it is determined that termination is in the best interest of the program, or site fails to provide services specified, or comply with provisions of agreement.
- B) Site may terminate agreement if unable to fulfill terms of agreement.
- C) Agreement is terminated at time of participant's resignation, dismissal, or completion of training.

5. AUDIT AND RECORDS

- A) Site will maintain records, cancelled checks, time cards, and other evidence sufficient to document services/costs authorized in the performance of agreement for a period not less than 5 years after agreement expires.
- B) Site will allow SCCIGD staff and other authorized representatives access to records and facility relating to agreement. Monitoring of records may occur by the SCCIGD monitor, and state or federal monitor.

6. DISCLOSURE OF CONFIDENTIAL INFORMATION

Site and SCCIGD office agree to maintain confidentiality of information regarding participant, or their families, that may be obtained through application forms, interviews, tests, reports from public agencies, counselors, or any other source.

7. AVAILABILITY OF FUNDS

Agreement is predicated on the continuing availability of WIA funding. Specific funding may be available/or limited during funding cycle.

8. EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION/GRIEVANCE PROCEDURE

As a condition to the award of financial assistance under WIA from the Department of Labor, the grant applicant assures, with respect to operation of the WIA-funded program or activity. All agreements or arrangements to carry out the WIA-funded program or activity, that will comply fully with the nondiscrimination and equal opportunity provisions of The Workforce Investment Act (WIA) of 1999. Including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of

The Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of these assurances.

- A) Site agrees to post and adhere to Equal Employment Opportunity/Affirmative Action Policy Statement; and the State of Illinois Executive Order, Sexual Harassment in State Agencies.
- B) Site shall not discriminate or permit discrimination against any applicant for employment, or in connection with apprenticeship or other training program, because of race, color, religion sex, marital status, national origin, ancestry, age, physical or mental handicap unrelated to ability, unfavorable discharge from military service or political affiliation.
- C) Site shall examine all job classifications to determine if minority persons or women are underutilized and take appropriate affirmative action to rectify any underutilization.
- D) Site shall, in advertisements or requests for employment placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious, creed, ancestry, national origin, age, sex, physical or mental handicap unrelated to ability, unfavorable military discharge or political affiliation. However, if the evidence indicates that the entity in question was not on notice of the third party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- E) Site shall send each labor union or workers' representative that has a collective bargaining agreement or other agreement/understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination policy. Similar notice shall be sent to every other source of recruitment regularly utilized by the Employer.
- F) It shall be no defense to a finding of non-compliance with this non-discrimination policy that any employer had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if evidence indicates the entity in question was not on notice of the third part discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- G) Where the practices of a union, any training program, or other source of recruitment will result in the exclusion of minority group persons, so that the employer will be unable to meet it's obligation under the non-discrimination policy, such entity shall then employ/fill vacancies through other non-discriminatory hiring procedures.
- H) Site shall ensure freedom from sexual harassment for their employees and those in any apprenticeship or other training program.

- I) Site shall ensure that inquiries are not made concerning the arrest record of any employee, or those in any apprenticeship or other training program, in accordance with the Illinois human rights act.
- J) Sites will have in place a grievance procedure system that provides successive steps for appeal and resolution. As prescribed by law, all WIA participants and employers must have available to them a complaint and appeals process in the format established by the IL Department of Employment Security and used by WIA 24.
- K) As required by state and/or federal regulations, the site shall have or establish an affirmative action plan which includes goals and timetables of protected class workers. Such plan, if required, shall be made available for review.
- L) Site shall furnish all necessary documents and records to, and permit access to its books, records, and accounts by the administrative entity and/or Department of Employment Security (IDES), for purpose of investigation to ascertain compliance with provisions of this EEO/AA policy. If the entity in question does not possess documents/records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by IDES.
- M) Site shall comply with all state/federal laws prohibiting discrimination in hiring or employment opportunity. In the event such an entity's non-compliance with nondiscrimination policy or any such laws, this agreement may be terminated or suspended, in whole or part.
- N) Sites that receive more than \$ 10,000.00 value in SCCIGD services are required to have grievance procedures, personnel Measures, and an affirmative action plan available if requested by SCCIGD office, and submit copies of their sexual harassment policy.

9. LAWS APPLICABLE

Site will perform their duties in accordance with the job training partnership act (WIA), and the regulations, procedures, and Measures, promulgated there under. The site will comply with all applicable federal, state, and local laws, rules, and regulations which deal with or relate to the training of persons who are under this agreement, including items under 56 Illinois administration code 2630.82 (b)(3)(f).

- A) Copeland "anti-kickback" act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR 3, revised as of July 1, 1989).
- B) Davis-Bacon act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR 5, revised as of July 1, 1989.)
- C) Sections 103 and 107 of the agreement work hours and safety Measures act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR 5, revised as of July 1, 1989.)

- D) Applicable Measures, orders, or requirements issued under Section 306 of the Clear Air Act (42 U.S.C. 1857 (H), Section 508 of Clean Water Act (33 U.S.C. 1368,) Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR 15, revised 7/1989).
- E) Mandatory Measures and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy And Conservation Act (P.L. 94-163), effective December 22, 1975.
- F) Notice of departmental requirements and regulations pertaining to reporting, if any.
- G) Notice of departmental requirements and regulations pertaining to patent rights with respect to any discovery/invention, that arises or developed in the course of or under such agreement.
- H) Departmental requirements and regulations pertaining to copyrights and rights in data as contained in the grant agreement.

10. PROCEDURES FOR HANDLING DISPUTES WITH SCCIGD

Sites that have questions or concerns in regard to the agreement have access to the SCCIGD grievance procedures. Concerns or questions should be directed to the agency grievance officer.

11. PREVENTION OF FRAUD AND ABUSE

No person who has responsibility in this contract shall participate in any decision or transaction relating to this agreement that may affect personal interest. No one may charge a fee for placement or referral of any individual to any SCCIGD Program. No funds may be used for lobbying, unionization/anti-unionization activities, sectarian, or political activities. Actual hours worked will need to be documented. No individual shall solicit or accept gratuities, favors, or any object of monetary value from any employing agency or SCCIGD client.

ATTACHMENT R

MONTHLY CLIENT REPORT FORM

Organization/Agency Name: _____

Print or type clearly

Client Name:	
Date:	
Progress Comments	
Staff Information	Print Name:
	Signature:
	Telephone Number:
	E-mail Address:

