

# ADDENDUM TO 2014-2015 Request for Proposal (RFP)

## **REVISION - REQUEST FOR PROPOSAL 2014-2015 Page 17 – Section J**

### **J. COST PER PARTICIPANT PER ACTIVITY**

Due to WIA funding constraints, the number of youth that can be served is limited. **In order to serve the maximum number of youth, SFWIB will impose a cost per youth participant:**

- Summer Activities = \$1,520 per youth
- Year Round Activities = \$2,573 per youth

Keep in mind that under WIA youth funds must be applied to provide services to eligible economically disadvantaged in-school and out-of-school youth between the ages of 14 and 21. Eligible youth are to receive a variety of effective and coordinated activities designed to improve educational, skill competencies and to increase effective connections to employers. These activities and services include opportunities for on-going mentoring, non-training vendor educational and classroom activities that may include career pathways, industry focus or work readiness activities for summer and year round, work experience, internships, leadership development and citizenship development, and incentives and support services (if applicable). Funding does not include youth training through ITA's/Vouchers.

## **REVISION - REQUEST FOR PROPOSAL 2014-2015 Pages 20, 21 and 22**

### **U. INDEMNIFICATION**

1. For Florida Governmental Entities. The Contractor shall indemnify and hold harmless SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which SFWIB and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Contractor or the Contractor's officers, employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Contractor shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Contractor arising out of the same incident or occurrence which exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of

the negligence of the Contractor or the Contractor's officers, employees, servants, agents, partners, principals or subcontractors.

2. All Entities Which are Not Florida Governmental Entities. The Contractor shall indemnify and hold harmless SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Contractor or the Contractor's officers, employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Contractor expressly understands and agrees that any insurance policies required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.
3. Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Contract and shall terminate upon the expiration of the applicable statute of limitation.

## **V. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

As a condition of the award of financial assistance from the Department of Labor under Title I of the Workforce Investment Act of 1998, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (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 lawful admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination against qualified individuals from participating or receiving benefits in any Federal Assisted Programs on the basis of race, color, or national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;
5. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in educational programs;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;

7. The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities;
8. Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR, Part 60 and 45 CFR Part 80; if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County which prohibits discrimination in employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status or sexual orientation.

The Contractor also assures that Contractor will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance.

#### **REVISION - REQUEST FOR PROPOSAL 2014-2015 Page 37 – Section K**

### **K. YEAR-ROUND AND SUMMER WORK ACTIVITIES**

#### **1. SUMMER PAY, WAGE RATE AND WORK HOURS**

- a. Younger youth participants (ages 14-18) must be compensated at least at minimum wage (hourly wage increased as of January 1, 2014) or paid a wage rate of no more than \$8.00/hr and will participate in the summer program for no more than 140 hours during the entire summer program. Younger youth will only be allowed to work up to four hours a day, in order to follow child labor laws. A total of 30 hours must include work readiness skills training; the 30 hours are inclusive in the maximum allotted summer hours.
- b. Older youth participants (ages 19-21) must be compensated at least at minimum wage (hourly wage increased as of January 1, 2014) or paid a wage rate of no more than \$10.00/hr and will participate in the summer program for no more than 160 hours during the entire summer program. A total of 30 hours must include work readiness skills training; the 30 hours are inclusive in the maximum allotted summer hours.

#### **2. YEAR-ROUND PAY, WAGE RATE AND WORK HOURS**

- a. In-school youth must be paid at least Florida's minimum hourly wage (hourly wage increased as of January 1, 2014) and not to exceed \$8.00/hr and may participate in the year-round work activities for a maximum of 240 hours and work a maximum of 20 hours per week. A total of 40 hours must include work readiness/employability skills

training and life skills training (the 40 hours are inclusive in the maximum 240 allotted hours).

- b. Out-of-school youth must be paid at least Florida's minimum hourly wage (hourly wage increased as of January 1, 2014) and not to exceed \$8.00/\$10.00 depending on the youth age and may participate in the year-round work activities for a maximum of 240 hours and work a maximum of 25 hours per week. A total of 40 hours must include work readiness/employability skills training and life skills training (the 40 hours are inclusive in the maximum 240 allotted hours).

**In order to provide work activities to the maximum number of youth participants, SFWIB will impose a limit to the work activity in which a youth can participate. A youth participant cannot receive payment for summer and year round work activities in a program year. The youth can only participate in one work activity per year.**

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- j. Identify the industry cluster and occupations within the industry cluster that will be part of the industry specific model. Describe why the industry/occupation(s) were chosen. Provide details on the level of commitment from the community college(s), and/or public, non-profit and for-profit educational institutions to support the proposed program. Specifically identify schools that will be partners.

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**D. OPERATIONAL DOCUMENTS**

**Attachment K** identifies the required operational documents. **One original** labeled Operational Document must be packaged separately and included in Respondent's submission.

**E. DUE DILIGENCE REQUIREMENTS**

**Attachment L** sets forth the Due Diligence requirements. **One original** labeled Due Diligence Document must be packaged separately and included in Respondent's submission. The submission of Due Diligence Document **is mandatory** for **all** Respondents. Included in the Due Diligence package will be the organization's most recent Independent Audit and Management Letter.

If you are a current SFWIB Contractor and have already submitted the Independent Audit Report and Management Letter, if applicable, you do not have to submit the documents with the Due Diligence Package.

NOTE: Failure to include all of the required components will result in a reduced score or disqualification. SFWIB will not advise a Respondent that their proposal is incomplete prior to rating or disqualification.

**D. APPEAL PROCESS**

Respondents will be advised of SFWIB appeal process at the time of the June 11, 2014 Public Review Forum.