SUBJECT: READ JAX LITERACY COLLABORATION PILOT

BID #: ESC-0354-23 **OPEN DATE: 5/17/23**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract - August 1, 2023 through May 31, 2023 with three (3) one (1) year renewal options

AGENCY: Kids Hope Alliance

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 5 NUMBER RECEIVED: 10 OTHER: 2

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend and increase award by $204,980.00 for additional students served and security at specific site locations as follows:

- Amend award (Contract #70581-23, AMD #1) for Boy's and Girl's Club of Northeast Florida, Inc., to increase by $96,660.00 per Exhibit A & B. The revised total not-to-exceed amount is $1,583,838.72.
- Amend award (Contract #70583-23, AMD #1) for Communities in Schools of Jacksonville, Inc., to increase by $108,320.00 per Exhibit A & A-1. The revised total not-to-exceed amount is $1,640,320.00.

Period of service remains August 1, 2023 through May 31, 2024, with three (3) one (1) year renewal options. The total revised award expenditure not-to-exceed $3,224,158.72.

Funding Sources: ARP Funding 11415.191149.582001.010349 00000000.00000.0000000. $1,005,157.00
ESP – Out-of-School Time: 10901.181001.582001.000000.00000459.00000.0000000. $2,219,001.72
To be executed by formal contract amendment through the Office of General Counsel and process by purchase order(s).

Attachments: Recommendation Memo, Previous Awards/Contract, Exhibits

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
Olive Wallace-Cohen
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Saralyn Grass, CEO, Kids Hope Alliance**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

KIDS HOPE ALLIANCE

MEMORANDUM

TO: Dustin Freeman, Chief of Procurement

FROM: Saralyn Grass, Chief Executive Officer Saralyn Grass

CC: Kenneth Darity, Chief Administrative Officer

SUBJECT: Request to amend BID # ESC-0354-23, Read Jax Literacy Collaboration Pilot

DATE: December 5, 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 # ESC-0354-23, Read Jax Literacy Collaboration Pilot Program, to increase the total award amount by $204,980.00 for additional students served and security at specific site locations. The total award amount for BID ESC # ESC-0354-23 shall be $3,224,158.72.

   a) Amend Contract # 70581-23, Amendment 1, for Boys' and Girls' Clubs of Northeast Florida, Inc. to increase the maximum indebtedness by $96,660.00, per Exhibits A and B. The term of August 1, 2023 through May 31, 2024 (10 months) with up to three (3) additional one-year terms shall remain the same. The revised total maximum indebtedness shall be $1,583,838.72.

   b) Amend Contract # 70583-23, Amendment 1, for Communities in Schools of Jacksonville, Inc. to increase the maximum indebtedness by $108,320.00, per Exhibits A and A-1. The term of August 1, 2023 through May 31, 2024 (10 months) with up to three (3) additional one-year terms shall remain the same. The revised total maximum indebtedness shall be $1,640,320.00.

Upon approval of this request, contract amendments 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	Amount
ARP Funding	11415	191149	582001	010349	00000000	00000	0000000	$1,005,157.00
ESP – Early Learning	10901	181001	582001	000000	00000459	00000	0000000	$2,219,001.72

Total Funding: **$204,980.00**

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

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

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

EXHIBIT A

Boys' and Girls' Clubs of Northeast Florida, Inc.
READ Jax Literacy Collaboration Pilot
Funding Location Recommendations

Site #	Site/School Name	Street Address	City	Zip
1	Arlington Elementary School Boys & Girls Club	1201 University Boulevard	Jacksonville	32211
2	Arlington Heights Elementary School Boys & Girls Club	1520 Sprinkle Drive	Jacksonville	32211
3	Highlands Elementary School Boys & Girls Club	1000 De Paul Drive	Jacksonville	32218
4	Northwestern Legends Elementary School Boys & Girls Club	2100 W. 45th Street	Jacksonville	32209

