

**INVITATION TO SUBMIT PROPOSALS
FOR THE PROVISION OF
VARIOUS SERVICES IN SUPPORT OF THE STRIVE® FORWARD JUVENILE
JUSTICE INITIATIVE
FOR
THE WESTCHESTER COUNTY DEPARTMENT OF SOCIAL SERVICES, ON BEHALF
OF THE WESTCHESTER PUTNAM LOCAL WORKFORCE DEVELOPMENT BOARD**

PROPOSAL DUE DATE: September 1, 2015 @ 12 Noon

Interested parties may obtain the complete Request for Proposals (“RFP”), including application, from the Westchester County website for RFPs at www.westchestergov.com/rfp.

ISSUED BY:

The Westchester County
Department of Social Services
Workforce Investment
White Plains, New York 10601

ON BEHALF OF:

The Westchester-Putnam
Local Workforce Development Board Office of
120 Bloomingdale Rd.
White Plains, New York 10605

Kevin M. McGuire, Commissioner, County Department of Social Services

ROBERT P. ASTORINO
WESTCHESTER COUNTY EXECUTIVE

MARYELLEN ODELL
PUTNAM COUNTY EXECUTIVE

REQUEST FOR PROPOSALS

WESTCHESTER COUNTY DEPARTMENT OF SOCIAL SERVICES, ON BEHALF OF THE WESTCHESTER PUTNAM LOCAL WORKFORCE DEVELOPMENT BOARD

I. INTRODUCTION

The County of Westchester (the “County”), acting by and through its Department of Social Services (the “Department”), on behalf of the Westchester Putnam Local Workforce Development Board (the “WDB”), invites proposals from qualified agencies to assist the County in implementing programs under the STRIVE® Forward Juvenile Justice Initiative (the “Program”). The Program will focus on supporting and addressing the educational and employment barriers faced by court-involved youth while helping them attain life-skills and in-demand occupational and employment skills needed to obtain good jobs. It is anticipated that the term of the Agreement will commence on or about October 15, 2015 and will continue through October 14, 2018.

An original and three (3) completed copies of the proposal **MUST** be received no later than September 1, 2015 at 12 Noon at the following address:

Westchester/Putnam Local Workforce Investment Board
120 Bloomingdale Road, 2nd Floor
White Plains, New York 10605
Attn: Ali Tarchoun, Westchester-Putnam Workforce Investment Board.

A mandatory informational session will be held on Thursday August 27, 2015 at 2PM at Westchester-Putnam Workforce Development Board
120 Bloomingdale Road, 2nd fl.
White Plains, NY 10605 at 1:30PM

II. BACKGROUND:

STRIVE® is a not-for-profit organization whose mission is to transform the lives of at-risk populations by providing support and training that lead to livable wage employment and societal re-integration. STRIVE’s® mission is implemented through a network of dedicated affiliates across the country (the “Affiliates”). STRIVE® is now offering its Affiliates the opportunity to compete for multi-year grants to provide programs that will focus on supporting and addressing the educational and employment barriers faced by court-involved youth (See STRIVE’s® Grant Application which is attached hereto and made a part hereof as **SCHEDULE “A”**). The County, as a STRIVE® Affiliate, is seeking an award under this solicitation and will be submitting the Grant Application to STRIVE®. The County is seeking a vendor who would be able to carry out the purposes set forth in the Grant Application on behalf of the County.

III. SCOPE OF WORK:

The successful proposer would help the County carry out the purposes set forth in the Grant Application which is attached hereto and forms a part hereof as **SCHEDULE “A”**.

IV. **PROPOSAL EVALUATION:**

The County shall apply the following evaluation criteria in selecting a proposer with whom to commence contract negotiations. Such criteria are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

- Experience providing the services requested by this RFP
- Experience providing services requested by this RFP to New York counties of similar size to Westchester County.
- Membership in appropriate professional organizations.
- Expertise of individuals who Proposer has identified as the individuals who will provide the services to the County.
- Price proposal for services

Proposers are requested to respond to the above as set forth in **SCHEDULE "B"**.

V. **TERM:**

The term of any ensuing agreement will commence on or about October 15, 2015 and will continue through October 14, 2018.

VI. **LEGAL UNDERSTANDINGS**

Please take notice, by submission of a proposal in response to this RFP, proposing entity agrees to and understands:

- That any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;
- Submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services;
- By submitting a proposal, the proposing entity agrees and understands that the County of Westchester is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Westchester, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Westchester County Board of Acquisition & Contract and the Office of the Westchester County Attorney.
- **By submitting a proposal in response to this RFP, a proposer is permitting the County to submit its name and proposal details as part of the County's Grant Application to STRIVE®.**

In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the County of Westchester reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this RFP, except to the extent restricted by applicable law, including, but not limited to, the Westchester County Procurement Policy, as amended:

- To reject proposals that do not conform in all material respects to the RFP or meet the minimum evaluation criteria;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received after notification to all proposers;
- To negotiate for amendments or other modifications to proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor in the evaluation criteria;
- While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

VII. PROPOSAL REQUIREMENTS

PACKAGES MUST BE MARKED: “REQUEST FOR PROPOSAL FOR VARIOUS SERVICES IN SUPPORT OF THE STRIVE ® FORWARD JUVENILE JUSTICE INITIATIVE”

- 1) The proposal must include the following information:
 - a. Scope of work to be performed. Provide a detailed narrative of how the County’s scope would be performed.
 - b. Identification of Key Personnel. Identify and provide background information on the key personnel who would provide services to the County. The proposal must include the professional qualifications and experience of these individuals

c. Information to be supplied to the proposer. List the information that is not provided in the RFP that is necessary for the County to provide to you in order to complete the scope of work.

d. Timetable. Provide a timetable for completion of the assignment (if the County has set forth specific deadlines above, then provide a timeline for meeting those deadlines, including all interim milestones necessary to complete the project).

e. Proposed Fee. The fee proposed for these services shall be indicated as part of the proposal. Failure to include the fee proposal amount with the proposal shall disqualify the proposal. If the fee is a not-to-exceed amount based on your estimate of hourly rates and costs necessary to complete the scope of work, you must provide a detailed budget outlining all such hourly rates and cost estimates.

f. Experience: The Proposal should list the proposer's:

- Experience providing the services requested by this RFP
- Experience providing services requested by this RFP to New York counties of similar size to Westchester County.
- Membership in appropriate professional organizations.
- Expertise of individuals who Proposer has identified as the individuals who will provide the services to the County.

- 2) Proposals must be submitted on the proposer's letterhead or standard proposal form and signed by an authorized representative of the proposer. Telephone or facsimile proposals will not be accepted.
- 3) The proposal cover letter signed by a person authorized by the proposer to make a binding proposal must set forth that that "this proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of sixty (60) days from the deadline for acceptance of proposals as set forth herein."
- 4) An original and three (3) completed copies of the proposal MUST be received no later than September 1, 2015 at 12 Noon at the following address:

Westchester/Putnam Local Workforce Investment Board
120 Bloomingdale Road, 2nd Floor
White Plains, New York 10605
Attn. Ali Tarchoun, Westchester-Putnam Workforce Investment Board

- 5) Proposal must be typed or printed in black ink. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes will be allowed after proposals are opened.

- 6) Proposals delivered prior to the deadline shall be secured unopened so long as the package is properly marked as set forth above. Late proposals will not be accepted.
- 7) **Requests for clarification of this RFP MUST be written and submitted to Ali Tarchoun att1@westchestergov.com Westchester-Putnam Workforce Development Board, 120 Bloomingdale Road Room 226, White Plains, New York 10605 no later than 3:00PM on Wednesday August 26, 2015. Formal written responses will be distributed by the County on or before (Friday August 28, 2015). NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY WRITTEN REQUEST FOR CLARIFICATION. *All requests and/or questions and their responses will be shared with the group by posting same on the County's RFP website.***
- 8) Proposals MUST be signed. Unsigned proposals will be rejected.
- 9) Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- 10) No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

VIII. CONTRACT

After selection of the successful proposer, and following contract negotiations, a formal written contract will be prepared by the County of Westchester and will not be binding until signed by both parties and approved by the Westchester County Board of Acquisition & Contract and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE BOARD OF ACQUISITION & CONTRACT FOR CONTRACT APPROVAL. SAID BOARD HAS THE RIGHT TO REJECT ANY RECOMMENDATION AND THE APPROVAL OF SAID BOARD IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The successful proposer will be asked to sign a contract substantially in the form attached hereto as **SCHEDULE "G"**.

IX. NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Westchester, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

X. CONFLICT OF INTEREST

The award of a contract is subject to provisions of all Federal, State and County laws. All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Westchester. Further, all proposers must disclose the name of any County officer, employee, or elected official who owns, directly or indirectly, an interest of ten percent or more in the proposer or any of its subsidiaries or affiliates.

XI. PROPOSALS SUBJECT TO FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

a) insert the following notice in the front of its proposal:

“NOTICE

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page:

“THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.”

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

XII. MBE/WBE

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County. Therefore, the County asks Proposers to complete the questionnaire attached hereto as **SCHEDULE "C"**

XIII. REFERENCES:

The Agency shall provide a profile on **SCHEDULE "D"** which, at a minimum includes the following items:

- a. Agency Name
- b. Address
- c. Year Agency was founded
- d. Total Number of Employees in Agency
- e. References: Indicate three (3) current client references for similar services, include:
 - 1) Client Name
 - 2) Client Address
 - 3) Contact Name, Title and Telephone Number
 - 4) Description of Services

XIV. DISCLOSURE FORM:

To avoid conflicts of interest and the appearance of impropriety, the Proposer shall be required to complete the Disclosure Form attached hereto as **SCHEDULE "E"**.

XV. CRIMINAL DISCLOSURE FORM

The Proposer agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as **SCHEDULE "F"** which is hereby incorporated by reference.

XVI. PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Westchester and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services. The undersigned agrees and understands that the County of Westchester is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Westchester, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Westchester and approved by the Westchester County Board of Acquisition & Contract and by the Office of the County Attorney.

It is understood and agreed that the County of Westchester reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Westchester reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Westchester is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____
Name and Title

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Corporation)

a corporation duly organized and in good standing under the _____ (Law
under which organized, e.g., the New York Business Corporation Law) named in the foregoing
agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution _____
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full
force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose and
say that he/she resides at _____, and
he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on
behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date

CERTIFICATE OF AUTHORITY
(PARTNERSHIP)

I, _____,
(Partner other than Partner signing contract)

certify that I am a General Partner of _____,
(Name of Partnership)

a partnership duly organized under _____,
(Law under which partnership is organized)

and named in the foregoing Agreement; that _____,
(Partner Executing Agreement)

who signed said Agreement on behalf of the Partnership was, at the time of execution, a General Partner of said Partnership; that said Agreement was duly signed for and in behalf of said Partnership and as the act and deed of said proposer for the purposes therein mentioned.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the General Partner described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is a general partner of said Partnership; that he/she is duly authorized to execute said certificate on behalf of said Partnership, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public

SCHEDULE "A"



STRIVE Forward
Request for Proposals

August 12

2015

Applications must be received no later than 5:00 PM
EST on September 11th, 2015

I. FUNDING OPPORTUNITY DESCRIPTION

The STRIVE Forward Juvenile Justice Initiative will offer STRIVE Affiliates the opportunity to compete for multi-year grants to implement programs that will focus on supporting and addressing the educational and employment barriers faced by court-involved youth while helping them attain life-skills, in-demand occupational and employment skills needed to obtain good jobs. These grants will help participants move forward into the future by combining the most promising workforce and juvenile justice strategies available. These grants are designed to systematically improve the workforce outcomes of court-involved youth by helping them to continue their education and obtain industry-recognized credentials that prepare them for jobs in demand industries using career pathways.

The STRIVE Future for the Future (SFF) Program Manual being synthesized with technical assistance and guidance from the Youth Development Institute (YDI) and MDRC, has been infused with the best practices and lessons learned from the seven (7) Affiliates that operated the STRIVE for the Future Program from 2013 to 2015. The SFF Program manual and the integrated STRIVE Future Leaders life skills and job readiness curriculum are at the foundation of the STRIVE Forward Juvenile Justice Initiative.

The core project components for these grants include: a) case management, including family supports; b) career mentoring; c) educational supports and interventions; d) service-learning activities; e) occupational training in demand industries which lead to industry-recognized credentials; f) workforce activities (Future Leaders workshop training) that lead to employment; g) follow-up activities; and h) expungement and diversion. The expungement and diversion components will be provided through the juvenile justice system (JJS) and non-profit legal services organizations.

STRIVE International is requiring all grantees to provide the expungement services and diversion component to participants, as appropriate, because there is some evidence that these two strategies are particularly effective in increasing the employability of youth who have had transgressions with the law. To support Affiliate delivery of this particular component, STRIVE has enlisted a uniquely qualified technical assistance provider, Youth Represent. However, to be successful in their application and service implementation grant applicants must collaborate with non-profit legal services providers to assist participants with expungement actions, and be designated by the JJS as a diversion program in their communities.

II. AWARD INFORMATION

A. AWARD TYPE AND AMOUNT

Funding will be provided in the form of grant. STRIVE plans to make between four (4) and six

(6) awards under this solicitation. Awards made under this announcement are subject to the availability of funds as determined by the total number and size of awards made.

Applicants must not exceed an \$8,000 cost-per-participant (CPP) for the duration of this grant, which includes administrative, planning, and follow-up costs. **The CPP is calculated by dividing the total grant amount proposed by the number of participants that complete the STRIVE Future Leaders workshop training.** Grantees must enroll and serve *at least* the number of participants identified in their application. Applicants requesting the maximum award amount must propose to serve at least the STRIVE required minimum number of participants listed below. The following examples demonstrate the STRIVE minimum number of participants that must be served with these funds:

- Affiliates requesting the **Maximum Award of \$1,000,000** must ensure that they can enroll and serve at least 195 participants, with at least 125 completing the STRIVE Future Leaders workshops.
- Affiliates requesting the **Minimum Award of \$664,000** must ensure that they can enroll and serve at least 130 participants, with at least 83 completing the STRIVE Future Leaders workshops.

B. PERIOD OF PERFORMANCE

STRIVE will fund these grants for up to a 36-month period of performance. This period includes all necessary implementation, start-up activities, and follow-up services. Currently, the anticipated start date is 10/15/2015.

The period of performance must include the following:

- A program operation period of up to 27 months; and
- A minimum of nine months of follow-up services provided to each participant.

III. ELIGIBILITY INFORMATION

A. ELIGIBLE APPLICANTS

Grant Applicants

Applicants must be STRIVE Affiliates in good standing with an executed and up-to-date Affiliation and Trademark Agreement on file.

Selection of Grantees

STRIVE will give priority to serving juvenile offenders currently residing in, or who resided in before confinement, high-poverty, high-crime communities. STRIVE Forward applicants are required to use the latest available American Community Survey 5-Year data to show in their proposals the cumulative poverty rate of the various Census Tracts or counties included in their target community, and to compare the violent crime rate of the police precinct that most closely

overlaps with the target area to the violent crime rate of the overall city (for urban areas) or of non-metropolitan counties in the state (for rural areas). Applicants with target areas of 30 percent or higher poverty rates, and violent crime rates higher than the violent crime rate of the overall city for urban areas or of non-metropolitan counties in the state for rural areas must receive 10 bonus points on a 100 point evaluation scale. To receive these bonus points, individual Census Tracts within proposed urban target communities may have

poverty rates of less than 30 percent, but the cumulative poverty rate for the community to be served must be at least 30 percent. Census Tracts that makeup the community to be served must be contiguous, and applicants must provide a table that shows the overall population and poverty population of each census tract in the target area and all census tracts combined and a map that shows that the community is contiguous. If the target area is an entire county applicants only need to show the overall population and the poverty population of the county, and no map is required. Instructions for accessing American Community Survey data for Intermediary grantees to include in their solicitations to select grantees are provided in Section F of Part VIII Other Information at the end of this solicitation.

Additionally, applicants are required to provide data from the local juvenile justice agency on the number of youth from the community who in the past year returned from juvenile correctional facilities, were placed on probation, were placed in alternative sentences, and the number of youth who are expected to return to the target community over the next two years. STRIVE imposes no requirements on the size of the population of the community to be served.

B. COST SHARING OR MATCHING

Cost sharing or matching funds are not required for this program and will not affect the scoring of an application. However, applicants must provide a description in the Budget Narrative of how Federal, state, local, or private funding will be leveraged and are currently leveraged (if applicable) to provide supportive services that are not directly funded by the grant, such as mental health and substance abuse treatment services, and housing. More information on leveraged resources can be found in Section IV.A.2. Applications that include any form of cost sharing or match will not receive additional consideration during the review process. Cost sharing or matching funds are not application screening criteria.

C. OTHER INFORMATION

I. Application Screening Criteria

Applicants should use the checklist below as a guide when preparing the application package to ensure that the application has met all of the screening criteria. Note that this checklist is only an aid for applicants and should not be included in the application package. Applicants are strongly

encouraged to use this checklist to ensure that the application contains all required items. If the application does not meet all of the screening criteria, it will not move forward through the merit review process and will not be considered for funding.

Application Requirements Checklist

| Application Requirement | Instructions | Complete? |
|--|------------------|-----------|
| Deadline submission requirements are met | Section IV.B | |
| Attachments are saved in the specified formats and with appropriate file names | Section IV.A.4 | |
| Expected Outcomes and Outputs Table | Exhibit A | |
| Application is within the minimum and maximum allowable funding amounts | Section II.A | |
| Application does not exceed the CPP of \$8,000 | Section II.A | |
| Signed SF-424, "Application for Federal Assistance," including DUNS number | Section IV.A.1 | |
| Registration with SAM | Section IV.A.1 | |
| SF-424A Budget Information Form | Section IV.A.2 | |
| Budget Narrative | Section IV.A.2 | |
| Project Narrative | Section IV.A.3 | |
| Abstract | Section IV.A.4.a | |
| Auditor's Report | Section IV.A.4.b | |
| MOU's or Letters of Commitment | Section IV.A.4.c | |

2. Eligible Participants

a) Individuals are eligible to participate in programs funded through this RFP if she/he:

- is at least 14 years and not older than 24 years of age on the date of enrollment;
- is currently involved or has ever been involved with the JJS, which includes:
 - under the supervision of the JJS, either in out-of-home placements, on probation, or on parole; or
 - under an alternative sentence by the juvenile justice system; or
 - under a diversion program as an alternative to juvenile prosecution by the JJS;
- has never been convicted as an adult under Federal, state or local/municipal law; and
- currently resides in (or resided in before confinement in a correctional facility) the community to be served.

b) Exceptions: Up to 10% of the population served may be at-risk youth who have no current or previous JJS involvement. Applicants must complete an assessment to determine if a participant can be placed in the "at risk" category. The assessment will look at whether the potential participant is a youth in grades 8 through 12 between the ages of 14 and 24 who is at-risk of dropping out of school. *Participants must also exhibit one or more of the following:*

- poor school attendance;

- low grade point average;

- low standardized test scores as defined by local school district;
- retention in the 8th, 9th, 10th, or 11th grades as appropriate;
- discipline problems or suspension from school;
- special education placement
- 504 plan recipient; and
- low reading and math skills

NOTE: Male participants age 18 or older are required to register for selective service before services can be provided. Grantees should determine eligibility of male participants aged 18 or older by accessing the Selective Service System at <https://www.sss.gov/regist%20information.htm>. If they turn 18 while participating, they must be registered within 30 days of their 18th birthday.

For additional guidance, including how this requirement applies to male participants who are incarcerated at the time of their 18th birthday, please see Training and Employment Guidance Letter (TEGL) 11-11, Change 2 clarifies the implementation of the Selective Service registration requirements of the Workforce Investment Act (WIA) of 1998 § 189(h) for grantees funded or authorized by Title I of WIA, located at http://wdr.STRIVEeta.gov/directives/attach/TEGL/TEGL_11-11_change2.pdf.

Grantees have the discretion to enroll individuals convicted of violent offenses. However, the grantee must have a clear and consistent written enrollment policy that addresses how enrollment of program applicants will be treated. Grantees may choose to have a more rigorous risk assessment for violent offenders and should note this where it will be factored into enrollment eligibility.

c) Veterans' Priority for Participants

Title 38 U.S.C. 4215 requires grantees to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by STRIVE. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To

August 12, 2015

STRIVE Forward Request for Proposal

obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with STRIVE guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by STRIVE. TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

IV. APPLICATION AND SUBMISSION INFORMATION

A. CONTENT AND FORM OF APPLICATION SUBMISSION

Applications submitted in response to this FOA must consist of four separate and distinct parts:

(1) the SF-424 “Application for Federal Assistance;” (2) Project Budget; (3) Project Narrative; and (4) attachments to the Project Narrative. It is applicants responsibility to ensure that the funding amount requested is consistent across all parts and sub-parts of the application.

I. SF-424, “Application for Federal Assistance”

Applicants must complete the SF-424, “Application for Federal Assistance” (available at <http://apply07.grants.gov/apply/FormLinks?family=15>). The SF-424 must clearly identify the applicant and must be signed by an individual with authority to enter into a grant agreement. Upon confirmation of an award, the individual signing the SF-424 on behalf of the applicant is considered the Authorized Representative of the applicant. As stated in block 21 of the SF-424 form, signature of the Authorized Representative on the SF-424 certifies that the organization is in compliance with the Assurances and Certifications form SF-424B (available at <http://apply07.grants.gov/apply/FormLinks?family=15>). The SF-424B is not required to be submitted with the application.

In addition, the applicant’s Authorized Representative’s signature in block 21 of the SF-424 form constitutes assurance by the applicant of compliance with the following requirements in accordance with 29 CFR 37.20.

As a condition to the award of financial assistance from the Department of Labor under Title I of the Workforce Investment Act of 1998 (WIA)ⁱ, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the WIA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I—financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

Requirement for DUNS Number

All applicants for Federal grant and funding opportunities are required to have a DUNS number, and must supply their DUNS Number on the SF-424. The DUNS Number is a nine-

digit identification number that uniquely identifies business entities. If an applicant does not have a DUNS Number, they can be obtained for free through the D&B website:

<http://fedgov.dnb.com/webform/displayHomePage.do>. As authorized under 2 CFR 25, grant recipients authorized to make subawards must be aware of the following requirements related to DUNS Numbers:

- No entity may receive an award or subaward from unless the entity has provided its DUNS number to STRIVE.

Requirement for Registration with SAM

Applicants must register with the System for Award Management (SAM) before submitting an application. Instructions for registering with SAM can be found at

<https://www.sam.gov/portal/public/SAM/#1>. A recipient must maintain an active SAM registration with current information at all times during which it has an active Federal award or an application under consideration. To remain registered in the SAM database after the initial registration, the applicant is required to review and update the registration at least every 12 months from the date of initial registration or subsequently update its information in the SAM database to ensure it is current, accurate, and complete. For purposes of this paragraph, the applicant is the entity that meets the eligibility criteria and has the legal authority to apply and to receive the award.

2. Project Budget

Applicants must complete the SF-424A Budget Information Form (available at <http://apply07.grants.gov/apply/FormLinks?family=15>). In preparing the Budget Information Form, you must provide a concise narrative explanation to support the budget request, explained in detail below.

Budget Narrative: The budget narrative must provide a description of costs associated with each line item on the SF-424A. It should also include a description of leveraged resources provided (as applicable) to support grant activities.

Use the following guidance for preparing the budget narrative:

Personnel – List all staff positions by title (both current and proposed). Give the annual salary of each position, the percentage of each position’s time devoted to the project, the amount of each position’s salary funded by the grant, and the total personnel cost for the period of performance. The minimum required staffing structure to operate a STRIVE Forward program includes the following: one (1) Future Leaders’ Workshop Facilitator; one (1) STRIVE Forward Program Manager (or Director); and two (2) or more STRIVE Forward dedicated youth case managers as appropriate for the requested number of youth to serve.

Fringe Benefits – Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, FICA, retirement, etc.

Travel – Specify the purpose, mileage, per diem, estimated number of in-state and out-of-state trips, and other costs for each type of travel. Applicants must include travel and incidental/per-

diem costs for two or three STRIVE Forward staff members to attend two (2) grant related trainings at STRIVE National's offices in New York City (for which STRIVE will cover lodging costs). Applicants must additionally allocate costs for travel, lodging, and per-diem incidentals for two or three STRIVE Forward staff members to attend a third grant related training.

Equipment – Identify each item of equipment to be purchased which has an estimated acquisition cost of \$5,000 or more per unit (or if your capitalization level is less than \$5,000, use your capitalization level) and a useful lifetime of more than one year (see 2 CFR 200.33 for the definition of Equipment). List the quantity and unit cost per item. Items with a unit cost of less than \$5,000 are supplies. In general, we do not permit the purchase of equipment during the last funded year of the grant.

Supplies – Supplies include all tangible personal property other than “equipment” (see 2 CFR 200.94 for the definition of Supplies). The detailed budget should identify categories of supplies (e.g. office supplies). List the quantity and unit cost per item.

Contractual – Identify each proposed contract and specify its purpose and estimated cost. If applicable, identify any subrecipient agreements, including purpose and estimated costs. See Section VI.B.2.f. for more information on the distinction between contractor and subrecipient.

Construction – Construction costs are not allowed and this line must be left as zero. Minor alterations to adjust an existing space for grant activities (such as a classroom alteration) may be allowable. We do not consider this as construction and the costs must be shown on other appropriate lines such as Contractual.

Other – List each item in sufficient detail for us to determine whether the costs are reasonable or allowable. List any item, such as stipends or incentives, not covered elsewhere here.

Indirect Costs – If indirect costs are included in the budget, then include either, a) the approved indirect cost rate with a copy of the Negotiated Indirect Cost Rate Agreement (NICRA), a description of the base used to calculate indirect costs along with the amount of the base, and the total indirect costs requested, or b) if you meet the requirements to use the 10% de minimis rate

as described in 2 CFR 200.414(f), then include a description of the modified total direct costs base (see 2 CFR 200.68 for definition) used in the calculation along with the amount of the base, and the total indirect costs requested based on the 10% de minimis rate.

See Section IV.C.1 for more information.

3. Project Narrative

a) Preparing the Project Narrative

The Project Narrative must demonstrate the Applicants' capability to implement the grant project in accordance with the provisions of this Announcement. It provides a comprehensive framework and description of all aspects of the proposed project. It must be succinct, self-explanatory, and well organized so that reviewers can understand the proposed project.

The Project Narrative is limited to 20 double-spaced single-sided 8.5 x 11 inch pages with Times New Roman 12 point text font and 1 inch margins. Any materials beyond the specified page limit will not be read or considered in the application review process. Applicants must number the Project Narrative beginning with page number 1.

The following instructions provide all of the information needed to complete the Project Narrative. Applicants should carefully read and consider each section, and include all required information in your Project Narrative. The Project Narrative will be evaluated using the evaluation criteria identified in Section V.A.

Applicants must use the same section headers identified below for each section of the Project Narrative:

(1) Statement of Need

Applicants must identify the geographic area in which the project will be located. The geographic area may be described as city or local area boundaries, zip codes, or other means of identifying the specific area where services will be provided. All applicants must identify the number of court-involved youth they propose to serve.

In addition, all applicants must respond to the items listed below and must submit a description of how they will ensure that these requirements are met in response to this solicitation.

