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City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: Request to amend BID # P-06-21 Community Needs Assessment and Gap Analysis -- $146,025.00

Requested Action/Authority:

Request BID # P-06-21 be amended to ratify the contract from 1/1/24 through date of award and extend the period of service through July 31, 2025 due to ongoing contract negotiations.
Request to exercise the 2nd of four renewal options for Contract # 71207-21, Amd. 4, for NLP Logix, LLC, in the amount of $146,025.00 for the term of 1/1/24 through 7/31/25. The revised NTE amount is $465,275.00.

Justification/Explanation:

Community Needs Assessment and Gap Analysis

Legal Contract #:	71207-21	Contract Date:	07/01/2021	Change Order/AMD #:	4	
PO/Release #:	N/A	Bid Date:	06/17/2021	Awarded Supplier:	NLP Logix, LLC	
Licenses Verified:	N/A	Effective Date:	01/01/2024	Basis of Award:	Highest Evaluated	
Federally Funded:	No	No. of Bids:	N/A	Responses Received:	N/A	Attachments:
Solicitation:	RFP-NONCON P-06 - 21			Procurement Contract #:	POA - 71207-21	
Executed By:	Office of General Counsel					

PoP:Base:	5 years	Options:	2nd of four renewal options	Extension(s):	N/A
JSEB Rec.:	N/A	%:	N/A	Bonds Waived Pursuant To:	N/A

Fund:	10901	Center:	181005	Acct:	531090	Proj:	000000	Activity:	00000000	$	146025.00
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 465275.00	Contingent Amount:	$ 0.00	DMP/ODPO Amount:	$ 0.00

Using Agency/BU:	JCOD:OFFICE_OF_THE_DIRECTOR			
Concurrence:	DocuSigned by: Sandra Hass E35E806A4AF9438...	Title:	KHA - CHIEF EXECUTIVE OFFICER	7/22/2024
Concurrence:		Title:		
Concurrence:		Title:		
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: Olivia Wallace Cohen A7A7DE8878BC4DD...	Chief of Procurement:	DocuSigned by: B19F1D517352456...
Name:	Olivia Wallace Cohen	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	
Members Who Disapprove:	
Other Action:	

Date:

Part 3: Final Awarding Authority Action

Action:

Date:

Signature:

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PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

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Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

Funding Source: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed the amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

**Any fields where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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KIDS HOPE ALLIANCE

MEMORANDUM

TO: Dustin Freeman, Chief of Procurement

FROM: Saralyn Grass, Chief Executive Officer, Kids Hope Alliance (KHA)

Saralyn Grass

CC: Kenneth Darity, Chief Programs Officer

SUBJECT: Request to amend BID # P-06-21 Community Needs Assessment and Gap Analysis -- $146,025.00

DATE: July 22, 2024

Kids Hope Alliance, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("KHA") respectfully requests the following:

1. Request that BID # P-06-21 Community Needs Assessment and Gap Analysis be amended to retroact the contract from January 1, 2024 through date of award and extend the period of service through July 31, 2025 due to ongoing contract negotiations.
2. Request to amend BID # P-06-21 to exercise the 2nd of four renewal options for Contract # 71207-21, Amendment 4, for NLP Logix, LLC, Community Needs Assessment and Gap Analysis, in the amount of $146,025.00 and for the term of January 1, 2024 through July 31, 2025. The revised maximum indebtedness amount not to exceed shall be $465,275.00.

Upon approval of this request a contract amendment will be executed by the City of Jacksonville Office of General Counsel.

KHA anticipates funding as follows:

Account Name	Fund	Center	Account	Project	Activity	Interfund	Future
Professional Services	10901	181005	531090	000000	00000000	00000	0000000

Attachment(s): P-06-21 Amendment #3 dated 9/7/23
Statement of Work Dated 6/25/24

For additional information, please contact Kenneth Darity at (904) 255-4422 or KDarity@coj.net.

Cc: Olive Wallace Cohen, Buyer
Jessica Pitts, Director, Finance
Joyce Watson, Director, Administration, Contracts, and Purchasing

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Kids Hope Alliance

Community Needs Assessment & Gap Analysis – Phase 3 (NAGA3)

Statement of Work

6/25/2024

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Professional Services Agreement (PSA)

STATEMENT OF WORK (SOW) KEY TERMS

Capitalized words that are not highlighted have the meanings given in the Section 14, Definitions, of the Standard Terms; and **capitalized words that are highlighted** are defined below in these Key Terms:

SOW and Agreement	This SOW incorporates the Standard Terms with these Key Terms and the **Services and Fee Schedule**. If there is any inconsistency between this SOW and the Standard Terms, this SOW will control.
Services, Deliverables and Fee Schedule	See attached **Services and Fee Schedule**, incorporated herein, which shall define the **Services**, **Deliverables** and the **Fees**.
Provider Point of Contact	Eddie O'Neal, eddie.oneal@nlplogix.com
Customer Point of Contact	Rodger Belcher, rbelcher@coj.net
Acceptance Process	**Deliverables** are subject to the acceptance process in Section 1.4 of the Standard Terms.
Time of Assignment	**Provider** will assign ownership of all **Deliverables** to Customer upon payment of associated **Fees**.
Third-Party Materials	Third-Party Materials will be incorporated in the **Deliverables**. **Provider** will procure Third-Party Materials including *(none)*.
Fees and Reimbursable Expenses	**Customer** shall pay the **Fees** described in the Schedule and reimburse **Provider** for out-of-pocket expenses incurred by **Provider** in connection with performing the **Services**.
Payment Period **Time frame for Customer to pay invoices**	45 day(s) from **Customer's** receipt of invoice, per City of Jacksonville Purchase Order General Conditions
Invoice Period **How frequently Provider sends invoices**	Monthly, per City of Jacksonville Purchase Order General Conditions
SOW Date **The date this SOW begins**	Date of last signature on this SOW
SOW Term **How long this SOW lasts**	The **SOW Term** begins on the **SOW Date** and ends when all **Deliverables** and **Fees** have been exchanged and any acceptance processes are complete. It is estimated that this SOW will take 1 year, so long as **Customer** complies with its Customer Obligations.
Special Customer Obligations	See Section 1.6 of the Standard Terms which shall control this SOW; any special or modified terms shall be included here.
Attachments and Supplements	**Services and Fee Schedule**

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By signing this SOW, each party agrees to enter into this SOW as of the **SOW Date** and to agrees to be bound by the attached Standard Terms. **Provider** and **Customer** have not changed the Standard Terms except for the details on the SOW above. By signing this SOW**,** each party agrees to enter into this Agreement as of the Effective Date.