EXHIBIT B

Unit of Service by Programs

Description	Cost	Multiplier	Maximum Allowance
Out-of-School Time (Afterschool only)	$ 12.50	per student	$ 170,000.00
Case Management	$ 35.44	per unit	$ 85,064.13
Literacy Tutoring	$ 29.34	per unit	$ 84,520.55
Family Engagement	$ 13.42	per unit	$ 32,210.00
		Subtotal	$ 371,794.68
Total Budget	$371,794.68	4 Sites	**$1,487,178.72**

EXHIBIT A

Funding Location Recommendations

Site #	Site/School Name	Street Address	City	Zip
1	Pinedale Elementary School	4228 Dignan Street	Jacksonville	32254
2	Reynolds Lane Elementary School	840 Reynolds Lane	Jacksonville	32254
3	Woodland Acres Elementary School	328 Bowlan Street	Jacksonville	32211
4	Rufus E Payne Elementary School	6725 Hema Road	Jacksonville	32209

EXHIBIT A-1

Communities in Schools of Jacksonville, Inc.

READ Jax Literacy Collaboration Pilot

Unit of Service by Programs

A.

Description	Cost	Multiplier	Maximum Allowance
Out-of-School Time (Afterschool only)	$ 12.50	per student	$ 170,000.00
Case Management	$ 28.00	per unit	$ 67,200.00
Literacy Tutoring	$ 17.75	per unit	$ 42,600.00
Family Engagement	$ 28.00	per unit	$ 67,200.00
One-Time Cost Reimbursement (Startup Items)	$ 36,000.00	per site	$ 36,000.00
		Subtotal	$ 383,000.00
Total Section A.	**$383,000.00**	**2 Sites***	**$ 766,000.00**

***Reynolds Lane Elementary School, Rufus E. Payne Elementary School**

B.

Description	Cost	Multiplier	Maximum Allowance
Out-of-School Time (Afterschool only)	$ 12.50	per student	$ 212,500.00
Case Management	$ 28.00	per unit	$ 67,200.00
Literacy Tutoring	$ 17.75	per unit	$ 42,600.00
Family Engagement	$ 28.00	per unit	$ 67,200.00
One-Time Cost Reimbursement (Startup Items)	$ 36,000.00	per site	$ 36,000.00
Security	$ 11,660.00	per unit	$ 11,660.00
		Subtotal	$ 437,160.00
Total Section B.	**$ 437,160.00**	**2 Sites***	**$ 874,320.00**

***Woodland Acres Elementary School, Pinedale Elementary School**

C.

Section A. Total	$ 766,000.00
Section B. Total	$ 874,320.00
Program Total	**$ 1,640,320.00**

EXHIBIT B

Boys' and Girls' Clubs of Northeast Florida, Inc.

READ Jax Literacy Collaboration Pilot

Unit of Service by Programs

A.

Description	Cost	Multiplier	Maximum Allowance
Out-of-School Time (Afterschool only)	$ 12.50	per student	$ 170,000.00
Case Management	$ 35.44	per unit	$ 85,064.13
Literacy Tutoring	$ 29.34	per unit	$ 84,520.55
Family Engagement	$ 13.42	per unit	$ 32,210.00
		Subtotal	$ 371,794.68
Total Section A.	**$371,794.68**	**3 Sites***	**$ 1,115,384.04**

***Arlington Elementary School, Arlington Heights Elementary School, Highlands Elementary School**

B.

Description	Cost	Multiplier	Maximum Allowance
Out-of-School Time (Afterschool only)	$ 12.50	per student	$ 255,000.00
Case Management	$ 35.44	per unit	$ 85,064.13
Literacy Tutoring	$ 29.34	per unit	$ 84,520.55
Family Engagement	$ 13.42	per unit	$ 32,210.00
Security	$ 11,660.00	per unit	$ 11,660.00
		Subtotal	$ 468,454.68
Total Section B.	**$ 468,454.68**	**1 Site***	**$ 468,454.68**

***Northwestern Legends Elementary School**

C.