- Describe the need for the selected training programs in your state(s) and /or local area(s) and identify the source of this information, such as Workforce Investment Boards (WIBs) or Workforce Development Boards (WDBs) business /industry groups or labor market projections.
- Indicate the number of court-involved youth in the target area in the previous year.

NOTE: *The number of participants expected to be served must be less than or equal to the number of court-involved youth in the target area in the previous year.*

As a participant in the Promise Zone (PZ) Initiative, STRIVE is cooperating with USDOL and the Department of Housing and Urban Development, Department of Agriculture, and 9 other federal agencies to support comprehensive revitalization efforts in 20 of the highest poverty urban, rural and tribal communities across the country. Applicants that submit a certification (**HUD Form 50153**) signed by an authorized representative of the lead organization of a HUD or USDA designated Promise Zone supporting the application will receive 2 points priority

consideration. Currently, Promise Zones are located in: San Antonio, Los Angeles, Philadelphia, Southeastern Kentucky, and the Choctaw Nation of Oklahoma. To view the most recent list of designated Promise Zones and lead organizations please go to www.hud.gov/promisezones.

(2) Expected Outcomes and Outputs

All applicants must identify the number of court-involved youth they plan to serve and provide measurable results, or outcomes, that will result from the project and meet STRIVE's outcome goals stated below. In addition, clearly identify the output(s) that will result from the project.

Outputs are tangible products or services that result from the project. For example, an output of a youth job training grant might be the number of youth receiving one-on-one mentoring services, while an outcome would be the number of youth who obtain or retain employment.

All Applicants

Complete and attach Exhibit **A—STRIVE Forward Expected Outcomes and Outputs**. This attachment does not count towards the 20 page limit.

(3) Project Design

Propose methods that will be used to implement the STRIVE for the Future Manual with fidelity within the proposed service area while addressing the stated outcomes and outputs and to provide the services discussed below. Outline a plan of action that describes the scope and detail of how the proposed work will be accomplished and includes timelines for completion of work. Account for all functions or activities identified in the application. Cite factors that might accelerate the work and state the reason for taking the proposed approach rather than other approaches. Identify any potential barriers and describe how the project will be able to overcome those barriers. Applicants must also describe which services will be directly provided by the grantee and which services will be contracted or provided by program partners. Applicants must also describe their integrated strategy for providing these services.

STRIVE Forward Key Program Components

Projects funded under these grants must utilize the STRIVE for the Future Program Manual and Future Leaders job readiness and life skills curriculum in their implementation of each of the eight core program components described below. The Future Leaders curriculum includes job-readiness training with a focus on developmentally appropriate levels of individual accountability and is aligned with Positive Youth Development. The Future Leaders' workshops address issues specifically relevant to justice involved youth, including teaching new social skills, stronger personal values, and ways to manage anger and aggression. It focuses on developing non-cognitive skills that participants need for job success, including: life skills training, job and school readiness activities, career development, computer literacy training, civics lessons, and conflict resolution. SF will prepare youth to succeed in school and community, providing training and support for them to enter and succeed in the labor market and avoid re-entering the criminal justice system.

The job-driven training elements should be incorporated into each component (for more information on job-driven training, see Training and Employment Guidance Letter 3-14 at:

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http://wdr.doleta.gov/directives/attach/TEGL/TEGL_3-14.pdf). Of these required core components, all participants must receive a minimum of the following mandatory components: case management, occupational training in demand industries which lead to industry-recognized credentials, workforce activities, either expungement or diversion services as appropriate, follow-up services, and mentoring embedded within service learning.

Educational interventions should be offered to participants as needed. All eight project components must be offered by all grantees and grantees, but not every participant needs to participate in all eight project components.

a. Case Management

Case management is integral to the STRIVE Future Leaders' model. Case managers at every Affiliate site must work 1-on-1 with clients to identify, secure, and align resources necessary to overcome barriers to success and employment, a wrap-around service that is essential for participants to succeed in STRIVE's programs and in the workplace. SF participants will be assigned a case manager at intake and will work with them to develop a strengths-based Individual Development Plan (IDP). The IDP must include an Individual Career Plan (ICP), a comprehensive assessment to determine needed supportive services including transportation, housing, mental health services, health care, anger management, and child care. At intake, case managers will note any need for disability or Limited English Proficiency (LEP) services to ensure that all participants receive the same high quality level of service. All applicants will be required to specify and justify their Case Manager-to-participant ratio and identify qualified, project-dedicated youth case managers. Applicants must create and build on established referral relationships with other organizations for services that they cannot offer.

As part of the pre-intake process, grantees must use an eligibility screening tool to refer ineligible youth to other service providers, prioritize Veterans in compliance with the *20 CFR Part 1010* regulations, and assess whether eligible youth age 18 or older have registered for the Selective Service System. If not, staff will help them register before they start receiving services.

The IDP should chart a path to a successful future and address participants' educational attainment, work experience, behavioral issues, justice system history, health concerns, and special skills and interests. This plan must identify the other adults in each youth's life with whom case managers will need to work closely in transitioning youth out of the JJS and into their communities, i.e., probation or parole officers, teachers, parents, and siblings.

Case management services must begin at the time of enrollment and be provided throughout the participant's participation in the program, including the follow-up period. Grantees will assist each participant in developing an Individual Career Plan (ICP) that includes strategies for upward mobility on career pathways and success in the workplace. The development of the ICP is part of larger Individual Development Plan (IDP) that must begin within 30 days of enrollment and

include steps to improve the participants' employability that extend through the follow-up period. ICPs should be developed as part of an *electronic portfolio* that youth can access after their participation in the STRIVE Forward program; these portfolios should be integrated with the state career information systems such as www.mynextmove.org; your states CareerZone website; etc.

Applicants must:

- Identify and provide justification for the ratio of case managers to participants and how the case managers will act as advocates for program participants, including the frequency of their interactions.
- Describe how case managers will work with JJS staff in serving participants and in linking them to supportive services, such as: transportation assistance, housing assistance, mental health services, vocational rehabilitation, substance abuse treatment services,

health care services, legal aid services, and organizations that assist with family reunification.

- Describe how case managers will partner with the JJS to record the progress of the participant and completion of the program to have their juvenile charges diverted (dismissed).
- Describe how case managers will validate that the participant's charge(s) have been successfully diverted or record the reason the charge(s) were not diverted.
- Describe how case managers will coordinate with other agencies and organizations to ensure that participants receive counseling in financial literacy, including benefits counseling for persons with disabilities; counseling about their civil rights, including civil rights issues related to criminal records and employment; assistance applying for jobs and Federal benefits such as Pell Grants, Supplemental Nutrition Assistance Program (SNAP), childcare, Medicaid, and, if the person has a disability, Supplemental Security Income/Social Security Disability Insurance, (SSI/SSDI) and the right to free and appropriate public education (if eligible under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act), and reasonable work accommodations under the Americans with Disabilities Amendments Act.
- Describe how case management services will bridge active program participation and the follow-up period to ensure adequate tracking of post-program outcomes and retention success for participants within the period of performance of the grant.
- Describe how participants will be assisted in developing STRIVE Forward Program goals, understanding academic and career pathway options, and developing an IDP.
- Describe how participants will be assisted in developing career goals, understanding career pathway options, and developing an ICP.
 - Describe how the mentoring and training received by the participants fits into the ICPs and ensures that each participant is focused on achieving his or her goals.
 - An ICP must be developed within 30 days of enrollment for each participant and must reflect the individual needs and career goals of the participant. This will include goals related to personal issues, such as counseling, substance abuse treatment, housing, disability disclosure, and child custody/support issues that can affect workplace success, as well as goals related directly to workforce development, such as continuing education, vocational training, and employment placement. The ICP is a living document and should be reviewed across all areas and updated regularly throughout the follow-up period for each participant.

b. Mentoring

Applicants are required to implement STRIVE's Active Career Exploration Mentor Model (ACE) and to employ a robust screening process that will include extensive interviewing and a background check to prevent the participation of sexual offenders and predators. The ACE Training will emphasize practice- and evidence-informed mentoring best practices, including

those described in publications by the Office of Juvenile Justice and Delinquency Prevention (OJJDP)'s National Mentoring Resource Center (which outlines Job Clubs as a youth mentoring

vehicle), the National Collaborative on Workforce & Disability for Youth, and Public/Private Ventures.

**Please Note: Guidance on effective implementation of the evidence-informed STRIVE Active Career Exploration (ACE) Mentor Model and associated ACE Projects will be detailed within the STRIVE for the Future Program Manual.*

The ACE Model connects successful local career and industry leaders, leveraging Affiliates' existing employer relationships, to provide STRIVE facilitated mentoring to justice-involved youth in structured classroom group sessions focused on career exploration, providing an exploratory 'job club' similar to those mentioned in *TEN 42-10*. Applicants must describe how they will identify Career Mentors to participate with the ACE Model in orientation and on ACE Projects. ACE will also incorporate screened and trained local business, community- and faith-based organization leaders, JJS staff, and college students as mentors who will accompany SF Participants on service learning projects relevant to their career and life pursuits. This hybrid approach will incorporate evidence-informed practices.ⁱⁱ Applicants must describe how they will match participants with appropriate mentors who will be primarily responsible for offering support and guidance to participants in the community and the workplace.

Grantees may provide mentoring in coordination with the JJS staff and, as necessary, with other juvenile justice offices. Mentoring resources may be available in the target community through Second Chance Act mentoring grants from the Department of Justice. Many types of organizations can provide mentors, such as faith-and community-based organizations, business firms, and college student groups. Applicants must specify their screening process and outline how they will recruit, train, and coordinate participant interaction with mentors in compliance with the best practices cited in OJJDP's *Elements of Effective Practice for Mentoring*. They must also explain their approach to matching mentors and mentees and expectations for mentors, including frequency, type, and method of interactions. The ACE monitoring tool will draw from *Measuring the Quality of Mentor-Youth Relationships* together with best practices identified by the STRIVE for the Future program sites as a means to ensure high-quality mentoring. Applicants are required to describe their experience in operating mentoring programs, the support that will be available to the mentoring teams, and the anticipated impact on school or work performance.

- For the purpose of this grant, mentoring is defined as a relationship over a prolonged period of time (at a minimum 6 months) between two or more people where caring volunteer mentors assist participants in successfully and permanently reentering their

communities by providing consistent support, guidance, and encouragement that helps participants in developing positive social relationships and achieving program outcomes such as job retention, family reunification, and reduced recidivism.

- Mentors do not include paid grant staff members that are providing services for the grant.

The following list summarizes some of the commonly-recognized best practices for operating an effective mentoring program:

- 1) targeted recruitment and thorough screening of appropriate career mentors/mentees;
- 2) customized training for mentors and mentees;
- 3) sound matching, monitoring, supervision, and retention procedures;
- 4) closure procedures that leave all participants satisfied;
- 5) process and outcome evaluation;
- 6) skilled and committed staff;

Specifically, applicants must:

- Describe the strategy for mentor recruitment. If appropriate, describe how other organizations may be involved in recruiting mentors for this project;
- Describe the method or tool used for matching mentors to participants;
- Describe how the mentor will engage with the participant(s) including frequency of interactions, type of contact, and method of interaction;
- Discuss the quality and comprehensiveness of the training to be provided to mentors and the strategy for support and supervision of mentors;
- Discuss the applicants' level of experience in operating mentoring programs;
- Discuss the supports that will be made available to the mentoring teams.

c. Educational Interventions

Applicants must describe the educational component(s) to be offered and/or coordinated, including the types of educational interventions and/or support, as well as identify the organizations that will provide these services.

Applicants or their specifically identified partner local organizations will provide a set of interventions to address the varying academic and skill levels of participants and link academics to career pathways and career goals.

The SF educational component must include: Workforce Contextualized Basic Literacy and Numeracy instruction, in which youth practice and enhance proficiency through instruction couched in real-world work scenarios; tutoring; study skills training; and the provision of homework space.

Services that support credit retrieval and remediation must also be coordinated, if not offered directly, as appropriate for each participants IDP. The educational supports and occupational skills training component should place high priority on supporting youth to obtain their high

school diploma (HSED), or, for youth who have already done so, to receive industry-recognized credentials. Applicants must devise personal learning plans, integrated with participants' IDPs, to help students set goals that they and program staff can understand and measure. For in-school youth, Applicants must focus on helping youth transition back into, remain in, and succeed in high school. Applicants must demonstrate partnerships with local high schools, as well as after-school and tutoring programs. Applicants must also demonstrate the methods they will use to keep youth engaged and supported in school, such as providing evening support, collaborating with teachers and parents, and identifying alternative schools. For out-of-school youth, grantees

will be required to coordinate pre-HSED classes that lead to numeracy and literacy gains (enabling participants to meet the necessary education requirements for occupational skills training) and HSED classes on or off-site, either directly or in partnership with local community-based organizations or educational facilities. Classes must be designed to meet the individual needs of ex-offender and high school dropout populations. Applicants must demonstrate that their instructors or partner organizations have the expertise to work with the population, are certified in their subject areas, maintain high expectations of students, use positive discipline techniques, and keep classroom experiences creative and interactive.