	PROVIDER: NLP Logix, LLC	**CUSTOMER: Kids Hope Alliance**
Signature		
Print Name		
Title		
Notice Address **Use email or postal address**		
Billing Address		
SOW Date		

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Statement of Work

Community Needs Assessment & Gap Analysis – Phase 3 (NAGA3)

SUMMARY

This SOW serves as a continuation of the Community Needs Assessment and GAP Analysis Research Project – Phase 2 (NAGA2) dated October 1, 2023. The start date of the continuation begins August 1, 2024. This contract encompasses four key components aimed at enhancing KHA's data management, reporting, and strategic analysis capabilities.

The first component, Service Location Validation, involves developing a comprehensive solution for updating provider service locations and delivering a visual document to display locations or data sets for import into the Jacksonville Geographic Information System (GIS) department system. Additionally, this project will create a process to automate outreach every six months using Google Forms to validate ongoing service at those sites.

The second component, the Services Activities Management Information System (SAMIS) Automation Project, aims to enhance the efficiency and effectiveness of existing systems by implementing automated reporting and alerting functionalities. This will focus on automating data reporting processes and establishing a robust alerting mechanism to ensure timely and accurate information delivery to stakeholders.

The third component focuses on conducting a comprehensive analysis of information from the Business & Leadership Institute for Early Learning (BLI). The analysis aims to evaluate current BLI data, identify patterns and trends, and provide actionable insights to support strategic decision-making and program improvement, ultimately enhancing the understanding of BLI's performance and impact on early learning initiatives.

Finally, the Budget Book Refresh component aims to update the 2024 edition of the organization's Budget Book. This update will ensure that all financial data, narratives, and visual elements are current, accurate, and aligned with the latest financial performance and strategic goals. The project will involve data collection, analysis, content revision, and the enhancement of visual presentations to produce a comprehensive and user-friendly Budget Book.

By undertaking these four strategic components, KHA will enhance its data management, reporting, and strategic analysis capabilities. The integration of provider applications with GIS systems, the automation of SAMIS reporting and alerts, the thorough analysis of BLI data, and the comprehensive update of the Budget Book will collectively ensure that KHA is operating with the most accurate, timely, and actionable information available. These initiatives will not only streamline processes but also empower stakeholders with the insights needed to make informed decisions and drive continuous improvement. We are confident that the successful execution of these components will lead to measurable improvements in efficiency, accuracy, and strategic impact, thereby delivering substantial value to Kids Hope Alliance and its mission. Your support and investment in these projects are crucial to achieving these transformative outcomes. We look forward to partnering with you to bring these initiatives to fruition and propel your organization towards greater success.

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DETAILS

1. **Service Location Validation**
    a. Deliverables
        i. Project Plan
        ii. Solution to maintain a central repository capable of adding, removing, and updating provider contact name, email address, and service site location(s) (e.g. Google Sheet)
        iii. Solution to automate outreach, requesting providers to confirm/update their location and contact information
        iv. Visual document to display locations OR data set for import into Jacksonville GIS department
    b. Preliminary Joint Actions
        i. Determine data required to support objective
        ii. Determine structure of provider information solution
        iii. Determine structure and frequency of automated data validation outreach
        iv. Determine if the result will be a visual display OR data set
    c. NLP Logix Key Activities
        i. Develop and deliver provider information solution
        ii. Develop and deliver automated outreach solution
        iii. Develop and deliver visual device suitable for printing OR data set for importing into Jacksonville GIS
    d. KHA Key Activities
        i. Provide service provider information required to achieve objective
        ii. If data set is selected as the final product, KHA will provide NLP Logix with file requirements
    e. Assumptions
        i. Automated data validation outreach recipients will be prompted via email to complete a Google Form
        ii. New service providers will be added to this solution manually by KHA, once added the automated cadence will apply
        iii. KHA will manage follow-up with unresponsive providers
        iv. If visual document is selected as the final product, KHA will be responsible for printing the deliverable
        v. Collected data will be maintained in a mutually agreeable format and resource

2. **SAMIS Automation**
    a. Deliverables
        i. Project Plan
        ii. SQL query to be run against SAMIS DB
        iii. Solution to provide automated performance report to identified stakeholders
        iv. Solution to provide automated alerting to stakeholders for specific conditions
    b. Preliminary Joint Actions
        i. Determine SAMIS DB elements (up to 10 elements) to be imported for each program
            1. Attendance
            2. Units of service
            3. Financial info
            4. Etc.
        ii. Determine SAMIS DB SQL query frequency
        iii. Determine performance report structure, delivery mechanism, recipients, and frequency

iv. Determine performance alert conditions (Maximum of 3), structure, recipients, and frequency

c. NLP Logix Key Activities
   i. Develop and provide SQL query to be run against SAMIS DB
   ii. Develop and deliver reporting mechanism to deliver identified report to stakeholders
   iii. Develop and deliver automated reporting mechanism to send alerts to internal KHA stakeholders
d. KHA Key Activities
   i. Provide SAMIS DB subject matter expertise
   ii. Inform NLP Logix of modifications to SAMIS DB schema
e. Assumptions
   i. SAMIS DB query results will be provided to NLP via SFTP

3. **Business Leadership Institute for Early Learning (BLI) Efficacy Analysis**
   a. Deliverables
      i. Project Plan
      ii. Analysis of program attendees
   b. Preliminary Joint Actions
      i. Determine analysis structure
      ii. Determine format Early Learning Coalition (ELC) data will be provided to NLP
      iii. Determine ELC data delivery mechanism
   c. NLP Logix Key Activities
      i. Develop and deliver analysis of program attendees
   d. KHA Key Activities
      i. Provide ELC data to NLP data via agreed upon mechanism in agreed upon format
   e. Assumptions
      i. This is a one-time import and analysis of available data