Section A. Total	$ 1,115,384.04
Section B. Total	$ 468,454.68
Program Total	**$ 1,583,838.72**

SERVICES CONTRACT
FOR
READ JAX LITERACY COLLABORATION PILOT

THIS SERVICES CONTRACT (this "***Contract***") is made and entered into as of the 1st day of August, 2023 (the "***Effective Date***"), by and between **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"***), and **BOYS' AND GIRLS' CLUBS OF NORTHEAST FLORIDA, INC.**, a Florida not-for-profit corporation, with its principal offices located at 10 South Newnan Street, Second Floor, Jacksonville, Florida 32202 (the "***Contractor***").

WHEREAS, KHA issued Request for Proposal ESC-0354-23, as amended by that certain Addendum Number One (l) dated May 1, 2023, that certain Addendum Number Two (2) dated May 5, 2023, and that certain Addendum Number Three (3) dated May 17, 2023 for Read Jax Literacy Collaboration Pilot for a literacy-focused, community wide system that results in every child reading on grade level by the end of third grade in four (4) schools in Duval County, Florida (the "***RFP***"); and

WHEREAS, based on Contractor's response to the RFP (the "***Response***"), KHA has awarded this Contract to the Contractor; and

WHEREAS, the City of Jacksonville's Competitive Sealed Proposal Evaluation Committee and Mayor authorized the award of a contract to Contractor on July 13, 2023.

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

1. **Engagement and Performance of Services**. Contractor shall perform the Services as specified in the RFP and the Response (the "***Services***"). The Services shall be provided at the location(s) shown on Exhibit A, attached hereto.

2. **Compensation.** KHA shall compensate Contractor monthly using the Unit of Service (UOS) method for reimbursement. The Unit of Service shall be for each actual unit delivered by Contractor during the immediately preceding month in accordance with the terms of the RFP, the Response, and the funding recommendation for Services shown on Exhibit A-1. The Unit of Service for these Programs shall be as follows and shown on Exhibit A-1 attached to this Contract: Out-of-School Time rate is $12.50 per student, Case Management rate is $35.44 per unit, Literacy Tutoring rate is $29.34 per unit, and Family Engagement rate is $13.42 per unit. No payments will be made until all applicable deliverables are received and approved by KHA in accordance with the RFP and this Contract.

3. **Maximum Indebtedness**. As required by Section 106.431, *Ordinance Code,* KHA's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed **ONE MILLION FOUR HUNDRED EIGHTY-SEVEN**

THOUSAND ONE HUNDRED SEVENTY-EIGHT DOLLARS AND 72/100 CENTS ($1,487,178.72). All amounts payable under this Agreement shall be subject to the availability of lawfully appropriated funds therefor. If funding for this Contract comes from grant funds from a funding agency not a part of the City of Jacksonville, payment by KHA is further contingent upon KHA actually receiving such grant funds and those funds being appropriated by the Jacksonville City Council. In the event the City Council appropriates less than one hundred percent (100%) of the Maximum Indebtedness or KHA fails to receive any applicable grant funding, Contractor agrees to execute any amendments to this Contract and any other documents required by KHA within ten (10) days of KHA's request.

4. **Term.** The term of this Contract shall commence on August 1, 2023 and shall continue through May 31, 2024, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to three (3) additional one (1) year periods by KHA, upon satisfactory performance by the 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 I of the RFP)
- Description and Services and Deliverables (Section 4 of the RFP)
- General Instructions (Section 2 of the RFP)
- General Terms and Conditions of Agreement (Section 3 of the RFP)
- 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 Contract 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 KHA:
Kids Hope Alliance
1095 A. Philip Randolph Boulevard
Jacksonville, Florida 32206
Attn: Saralyn Grass, Ed.D., CEO

With a Copy to:
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporate Secretary

As to the Contractor:
Boys' and Girls' Clubs of Northeast Florida, Inc.
10 South Newnan Street, 2nd Floor
Jacksonville, Florida 32202
Attn: Paul Martinez, CEO

7. **Contract Managers**. Each party will designate an individual to serve as 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, KHA's Contract Manager is Demica Davis, 1095 A. Philip Randolph Blvd., Jacksonville, Florida 32206; Phone (904) 255-3392, and the Contractor's Contract Manager is Bob Tedeschi, 10 South Newnan Street, Second Floor, Jacksonville, Florida 32202; Phone (904) 396-4435-Ext. 108. 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 KHA (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 electronically and 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 hereto have duly executed this Contract as of the Effective Date.