Specifically, grant applicants must:

- Describe how all of the following educational services will be provided, including how the applicant will address the varying academic levels of participants, which includes participants ages 14- 17, to improve their reading and math skills and obtain a high school diploma or other alternative diploma options; and to help older participants ages 18-24 to obtain a state-recognized high school equivalency credential. Some examples include
 - high school diploma or other state-recognized high school equivalency credential;
 - credit retrieval/compilation of credits from high schools and correctional facilities;
 - reading and math remediation;
 - tutoring; and
 - language instruction for those with Limited English Proficiency (LEP).
- Describe the strategy for engaging participants in setting educational goals and how it fits within the participant's IDP.
- Describe how the materials for the educational services will be made accessible and how **universal design for learning** will be an integral part of the services provided.
- Describe how youth with disabilities will receive accommodations to participate in these educational services.
- Describe the partnership between educational organization, applicant, and history of integrated service provision.

d. Service-Learning

Community-based service-learning projects provide substantive opportunities for youth to develop life and employment skills that are transferable to internships, vocational training, and to their lives after graduation from STRIVE programs. They are a hands-on opportunity for youth to apply newly developed job readiness skills and gain experience in basic work functions, such as showing up on time, adhering to a schedule, and following instructions. Equally important, by working together, youth build a sense of camaraderie while practicing teamwork. All applicants must offer service-learning projects (ACE Projects) that are aligned with their provision of

industry-recognized credentials and engage their ACE Mentors to all enrolled youth. Applicants must also describe how they will work with community organizations, such as conservation groups, service corps programs, and government agencies, to develop youth-oriented projects that relate to participants' vocational training while addressing community needs. These experiences provide opportunities for youth to develop relationships with other members of the local community, fostering a sense of belonging.

Applicants are required to describe how they will engage ACE Mentors in the orientation for program participants to the service learning projects, including addressing pertinent logistics and safety information while emphasizing the value to the community. All grantees must work with participants to additionally create youth-planned service learning projects. This approach will encourage participants' engagement with each other and program staff and foster attachment to and retention in the program.

Applicants' staffing plans must ensure adequate staff to provide thorough planning and active supervision of participants and case management support during the service project.

Specifically, Applicants must:

- Describe the length of time the applicant will request youth to commit to service-learning activities (*how many projects over what period of time*);
- Describe the kinds of service-learning activities that will engage youth in meaningful ways;
- Describe how occupational skills in growth industries will be integrated into the service-learning project;
- Describe how the development of leadership and work readiness" soft skills" will be supported;
- Describe how youth with disabilities will receive appropriate accommodations.
- Describe how the applicant will leverage community and employer relationships to engage ACE Mentors in the service-learning project's orientation session and industry aligned project.

e. Occupational Training in Demand Industries That Lead to Industry-Recognized STRIVE's occupational skills training programs are based on local labor-market data supplemented with real time feedback from regional employers on "in-demand" skills and credentials, garnered through industry-focused Employer Advisory Councils. Applicants are required to offer occupational skills training leading to industry-recognized credentials in demand industries that show significant growth and realistic employment prospects for youth, based on Bureau of Labor Statistics and local WIB data that they provide. SF skills training programs must be designed to develop educational and career pathways with credentials that are portable (honored, respected, and trusted by employers and educational institutions across locales) and stackable (short-term credentials with clear labor market and local employer value, which can be built upon in order to gain workforce and career advancement). These strategies have been shown to accelerate job market entrance and enhance motivation among young job seekers, while promoting career advancement. Applicants must describe how their occupational skills training programs are aligned with a Career Pathways framework that offers participants multiple entry and exit points (depending on their career and academic experience).

Applicants must briefly state or provide local labor market information to support the industries for which they will train and provide credentials. Implementing this component will require partnerships with Registered Apprenticeship programs, job training programs, vocational training programs, and/or community and four-year colleges. Applicants must describe how they will engage employers in the selection and development of the training programs. Employers are able to assist grantees in occupational skills training curriculum

development, as well as developing training programs that provide portable credentials across industries. All industry-recognized credentials must be attained by the end of the grant period of performance.

Specifically, applicants must:

- Describe the process and resources used to identify the selected training program(s) and the justification for the selection of the training programs.
- Describe how employers will participate in the selection and development of the training programs from program development, implementation, and ultimately, hiring participants.
- Describe how the training program will be implemented with Career Pathway alignment, including the type of instruction, when classes will be conducted, and any additional details about the curriculum and training materials and identify the type(s) and duration of the training programs offered that lead to credentials for in-demand industries.
- Describe how the curriculum materials will be made accessible to learners of all levels and how **universal design** will be an integral part of the occupational training.
- Identify the types of credentials that will be attained by participants as a result of completing the training since these are demonstration and pilot grants, grantees will have flexibility to identify and utilize industry-recognized credentials that are relevant to their identified career pathways. *There may be some credentials offered that do not fit the rigorous standards of TEGL 15-10, located at <http://wdw.doleta.gov/directives/attach/TEGL15-10.pdf>.*

Specifically, applicants are required to engage local and regional employers and industry associations in designing training programs that are aligned and responsive to local hiring needs, using the “Checklist for Job-Driven Training” (in USDOL’s ETA Training and Employment Guidance Letter No. 3-14) and to encourage employers to host interns and potentially hire them. Applicants may offer training programs in-house or in partnership with training providers.

SF participants will be encouraged to participate in skills training. The trainings’ length and depth will vary based on participants’ ages, educational needs, career interests, and employment goals. Applicants must specify the number of youth to be served, demonstrating low staff-to-participant ratios. Applicants may determine the frequency and structure of the components, and will identify how the curriculum and materials will be made accessible.

f. Workforce Activities That Lead to Employment

All applicants must utilize STRIVE's Future Leaders Job-Readiness and Life Skills training curriculum (to be released to Affiliates by December 2015. Affiliates that begin service delivery prior to December 2015 will be able to access DRAFT STRIVE curriculum.

STRIVE's Future Leaders curriculum is tailored for use with at-risk and justice-involved youth within the SFF Manual that will prepare all participants in grantee programs for their entrance into the professional workplace, post-secondary opportunities, and future success with an emphasis on non-cognitive and soft skills such as personal accountability, punctuality,

appropriate attire, timely completion of work and other professional standards, such as teamwork, problem-solving and communication. The training catalyzes changes in participants' attitude toward authority, culture, and peers that enable them to succeed in educational, vocational, and workplace settings. Applicants may deliver the Future Leaders training through individual and team-based assignments, in-class exercises, and classroom seminars, and include topics such as workplace etiquette, résumé writing and interview techniques, Basic Microsoft Office Suite, role-plays of meetings and presentations, public speaking, and exposure to professional and career paths. Applicants must engage an experienced youth classroom facilitator to lead the Future Leaders workshops and this should be reflected in the SF Budget.

All SF participants that successfully complete the Future Leaders training workshops and a grantee-determined number of ACE Mentor lead Service Learning projects should be encouraged to pursue a STRIVE Forward coordinated, monitored, and subsidized internship. Applicants must specify age-appropriate internship, apprenticeship, and other job placement opportunities intended to help youth experience the connection between school and career success while increasing their future employability, as well as their strategy for supporting youth in their internship and job placements. Internship intensity (hours per-week) and duration (number of weeks) should reflect those in the forthcoming SFF Manual, which STRIVE anticipates being between approximately 8-20 hours per week, for 6-8 weeks long. Applicants must specify assessment and matching criteria, and outline and explain the rationale for participant stipends, incentives, or payments (a stipend and incentive schedule should be articulated in the budget narrative). Applicants must describe how they will work with employers to ensure that work experiences will reinforce skills and increase participants' workforce attachment.

g. Follow-Up Services

Follow-up resources help youth work through their challenges adapting to the workplace, integrating a job into other areas of their lives, working to advance, and remaining out of the JJS. SF participants must receive follow-up support—including coaching, mentoring, educational and supportive services referrals, career guidance, job placement, access to counseling services, and help managing practical issues like transportation and work clothing—from Case Managers for at least 9 months and up to 2 years to maximize their chances of retention in school, training

programs, or jobs. Follow-up services should be delivered to each participant by their Case Manager, providing continuity for JJS-involved youth, who are more typically shuttled among staff and many providers. These retention services should be delivered face-to-face in home, employer, school, or office settings, as well as through phone contact, mailings, and group activities.

Follow-up services must be provided for a minimum of nine months for each participant and must be completed by the end of the performance period of the grant. Applicants should use evidence-informed practices to support participants in successfully interacting in their community.

Specifically, applicants must:

- Describe the follow-up services that will be provided. Follow-up services may include: regular contact with participants to ensure retention in employment and/or school; assistance in addressing work-related or school-related problems; assistance in securing better paying jobs or career development; further education; leadership development; referrals to peer support groups; mentoring; and tracking progress made by participants in employment and/or education after training.
- Describe the efforts that will be made to ensure follow-up services are provided to participants for a minimum of nine months during the grant performance period.
- Describe the frequency and intervals of contact with participants during the follow-up component of the program

h. Expungement and Diversion Services

STRIVE has enlisted the expertise of Youth Represent (www.youthrepresent.org), one of the pre-eminent organizations in the nation specializing in providing no-cost legal services and guidance to justice system-involved youth, to provide training and technical assistance to grantees as they position themselves to become recognized as official Diversion programs within the JJS and to coordinate local expungement services for eligible youth.

Recognizing that court-involved youth need legal representation during *and* after their court-involvement to help them overcome legal barriers, Youth Represent (YR) provides on-going, comprehensive legal services to hundreds of youth annually. YR provides technical assistance to support criminal and re-entry legal representation to youth through age 24 who are currently involved or are experiencing legal problems because of past involvement in the criminal justice system to help them break down the legal barriers to economic self-sufficiency, employment, housing, education, and family stability.

YR will support grantees to identify local community-based nonprofit legal services for their participants, since many local legal resources will have more experience in courts than working with young people. YR, as a sub-contracted Technical Assistance provider to STRIVE, will work directly with SF sites, training on best practices for working with justice system-involved youth. YR will help grantees understand and apply pertinent local laws and regulations to establish themselves as Diversion Programs, and will develop a rubric to assist sites in determining who to refer for expungement. YR will support grantees in refining, assessing, and tracking the efficacy and impact of their work with justice-involved youth.

For the purposes of the SF Program, expungement is defined as the elimination of information held by courts or law enforcement agencies connecting an individual with juvenile justice involvement. Given the number of youth with a juvenile record and the increasing availability of those records, expungement has increasingly been considered an important vehicle for mitigating the myriad of negative consequences that flow from a delinquency adjudication.

Grant applicants must describe how they will address the issues listed below;

- Their state or local laws and/or regulations for expungement;
- How the applicants program will address these legal and/or regulatory requirements;
- How the applicant will screen and identify participants that are appropriate for expungement; and
- How the applicant will track and assess the progress of the participant working with the legal service provider to submit the best possible request for expungement to the juvenile court authorities.

The opportunity for diversion occurs at the state or local pre-sentencing juvenile court division, which include: juvenile court judges, assistant district attorneys, and sometimes, pre-sentencing case workers. The concept of diversion is based on the theory that processing certain youth through the juvenile justice system may do more harm than good, because it inadvertently stigmatizes and ostracizes them for having committed relatively minor acts that may have been more appropriately handled outside the formal system (Lundman, 1993).

All applicants must describe how they will address the issues listed below;

- Their state or local area's requirements to be designated as a diversion program;
- How their program of services including supportive services supports their state or local area's requirement for a diversion program;
- How they will identify and engage with the JJS to ensure that the JJS refers diversion candidates to their programs; and
- How they will track and assess the progress of the participant to ensure they meet the criteria for diversion as prescribed by the referring juvenile court authority.

(4) Organizational, Administrative, and Fiscal Capacity

Provide information on the applicant organization's current mission, structure, staffing, and relevant experience. Describe how these factors contribute to the ability of the organization to conduct the program requirements and meet program expectations. Include information about any organization(s) under contract with the applicant that will have a significant role in implementing the project. Describe the fiscal and administrative controls in place to properly manage grant funds.

Include the organization's capability to sustain some or all project activities after STRIVE's financial assistance has ended.

All applicants must also:

- Describe the organizations prior (or documented ability to secure) coordination and

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collaboration with the state and local juvenile justice court staff, which may include: pre-sentencing juvenile court division, juvenile court judges, assistant district attorneys, or pre-sentencing case workers, for the provision of diversion services.

- Describe the coordination and/or collaboration with the state or local juvenile justice courts and local non-profit legal services providers for the provision of expungement services.

Required Program Collaborations

Required Organizations:

Applicants must describe their past and projected collaboration with the three required organizations listed above.

Applicants must provide signed and dated Letters of Commitment or Memoranda of Understanding (MOU) that identifies the relationship with each organization and demonstrates each organization's commitment to fulfill, at a minimum, the collaboration activities listed for each type of organization

- **Juvenile Justice System (JJS):** The agreement must include the methods of recruiting participants and coordinating service delivery with JJS, including for the purposes of diversion.
- **Public Workforce System:** The agreement must be with the American Job Center formerly called the One-Stop Career Centers, or the Local Workforce Investment Board (WIB) Workforce Development Board (WDB) and must include the coordination of workforce services, which may include the following services: assistance with resume writing, career exploration, referral to supportive services, support of paid and/or unpaid work experience, OJT, internships, summer jobs, apprenticeships, and unsubsidized full and part-time employment placement assistance.
- **Non-profit Legal Services Centers:** *The agreement must provide participants with assistance in expunging juvenile records and other allowable services.*

Additional Program Collaboration

Applicants are encouraged to work with additional organizations beyond the required collaborations above. Below is a list of organizations that could play a role in improving program operations. Collaboration with these additional organizations is not required, and grantees are not limited to those listed below.

All Applicants

Applicants that have are planning to do substantive grant related work with additional program partners and have identified said partners within their application must provide signed and dated Letters of Commitment or Memoranda of Understanding that identify the applicant's relationship with each of these organizations and demonstrate each organization's commitment to fulfill at a minimum the collaboration activities indicated for each type of organization listed above.

Additional Organizations:

- **Employers.** Although employers are not required collaborators at the time of application, we strongly encourage applicants to include them as key collaborator in their program development and implementation.

