City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval St.
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

ONE CITY. ONE JACKSONVILLE.

TO: Gregory Pease, Chairman
Professional Services Evaluation Committee

FROM: Kendra Mervin, Project Manager KM

THRU: Debbie Verges, Project Director DV

11/02/17 12:39:48
Procurement Division

DATE: November 2, 2017

RE: **Amendment: Contract #10167-03**
NLP Logix, LLC P-46-17 AMD #3

Jacksonville Children's Commission/Journey requests an amendment to contract #10167-03 allowing NLP Logix, LLC to perform ongoing data analytics services in support of the Criminal Justice Reinvestment Grant.

Accordingly, we ask that the contract be increased by **$12,000** for a new maximum indebtedness of $236,500. The current request will be charged to **Index JCPS192CJR, Subobject 03109**.

Three projects have been awarded under contract 10167-03 RFP P-46-17:

- Office of Grants & Contract Compliance – Safe & Thriving Communities Grant
  $75,000 Index AFOD1F1STC
- Jacksonville Children's Commission – Criminal Justice Reinvestment Grant
  $27,000 Index JCPS192CJR
- Jax Journey – Youth Enrichment Program Efficacy Study/Survey Research & Preparation
  $85,000 Index MAAD019JNY
  $37,500 Index JCOD191RG

Attachments: New Scope of Services – CJRG Analytics
PSEC Memorandum Approval (Amendment No. 2) & Request
PSEC Memorandum Approval (Amendment No. 1) & Request
Prior Projects' Scopes of Services
Original Contract #10167-03 (for reference)
RFP Section 3.43 Cooperative Purchasing
FAMIS Account Summary

cc: Ruth Waters, Contract Manager
Alex Baker, PSEC Specialist

CJRG Analytics

a. **Scope of Work for this task:**
   - Modify CJRG analytics dashboard to accommodate new data collection processes
     - Create new scripts for data ETL (extract, transform, load) that are consistent with the new SAMIS data exports
     - Modify dashboard from original grant to support new data fields being collected and new grant performance measures
   - Dashboard maintenance
     - Provide dashboard refreshes with new incoming data
     - Present updated dashboard at CJRG task force meetings as requested
   - Provide support in creation of DCF quarterly reports

b. **Written objectives for project or task:**
   The objective for this project is to generate an analytics dashboard for grant performance that supports the new grant collection procedures beginning in November 2017. The dashboard will be refreshed with new data. Support will also be provided for calculations of grant performance measures as needed for the quarterly DCF reports.

c. **Written timeline for the project or task:**

   6.67 hours per month (average) for twelve months, for a total of 80 hours.

   Create dashboard for new grant analytics – 2 months
   Plan for calculations for DCF quarterly reports – 1 month
   Ongoing dashboard refreshes – once a month for twelve months

d. **Written list of deliverables:**
   - Dashboard for grant analytics consistent with new data collection processes
   - Digital medium (Excel templates, etc.) to support quarterly report calculations from SAMIS exports

e. **Preferred format for the deliverables:**
   - Tableau workbooks
   - Excel or similar for templates to support the grant performance calculations for quarterly reports

Exhibit 'C'

"Exhibit D"

Fee Schedule
10167-03 AMD3

The maximum cost of this effort is $12,000.00 and will be payable at $150.00/hour as the hours are worked on a monthly billing cycle.

QWS3270X 11/1/2017 4:30 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 11/01/2017
LINK TO: ACCOUNT SUMMARY INQUIRY 4:29 PM

FISCAL MO/YEAR : 01 2018 CURRENCY CODE :
INDEX CODE : JCPS192CJR CRIMINAL JUSTICE MENTAL HEALTH & SUB ABU
SUBOBJECT : 03109 PROFESSIONAL SERVICES
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	OCT 2017	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	15,026.00	15,026.00	15,026.00
EXPENDITURES	.00	.00	.00
ENCUMBRANCES	.00	.00	.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	15,026.00	15,026.00	15,026.00

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

G014 - RECORD FOUND

Exhibit 'D'

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.

October 12, 2017

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

Dear Mayor Curry:

Ref: P-46-17 Data Analytics Consultant Services (Amendment No. 2)
JCC/JAX Journey

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. 10167-03 between the City of Jacksonville and NLP Logix, LLC, for Data Analytics Consultant Services is amended to: (i) increase the maximum indebtedness by $37,500.00 to a new not-to-exceed total maximum of $224,500.00; and (ii) amend Section 4 "Term" of the contract to terminate March 31, 2018, with no renewal options remaining; All other terms and conditions, as previously amended, 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,

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

For - N.K.

APPROVED:

Lenny Curry, Mayor

This 14th day of October, 2017

GP ab

cc Council Auditor
Jeff Close, OGC
Melba Gray, GAD
Subcommittee Members

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

To:	Greg Pease, Chairman, Professional Services Evaluation Committee
From:	Kendra Mervin, Project Manager
Thru:	Debbie Verges, Project Director
Date:	10/11/2017
Re:	**Amendment to Contract 10167-03 NLP Logix, LLC Data Analytics Award P-46-17**

Jacksonville Children's Commission/Journey requests an amendment to contract 10167-03 allowing NLP Logix, LLC to perform ongoing data analytics services, provide guidance, technical assistance, and other essential tasks; which will facilitate the City's proficiency in making well informed data-driven decisions.

Accordingly, we ask that the contract be increased by **$37,500** for a new maximum indebtedness of $224,500; also amending the term to terminate 3/31/18, with no renewal options in accordance with Ordinance 2017-504. The current request will be charged to **Index JCOD191RG, Subobject 03109**.

Three prior projects have been awarded under contract 10167-03 RFP P-46-17:

- Office of Grants & Contract Compliance – Safe & Thriving Communities Grant
  $75,000 Index AFOD1F1STC
- Jacksonville Children's Commission – Criminal Justice Reinvestment Grant
  $27,000 Index JCPS192CJR
- Jax Journey – Youth Enrichment Program Efficacy Study/Survey Research & Preparation
  $85,000 Index MAAD019JNY

Attachments: Exhibits A & B
Finance Committee Budget Hearing #6 Minutes (p.4 highlighted)
PSEC Memorandum – Approval of Amendment No. 1
Administrative Award Bid No.: AD-0548-17
Prior Project Scopes of Services
Copies of Contracts 10167-03 and 10167-03 AMD1
RFP Section 3.43 Cooperative Purchasing
FAMIS Account Summary

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

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 14, 2017

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

Dear Mayor Curry:

Ref: P-46-17 Data Analytics Consultant Services (Amendment No. 1)
Office of Mayor/Office of Grants and Compliance

The Professional Services Evaluation Committee met Thursday, August 10, 2017, 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. 10167-03 between the City of Jacksonville and NLP Logix, LLC, for Data Analytics Consultant Services is amended to: (i) incorporate the attached Scope of Services and Contract Fee schedule identified as Revised Exhibit 'A'; (ii) increase the maximum indebtedness by $102,000 to a new not-to-exceed maximum of $187,000. 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. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

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 15th day of August, 2017

GP ab

cc Council Auditor
Jeff Close, OGC
Melba Gray, GAD
Subcommittee Members

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

City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval St.
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ONE CITY. ONE JACKSONVILLE.

To: Greg Pease, Chief of Procurement Division

From: Damian Cook, Grant Administrator DC

Office of Grants and Compliance

Date: August 4, 2017

Re: Amendment to Contract 10167-03 P-46-17

The Office of Grants and Contract Compliance would like to amend the award amount to NLP Logix, LLC by an increase of $102,000 to a new maximum indebtedness of $187,000. This increase will allow the NLP Logix, LLC to conduct work for the City as part of the Safe & Thriving Communities Grant in the Office of Grants & Compliance, and for the Criminal Justice Reinvestment Grant in the Jacksonville Children's Commission.

Project: Safe & Thriving Communities Grant
Index Code: AFOD1F1STC
Amount: $75,000
Scope: Provide data evaluation related to the work of the grant, including analyzing data, performing research, and providing written reports. Further, NLP will work on the creation of a dashboard related to the health of the local juvenile justice system.