4. **Budget Book Refresh**
   a. Deliverables
      i. Project Plan
      ii. Updated Budget Book (2023-2024)
   b. Preliminary Joint Actions
      i. Determine look and feel elements to be updated as part of refresh
      ii. Determine if additional relevant data is available for inclusion in update
   c. NLP Logix Key Activities
      i. Complete requested updates to look and feel of 2024 Budget Book
      ii. Collect and analyze updated source data
   d. KHA Key Activities
      i. Provide necessary data
         1. SAMIS
         2. DCPS
         3. WUFU (program objective details)
         4. Crime Data
         5. Juvenile Justice
   e. Assumptions
      i. Budget Book 2022-2023 is the version to be referenced for updates
      ii. Updates will be 1 for 1, multiple options/designs are not included

5. **Miscellaneous**
    a. Board meetings (maximum 40 hours)
        i. Prepare for and attend meetings
    b. Ad-hoc (maximum 100 hours)
        i. Additional work completed at the direction of KHA

PRICING

- Development and analysis effort for the Community Needs Assessment & GAP Analysis – Phase 3 scope will be time and materials, billed out at $150/hour.
- Hours will be billed monthly as they are incurred.
- Payment is due net 45 days from receipt of invoice.

Project	Hours	Rate (Hourly)	Cost
Service Location Validation	292.5	$150.00	$43,875.00
SAMIS Automation	157.5	$150.00	$23,625.00
BLI Efficacy Analysis	150	$150.00	$22,500.00
Bidget Book Refresh	233.5	$150.00	$35,025.00
Meetings	40	$150.00	$6,000.00
Ad-Hoc Work	100	$150.00	$15,000.00
Total	**973.5**		**$146,025.00**

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Standard Terms

USING THESE STANDARD TERMS

The Agreement has 2 parts: (1) the SOW, and (2) the Standard Terms ("Standard Terms"), which are incorporated by reference. If there is any inconsistency between the parts of the Agreement, the SOW will control over the Standard Terms. Capitalized words that are not highlighted have the meanings given in the Section 14, Definitions of the Standard Terms; and **capitalized words that are also highlighted** are defined in the SOW.

1. Services

1.1. Providing Services. **Customer** or its Affiliates may enter SOWs with Provider. Provider will perform the **Services** as detailed in an applicable SOW. Each SOW together with the Key Terms and Standard Terms will constitute a separate agreement. **Provider** will comply with **Customer** policies, if any. If a **Customer** Affiliate enters an SOW with **Provider**, references to **Customer** in the SOW, Key Terms, or Standard Terms will mean that Affiliate for that agreement.

1.2. Cooperation. **Customer** will reasonably cooperate with **Provider** to allow the performance of **Services**. **Provider** is not responsible for an inability to perform the **Services** caused by **Customer's** failure to cooperate as reasonably requested. **Provider** will provide its own equipment and tools to perform the **Services**.

1.3. Change Orders. **Provider** or **Customer** may amend any SOW by entering a Change Order. If a party requests a Change Order, the other party will review and consider the proposed changes in good faith and respond to the Change Order request within a reasonable timeframe. However, a Change Order will not be binding until **Provider** and **Customer** agree in writing on the Change Order.

1.4. Acceptance. If according to the SOW**, Deliverables** are subject to this section, **Customer** will be deemed to have approved a **Deliverable** if **Customer** does not reject the **Deliverable** within the Rejection Period. If **Customer** rejects a **Deliverable**, **Customer** must notify **Provider** in writing with reasonable detail about why the **Deliverable** did not meet the requirements in the SOW. **Provider** will correct the issue and resubmit the **Deliverable** within the Resubmission Period.

1.5. Subcontractors. **Provider** may use Subcontractors and Affiliates to perform the **Services**, without **Customer's** prior permission. If **Provider** uses Subcontractors to perform **Services**, **Provider** is responsible for (a) all acts and omissions of its Subcontractors, (b) ensuring its Subcontractors' compliance with this Agreement and the applicable SOW, and (c) making all payments owed to its Subcontractors for their portion of the **Services**.

1.6. Customer Obligations. **Customer** will comply with Customer Obligations.

1.7. Project Management. Each party shall, throughout the Term, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the **Services**. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity. The parties' initial project managers for each **Service** are identified in the SOW applicable to such **Service**. Each party shall use commercially reasonable efforts to maintain the same project manager in place throughout the Term. If either party's project manager ceases to be employed by such party or such party otherwise wishes to replace its project manager, such party shall promptly name a new project manager by written notice to the other party.

2. Intellectual Property

2.1. Deliverables. Except for Background Technology and Third-Party Materials, **Provider** assigns all right, title, and interest in the **Deliverables** (if any) to **Customer** at the **Time of Assignment**. Upon the **Time of Assignment**, **Provider** will assert no rights over such **Deliverables**.

2.2. Customer Materials. **Provider** may copy, display, modify, and use Customer Materials only as needed to provide the **Services**. **Customer** is responsible for the accuracy and content of Customer Materials.

2.3. Background Technology. To the extent **Provider** incorporates Background Technology into **Deliverables**, **Provider** grants **Customer** a non-exclusive, non-transferrable, perpetual, irrevocable, worldwide license to use Background Technology only as necessary to use the **Deliverables** according to this Agreement.

2.4. Third-Party Materials.

(a) **Provider** may incorporate Third-Party Materials into **Deliverables** if allowed in the SOW.

(b) **Provider** is responsible for obtaining all rights, licenses, consents, approvals, and authorizations necessary to use and incorporate the Third-Party Materials procured by **Provider** and incorporated into the **Deliverables**. This includes securing the ability to grant **Customer** rights in the Deliverables under this Agreement and ensuring that **Customer** has all rights necessary in these **Provider**-procured Third-Party Materials so that **Customer** may use **Deliverables** according to this Agreement.