- **Housing assistance programs.** Although not required, any agreement with housing assistance programs must include referral by the applicant to collaborating organizations that provide assistance with securing temporary or permanent housing for program participants.
- **Mental health treatment centers.** Any agreement must include referral by the applicant to organizations that provide assessments and mental health treatment for program participants.
- **Substance abuse treatment centers.** Any agreement must include referral by the applicant to counseling and substance abuse treatment for eligible program participants.
- **Child Support Enforcement Agencies.** Any agreement must include collaboration with agencies to assist with issues related to non-custodial parents.
- **Legal Aid Services.** Any agreement must include services that are used on behalf of a participant that are related to the purposes of this grant, which include: securing a driver's license, creating and/or modifying child support orders, helping parents in obtaining and retaining visitation or custody of their children, and helping victims of domestic violence by obtaining protective and restraining orders.
- **Social Services Agencies.** Any agreement must include providing assistance to participants in any of the following areas, but are not limited to these areas: securing food, transportation, clothing, child and family services, or medical assistance.
- **Vocational Rehabilitation Services.** Any agreement must be used to support participants with disabilities in participating in training and employment programs.
- **Alternative Education Providers.** Any agreement must provide services and instruction that help adult participants attain a high school diploma or state High School Equivalency credential.
- **Post-Secondary Education Institutions.** Any agreement must provide

(5) Past Performance – Programmatic

Capability Past Performance

Applicants must provide the following performance data, as an attachment to the Project Narrative for their most recently-completed grant similar in size, scope, and relevance to the proposed program that has been completed within the last five (5) years, as of the closing date of this Announcement (includes federally or non-federally funded assistance agreements; federally funded assistance agreements include Federal grants and cooperative agreements but not Federal contracts):

- Applicants must also provide the project grant number along with the name, title, organization, e-mail address, and telephone number of an individual from the previous grantor entity or agency who has oversight for the program referenced above and can verify the information stated by the applicant; and
- The Auditor's Report for the most recently completed independent audit, completed within three (3) years of the application due date.

STRIVE International reserves the right to confirm this information for all applicants.

a - Performance Goals:

Applicants must submit a chart of past performance that identifies two (2) performance goals and the actual performance results for the most recently-completed grant, as specified above. If available, new applicants should use the performance metrics most similar to: employment/education placement and degree/certificate attainment. In the chart, applicants must identify the total number of participants enrolled in the program, the expected level of performance for each goal, and the actual outcomes for each goal displayed as both a fraction (i.e., the numerator equal to the number of program participants who achieved the identified metric and the denominator equal to the total program participants eligible for the identified metric) and a percentage. Applicants will receive points based on past performance demonstrated in the attached performance chart.

b - Fiscal Viability:

Fiscal viability indicates that an organization has the ability to responsibly and efficiently utilize STRIVE / Department resources to serve program participants throughout the entire grant period of performance. Applicants will receive points for fiscal viability as demonstrated in the Auditor’s Opinion recorded in the Auditor’s Report.

4. Attachments to the Project Narrative

In addition to the Project Narrative, you must submit attachments. All attachments must be clearly labeled as Attachments. Only those attachments listed below will be excluded from the page limit. You must submit your application in one package because documents received separately will be tracked separately and will not be attached to the application for review. Save all files with descriptive file names of 50 characters or less and be sure to only use standard characters in file names: A-Z, a-z, 0-9, and underscore (_). File names may not include special characters (e.g. &, -, *, %, /, #), periods (.), blank spaces or accent marks, and must be unique (i.e., no other attachment may have the same file name). An underscore (example: my_Attached_File.pdf) may be used to separate a file name.

Required Attachments

The following attachments must be included with the application package and the failure to do so will cause the application package to be screened out.

a. **Abstract:** Applicants must submit an up to two-page abstract summarizing the proposed project, including, but not limited to, the scope of the project and proposed outcomes. The proposed project must include the applicant's name, project title, a description of the area to be served, number of participants to be served, the total cost per participant, and the funding level requested. The Abstract is limited to two-page double-spaced single sided 8.5x11 inch pages with 12 point text font and 1 inch margins.

Applicants must include: 1) a description of the overall project and program model, 2) the number of proposed participants, 3) the average cost per participant, 4) the geographic area to be served, 5) the types of training provided and expected credential attainment, 6) a description

of required and additional collaborative organizations, and 7) a description of the proposed outcomes of the project.

- b. The **Auditor's Report** for the most recently completed independent audit, completed within three (3) years of the application due date.
- c. **Memoranda of Understanding** and/or Letters of Commitment from *required* program partners as discussed in Section IV.B.4.

Requested Attachments

The following attachments are requested, but their omission will not cause the application to be screened out. If the omission of the attachment will impact scoring, such an impact will be noted in the description of the attachment.

- d. Indirect Cost Rate Agreement: If an applicant is requesting indirect costs based on a Negotiated Indirect Cost Rate Agreement approved by their Federal Cognizant Agency, then attach the most recently approved Agreement. (For more information, see Section IV.B.2. and Section IV.E.1.) This attachment does not impact scoring of the application.
- e. Documentation from the Internal Revenue Service that verifies the applicant's non-profit 501(c)(3) status. All applicants applying as a non-profit must submit this verification even if the applicant is a current STRIVE International grantee and documentation is assumed to be on file.
- f. Memoranda of Understanding and/or Letter of Commitment of additional program partners, if applicable, as discussed in Section IV.4.B.3 (for applicants applying for community grants.)
- g. HUD Form 50153 signed by an authorized representative of the lead organization of a HUD or USDA designated Promise Zone supporting the application (Community Grants Applicants only if applicable).

B. SUBMISSION DATE, TIMES, PROCESS AND ADDRESSES

The closing date for receipt of applications under this Announcement is **September 11th, 2015**.

Applications must be submitted either by email or via SHAREFILE.

Applications submitted via email or on SHAREFILE must also be successfully submitted (as described below) no later than 5:00:00 p.m. Eastern Time on the closing date. Applicants are cautioned that applications should be submitted before the deadline to ensure that the risk of late receipt of the application is minimized.

Applications can be emailed to:

Greg Wise Senior

National Director

Gwise@striveinternational.org

Applications can be uploaded to ShareFile via a formal email request sent to:

Greg Wise Senior

National Director

Gwise@striveinternational.org

**ShareFile uploads will ensure that Applications are submitted in their entirety. Applications submitted via email risk being undelivered by STRIVE's email server in the event that they exceed the maximum file attachment size.*

Applications sent by USPS, telegram, or facsimile (FAX) will not be accepted.

No exceptions to the mailing and delivery requirements set forth in this notice will be granted. Further, documents submitted separately from the application, before or after the deadline, will not be accepted as part of the application.

Late Applications: For applications submitted via email or on SHAREFILE, only applications that have been successfully submitted no later than 5:00 p.m. Eastern Time on the closing date and then successfully validated will be considered.

Applicants take a significant risk by waiting to the last day to submit through SHAREFILE.

C. FUNDING RESTRICTIONS

All proposed project costs must be necessary and reasonable and in accordance with Federal guidelines. Determinations of allowable costs will be made in accordance with the Cost Principles, now found in the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), codified at **2 CFR Part 200**. Disallowed costs are those charges to a grant that the grantor agency or its representative determines not to be allowed in accordance with the Cost Principles or other conditions contained in the grant. Applicants, whether successful or not, will not be entitled to reimbursement of pre-award costs.

I. Indirect Costs

As specified in the Uniform Guidance Cost Principles, indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. An indirect cost rate is required when an organization operates under more than

one grant or other activity, whether Federally-assisted or not. You have two options to claim reimbursement of indirect costs.

Option 1: You may use a NICRA or Cost Allocation Plan (CAP) supplied by the Federal Cognizant Agency. If you do not have a NICRA/CAP or have a pending NICRA/CAP, and in either case choose to include estimated indirect costs in your budget, at the time of award the Grant Officer will release funds in the amount of 10% of salaries and wages to support indirect costs. Within 90 days of award, you are required to submit an acceptable indirect cost proposal or CAP to your Federal Cognizant Agency to obtain a provisional indirect cost rate. (See Section IV.A.4. for more information on NICRA submission requirements.)

Option 2: Any organization that has never received a negotiated indirect cost rate, with the exceptions noted at **2 CFR 200.414(f)** in the Cost Principles, may elect to charge a de minimis rate of 10% of modified total direct costs (see 2 CFR 200.68 for definition) which may be used indefinitely. If you choose this option, this methodology must be used consistently for all Federal awards until such time as you choose to negotiate for an indirect cost rate, which you may apply to do at any time.

(See 2 CFR 200.414(f) for more information on use of the de minimis rate.)

2. Administrative Costs

Under this RFP, an entity that receives a grant to carry out a project or program may not use more than 10 percent of the amount of the grant to pay administrative costs associated with the program or project. Administrative costs could be direct or indirect costs, and are defined at 20 CFR 667.220.2 Administrative costs do not need to be identified separately from program costs on the SF-424A Budget Information Form. However, they must be tracked through the recipient's accounting system. To claim any administrative costs that are also indirect costs, the applicant must obtain an Indirect Cost Rate Agreement from its Federal Cognizant Agency or be eligible to use the 10% de minimis rate, as specified above.

3. Salary and Bonus Limitations

None of the funds appropriated under the heading "Employment and Training" in the appropriation statute(s) may be used by a recipient or sub-recipient 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. This limitation does not apply to contractors providing goods and services as defined in the Audit Requirements of the OMB Uniform Guidance (see 2 CFR 200 Subpart F). Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients 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 Public Law 113-76, Division H, Title I, section 105, and Training and Employment Guidance Letter number 05-06 for further clarification:

http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

4. Use of Grant Funds for Participant Wages

Organizations that receive grants through this RFP may use grant funds to pay for the wages of participants where the objective assessment and Individual Career Plan indicate that work experiences are appropriate. Further, the provision of stipends to training enrollees for the purposes of wage replacement is an allowable cost under this RFP. Payment may take the form of wages or stipends. Stipends are generally provided to participants for participating in classes and training. Wages are compensation services performed for an employer. Grantees must comply with WIA section 181 and 20 CFR 667.272 of the WIA regulations, which detail the applicable wage and labor standards. If paying participants a stipend, grantees must maintain documentation on how the amount for the stipend was set and the parameters governing its

distribution. Grantees providing wages or stipends to participants should be aware of the implications under IRS provisions. Please consult www.irs.gov for more information.

In addition, grantees are authorized to provide incentive payments to youth. WIA Sec. 129(a)(5) authorizes incentive payments to youth for recognition and achievement tied to training activities and work experiences. Incentive payments must be tied to the goals of the grant. The organization must have policies and procedures in place governing the award of incentives and the incentives provided under the grant must be in alignment with these organizational policies. In addition, incentive payments are generally considered miscellaneous compensation and are taxable. Please consult www.irs.gov for more information. Under this RFP, grantees can use no more than 1.5% of the award for incentive payments.

Needs-related payments are a form of supportive services which are paid directly to participants or to other entities to cover specific items of cost incurred by the participant for allowable services that enable the individual to participate in the activity or program. See 20 CFR 663.815. Up to 1.5% of grant funds awarded under this RFP may be used to provide needs-related payments similar to those authorized under WIA to assist participants with costs related to transportation, child care, food or other household items, such as paying utility bill to prevent shut off. Needs-related payments should be tied directly to the cost identified and must be documented to support both the participant’s need for the service as well as the actual transaction. Grantees must have a consistent policy in place on the provision of needs-related payments.

V. APPLICATION REVIEW INFORMATION

A. CRITERIA

STRIVE has instituted procedures for assessing the technical merit of applications to provide for an objective review of applications and to assist Applicants in understanding the standards against which your application will be judged. The evaluation criteria are based on the information required in the application as described in Sections IV.B.2. (Project Budget) and IV.B.3. (Project Narrative). Reviewers will award points based on the evaluation criteria described below:

| Criterion | Points (maximum) |
|-----------|---------------------|
|-----------|---------------------|

| | |
|--|----|
| 1. Statement of Need (See Section IV.A.3.a.(1) Statement of Need) | 5 |
| 2. Expected Outcomes, and Outputs (See Section IV.A.3.a.(2) Expected Outcomes and Outputs) | 5 |
| 3. Project Design (See Section IV.A.3.a.(3) Project Design) | 50 |
| 4. Organizational, Administrative, and Fiscal Capacity (Section IV.A.3.a.(5) Organizational, Administrative, and Fiscal Capacity) | 16 |

| | |
|--|------------|
| 5. Past Performance – Programmatic Capability (See Section IV.A.3.a.(6) Past Performance – Programmatic Capability) | 19 |
| 6. Budget and Budget Justification (See Section IV.A.2 Project Budget) | 5 |
| TOTAL | 100 |
| Priority Consideration (Community Grants Only) - Application has the support of the lead organization in a designated Promise Zone | 2 |

1. Statement of Need (up to 5 points)

This criterion indicates the extent to which the application demonstrates a comprehensive understanding of the need and the consequences of not addressing the need, based on the quantitative and qualitative information provided.

Community grant applicants will be rated on the following:

- The extent to which the applicant identifies and justifies the geographic area in which the project will be located and the extent of the statistical justification that the target area is in need of these services. (Up to 2 points)
- The extent to which the applicant statistically justifies the proposed number of participants to serve, and demonstrates that there is a sufficient pool of participants to recruit into the program. (Up to 1 point)
- The extent to which the applicant demonstrates the need for the selected training program in the state and/or local area. (Up to 2 points)

2. Expected Outcomes and Outputs (up to 5 points)

- Grant applicants will be rated on the extent to which the expected outcomes and outputs are realistic, clear, and consistent with the expressed need.

3. Project Design (up to 50 points)

Community grant applicants will be rated on:

- The comprehensiveness and effectiveness of the applicant’s approach to providing the required eight core program components, including the incorporation of the job-driven training elements (Up to 40 points):
 - case management (Up to 5 points)
 - mentoring (Up to 5 points)
 - educational interventions (Up to 5 points)
 - service-learning (Up to 5 points)
 - occupation training that leads to industry recognized credentials (Up to 5 points)
 - workforce activities that lead to employment (Up to 5 points)
 - follow-up services (Up to 5 points)
 - expungement and diversion (Up to 5 points)

- The clarity and effectiveness of the work plan. (Up to 5 points)

- The extent to which the application demonstrates how external barriers to meeting stated goals will be addressed; and the strength of the strategies described to ensure that the stated goals are met. (Up to 5 points)

4. Organizational, Administrative, and Fiscal Capacity (up to 16 points)

Grant applicants will be rated on:

- The extent to which the organization and the proposed partners have the capacity to carry out the proposed project. The level of qualifications and experience of personnel to fulfill the needs and requirements of the proposed project. (Up to 3 points)
- The strength of the fiscal and administrative controls to properly manage Federal funds. The capability of the organization to sustain project activities after Federal financial assistance ends. (Up to 3 points)
- The strength of the required program partnership with the JJS, workforce system, and non-profit legal services centers as demonstrated by Letters of Commitment or Memoranda of Understanding. (Up to 5 points)
- The strength of the additional program partnership with any additional organizations as demonstrated by Letters of Commitment or Memoranda of Understanding. (Up to 5 points)

5. Past Performance – Programmatic Capability (up to 19 points) Past

Performance (Up to 19 points)

All applicants must provide grantor contact information on the performance chart attachment.

Applicants that do not provide this information will receive 0 points for subsections a-c below.

a) Performance Goals (Maximum 8 points)

- Applicants that met or exceeded both performance goals for their most recently completed grant will receive 8 points for this subsection.
- Applicants that met or exceeded one performance goal but did not meet the other performance goal will receive 4 points for this subsection.
- Applicants that did not meet either performance goal will receive 0 points for this subsection.

b) Fiscal Viability (Maximum 3 points):

- Applicants that provide an auditor’s report with an Unqualified Opinion will receive 3 points.
- Applicants that provide an auditor’s report with a Qualified Opinion will receive 1 point.

- Applicants that provide an auditor’s report with an Adverse Opinion, a Disclaimer of Opinion, or no Opinion will receive 0 points for this sub-criterion.

6. Budget and Budget Justification (up to 5 points)

The extent to which the budget is reasonable based on the activities outlined in the project narrative.

Priority Consideration (2 points)

Application has the support of the lead organization in a designated Promise Zone as evidenced by HUD Form 50153 will be awarded two priority consideration points.

B. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

I. Administrative Program Requirements

All grantees will be subject to all applicable Federal laws, regulations—including the OMB Uniform Guidance, and the terms and conditions of the award. The grant(s) awarded under this RFP will be subject to the following administrative standards and provisions:

- a. Non-Profit Organizations, Educational Institutions, and State, Local and Indian Tribal Governments – 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- b. Profit Making Commercial Firms – Federal Acquisition Regulation (FAR) – 48 CFR part 31 (Cost Principles), and 2 CFR Part 200 (Administrative Requirements).
- c. All recipients must comply with the applicable provisions of The Workforce Investment Act of 1998, Public Law No. 105-220, 112 Stat. 936 (codified as amended at 29 U.S.C. 2801 et seq.) and the applicable provisions of the regulations at 20 CFR660 et seq.3 Note that 20 CFR part 667 (general fiscal and administrative rules) includes unsuccessful applicant appeal information.
- d. All entities must comply with 29 CFR Part 93 (New Restrictions on Lobbying), 29 CFR Part 94 (Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)), 29 CFR Part 98 (Governmentwide Debarment and Suspension, and drug-free workplace requirements), and, where applicable, 2 CFR Part 200 (Audit Requirements).
- e. 29 CFR Part 2, subpart D—Equal Treatment in Department of Labor Programs for Religious Organizations, Protection of Religious Liberty of Department of Labor Social Service Providers and Beneficiaries.
- f. 29 CFR Part 31—Nondiscrimination in Federally Assisted Programs of the Department of Labor—Effectuation of Title VI of the Civil Rights Act of 1964.
- g. 29 CFR Part 32—Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance.
- h. 29 CFR Part 35— Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from the Department of Labor.

- i. 29 CFR Part 36—Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.

- j. 29 CFR Part 37 – Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998.
- k. 29 CFR Parts 29 and 30—Labor Standards for the Registration of Apprenticeship Programs, and Equal Employment Opportunity in Apprenticeship and Training, as applicable.
- l. General Terms and Conditions of Award—See the following link:
<http://www.STRIVEeta.gov/grants/pdf/15StandTermsConds.pdf>
- m. Special Terms and Conditions of Award- Requirement for ETA Evaluation: See Section VI.B.4. ETA Evaluation

2. Other Legal Requirements:

- a. Religious Activities
The USDOL and STRIVE notes that the Religious Freedom Restoration Act (RFRA), 42 U.S.C. Section 2000bb, applies to all Federal law and its implementation. If an applicant organization is a faith-based organization that makes hiring decisions on the basis of religious belief, it may be entitled to receive Federal financial assistance under Title I of the Workforce Investment Act and maintain that hiring practice even though Section 188 of the Workforce Investment Act⁴ contains a general ban on religious discrimination in employment. If a faith-based organization is awarded a grant, the organization will be provided with information on how to request such an exemption.
- b. Lobbying or Fundraising the U.S. Government with Federal Funds
In accordance with Section 18 of the Lobbying Disclosure Act of 1995 (Public Law 104-65) (2 U.S.C. 1611), non-profit entities incorporated under Internal Revenue Service Code Section 501(c) (4) that engage in lobbying activities are not eligible to receive Federal funds and grants. No activity, including awareness-raising and advocacy activities, may include fundraising for, or lobbying of, U.S. Federal, State or Local Governments (see 2 CFR 200.450 for more information).
- c. Transparency Act Requirements
You must ensure that you have the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. Law 109-282, as amended by section 6202 of Pub. Law 110-252) (Transparency Act), as follows:
 - Except for those excepted from the Transparency Act under sub-paragraphs 1, 2, and 3 below, you must ensure that you have the necessary processes and systems in place to comply with the sub-award and executive total compensation reporting requirements of the Transparency Act, should they receive funding.
 - Upon award, you will receive detailed information on the reporting requirements of the Transparency Act, as described in 2 CFR Part 170, Appendix A, which can be found at the following website: <http://edocket.access.gpo.gov/2010/pdf/2010->

22705.pdf.

The following types of awards are not subject to the Federal Funding Accountability and Transparency Act:

1. Federal awards to individuals who apply for or receive Federal awards as natural persons (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name);
2. Federal awards to entities that had a gross income, from all sources, of less than \$300,000 in the entities' previous tax year; and
3. Federal awards, if the required reporting would disclose classified information.

d. Safeguarding Data Including Personally Identifiable Information (PII)

Applicants submitting applications in response to this RFP must recognize that confidentiality of PII and other sensitive data is of paramount importance to the Department of Labor and must be observed except where disclosure is allowed by the prior written approval of the Grant Officer or by court order. By submitting an application, you are assuring that all data exchanges conducted through or during the course of performance of this grant will be conducted in a manner consistent with applicable Federal law and TEGL NO. 39-11 (issued June 28, 2012). All such activity conducted by ETA and/or recipient/s will be performed in a manner consistent with applicable state and Federal laws.

By submitting a grant application, you agree to take all necessary steps to protect such confidentiality by complying with the following provisions that are applicable in governing their handling of confidential information:

1. Applicants must ensure that PII and sensitive data developed, obtained, or otherwise associated with STRIVE/USDOL ETA funded grants is securely transmitted.
2. To ensure that such PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via e-mail or stored on CDs, DVDs, thumb drives, etc., must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant and National Institute of Standards and Technology (NIST) validated cryptographic module. Applicants must not e-mail unencrypted sensitive PII to any entity, including ETA or contractors.
3. Applicants must take the steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from unauthorized *disclosure*. Applicants must maintain such PII in accordance with the STRIVE / ETA standards for information security described in TEGL NO. 39-11 and any updates to such standards we provide to you. If applicants wish to obtain more information on data security should contact STRIVE.
4. Applicants must ensure that any PII used during the performance of your grant has been obtained in conformity with applicable Federal and state laws governing the confidentiality of information.
5. Applicants further acknowledge that all PII data obtained through your STRIVE/ETA

grant must be stored in an area that is physically safe from access by unauthorized persons at all times and the data will be processed using recipient issued equipment, managed information technology (IT) services, and designated locations approved by STRIVE/ETA. Accessing, processing, and storing of ETA grant PII data on personally owned equipment, at off-site locations e.g., employee's home, and non-recipient

managed IT services, e.g., Yahoo mail, is strictly prohibited unless approved by STRIVE/ETA.

6. Applicants' employees and other personnel who will have access to sensitive/confidential/proprietary/private data must be advised of the confidential nature of the information, the safeguards required to protect the information, and that there are civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal and state laws.
7. Applicants must have policies and procedures in place under which your employees and other personnel, before being granted access to PII, acknowledge their understanding of the confidential nature of the data and the safeguards with which they must comply in their handling of such data as well as the fact that they may be liable to civil and criminal sanctions for improper disclosure.
8. Applicants must not extract information from data supplied by STRIVE/ETA for any purpose not stated in the grant agreement.
9. Access to any PII created by the STRIVE/ETA grant must be restricted to only those employees of the grant recipient who need it in their official capacity to perform duties in connection with the scope of work in the grant agreement.
10. All PII data must be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal or any other means. Data may be downloaded to, or maintained on, mobile or portable devices only if the data are encrypted using NIST validated software products based on FIPS 140-2 encryption. In addition, wage data may only be accessed from secure locations.
11. PII data obtained by the recipient through a request from STRIVE/ETA must not be disclosed to anyone but the individual requestor except as permitted by the Grant Officer or by court order.
12. Applicants must permit STRIVE/ETA to make onsite inspections during regular business hours for the purpose of conducting audits and/or conducting other investigations to assure that you are complying with the confidentiality requirements described above. In accordance with this responsibility, you must make records applicable to this Agreement available to authorized persons for the purpose of inspection, review, and/or audit.
13. Applicants must retain data received from STRIVE/ETA only for the period of time required to use it for assessment and other purposes, or to satisfy applicable Federal records retention requirements, if any. Thereafter, applicants agree that all data will be destroyed, including the degaussing of magnetic tape files and deletion of electronic data.

e. Record Retention

Applicants must be prepared to follow Federal guidelines on record retention, which require you to maintain all records pertaining to grant activities for a period of at least three years from the date of submission of the final expenditure report. See 2 CFR 200.333-.337 for more specific information, including information about the start of the record retention period for awards that

are renewed quarterly or annually, and when the records must be retained for more than three years.

f. Use of Contracts and Sub-awards

Applicants must abide by the following definitions of contract, contractor, sub-award, and sub-recipient:

Contract: Contract means a legal instrument by which a non-Federal entity (defined as a state, local government, Indian tribe, institution of higher education (IHE), nonprofit organization, for-profit entity, foreign public entity, or a foreign organization that carries out a Federal award as a recipient or subrecipient) purchases property or services needed to carry out the project or program under a Federal award. The term as used in this RFP does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward (see definition of Subaward below).

Contractor : Contractor means an entity that receives a contract as defined above in Contract.

Sub-award: Sub-award means an award provided by a pass-through entity (defined as a non-Federal entity that provides a sub-award to a sub-recipient to carry out part of a Federal program) to a sub-recipient for the sub-recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A sub-award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Sub-recipient: Sub-recipient means a non-Federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A sub-recipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

g. Closeout of Grant Award

Any entity that receives an award under this Announcement must close its grant with STRIVE International at the end of the final year of the grant.

REPORTING

Applicants must agree to meet STRIVE reporting requirements. Monthly financial reports, quarterly progress reports, and MIS data must be submitted by the recipient electronically. Other reports may be required to be submitted to STRIVE on occasion beyond those listed below. You must agree to provide the reports and documents listed below:

1) Monthly Financial Reports

A Monthly Financial Status Report is required until such time as all funds have been expended or the grant period has expired. Monthly reports are due 15 days after the end of each calendar month. On the final Financial Status Report, you must include any subaward amounts so we can calculate final indirect costs, if applicable. You must use

STRIVE's Reporting System and information and instructions will be provided to grantees.

2) Quarterly Performance Reports

You must submit a quarterly progress report within 20 days after the end of each calendar year quarter. The report must include quarterly information on grant activities, performance goals, and milestones. The last quarterly progress report will serve as the grant's Final Performance Report. This report must provide both quarterly and cumulative information on the grant activities. It must summarize project activities, employment outcomes and other deliverables, and related results of the project, and must thoroughly document the training or labor market information approaches that you used. We will provide you with formal guidance about the data and other information that is required to be collected and reported on either a regular basis or special request basis. All performance data should be entered into the STRIVE MIS Database which will be customized for the SF Program. A Quarterly Narrative Report detailing all accomplishments, new developments, and challenges faced will be due to STRIVE as well.

VIII. OTHER INFORMATION

B. REENTRY RESOURCES

The National Institutes of Corrections maintains a number of web-based resources that may be of assistance for applicants. Information may be accessed at <http://nicic.gov/?q=women+reentry>. The Council of State Governments Justice Center, in collaboration with the Center for Employment Opportunities, the Departments of Labor and Justice, and the Annie E. Casey Foundation recently released a white paper on integrating reentry and employment strategies using a resource allocation and service-matching tool. The white paper introduces the Resource Allocation and Service-Matching Tool, which is based on two key dimensions—an individual's risk of reoffending (criminogenic risk) and job readiness. There are four groupings that result from assessing individuals under correctional control along these dimensions. Each group can be assigned a combination of employment program components and service delivery strategies that are tailored to individuals' risk for criminal activity and complemented by corrections

interventions. For more information on this tool, the white paper can be found at:

http://csgjusticecenter.org/wp-content/uploads/2013/09/Final.Reentry-and-Employment.pp_.pdf.

Juvenile Correctional Education Guidance. Secretary Duncan and Attorney General Holder released a Correctional Education Guidance Package to inform the efforts of states, school districts, and juvenile justice facilities that serve system-involved youth. This guidance package builds on recommendations in the My Brother’s Keeper Task Force Report to the President to “reform the juvenile and criminal justice systems to reduce unnecessary interactions for youth and to enforce the rights of incarcerated youth to a quality education.” The following components make up the package:

- Guiding Principles for Providing High-Quality Education in Juvenile Justice Secure Care Settings, jointly issued by the Departments of Justice and Education.

- Dear Colleague Letter on Individuals with Disabilities Education Act for Students with Disabilities in Correctional Facilities, issued by Education’s Office of Special Education and Rehabilitative Services.
- Dear Colleague Letter on Civil Rights of Students in Juvenile Justice Residential Facilities, issued by Justice’s Civil Rights Division and Education’s Office for Civil Rights.
- Dear Colleague Letter on Access to Federal Pell Grants for Students in Juvenile Justice Residential Facilities, issued by Education’s Office of Postsecondary Education. ED also released a question and answer document for institutions of higher education and factsheet for students clarifying that otherwise eligible youth who are confined in juvenile justice facilities are eligible to receive Federal Pell Grants

C. WEB-BASED RESOURCES

DOL maintains a number of web-based resources that may be of assistance to applicants. For example, the CareerOneStop portal (<http://www.careeronestop.org>), which provides national and state career information on occupations; the Occupational Information Network (O*NET) Online (<http://online.onetcenter.org>) which provides occupational competency profiles; and America's Service Locator (<http://www.servicelocator.org>), which provides a directory of our nation's One-Stop Career Centers.

D. INDUSTRY COMPETENCY MODELS AND CAREER CLUSTERS

ETA supports an Industry Competency Model Initiative to promote an understanding of the skill sets and competencies that are essential to an educated and skilled workforce. A competency model is a collection of competencies that, taken together, define successful performance in a particular work setting. Competency models serve as a starting point for the design and implementation of workforce and talent development programs. To learn about the industry-validated models visit the Competency Model Clearinghouse (CMC) at <http://www.careeronestop.org/CompetencyModel>. The CMC site also provides tools to build or customize industry models, as well as tools to build career ladders and career lattices for specific regional economies.

Career Clusters and Industry Competency Models both identify foundational and technical competencies, but their efforts are not duplicative. The Career Clusters link to specific career pathways in sixteen career cluster areas and place greater emphasis on elements needed for curriculum performance objectives; measurement criteria; scope and sequence of courses in a program of study; and development of assessments. Information about the sixteen career cluster areas can be found by accessing: www.careerclusters.org.

E. WORKFORCE3ONE RESOURCES

- I. We encourage you to view the information gathered through the conference calls with Federal agency partners, industry stakeholders, educators, and local practitioners. The information on resources identified can be found on Workforce3One.org at: <https://www.workforce3one.org/find/?sr=1&ps=20&sort=5>.

2. We encourage you to view the online tutorial, “Grant Applications 101: A Plain English Guide to ETA Competitive Grants,” available through Workforce3One at: http://www.workforce3one.org/page/grants_toolkit.
3. We created Workforce System Strategies to make it easier for the public workforce system and its partners to identify effective strategies and support improved customer outcomes. The collection highlights strategies informed by a wide range of evidence such as experimental studies and implementation evaluations, as well as supporting resources such as toolkits. We encourage you to review these resources by visiting <http://strategies.workforce3one.org/>.
4. We created a technical assistance portal at <https://etareporting.workforce3one.org/page/financial> that contains online training and resources for fiscal and administrative issues. Online trainings available include, but are not limited to, Introduction to Grant Applications and Forms, Indirect Costs, Cost Principles, and Accrual Accounting.

F. DIRECTIONS FOR USING AMERICAN COMMUNITY SURVEY DATA Directions for using the American Community Survey Data to Identify Poverty Level of Target Area for Intermediary Grantees to include in their Solicitation to be held after Grant Award to Select Sub-Grantees are as follows:

1. Begin at the Census Bureau web site at <http://www.census.gov> .
2. Sometimes there is a pop-up advertisement for Census Bureau products. If so, click on X to close the advertisement.
3. At the very bottom of the first page in the blue background under “Find Data” click on American Factfinder.
4. On the American Factfinder page in the middle of the page under “What We Provide” click on American Community Survey Get Data.
5. On the American Community Survey page, under “Refine Your Search Results” type in S1701 2012 5-Year. Then click on “Go”.
6. The file S1701 Poverty Status the Last 12 Months 2012 ACS 5-Year Data will come up and check the box for this data set.
7. On the left side of page click on <Geographies>. The “Select Geographies” box will come up with four tabs: List, Name, Address and Map.
8. Click on <Map>. A map of the United States will come up.
 5. On the map of the United States, click on the desired state. A map of the state will appear.
9. To the left of the map under the “Find a Location” tab you will see “Search for a geographic areas”. Type in the name of your city and click Go.
10. A list appears with the city you wanted included in the list as well as other places in the state with the same. Click on your selected city. A map of your city will come up.

11. To the left of the map, click on <Boundaries and Features> and then select the 5th choice, <Census Tracts>. Make sure to click both boxes, then click on <Update> at the very bottom of the drop-down box.
12. After you click on update you will be at the bottom of the page. Scroll up so that you can see the map. The map of your city will now display census tracts.
13. You will probably need to zoom in on the map by clicking on the “+” at the top of the zoom scroll bar inside the map to make the census tract numbers legible. Use the “+” on the scroll bar inside the map and not the “+” in the blue border above the map.
14. To pan around the map, use the arrow keys inside the map above the zoom scroll bar.
15. Under the <Select Geographies> tab to the left of the map, click on the down arrow and select the 6th option, <Census Tracts>.
16. Next, locate the blue rectangle box and click on the dot point, the first choice. Your cursor now becomes a pointer.
17. Move your pointer over the map and click on each desired census tract(s) to be included in your targeted service delivery area. To conform to grant requirements the census tracts that you select must be contiguous. At times you may need to zoom in further to see street boundaries.
18. The selected census tracts will appear gray on the map and be listed to the left of the map. To remove a census tract from the list, click on the blue X.
19. When you are satisfied with your selections, click on <Add to Your Selections> to the immediate left of the map. Your selected census tracts will now appear as yellow on the map.
20. Next, click on < Topics> located to the left of the map. There will be a Dialogue Box pop up. Just click on the <X> to close the Dialogue Box.
21. Then click on the title of the data file that you previously selected Poverty Status in the Last 12 Months 2012 ACS 5-Year Estimates, ID # S1701.
22. A table will display the poverty data for the Census Tracts that you selected. Use only the first row of data showing overall poverty numbers for each Census Tract. Use the first column, the total population of the Census Tract and the third column, the number below poverty. Use the directional arrows on the table to move from Census Tract to Census Tract.
23. Do not look at the poverty rate of each Census Tract. Rather, create your own table with a column showing the total population of each census tract and a column showing the number in poverty in each Census tract. Add up each column and divide the total number in poverty in all of the Census Tracts by the total population of all of the Census Tracts to compute the poverty rate of the entire target community.
24. To save your work thus far, Click on <**Bookmark**> at the top of table. You will be given two choices—to either Create Bookmark or to Save Query. You may as well do both. First, click on Create a Bookmark and then click on add when given a prompt. This will save your work on your Favorites Bar. Second, select **Save Query**. Then click on Save when given the prompt and you will be given the chance to browse your computer’s files to get to the file where you want to save your work just as you would if you were saving any other document. Then hit Save.

25. If the overall poverty rates of the Census Tracts you selected is above 30 percent, you are done. Print the table from the Census web site and go back and print the map and submit the Census table and the map with your application. You do not need to show the street boundaries on the map that you include in your application, but for your own later use you can use the zoom feature of the map to identify the streets that serve as the boundaries of the target area. In almost all cases streets forming the boundaries of census tracts will be shown if you zoom in close enough. In a few cases the map will not show the name of a particular street and you will have to use a street map or actually drive through the target area to identify the boundary street.
26. If the overall poverty rate of the Census Tracts you selected is less than 30 percent, you need to go back and add or delete Census Tracts. At the top of the page with your table, click on **Back to Search**. This will take you back to the page with the **Your Selections** box. Below the Your Selections box, click on **<Geographies>**. Then, at the top of the Geographies page, click on **<Maps>**. This will take you back to the map that you have been working on.
27. You can proceed to add Census Tracts by clicking on additional points on the map and clicking on **Add to Your Selections**. To delete a Census Tract simply click on the red X next to the Census Tract in the **Your Selections** box. Again, as you add and delete Census tracts, the target area needs to remain contiguous.
28. Once you have added and deleted the Census Tracts, repeat steps 20 through 23 to access the table showing the poverty rates of your new set of Census Tracts. Again, click on **Bookmark** at the top of the table and select both Create Bookmark and **Save Query** to save your work.
29. To retrieve a Bookmark after you have saved it simply go to your Favorites bar and click on the item. To retrieve a Query go to www.Census.gov and on the Census Bureau home page in the bottom of the page in the blue background under “Find Data” click on American Factfinder. Then in the bottom right hand corner of the **American FactFinder** home page click on **<Load Query>**, and then click on the Browse prompt to find the work that you saved on your computer.

ⁱ The Workforce Innovation and Opportunity Act (“WIOA,” Public Law 113-128) was signed into law on July 22, 2014. Most provisions of WIOA become effective July 1, 2015. Grants awarded under this FOA are authorized by the Workforce Investment Act of 1998 (WIA), and the terms of the WIA will apply to these grants for the life of the grants. Post-release services provided by the community-based AJCs, which are not funded under this grant, will be subject to WIOA.

ⁱⁱ *Mentoring: A Proven Delinquency Prevention Strategy, How to Build a Successful Mentoring Program Using Elements of Effective Practice for Mentoring; A Toolkit for Program Managers*

Exhibit A--STRIVE Forward Expected Outcomes and Output

| | | Affiliate Outcome Projections | | |
|---|--|--------------------------------------|-------------------------------------|-------------|
| | | Outcomes for Minimum Award of \$664k | Outcomes for Maximum Award of \$1MM | A P O |
| STRIVE Forward Program Enrollment | | 130 | 195 | |
| Workforce Activities including STRIVE Future Leaders Workshop training, career counseling, internships, resume building, etc. | | 130 | 195 | |
| Future Leaders Training Graduates* | *Source of the Cost-Per-Participant (CPP) | 83 | 125 | |
| Occupational Skills Training (OST) in demand industries which leads to industry-recognized credentials | | 104 | 156 | |
| Industry-Recognized Certificate/Degree Earned | | 78 | 117 | |
| College and Career Placement | | 25 | 38 | |
| College and Career Placement Retention | | 13 | 19 | |
| Educational Support Services (Interventions) | | 59 | 89 | |
| Secondary School Retention | | 44 | 67 | |
| High School Diploma or Equivalency Earned | | 13 | 20 | |
| Case Management | | 130 | 195 | |
| Active Career Exploration (ACE) Projects Service Learning | | 104 | 156 | |
| ACE Mentoring Services | | 104 | 156 | |
| Mentoring Retention (for 6-months) | | 99 | 148 | |
| Legal Support Services (Pathways to Justice Initiative) | (e.g. Legal Counseling, Criminal Record Mitigation, RAP sheet review and clean-up, etc.) | 104 | 156 | |
| Diversion Services | Assumes that 20% of youth will be enrolled as diversion candidates. | 16 | 23 | |
| Expungement Services | Assumes that Legal Support Services will identify that 20% of those they serve are eligible for expungement services | 12 | 19 | |
| Follow-Up Services | All enrolled youth will receive follow-up services | 130 | 195 | |
| Recidivism | Assumes that 80% of those enrolled meet US DOL's definition for inclusion in the Recidivism Rate. | 16 | 23 | |

Instructions: Please note that your Proposed Outcomes should fall either at, or in-between, the Outcomes for the Minimum and Maximum Award while maintaining an appropriate ratio of the total STRIVE Forward Portfolio.

Service / Measure

N

otes

**STRIVE anticipate an approximate ratio of 70/30 In-School (ISY) to Out-of-School Youth (OSY) enrollment regardless of age. Of the In-School-Youth enrolled STRIVE anticipates an approximate ratio of 75/25 youth 17-and-Under to 18-and-Older.*

The STRIVE Forward funding opportunity is made possible by a grant from the U.S. Department of Labor's Employment and Training Administration. CFDA No. 17.270

SCHEDULE "B"

Agency Name: _____

Please respond to the following. If more room is necessary to provide an adequate response, please feel free to attach additional pages.

- *Experience providing the services requested by this RFP*
- *Experience providing services requested by this RFP to New York counties of similar size to Westchester County.*
- *Membership in appropriate professional organizations.*
- *Expertise of individuals who Proposer has identified as the individuals who will provide the services to the County.*
- *Price proposal for services*

SCHEDULE "C"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color," as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No

_____ Yes

Please note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered "Yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

- _____ Black persons having origins in any of the Black African racial groups
- _____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race
- _____ Native American or Alaskan native persons having origins in any of the original peoples of North America
- _____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

SCHEDULE "D"

REFERENCES

- a.** Firm Name
- b.** Address
- c.** Year Firm was founded
- d.** Total Number of Employees in Firm
- e.** References: Indicate three (3) current client references for similar services, include
 - 1)** Client Name
 - 2)** Client Address
 - 3)** Contact Name, Title and Telephone Number
 - 4)** Description of Services

SCHEDULE "E"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

A potential County consultant must complete this form as part of the proposed County contract.

- 1.) Are any of the employees that the Consultant will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the Consultant or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an **interest**¹ in the Consultant or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

By signing below, I hereby certify that I am authorized to complete this form for the Consultant.

Name: _____

Title: _____

Date: _____

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

SCHEDULE "F"

CONSULTANT **CRIMINAL BACKGROUND DISCLOSURE** **INSTRUCTIONS**

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure ("Persons Subject to Disclosure") include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, subcontractors, Sublessess, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.² Accordingly, you are required to complete the attached Criminal Background Disclosure Form and Certification.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

² For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1-2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer³. The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

³ Procuring Officer” shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

Contract #: _____
Name of Consultant, Contractor, Lessee, or Licensee: _____

CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to “consultant, contractor, lessee, or licensee” to mean “subconsultant, subcontractor, sublessee, or sublicensee” and check here: _____

I, _____, certify that I am a principal or a
(Name of Person Signing Below)

representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to complete and execute this Criminal Background Disclosure Form and Certification. I certify that I have asked each Person Subject to Disclosure the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**

- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are:

1. _____
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled “REFUSED to Answer - Continued.”)

I certify that the names and titles of Persons Subject to Disclosure who answered “Yes” to **either of the** questions above are:

1. _____
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled “YES Answers - Continued.”)

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has **been convicted of a crime(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who **is subject to a pending criminal charge(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By my signature below, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.

It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name: _____

Title: _____

Date: _____

Notary Public

Date

SCHEDULE "G"

THIS AGREEMENT made the _____ day of _____, 20__ by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereafter the "County")

and

_____, having an office and principal place of business at _____

(hereinafter the "Consultant")

FIRST: The Consultant shall provide various services in support of the STRIVE® Forward Juvenile Justice Initiative for the Westchester County Department of Social Services, as more particularly described in Consultant's proposal dated _____, 20__ which is attached hereto and made a part hereof as Schedule "A" (the "Work"). The Work shall be carried out by the Consultant in accordance with current industry standards and trade practices.

A list of key personnel of the Consultant, who shall be responsible for the implementation of this Agreement, is set forth in Schedule "A". The Consultant shall provide the County with prior written notice of any proposed changes in key personnel, and the (***FILL IN HEAD OF DEPT***) or his/her duly authorized designee (the "***FILL IN DIRECTOR/COMMISSIONER***") shall have sole discretion to approve or disapprove of any such personnel changes.

SECOND: The term of this Agreement shall commence on _____, 20__ and shall terminate on _____, 20__, unless terminated earlier pursuant to the provisions of this Agreement.

The Consultant shall report to the County on its progress toward completing the Work, as the Director may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: For the Work to be performed pursuant to Paragraph "FIRST," the Consultant shall be paid an amount not to exceed _____(\$_____) DOLLARS, payable in accordance with the budget in Schedule "B", which is attached hereto and made a part hereof. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Consultant for out-of-pocket expenses or disbursements made in connection with the Work to be performed hereunder.

The Consultant shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Consultant exceed the not-to-exceed amount set forth above.

FOURTH: Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Consultant as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the County shall find cause to withhold payment in the course of such audit or the Consultant fails to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

Unless the County shall, in writing, advise the Consultant to the contrary, the Consultant shall retain all financial records related to this Agreement for a period of six (6) years after the expiration or termination of this Agreement.

FIFTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to

the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

SIXTH: (a) The County, upon ten (10) days notice to the Consultant, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Consultant shall be compensated and the County shall be liable only for

payment for services already rendered under this Agreement prior to the effective date of termination at the rate specified in Schedule "A", which rate shall be prorated to the actual date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Consultant shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Consultant shall direct any approved proposers to do the same.

In the event of a dispute as to the value of the Work rendered by the Consultant prior to the date of termination, it is understood and agreed that the Director shall determine the value of such Work rendered by the Consultant. The Consultant shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Consultant of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Consultant of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Consultant. Without limiting the foregoing, upon written notice to the Consultant, repeated breaches by the Consultant of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

SEVENTH: The Consultant agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C", the Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out

of the performance or failure to perform hereunder by the Consultant or third parties under the direction or control of the Consultant; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

EIGHTH: The Consultant represents and warrants that all prices quoted herein for the work to be performed hereunder have been arrived at by the Consultant independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services.

NINTH: The Consultant expressly agrees that neither it nor any contractor, proposer, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Consultant acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

TENTH: The Consultant shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Consultant as an employer of labor. The Consultant shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, proposers and others employed to render the Work hereunder.

ELEVENTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as

Schedule "D" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Consultant agrees to complete the questionnaire attached hereto as Schedule "D", as part of this Agreement.

TWELFTH: All records or recorded data of any kind compiled by the Consultant in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Director. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

Notwithstanding the foregoing, all deliverables created under this Agreement by the Consultant are to be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

THIRTEENTH: The Consultant shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Consultant shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent

of the County is void. All subcontracts that have received such prior written consent shall provide that subconsultants are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Consultant that for the purposes of this Agreement, all Work performed by a County-approved subconsultant shall be deemed Work performed by the Consultant and the Consultant shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

All subcontracts for the Work shall expressly reference the subconsultant's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Consultant. The Consultant shall obtain a written acknowledgement from the owner and/or chief executive of subconsultant or his/her duly authorized representative that the subconsultant has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Consultant shall include provisions in its subcontracts designed to ensure that the Consultant and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subconsultant necessary to review the subconsultant's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Consultant shall submit to the Director a letter signed by the owner and/or chief executive officer of the Consultant or his/her duly authorized representative certifying that each and every approved subconsultant is in compliance with the material terms and conditions of the Agreement.

FOURTEENTH: The Consultant and the County agree that the Consultant and its officers, employees, agents, contractors, proposers and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Agency covenants and agrees that neither the Agency nor any of its officers, employees, agents, contractors, proposers and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

FIFTEENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

SIXTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), to the addresses as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

with a copy to:

Westchester County Attorney
Michaelian Office Building
148 Martine Avenue, Room 600
White Plains, New York 10601-3311

To the Consultant:

SEVENTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed

or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

EIGHTEENTH: In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

NINETEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

TWENTIETH: The Consultant recognizes that this Agreement does not grant it the exclusive right to perform the Work for the County and that the County may enter into similar agreements with other agencies on an "as needed" basis.

TWENTY-FIRST: The Consultant expressly agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it. The Consultant shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Consultant shall also use all reasonable means to avoid any appearance of impropriety.

The Consultant represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Agency to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Agency) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or

any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

TWENTY-SECOND: In an effort to avoid conflicts of interest and the appearance of impropriety in County contracts, the Consultant agrees to complete the Disclosure Form attached hereto as Schedule "E". In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Consultant agrees to notify County in writing within ten (10) business days of such event.

The Consultant shall also have each approved subconsultant complete this questionnaire and shall advise the subconsultant of the duty to report any changes to the information contained therein to the Consultant within ten (10) business days of such event and such information shall be forwarded by the Consultant to the County.

TWENTY-THIRD: The Consultant agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as Schedule "F" through "F-5" which is hereby incorporated by reference.

TWENTY-FOURTH: **VENDOR DIRECT PAYMENT:** All payments made by the County to the Consultant will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Successful consultants doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule "G". Payments will be automatically credited to the Consultant's designated bank account at the Consultant's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be

credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Consultant to the Department of Finance prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any successful Consultant that fails to return the completed authorization form(s) prior to execution of the contract may be considered non-responsive and the contract may be rejected.

TWENTY-FIFTH: The Consultant represents that, as a material element of this agreement, and prior to the rendering of any services to the County, it has filed with the Westchester County Clerk an instrument in the form attached hereto as Schedule "H". In addition, the Consultant hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

TWENTY-SIXTH: Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Schedule "I". Therefore, the Consultant agrees, as part of this Agreement, to complete the form attached hereto as Schedule "I".

TWENTY-SEVENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

TWENTY-EIGHTH: If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWENTY-NINTH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the County of Westchester and the Consultant have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____

Name:

Title:

By: _____

Name:

Title:

Approved as to form
and manner of execution

County Attorney
County of Westchester

SCHEDULE "G-1"

CONTRACT SCHEDULE "A"
SCOPE OF SERVICES

[SCOPE OF SERVICES WILL BE INSERTED HERE]

SCHEDULE "G-2"

CONTRACT SCHEDULE "B"
BUDGET

[BUDGET WILL BE INSERTED HERE]

SCHEDULE "G-3"

CONTRACT SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Consultant)

1. Prior to commencing work, the Consultant shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Consultant and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Consultant shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Consultant to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Consultant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Consultant concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Consultant until such time as the Consultant shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Consultant shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

(e) Consultant's Professional Liability. The Consultant shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

3. All policies of the Consultant shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Consultant.

SCHEDULE “G-4”

CONTRACT SCHEDULE “D”

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR**

As part of the County’s program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A “business enterprise owned and controlled by women or persons of color” means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise (“MBE”) or women business enterprise (“WBE”) pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term “persons of color,” as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No

_____ Yes

Please note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered "Yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

- _____ Black persons having origins in any of the Black African racial groups
- _____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race
- _____ Native American or Alaskan native persons having origins in any of the original peoples of North America
- _____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

SCHEDULE "G-5"

CONTRACT SCHEDULE "E"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

A potential County consultant must complete this form as part of the proposed County contract.

- 1.) Are any of the employees that the Consultant will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the Consultant or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an **interest**⁴ in the Consultant or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

By signing below, I hereby certify that I am authorized to complete this form for the Consultant.

Name: _____

Title: _____

Date: _____

⁴ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 5.) His/her spouse, children and dependents, except a contract of employment with the County;
- 6.) A firm, partnership or association of which such officer or employee is a member or employee;
- 7.) A corporation of which such officer or employee is an officer, director or employee; and
- 8.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

SCHEDULE “G-6”

CONTRACT SCHEDULE “F”

CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- c.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- d.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure (“Persons Subject to Disclosure”) include the following:

- c.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, subcontractors, Sublessess, or Sublicensees who are providing services to the County, and
- d.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.⁵ Accordingly, you are required to complete the attached Criminal Background Disclosure Form and Certification.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person’s right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work

⁵ For these disclosures, a “crime” or “pending criminal charge” includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

or services to the County or from being on County property if any such person has:

- d.) A conviction of a crime(s);
- e.) A pending criminal proceeding for a crime(s); or
- f.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1–2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- c.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- d.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer⁶. The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

⁶ Procuring Officer” shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

Contract #: _____
Name of Consultant, Contractor, Lessee, or Licensee: _____

CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to “consultant, contractor, lessee, or licensee” to mean “subconsultant, subcontractor, sublessee, or sublicensee” and check here: _____

I, _____, certify that I am a principal or a
(Name of Person Signing Below)

representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to complete and execute this Criminal Background Disclosure Form and Certification. I certify that I have asked each Person Subject to Disclosure the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**
- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are:

1. _____
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled “REFUSED to Answer - Continued.”)

I certify that the names and titles of Persons Subject to Disclosure who answered "Yes" to **either of the** questions above are:

1. _____
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled "YES Answers - Continued.")

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has **been convicted of a crime(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 7.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 8.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 9.) Please provide the date and place of each conviction.
- 10.) Please provide your age at the time of each crime for which you were convicted.
- 11.) Please provide the legal disposition of each case.
- 12.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who **is subject to a pending criminal charge(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 4.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 5.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 6.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By my signature below, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto

County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.

It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name: _____

Title: _____

Date: _____

Notary Public

Date

SCHEDULE "G-7"

CONTRACT SCHEDULE "G"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**

SCHEDULE "G-8"

CONTRACT SCHEDULE "H"

Index No.

STATE OF)
) ss.:
COUNTY OF)

_____, being duly
(Name)

sworn, deposes and says under penalty of perjury that the following statements are true:

1. I am the _____
(Title, Officer, Partner, Owner, etc.)

of _____ (the "Consultant")
(Name of Consultant)

which has been retained by the County of Westchester to provide consultant services in connection with _____

2. The Consultant agrees that it has no interest and will not acquire any interest direct or indirect, that would conflict in any manner or degree with the performance of services to be rendered to Westchester County.

3. The Consultant, further agrees that, in the rendering of services to the County, no person having any such interest shall be employed by it.

4. I make this Affidavit on behalf of the Consultant with its full knowledge and consent, pursuant to the requirements of Local Law No. 3-1988 of the Westchester County Board of Legislators and with the intent that the County of Westchester will rely on the statements contained herein.

Consultant

Sworn to before me this _____
day of _____, 20__

NOTARY PUBLIC

[Note to Consultants: Please file this Affidavit directly with the Office of the Westchester County Clerk, Legal Division. The filing fee is \$5.00.]

SCHEDULE “G-9”

CONTRACT SCHEDULE “I”

**CERTIFICATION REGARDING BUSINESS DEALINGS
WITH NORTHERN IRELAND**

A. The Consultant and any individual or legal entity in which the Consultant holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Consultant (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.

B. For purposes of this Certification, “MacBride Principles” shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

(1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;

(2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;

(3) ban provocative religious or political emblems from the workplace;

(4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;

(5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

(6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;

(7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;

(8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and

(9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

C. For purposes of this Certification, “Northern Ireland” shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.

D. The Consultant agrees that the warranties and representation in paragraph “A” are material conditions of this Agreement. If the County receives information that the Consultant is in violation of paragraph “A,” the County shall review such information and give the Consultant opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Consultant in default, and/or terminate this Agreement. In the event of any such

termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Consultant shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another consultant. If this is a contract other than a construction contract, the Consultant shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Consultant plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Consultant in partial or total default in accordance with the default provisions of this Agreement. In addition, the Consultant may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Consultant, giving the Consultant the opportunity for a hearing at which the Consultant may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Name of Consultant _____

By: (Authorized Representative) _____

Title: _____ Date _____