Office of Grants and Contract Compliance

Jacksonville
Where Florida Begins.

July 28, 2017

MEMORANDUM

TO: Greg Pease, Chairman
Professional Services Evaluation Committee

FROM: Damian Cook, Grants Administrator
Office of Grants & Contract Compliance

THRU: Kendra Mervin, Project Manager
Office of the Mayor

RE: NLP Logix, LLC Data Analytics Consultant Services for
City of Jacksonville Data Analysis Projects
Safe & Thriving Communities Grant – Contract Piggyback Request
RFP P-46-17 Contract 10167-03

NLP Logix, LLC currently has a contract with the City of Jacksonville via the Jax Journey Project to perform data analytics services and provide guidance, technical assistance and essential tasks germane to the facilitation of the City's proficiency in making well informed, data-driven decisions. The contract was competitively procured and per section 3.43 of the RFP (P-46-17), procurement of goods and services via piggybacking is allowable.

Accordingly, this memorandum is to request the approval of a "piggyback" contract in the amount of $75,000.00, entering the City of Jacksonville into an agreement with NLP Logix, LLC to provide services delineated in the attached Scope of Services (Exhibit A) for payment as stated in the Fee Schedule (Exhibit B). The initial agreement will commence upon execution of the Contract and will continue for a one (1) year period with no renewal options. The maximum indebtedness for FY 2016-17 should not exceed $187,000.00 (i.e. **the total of** the original contract amount of $85,000, the current request of $75,000 and the pending $27,000 piggyback contract between the Jacksonville Children's Commission and NLP Logix, LLC). All other terms and conditions of the Contract are per the City's standard contract language and as provided in the Request for Proposal. **Committee member(s) to appear before PSEC: Damian Cook**

Attachments:
Memorandum - Using Agency Agreement to Piggyback
Exhibits A & B
JCC Piggyback Award
RFP Section 3.43
Copy – Contract 10167-03
FAMIS Account Summary – Index Code AFOD1F1STC Subobject 03410

cc:
Alex Baker, PSEC Specialist
Debbie Verges, Jax Journey Project Director

OFFICE OF MAYOR LENNY CURRY

ST. JAMES BUILDING
117 WEST DUVAL STREET, SUITE 400
JACKSONVILLE, FL 32202

PH: (904) 630-1776
FAX: (904) 630-2391
www.coj.net

To: Greg Pease, Chairman
Professional Services Evaluation Committee

From: Debbie Verges, Jax Journey Project Director DV

Thru: Kendra Mervin, Jax Journey Project Manager

Date: 7/28/2017

Re: NLP Logix, LLC Data Analytics Consultant Services for City Data Analysis Projects
Safe & Thriving Communities Grant Piggyback P-46-17 / Contract 10167-03

The Jax Journey Project is in agreement with the Office of Grants & Contract Compliance piggybacking RFP P-46-17, Contract #10167-03, which will allow NLP Logix, LLC to perform a data analysis project for the Safe & Thriving Communities Grant. The Jacksonville Children's Commission was authorized to piggyback the award and negotiate a contract with NLP Logix, LLC in the amount of $27,000. Upon execution, the maximum indebtedness will increase from $85,000 to $112,000.

Accordingly, we ask that the contract be increased a second time by $75,000 with a maximum indebtedness of $187,000 (i.e. the total of the original contract amount of $85,000, the current request of $75,000 and the pending $27,000 increase that will occur with the executed JCC piggyback contract).

The current request will be charged to Index Code AFOD1F1STC, Suboject 03410. Presently, this is a one-time transaction, subject to change if future needs should arise.

cc: Alex Baker, PSEC Specialist
Damian Cook, Grants Administrator

EXHIBIT "A"
SCOPE OF SERVICES

Community Assessment

In cooperation with the City of Jacksonville's Office of Grants & Compliance, Jax Journey and the Office of Juvenile Justice and Delinquency Prevention (OJJDP), NLP Logix has been commissioned to perform analysis and research that contribute to a community assessment of the local juvenile justice and youth violence landscape. This will involve participation in Safe and Thriving Communities grant working groups.