(c) **Customer** is responsible for obtaining all rights, licenses, consents, approvals, and authorizations necessary to use and incorporate the Third-Party Materials procured by **Customer** and incorporated into the **Deliverables**. This includes securing the ability to grant **Provider** rights in the **Customer**-procured Third-Party Materials so **Provider** can incorporate these Third-Party Materials into **Deliverables**. **Provider** will reasonably assist **Customer** in obtaining the necessary rights, licenses, consents, approvals, and authorizations for the Third-Party Materials that **Provider** recommends but that **Customer** procures.

2.5. Feedback and Usage Data. **Customer** may, but is not required to, give **Provider** Feedback, in which case **Customer** gives Feedback "AS IS". **Provider** may use all Feedback freely without any restriction or obligation. In addition, **Provider** may collect and analyze Usage Data, and **Provider** may freely use Usage Data to maintain, improve, and enhance **Provider's** products and services without restriction or obligation. However, **Provider** may only share Usage Data with others if the Usage Data is aggregated and does not identify **Customer**.

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2.6. Reservation of Rights. Except for (a) **Customer's** ownership of **Deliverables** (if any) under Section 2.1 (Deliverables); (b) **Provider's** rights to use Customer Materials in Section 2.2 (Customer Materials); and (c) **Customer's** rights to Background Technology in Section 2.3 (Background Technology), neither party transfers any rights in any of their products, data, or any other intellectual property.

3. Privacy & Security

3.1. Personal Data. If the SOW specifies that the parties comply with any specific privacy or security policy or agreement, each party will comply with its obligations in such policy or agreement, the terms of the policy or agreement will control each party's rights and obligations as to Personal Data, and the terms of the policy or agreement will control in the event of any conflict with this Agreement.

4. Payment & Taxes

4.1. Fees and Invoices. Unless the currency is specified in the SOW, all **Fees** are in U.S. Dollars and are exclusive of taxes. Except for the prorated refund of prepaid **Fees** allowed with specific termination rights, **Fees** are non-refundable. **Provider** will send invoices for **Fees** as described in the SOW.

4.2. Payment. **Customer** will pay **Provider** the **Fees** and taxes in each invoice in U.S. Dollars, unless the SOW specifies a different currency, within the **Payment Period.**

4.3. Taxes. **Customer** is responsible for all duties, taxes, and levies that apply to **Fees**, including sales, use, VAT, GST, or withholding, that **Provider** itemizes and includes in an invoice. However, **Customer** is not responsible for **Provider's** income taxes.

4.4. Payment Dispute. If **Customer** has a good-faith disagreement about the amounts charged on an invoice, **Customer** must notify **Provider** about the dispute during the **Payment Period** for the invoice and must pay all undisputed amounts on time. The parties will work together to resolve the dispute within 15 days after the end of the **Payment Period**. If no resolution is agreed, each party may pursue any remedies available under the Agreement, the applicable SOW, or Applicable Laws.

5. Term & Termination

5.1. "Term". This Agreement will start on the Effective Date and continue until the end of the latest **SOW Term** end date.

5.2. Termination.

(a) Either party may terminate this Agreement or an SOW immediately if the other party (i) fails to cure a material breach of the Agreement or **SOW** within 30 days after receiving notice of the breach; (ii) materially breaches the Agreement or SOW in a manner that cannot be cured; (iii) dissolves or stops conducting business without a successor; (iv) makes an assignment for the benefit of creditors; or (v) becomes the debtor in insolvency, receivership, or bankruptcy proceedings that continue for more than 60 days.

(b) Either party may terminate an affected SOW immediately if a Force Majeure Event prevents **Provider** from providing the **Services** for 30 or more consecutive days.

(c) Either party may terminate this Agreement for any or no reason if there are no active SOWs.

(d) A party must notify the other of its reason for termination.

5.3. Effect of Termination. Upon any expiration or termination:

(a) Termination of the Agreement pursuant to Section 5.2(a) or the **Key Terms** will automatically terminate all SOWs.

(b) **Provider** will no longer have to provide the **Services**.

(c) Each Recipient will return or destroy Discloser's Confidential Information in its possession or control.

(d) Except where **Customer** terminates pursuant to Section 5.2(a), **Provider** will submit a final invoice for all outstanding **Fees** accrued before termination and **Customer** will pay the invoice according to Section 4 (Payment & Taxes).

(e) Except where **Provider** terminates pursuant to Section 5.2(a), **Provider** will issue a refund for any unearned, prepaid **Fees**.

5.4. Survival.

(a) The following sections will survive expiration or termination of the Agreement: Section 2.1 (Deliverables), Section 2.3 (Background Technology), Section 2.5 (Feedback and Usage Data), Section 2.6 (Reservation of Rights), Section 4 (Payment & Taxes) for fees accrued or payable before expiration or termination, Section 5.3 (Effect of Termination), Section 5.4 (Survival), Section 6 (Representations & Warranties), Section 7 (Disclaimer of Warranties), Section 8 (Limitation of Liability), Section 9 (Indemnification), Section 10 (Insurance) for the time period specified, Section 11 (Confidentiality), Section 12 (General Terms), Section 13 (Definitions), and the portions of a SOW referenced by these sections.

(b) Each Recipient may retain Discloser's Confidential Information in accordance with its standard backup or record retention policies maintained in the ordinary course of business or as required by Applicable Laws, in which case Section 3 (Privacy & Security) and Section 11 (Confidentiality) will continue to apply to retained Confidential Information.

6. Representations & Warranties

6.1. Mutual. Each party represents and warrants to the other that: (a) it has the legal power and authority to enter into this Agreement; (b) it is duly organized, validly existing, and in good standing under the Applicable Laws of the jurisdiction of its origin; and (c) it will comply with all Applicable Laws in performing its obligations or exercising its rights in this Agreement.

6.2. From Customer. **Customer** represents and warrants to **Provider** that (a) **Provider's** use of Customer Materials and **Customer**-procured Third-Party Materials under this Agreement does not and will not infringe or misappropriate anyone else's copyright, trademark, trade secret, or right of publicity; and (b) it has all rights necessary to provide Customer Materials and **Customer**-procured Third-Party Materials under Section 2.

6.3. From Provider. **Provider** represents and warrants to **Customer** that: (a) it will perform the **Services** in a timely, competent, and professional manner; (b) the **Deliverables** (if any, however excluding Customer Materials and **Customer**-procured Third-Party Materials) do not and will not infringe or misappropriate anyone else's copyright, trademark, trade secret, or right of publicity; (c) the **Deliverables** (if any) will conform to

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the requirements in the SOW; and (d) it has all rights necessary to perform the **Services** and convey the **Deliverables** (if any, however excluding Customer Materials and **Customer**-procured Third-Party Materials) under Section 2 (Intellectual Property). **Provider** warrants that, for ninety (90) days following delivery, all **Deliverables** will, as installed in the Operating Environment and used in accordance with the documentation, function in material conformity with this Agreement and the specifications.

6.4. Warranty Remedy. If **Provider** breaches the foregoing warranty, **Provider** will, as its sole obligation and **Customer**'s sole remedy, remedy such breach in accordance with the SOW for maintenance and support services, including the time periods set forth therein, provided that **Customer** gives **Provider** written notice of such breach within five (5) days following its discovery by **Customer**.

7. Disclaimer of Warranties

7.1. Except for the warranties in Section 6 (Representations & Warranties), **Provider** and **Customer** each disclaim all other warranties, whether express or implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, all warranties arising from a course of dealing, usage or trade practices. These disclaimers apply to the maximum extent permitted by Applicable Laws. WITHOUT LIMITING THE FOREGOING, **PROVIDER** MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR WORK PRODUCT, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CLIENT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. All **Deliverables** are provided “AS IS”.

8. Limitation of Liability

8.1. Liability Caps. Each party’s total cumulative liability for all other claims arising out of or relating to this Agreement will not be more than the Cap Amount**.**

8.2. Damages Waiver. Each party’s liability for any claim or liability arising out of or relating to this Agreement will be limited to the fullest extent permitted by Applicable Laws. Under no circumstances will either party be liable to the other for lost profits or revenues, or for consequential, special, indirect, exemplary, punitive, or incidental damages relating to this Agreement, even if the party is informed of the possibility of this type of damage in advance.

9. Indemnification

9.1. Protection by Provider. **Provider** will indemnify, defend, and hold harmless **Customer** from and against all Provider Covered Claims made by someone other than **Customer** or its Affiliates, and all out-of-pocket damages, awards, settlements, costs, and expenses, including reasonable attorneys’ fees and other legal expenses, that arise from the Provider Covered Claim.

9.2. Protection by Customer. **Customer** will indemnify, defend, and hold harmless **Provider** from and against all Customer Covered Claims made by someone other than **Provider** or its Affiliates, and all out-of-pocket damages, awards, settlements, costs, and expenses, including reasonable attorneys’ fees and other legal expenses, that arise from the Customer Covered Claim.

9.3. Procedure. The Indemnifying Party’s obligations in this section are contingent upon the Protected Party: (a) promptly notifying the Indemnifying Party of each Covered Claim for which it seeks protection; (b) providing reasonable assistance to the Indemnifying Party at the Indemnifying Party’s expense; and (c) giving the Indemnifying Party sole control over the defense and settlement of each Covered Claim. A Protected Party may participate in a Covered Claim for which it seeks protection with its own attorneys only at its own expense. The Indemnifying Party may not agree to any settlement of a Covered Claim that contains an admission of fault or otherwise materially and adversely impacts the Protected Party without the prior written consent of the Protected Party.

9.4. Exclusive Remedy. This Section 9 (Indemnification) describes each Protected Party’s exclusive remedy and each Indemnifying Party’s entire liability for a Covered Claim.

10. Insurance

10.1. During the term of the Agreement and for six months after, each party will carry commercial insurance policies with coverage limits that meet the relevant Insurance Minimums. Upon request, each party will give the other a certificate of insurance evidencing its insurance policies that meet the required Insurance Minimums. A party's insurance policies will not be considered as evidence of its liability. Insurance coverage will be on a date of occurrence form and waive rights of subrogation or crossclaim.

11. Confidentiality

11.1. Non-Use and Non-Disclosure. Unless otherwise authorized in the Agreement, Recipient will (a) only use Discloser’s Confidential Information to fulfill its obligations or exercise its rights under this Agreement; and (b) not disclose Discloser’s Confidential Information to anyone else. In addition, Recipient will protect Discloser’s Confidential Information using at least the same protections Recipient uses for its own similar information but no less than a reasonable standard of care.

11.2. Exclusions. Confidential Information does not include information that (a) Recipient knew without any obligation of confidentiality before disclosure by Discloser; (b) is or becomes publicly known and generally available through no fault of Recipient; (c) Recipient receives under no obligation of confidentiality from someone else who is authorized to make the disclosure; or (d) Recipient independently developed without use of or reference to Discloser’s Confidential Information.

11.3. Required Disclosures. Recipient may disclose Discloser’s Confidential Information to the extent required by Applicable Laws if, unless prohibited by Applicable Laws, Recipient provides the Discloser reasonable advance notice of the required disclosure and reasonably cooperates, at the Discloser’s expense, with the Discloser’s efforts to obtain confidential treatment for the Confidential Information.

11.4. Permitted Disclosures. Recipient may disclose Discloser’s Confidential Information to employees, advisors, contractors, and representatives who each have a need to know the Confidential Information, but only if the person or entity is bound by confidentiality obligations at least as protective as those in this Section 11 and Recipient remains responsible for everyone’s compliance with the terms of this Section 11.

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12. Non-Solicitation.

12.1. During the Term and for two (2) years after, **Customer** shall not, and shall not assist any other person to, directly or indirectly, recruit or solicit (other than by general advertisement not directed specifically to any person or persons) for employment or engagement as an independent contractor any person then or within the prior six (6) months employed or engaged by **Provider** or any Subcontractor. In the event of a violation of this Section 14, **Provider** will be entitled to liquidated damages equal to the compensation paid by **Provider** to the applicable employee or contractor during the prior twelve (12) months.

13. General Terms

13.1. Entire Agreement. This Agreement is the only agreement between the parties about its subject and this Agreement supersedes all prior or contemporaneous statements (whether in writing or not) about its subject. **Provider** expressly rejects any terms included in **Customer's** purchase order or similar document, which may only be used for accounting or administrative purposes.

13.2. Further Assurances. On a party's reasonable request, the other party shall, at such other party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

13.3. Modifications, Severability, and Waiver. Any waiver, modification, or change to the Agreement must be in writing and signed or electronically accepted by each party. However, this does not limit **Provider's** or **Customer's** ability to update an SOW by following the Change Order procedures. If any term of this Agreement is determined to be invalid or unenforceable by a relevant court or governing body, the remaining terms of this Agreement will remain in full force and effect. The failure of a party to enforce a term or to exercise an option or right in this Agreement will not constitute a waiver by that party of the term, option, or right.

13.4. Governing Law and Chosen Courts. Florida law will govern all interpretations and disputes about this Agreement, without regard to its conflict of laws provisions. The parties will bring any legal suit, action, or proceeding about this Agreement or an SOW in the courts (whether state, federal or otherwise) located in Duval County, Florida and each party irrevocably submits to the exclusive jurisdiction of Florida law.

13.5. Attorneys' Fees. If any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

13.6. WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13.7. Injunctive Relief. Despite Section 12.3 (Governing Law and Chosen Courts), a breach of Section 11 (Confidentiality) or the violation of a party's intellectual property rights may cause irreparable harm for which monetary damages cannot adequately compensate. As a result, upon the actual or threatened breach of Section 11 (Confidentiality) or violation of a party's intellectual property rights, the non-breaching or non-violating party may seek appropriate equitable relief, including an injunction, in any court of competent jurisdiction without the need to post a bond and without limiting its other rights or remedies.

13.8. Non-Exhaustive Remedies. Except where the Agreement provides for an exclusive remedy, seeking or exercising a remedy does not limit the other rights or remedies available to a party.

13.9. Assignment. Neither party may assign any rights or obligations under this Agreement or any SOW without the prior written consent of the other party. However, either party may assign this Agreement upon notice to the other if such party undergoes a merger, change of control, reorganization, or sale of all or substantially all its equity, business, or assets to which this Agreement relates. Any attempted but non-permitted assignment is void. This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

13.10. Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, provided, however, that **Provider** may identify **Customer** and use **Customer** logo and trademarks on **Provider's** website and in marketing materials to identify **Customer** as a customer.

13.11. Notices. Any notice, request, or approval about the Agreement must be in writing and sent to the Notice Address. Notices will be deemed given (a) upon confirmed delivery if by email, registered or certified mail, or personal delivery; or (b) two days after mailing if by overnight commercial delivery.

13.12. Independent Contractors. The parties are independent contractors, not agents, partners, or joint venturers. Neither party is authorized to bind the other to any liability or obligation.

13.13. No Third-Party Beneficiary. There are no third-party beneficiaries of this Agreement.

13.14. Force Majeure. Neither party will be liable for a delay or failure to perform its obligations of this Agreement if caused by a Force Majeure Event. However, this section does not excuse **Customer's** obligations to pay **Fees**.

13.15. Export Controls. **Customer** may not remove or export from the United States or allow the export or re-export of the **Service**, **Deliverables**, or any related technology or materials in violation of any restrictions, laws, or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

13.16. Anti-Bribery. Neither party will take any action that would be a violation of any Applicable Laws that prohibit the offering, giving, promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist **Provider** or **Customer** in retaining or obtaining business. Examples of these kinds of laws include the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010.

13.17. Titles and Interpretation. Section titles are for convenience and reference only. All uses of "including" and similar phrases are non-exhaustive and without limitation.

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13.18. Signature. This Agreement may be signed in counterparts, including by electronic copies or acceptance mechanism. Each copy will be deemed an original and all copies, when taken together, will be the same agreement.

14. Definitions

14.1. "**Affiliate**" means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest.

14.2. "**Agreement**" means these **Standard Terms**, the **Key Terms** between **Provider** and **Customer**, and the policies and documents referenced in or attached to the **Key Terms**.

14.3. "**Applicable Laws**" means the laws, rules, regulations, court orders, and other binding requirements of a relevant government authority.

14.4. **"Background Technology**" means any information, tools, materials, or intellectual property that **Provider** developed or owned before the Effective Date or developed after the Effective Date that are independent from or outside the scope of the Agreement, and any derivatives of these items that are not unique to **Customer** or that have generally applicable use and do not incorporate or disclose any **Customer** Confidential Information.

14.5. "**Cap Amount**" means 1.0 times the fees paid or payable by **Customer** to **Provider** in the 12-month period immediately preceding the claim.

14.6. "**Change Order**" means a document that identifies the SOW being changed, describes what the parties are changing, and is approved by an authorized representative of each party.

14.7. "**Confidential Information**" means information in any form disclosed by or on behalf of a Discloser, including before the Effective Date, to a Recipient in connection with this Agreement that (a) the Discloser identifies as "confidential", "proprietary", or the like; or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Confidential Information includes the existence of this Agreement and the information on each SOW.

14.8. "**Covered Claim**" means either a Provider Covered Claim or Customer Covered Claim.

14.9. "**Customer Covered Claim**" means any action by a third party (other than an Affiliate of a **Provider** Protected Party) arising out of or relating to (i) Customer Materials or **Provider's** use thereof in accordance with this Agreement; (ii) **Provider's** compliance with any specifications or directions provided by or on behalf of **Customer** to the extent prepared without any contribution by **Provider**; or (iii) any allegation of facts that, if true, would constitute **Customer** breach of any of its representations, warranties, covenants, or obligations under this Agreement.

14.10. "**Customer Materials**" means data, information, or materials owned or provided by or on behalf of **Customer** for use with the **Services**, but excludes **Feedback** and **Customer**-procured Third-Party Materials.