Project: Criminal Justice Reinvestment Grant
Index Code: JCPS192CJR
Amount: $27,000
Scope: Reconstruct data from original grant period into dashboards, including extracting, transforming and loading data sources into dashboards, and providing analysis and descriptive observations from the data. Additionally, NLP will create a data collection plan for the new grant period and provide a written plan with supporting digital applications.

Please take appropriate action to recommend this amendment to RFP: P-46-17.

Thank you for considering our request.

Please contact me at 255-8742 if additional information is required.

Project #4

EXHIBIT "A"
SCOPE OF SERVICES

Ongoing Data Analytics

The consultant will be required to:

- Collect, extract and transform multiple data sources into a single database to include data from COJ and all relevant databases, such as the Department of Juvenile Justice, non-profits, State and Federal Government databases
- Apply statistical and machine learning modeling techniques to identify trends, predictors and other signals in the combined data sets
- Provide written report of results
- Analyze the efficacy of full-service, summer learning, afterschool and mentoring programs
- Provide consultation on the proper types of analysis and metrics that should be utilized in evaluation
- Provide presentations on the findings and analysis

NLP LOGIX

Project #3

Revised

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

Project #2

Exhibit A
SCOPE OF SERVICES
Project #3
for Jacksonville Children's Commission

Scope of Work for this task:

- Reconstruct data from original grant period into dashboards
- Extract, transform and load data sources into dashboards
- Provide analysis and descriptive observations from the data
- Put data collection plan together for new grant period
- Provide a written plan with supporting digital applications

Written objectives for project or task:

The objective for this project is to load the past grant-supported data into a dashboard for analysis and reporting of results. This base analysis will provide a foundation for a data collection plan for implementation in the new grant period beginning November 2017.

Written timeline for the project or task:

- Collect, extract, transform and load data – 3 weeks
- Build dashboards – 1-2 weeks
- Provide written plan – 2 weeks
- Provide digital applications to support the plan - 2 weeks

Written list of deliverables:

- Dashboard displaying past program/grant data
- Written report on data collection plan
- Digital medium (excel, csv templates, etc.) to support plan

Preferred format for the deliverables:

- Tableau workbooks
- Pdf format for work plan
- Excel or similar for templates to support the work plan

Access to any information, databases, or networks necessary for the project, following established City network security policies and procedures:

- Access to data extracted from SAMIS
- Masking of DJJ id numbers

Project #1

EXHIBIT "A"
SCOPE OF SERVICES

Youth Enrichment Program Efficacy Study

As part of a larger effort to help Jax Journey and the City of Jacksonville better understand how City Funded programs are helping reduce long-term crime trends and to influence decisions regarding future program funding, NLP Logix has been commissioned to perform an exhaustive Data Analysis Study. This is a large effort and will involve heavy collaboration with multiple individuals to help us understand the nature of the various programs, what data is available, and what the outcomes-based metrics should be.

The consultant will be required to:

- Perform Data Analysis of Youth Enrichment programs
- Provide outcomes-based measurement reports
- Meet monthly with key stakeholders to give updates on the progress of the analysis and answer questions
- Provide a comprehensive final report with all of the measures, as well as recommendations for future success
    - To include recommendations for improved data collection and maintenance
    - To include long-term data analysis capabilities

Survey Research & Preparation

In cooperation with Jax Journey and the Office of Juvenile Justice and Delinquency Prevention (OJJDP), NLP Logix has been commissioned to build a scientific survey for measuring the impact of crime and crime prevention programs on the youth of Jacksonville. The surveys will help build a better understanding of how many of our youth are involved in or exposed to various levels of crime, gang violence, firearm possession, or live in unsafe situations. The survey will be built to maximize the value of the quantitative information by standardizing the answers on a Likert-type scaling system and will also maximize the attributes that can be used in analyzing the survey results.

The consultant will be required to:

- Administer surveys at local high schools
- Analyze survey results
- Provide a report of analyzed survey results

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. Willett
Type/Print Name

CEO
Title

GC-#1131675-v1-Jax_Journey_NLP_Logix_June_2017.docx

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 <u>Scope of Services</u>.

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