The consultant will be required to:

- Analyze data from the Florida Department of Juvenile Justice and Jacksonville Sheriff's Office to understand crime trends, demographic characteristics, and hot spots
- Perform research on available data sources as well as current data gaps and limitations
- Provide a written report of results

Health of the System Dashboard Development

As part of a larger effort to help the City of Jacksonville and community providers understand neighborhood-level needs and to drive juvenile programming decision-making, NLP Logix has been commissioned to perform an analysis of health of the system indicators in the City of Jacksonville. This will involve joining disparate datasets and collaborating with multiple parties to understand the metrics that should be evaluated and what data is available. This will include discussing the capacity to build predictive models for risk of juvenile justice involvement and risk of school dropout.

The consultant will be required to:

- Collaborate with the Safe and Thriving Communities grant working groups to identify key metrics and data sources
- Collect data from Florida Department of Juvenile Justice, Duval County Public Schools, Jacksonville Sheriff's Office, Census Bureau and other identified sources
- Meet regularly with the Data and Evidence working group to give updates on the progress of the analysis and answer questions
- Build an interactive dashboard at the census-tract level that analyzes neighborhood indicators and facilitates communication with community providers and the Jax Journey

EXHIBIT "B"
Fee Schedule

The maximum cost of this effort is $75,000.00 and will be payable at $150/hour as the hours are worked on a monthly billing cycle.

REQUEST FOR PROPOSAL

Data Analytics Consultant Services

For

City Data Analysis Services

RFP # P-46-17

City of Jacksonville, Florida

SECTION 1
(Specific Information Regarding this RFP)

The City of Jacksonville ("**Buyer**") intends to hire an individual or firm ("**Consultant**") to provide the professional services described in Section 1.2 of this Request for Proposal ("**RFP**"). Persons interested in submitting a response to this RFP (a "**Proposal**") should carefully review this RFP for instructions on how to respond and for the applicable contractual terms. This RFP is divided into the following sections:

Section 1	Specific Information Regarding This RFP
Section 2	General Instructions
Section 3	General Terms and Conditions of Agreement
Section 4	Description of Services (if referenced in Section 1.2 below)
Attachment A	Response Format
Attachment B	Evaluation Matrix
Attachment C	Equal Business Opportunity Program Requirements • EBO Form 1 Schedule of SubContractors/SubConsultants • EBO Form 2 Letter of Intent
Attachment D	Sample Contract
Attachment E	Federal Funding Provisions (if applicable under Section 1.7 below) **N/A**
Attachment F	Indemnification
Attachment G	Insurance Requirements
Form 1 -	Price Sheet
Form 2 -	Conflict of Interest Certificate (Sign and Submit with RFP Response)

In the event of conflicting provisions, the following sections of this RFP will have priority in the order listed: Section 1, Section 4, Section 2, Section 3, the Attachments, and the Forms.

1.2 **Scope of Services.**

This is a Request for Proposals (RFP) for consultants to provide professional data analytics services. The City of Jacksonville is seeking the services of a consultant to perform as needed, on demand data analytics tasks. As the City increases its need for information to conduct the business of the City, the need for assistance from professionals in the data analytics field has become apparent. Under this need, the City seeks a consultant to provide guidance, technical assistance, and conduct tasks necessary for the City to have information needed to make well informed decisions. The subject of this work may vary due to the complex nature of the business of the City, but the nature of the work performed by the consultant shall remain focused on using computer analysis to assist the City in acquiring and/or creating information needed from various data sources.

3.40. **Contingent Fees Prohibited.** In conformity with Section 126.306, Jacksonville Ordinance Code: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona- fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, Buyer shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

3.41. **Truth in Negotiation Certificate**. Pursuant to Section 126.305, Jacksonville Ordinance Code, the execution of the Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where Buyer determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Contract.