14.11. "**Customer Obligations**" means the obligations of the **Customer** to:

(a) all obligations identified as **Special Customer Obligations** in the SOW;

(b) provide the Customer Materials and all such other resources as may be specified in the SOW;

(c) provide **Provider** personnel with such access to Customer Operating Environment as is necessary for **Provider** to perform its obligations on a timely basis as set forth in the SOW;

(d) ensure the Operating Environment is set up and in working order to allow **Provider** to perform the **Services** and deliver each **Deliverable** on or prior to the applicable due date as may be set forth in the SOW;

(e) participate with suitably qualified and authorized personnel in all meetings scheduled in, or in accordance with, the SOW and such other meetings as may be scheduled from time to time on reasonable notice;

(f) provide all consents, approvals, exception notices, and other communications specified in the SOW or as otherwise may be required under this Agreement; and

(g) provide all cooperation and assistance **Provider** reasonably requests to enable **Provider** to exercise its rights or perform its obligations under this Agreement.

14.12. "**Discloser**" means a party to this Agreement when the party is providing or disclosing Confidential Information to the other party.

14.13. "**Effective Date**" means the date of the first SOW between the parties.

14.14. **"Feedback"** means suggestions, feedback, or comments about the **Services** or related offerings.

14.15. "**Force Majeure Event**" means an unforeseen event outside a party's reasonable control where the affected party took reasonable measures to avoid or mitigate the impacts of the event. Examples of these kinds of events include unpredicted natural disaster like a major earthquake, war, pandemic, riot, act of terrorism, or public utility or internet failure.

14.16. "**Indemnifying Party**" means a party to this Agreement when the party is providing protection for a particular Covered Claim.

14.17. "**Insurance Minimums**" Commercial General Liability Insurance covering bodily injury, property damage, personal injury and contractual liability with a per occurrence limit of no less than $1,000,000 and an aggregate limit of no less than $2,000,000.

14.18. "**Key Terms**" means an SOW that includes the key legal details and definitions for this Agreement that are not defined in the Standard Terms.

14.19. "**Operating Environment"** means **Customer's** computer systems on which the **Deliverables** are intended to be installed and operate, as set forth in the SOW.

14.20. "**Protected Party**" means a party to this Agreement when the party is receiving the benefit of protection for a particular Covered Claim.

14.21. "**Provider Covered Claims**" means any action that alleges that **Customer** use of the **Deliverables** (excluding Customer Materials and Third-Party Materials) in compliance with this Agreement infringes a U.S. copyright or trade secret law. The foregoing obligation does not apply to any action or losses arising out of or relating to any (i) combination of the **Deliverables** with any hardware, system, or other software or materials not provided or authorized in writing by **Provider**; (ii) modification of the **Deliverables** other than: (i) by **Provider**; or (ii) with **Provider** written approval in

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accordance with **Provider's** written specification; or (iii) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to **Customer**; or (iv) Customer Covered Claim, whether or not the same results in any action against or loss by any **Provider** Protected Party.

14.22. "**Recipient**" means a party to this Agreement when the party receives Confidential Information from the other party.

14.23. "**Rejection Period**" means 10 days from **Deliverable** submission.

14.24. "**Resubmission Period**" means 30 days from notice of rejection during the Rejection Period.

14.25. "**SOW**" means the **Key Terms** and **Services** Schedule that include the key business details and definitions for this Agreement that are not defined in the **Standard Terms**. A SOW may include details about the **Deliverables**, **Fees**, or other details about the **Services**.

14.26. "**Subcontractors**" means other people or companies engaged by **Provider** to perform some of the **Services**, including **Provider's** Affiliates.

14.27. "**Term**" for the Agreement will start on the Effective Date and continue until the end of the latest **SOW Term** end date.

14.28. "**Third-Party Materials**" means any information, tools, materials, or intellectual property owned by anyone other than **Provider**, its Affiliates, or **Customer**, including open source software.

14.29. "**Usage Data**" means data and information about the provision, use, and performance of the **Services** based on **Customer's** use of the **Services**.

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City of Jacksonville, Florida

Donna Deegan, Mayor

ONE CITY. ONE JACKSONVILLE.

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

September 7, 2023

The Honorable Donna Deegan, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Deegan:

Ref: P-06-21 A Community Needs Assessment and GAP Analysis Research Project (Amendment No. 3)
Kids Hope Alliance(KHA)

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building for the purpose of amending the above referenced contract.

The following motion/recommendation was **adopted**:

That Contract No. 71207-21, between Kids Hope Alliance and NLP Logix, LLC for Community Needs Assessment and Gap Analysis Research Project be amended to ratify the contract from June 30, 2023, thru date of award and extend the period of services thru December 31, 2023. The maximum indebtedness shall remain a not-to-exceed amount of $319,250.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Dustin Freeman, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Karen Bowling

Donna Deegan, Mayor

This 7th day of September, 2023

DF:ob

cc: Council Auditor
James McCain, Jr., OGC
Subcommittee Members

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

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KIDS HOPE ALLIANCE

MEMORANDUM

TO: Dustin Freeman, Chief of Procurement

FROM: Saralyn Grass, Chief Executive Officer, Kids Hope Alliance (KHA) Saralyn Grass

CC: Kenneth Darity, Chief Programs Officer

SUBJECT: Request to amend BID # P-06-21 to extend Contract # 71207-21, NLP Logix, LLC, Community Needs Assessment and Gap Analysis -- no cost extension.

DATE: August 11, 2023 AMS #3

Kids Hope Alliance, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("KHA") respectfully requests the following:

1. Request to amend BID # P-06-21 to extend the term of Contract # 71207-21, NLP Logix, LLC, Community Needs Assessment and Gap Analysis, to December 31, 2023, with no change to the maximum indebtedness. This extension will allow more time for the Contractor to perform the agreed upon Services.

Upon approval of this request a contract amendment will be executed by the City of Jacksonville Office of General Counsel.

KHA anticipates funding as follows:

ID	Account Name	Fund	Center	Account	Project	Activity	Interfund	Future
67	Professional Services	10901	181005	531090	000000	00000000	00000	0000000

Attachment(s): P-06-21 Amendment #2 dated 2/9/23

For additional information, please contact Kenneth Darity at (904) 255-4422 or KDarity@coj.net.

Cc: Olive Wallace- Cohen, Buyer
Jessica Pitts, Director Finance
Joyce Watson, Director, Administration, Contracts, and Purchasing

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City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

February 9, 2023

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-06-21 A Community Needs Assessment & GAP Analysis (Amendment No. 2)
Kids Hope Alliance (KHA)

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building for the purpose of amending the above referenced contract.

The following motion/recommendation was **adopted**:

That Contract No. 71207-21 between Kids Hope Alliance and NLP Logix, LLC for Community Needs and Gap Analysis Research Project be amended to increase the maximum indebtedness by $9,125.00, to a new not-to-exceed maximum of $319,250.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's Ordinances, Procurement policies and procedures, and applicable federal and state laws.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Dustin Freeman, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Lenny Curry, Mayor

This 9th day of February, 2023

DF ab

cc: Council Auditor
James McCain, Jr., OGC
Subcommittee Members

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KIDS HOPE ALLIANCE

Board of Directors

Dr. Marvin Wells
Chair

Tyra Tutor
Vice Chair & Treasurer

Rose Conry
Secretary

Rebekah Davis

Kevin Gay

Marsha Oliver

Jenny Vipperman

Board Liaisons

Duval County Public Schools

Jacksonville City Council

Jacksonville Sheriff's Office

Public Defender's Office

State Attorney's Office

Executive Staff

Mike Weinstein, J.D.
Chief Executive Officer

Saralyn Grass, Ed.D.
Chief Administrative Officer

Kenneth Darity
Chief Programs Officer

MEMORANDUM

TO: Dustin Freeman, Chief of Procurement

FROM: Saralyn Grass, Chief Administrative Officer, Kids Hope Alliance (KHA)

Michael Weinstein, Chief Executive Officer Kids Hope Alliance (KHA)

Kenneth Darity, Chief Programs Officer, Kids Hope Alliance (KHA)

Tyrica Young, Director, Research and Grants, Kids Hope Alliance (KHA)

SUBJECT: Request to amend BID #P-06-21, Contract #71207-21, NLP Logix, LLC. Community Needs and Gap Analysis, $9,125

DATE: February 1, 2023

Kids Hope Alliance, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("KHA") respectfully requests the following:

1) Request to amend BID #P-06-21, with NLP Logix, LLC. Community Needs and Gap Analysis, Contract #71207-21, Amendment 2, to increase maximum indebtedness by $9,125 with not change to the term. The revised total expenditure amount not to exceed $319,250.00

Upon approval of the request, the contract will be executed by City of Jacksonville Office of General Counsel.

KHA anticipates funding as follows:

Fund	Center	Account	Project	Activity	Interfund	Future
10901	181005	531090	000000	00000459	00000	0000000

Total Funding $9,125.00

Cc: Alex Baker, Buyer
Jessica Pitts, Director Finance
Joyce Watson, Director, Administration, Contracts, and Purchasing
Tyrica Young, Director, Research and Grants

1095 A. Philip Randolph Blvd., Jacksonville, FL 32206 | (904) 255-4400 | Fax: (904) 255-4502

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City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

August 25, 2022

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-06-21 A Community Needs Assessment & GAP Analysis (Amendment No. 1)
Kids Hope Alliance (KHA)

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building for the purpose of amending the above referenced contract.

The following motion/recommendation was **adopted**:

That Contract No. 71207-21 between KHA and NLP Logix, LLC for Community Needs and Gap Analysis Research Project be amended to ratify and confirm the actions of the parties from 7/01/22 to date of this award and exercise the first renewal option extending the period of service thru 06/30/23, with three (3) one-year renewal options remaining; and increase the maximum indebtedness by $108,000.00 to a new not-to-exceed total maximum of $310,125.00. All other terms and conditions shall remain the same.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Lenny Curry, Mayor

This 29th day of August, 2022

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

GP: ob

cc: Council Auditor
James McCain, Jr., OGC
Subcommittee Members

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KIDS HOPE ALLIANCE

MEMORANDUM

TO: Gregory Pease, Chief of Procurement

FROM: Saralyn Grass, Chief Administrative Officer, Kids Hope Alliance (KHA)

Michael Weinstein, Chief Executive Officer Kids Hope Alliance (KHA)

Kenneth Darity, Chief Programs Officer, Kids Hope Alliance (KHA)

SUBJECT: Amendment request for P-06-21 - NLP Logix, LLC., Community Needs and Gap Analysis Research Project: Amendment 1

DATE: August 15, 2022 AMD #1

Kids Hope Alliance, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("KHA") respectfully requests the following:

1) Amend contract #71207-21, NLP Logix, LLC., Community Needs and Gap Analysis Research Project to extend contract to 9/30/2022 and exercise the first renewal option with contract terms of 10/1/2022 – 9/30/2023 and increase total expenditure by $108,000.00. The revised total expenditure amount not to exceed $310,125.

Upon approval of the request, the contract will be executed by City of Jacksonville Office of General Counsel.

KHA anticipates funding as follows:

Fund	Center	Account	Project	Activity	Internal	Future
10901	181005	531090	000000	00000000	00000	0000000

Total Funding $108,000

Cc: Alex Baker, Buyer
Jessica Pitts, Director Finance
Joyce Watson, Director, Administration, Contracts, and Purchasing
Tyrica Young, Director, Research & Grant

Board of Directors

Dr. Marvin Wells
Chair

Tyra Tutor
Vice Chair & Treasurer

Rose Conry
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Rebekah Davis

Kevin Gay

Marsha Oliver

Jenny Vipperman

Board Liaisons

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Executive Staff

Mike Weinstein, J.D.
Chief Executive Officer

Saralyn Grass, Ed.D.
Chief Administrative Officer

Kenneth Darity
Chief Programs Officer

1095 A. Philip Randolph Blvd., Jacksonville, FL 32206 | (904) 255-4400 | Fax: (904) 255-4502