BOYS' AND GIRLS' CLUBS OF NORTHEAST FLORIDA, INC., *a Florida not-for-profit corporation*

By: _____
Paul Martinez, Chief Executive Officer

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*

By:_____
Saralyn Grass, Ed.D., Chief Executive Officer

Encumbrance and funding information for internal City use:
Account or PO Number:

Award Amount.....$ 1,487,178.72

TOTAL MAXIMUM INDEBTEDNESS AMOUNT: $ 1,487,178.72

This above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not, nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

_____
Director of Finance
City Contract Number: 70581-23

Form Approved:

_____
Office of General Counsel

SUBJECT: READ JAX LITERACY COLLABORATION PILOT

BID #: ESC-0354-23 **OPEN DATE: 5/17/23**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract - August 1, 2023 through May 31, 2023 with three (3) one (1) year renewal options

AGENCY: Kids Hope Alliance

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 5 **NUMBER RECEIVED: 10** **OTHER: 2**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the two (2) highest scoring responsive, responsible bidders, Boys' and Girls' Club of Northeast Florida, Inc. in the amount of $1,487,178.72, and Communities in Schools of Jacksonville, Inc. in the amount of $1,532,000.00 as a result of negotiation. Period of service will be from August 1, 2023 through May 31, 2024, with three (3) one (1) year renewal options. The total award expenditure not-to-exceed $3,019,178.72.

Funding Sources: ARP Funding 11415.191149.582001.010349 00000000.00000.0000000. $1,005,157.00
ESP – Out-of-School Time: 10901.181001.582001.000000.00000455.00000.0000000. $2,014,021.72.
To be executed by formal contract through the Office of General Counsel and process by purchase order(s).

Attachments: Recommendation Memo, Previous Award, Scoring Sheets, and Evaluation Criteria

ANALYST: _____ Olive Wallace-Cohen

RESPECTFULLY SUBMITTED _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Michael Weinstein, CEO, Kids Hope Alliance

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 7/13/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 7/14/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

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

SUBJECT: READ JAX LITERACY COLLABORATION PILOT

BID #: ESC-0354-23 **OPEN DATE: 5/17/23**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract - August 1, 2023 through May 31, 2023 with three (3) one (1) year renewal options

AGENCY: Kids Hope Alliance

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 5 **NUMBER RECEIVED: 10** **OTHER: 2**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Preliminary evaluation was done for the four (4) bids that were received for the Read Jax Literacy Collaboration Pilot. Of the respondents, Wayman Community Development Corporation was not scored due to the Principal Support Letters (Form 5) not being signed by the school principals; and Read USA, Inc., scored the lowest of all three applicants (see Exhibit 1). The RFP had a finite number of eight (8) sites and only one (1) award could be made per site with up to four (4) sites per provider. Boys' and Girls' Club of Northeast Florida and Read USA, Inc., applied for three (3) of the same sites but Boys' and Girls' Club of Northeast Florida scored higher.

Recommend approval to enter into negotiations with the top two (2) highest scoring bidders Boys' and Girls' Club of Northeast Florida, Inc., and Communities in Schools of Jacksonville, Inc.. The results will be documented and presented to the CSPEC Committee for approval.

Boys & Girls Club	97.74%	1
Communities in Schools	95.99%	2
Read USA.	84.98%	3

Attachments: Recommendation Memo, Scoring Sheets, and Evaluation Criteria

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
Olive Wallace-Cohen
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Michael Weinstein, CEO, Kids Hope Alliance

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 6/8/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 6/9/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

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