3.42. **Compliance with Applicable Laws.** Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- All licensing and certification requirements applicable to performing the Services.

3.43. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. These purchases are independent of the agreement between Buyer and Contractor, and Buyer shall not be a party to such transactions.

3.44. **Warranty of Ability to Perform.** Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify Buyer in writing if its ability to perform is compromised in any manner during the term of the Contract.

3.45. **Warranty of Authority to Sign Contract.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

3.46. **Governing State Law/Severability/Venue/Waiver of Jury Trial.** The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

3.47. **Construction.** Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore any doubtful or

10167-03

SERVICES CONTRACT
BETWEEN
THE CITY OF
JACKSONVILLE
AND
NLP LOGIX, LLC
FOR
Data Analytics Consultant Services

THIS CONTRACT, made and entered into this 12 day of ~~June~~ July, 2017 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE** (the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and **NLP LOGIX, LLC**, a Florida limited liability company with its principal offices at 4215 Southpoint Blvd., Suite 140 Jacksonville, Florida 32216 (the "CONTRACTOR").

WHEREAS, the CITY (as the "Buyer") issued a Request for Proposal No. P-46-17 (the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on CONTRACTOR'S response to the RFP (the "Response"), the CITY has negotiated and awarded this Contract to CONTRACTOR.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services**. CONTRACTOR shall perform the Services as specified in the RFP and the Response. The Scope of Services for the first two projects to be undertaken by CONTRACTOR under the Contract are set forth in EXHIBIT "A" to this Contract.

2. **Compensation**. CITY will pay CONTRACTOR for the Services as specified on the Fee Schedule attached as EXHIBIT "B" to this Contract.

3. **Maximum Indebtedness**. As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS ($85,000.00).

4. **Term**. The initial term of this Contract shall commence on the Effective Date and shall continue for a two year period, unless sooner terminated by either party in accordance with the terms of the RFP. City will have the option, in its sole discretion to renew such agreement for up to two additional one-year periods upon satisfactory performance by CONTRACTOR.

5. **Contract Documents**. This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have

priority in the order listed:

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding The RFP (Section 1 of the RFP)
- Description of Services and Deliverables (Section 4 of the RFP)
- General Instructions to Respondents (Section 2 of the RFP)
- General Contract Conditions (Section 3 of the RFP)
- Any Purchase Order under the Contract
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Notices**. All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:

City of Jacksonville
117 West Duval Street
Jacksonville, Florida 32210
Attn: Deborah Verges, Jacksonville Journey Project Manager

As to CONTRACTOR:

NLP Logix, LLC
4215 Southpoint Blvd., Suite 140
Jacksonville, Florida 32216
Attn: Theodore R. Willich, Chief Executive Officer

7. **Contract Managers**. Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Contract Manager is Deborah Verges, and the CONTRACTOR'S Contract Manager is Theodore R. Willich. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

8. **Entire Agreement**. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the CONTRACTOR. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments**. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

10. **Counterparts**. This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

By _____
James McCain
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
CITY Contract Number: 10167-03

Form Approved:

_____
Office of General Counsel

WITNESS:

_____
Signature

_____
Type/Print Name

NLP LOGIX, LLC

By _____
Signature

THEODORE R. WINKELT
Type/Print Name

CEO
Title

GC-#1131675-v1-Jax_Journey_NLP_Logix_June_2017.docx

FISCAL MO/YEAR : 10 2017 CURRENCY CODE :
INDEX CODE : AFOD1F1STC SAFE & THRIVING COMMUNITY
SUBOBJECT : 03410 CONTRACTUAL SERVICES
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	JULY 2017	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	450,000.00	450,000.00
EXPENDITURES	.00	75,000.00	75,000.00
ENCUMBRANCES	.00	.00	.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	375,000.00	375,000.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND