



**FINANCE COMMITTEE
MEETING
AGENDA**

**Wednesday, August 14, 2019
9:30 AM - 11:00 AM**

		<u>T AB</u>
1. CALL TO ORDER	Tyra Tutor	
2. APPROVAL OF THE MINUTES	Tyra Tutor	1
3. FINANCE REPORT	Cynthia Nixon	2
• Financial Report – June 30, 2019		
4. NEW BUSINESS <i>(open for public comments)</i> Action Items		
• No Cost Extension STV Mini-Grant	Katoia Wilkins	3
• Special Needs RFP Amendment	Mary Nash	4
5. PUBLIC COMMENTS		
6. ADJOURN		



FINANCE COMMITTEE MEETING SUMMARY
July 10, 2019
9:30 AM – 11:00 AM

Voting Board Member Attendees:

Tyra Tutor
Dr. Wells

Staff:

Joe Peppers, Cynthia Nixon, Delores Williams, Adam Miller, Mary Tobin, Dr. Jennifer Blalock, Donnie Horner, Mary Nash, Kenneth Darity, Katoia Wilkins, Ruth Waters, Dae Lynn Helm, Lenora Wilson, John Everett, Tia Keitt, Sylvester Pinckney, LaRaya Strong and Terri Anderson

COJ Staff:

Julia Davis, Office of General Counsel

Guests: Leon Baxton, Communities in Schools; Kristin Carter, Take Stock; Tammy Morgan, Girls Inc.;

Call to Order

The Finance Committee Meeting was called to order at 9:31 a.m. by Tyra Tutor, Finance Chair. Ms. Tutor thanked everyone for coming and asked for approval of the June 12th finance summary. Dr. Wells made the motion to approve and Ms. Tutor seconded it. With no comments being heard the motion was passed.

Finance Report

Cynthia Nixon stated the report runs through May 31, 2019 and we are eight months into the fiscal year. The first report is a combined report that shows City funded and grant funded accounts into one report. Ms. Nixon went through each grant and line item in detail.

Other items discussed:

All Operation Funds Indexes	21 st Century Impact Grant and TeamUp Excel
Afterschool Food Program Grant	Summer Food Program Grant
Healthy Families Grant	SAMHSA Grant
Wallace Foundation Grant	
Youth Travel Trust Fund	Jax Kids Book Club
Criminal Justice, Mental Health &	Beaches Community Fund
Substance Abuse Reinvestment Grant	Stop the Violence
Mini Grants Program	

Ms. Nixon stated that the KHA budget enhancements have been approved and that Kids Hope Alliance will have to go before City Council Finance on August 22nd. Ms. Nixon will be working on the schedule M and getting the performance measures and the number of children served.



Dr. Wells and Ms. Tutor stated they will not be able to attend the July Board meeting and asked if it would be possible to move the meeting to Monday, July 15th. Dr. Wells asked for an update on NLP Logix. Mr. Peppers stated that he would like to NLP Logix to present information and do a business review at a possible Board Retreat in January of next year.

New Business

Adam Miller introduced Mini Grant Legislation.

The Finance Committee is asked to give Kids Hope Alliance authorization to file legislation to amend Sec. 111.850 Part A, to increase the maximum mini grant awards from \$5000 to \$25,000. Mr. Miller went on to say that Dr. Darby cautioned KHA about only awarding the larger amount and to make sure that we do not forget the smaller organizations. Dr. Wells made the motion and Ms. Tutor seconded it. Ms. Tutor opened the floor for discussion and public comments. Ms. Tutor agreed with Dr. Darby and stated it would be helpful to award those agencies that could handle the larger amount, but we must also ensure that we are helping the smaller ones. With no other comments, the motion was passed.

Ruth Waters introduced Youth Travel Trust Fund Application.

The Finance Committee is asked to approve the travel trust request from the Jacksonville Children's Chorus to travel to Dublin, Ireland to perform at Trinity College, GRUND Retirement Home and the Diocese of Down and Connor. Dr. Wells made the motion and Ms. Tutor seconded it. Ms. Tutor opened the floor for discussion and public comments. Dr. Wells says this is an excellent opportunity for our youth. Mr. Peppers visited the program and stated that they are serving at hope kids. With no other comments, the motion was passed.

Dr. Blalock introduced Department of Education 21st CCL Grant.

KHA will partner with Duval County Public Schools to submit a proposal to implement afterschool and summer programs to high school youth. The potential is to serve about 300 youth at three local high schools to build wraparound services and fill gaps. Mr. Peppers stated this is an amazing opportunity to do something that we are not doing in high schools. Dr. Wells made a motion to approve and Ms. Tutor seconded it. Ms. Tutor opened the floor for further discussion and public comments. Dr. Wells stated that he would like to know what the circumstances were of why we were not awarded before. There was discussion on which Essential Services budget will the funds come from and the amount of bonus points that could be awarded on the application. With no other comments this motion was passed.

Dr. Jennifer Blalock introduced Open Gyms Partnership.

The Finance Committee is asked to approve the Request for Proposal with the minimum qualifications, scope of services, evaluation criteria and performance metrics substantially in the form presented to the Committee. The Duval County Public School District, in partnership with Kids Hope Alliance, will pilot an Open Gym program during selected weeks Summer 2019 and the 2019-2020 school year at identified school locations. These include, for Summer 2019, Darnell Cookman, Northwestern, J.E.B. Stuart and Jeff Davis Middle Schools. The Program will operate from 4-10 pm weeknights and serve students ages 13-18 and during future school breaks,



where appropriate. Dr. Wells made the motion to approve and Ms. Tutor seconded it. Ms. Tutor opened the floor for discussion and public comments. There was discussion on the length of time, location and the number of students that will be served. Dr. Blalock explained that this is a collaborative effort with DCPS. The Committee talked about a breakdown of the funding per gym to see if there is a possibility of having left over dollars that could be used during other school breaks. Dr. Wells asked about making it available to the community centers, churches, and private schools. Ms. Tutor talked about being able to provide food due to the hours. With no other comments the motion was passed.

Katoia Wilkins introduced Juvenile Justice Diversion RFP.

The Finance Committee is asked to approve the Request for Proposal with the minimum qualifications, scope of services, evaluation criteria and performance metrics substantially in the form presented to the Committee. This is a diversionary pilot that:

1. Provides a trauma-informed framework grounded in a rights-based approach and utilizes restorative justice principles.
2. Implements valid instruments and tools to guide overall services and supports.
3. Aligns with the Kids Hope Alliance Essential Services Plan.
4. Is congruent with the Circuit 4 Juvenile Justice Advisory Board's Comprehensive Plan.
5. Adheres to the recommendations of the Juvenile Justice Advisory Committee.

Dr. Wells made the motion and Ms. Tutor seconded it. Ms. Tutor opened the floor for discussion and public comments. Mr. Peppers gave some background on the Diversion Program and stated that this was a recommendation from the States Attorney Office to move the program under KHA as a pilot. Ms. Wilkins stated that there will a transition team meeting and it will be opened to the public meeting Mr. Peppers stated that Chairman Gay will be the representative on the Task Force Committee. With no other comments, the motion was passed.

Mary Nash introduced Healthy Families Contract Renewal.

The Finance Committee is asked to approve a renewal of KHA's contract with the Northeast Florida Healthy Start Coalition (NFHSC), to be executed for 3 months from July 1, 2019 – September 30, 2019 with the option to renew for an additional 3 months after this period. NFHSC has been on a corrective action plan and will continue to be monitored for improvement. Ms. Nash stated the contract renewal for three months will ensure no gaps in services while preparing to possibly bid this out for the upcoming year. Dr. Wells made the motion and Ms. Tutor seconded it. Ms. Tutor opened the floor for discussion and public comments. Dr. Wells asked why the program was not performing. Ms. Nash said due to staff turnover, retaining families, and low salaries. Dr. Wells asked about the performance and the reason to extend the contract for three months. Mary Nash responded this would give staff time to do an RFP and put out for bid without interrupting the services. Dr. Wells agreed to the 3 months extension as to not put families in harm's way, while staff work on the developing the RFP and have it ready to go if the numbers do not improve during the contract extension. Dr. Wells stated that we really need to be looking for someone who can do the job. Ms. Nixon went over some history of the Healthy Families Program and the other agencies that provided those services. Dr. Wells recommended approval for three months with the need to find someone else. With no other discussion the motion to approve for three months was passed.



Kenneth Darity Introduced STEAM Funding Recommendations.

The Finance Committee is asked to approve the funding of Communities in Schools of Jacksonville Inc., Renaissance Jacksonville Inc., and Teen Leaders of America Inc. as listed in Exhibit I and approve the advanced payment of up to 25%. Mr. Darity stated that four providers came to the bidder's conference and only three had applied for funding. Those three agencies scored above the cutoff score of 70%. Dr. Wells made the motion and Ms. Tutor seconded it. Ms. Tutor opened the floor for discussion and public comments. Mr. Baxton, with Communities in Schools, thanked KHA for the opportunity to serve more kids in their programs. With no other comments being heard, all were in favor and the motion was passed.

Public Comment

Dr. Wells and Ms. Tutor asked to be notified about the possibility of changing the date of the July Board meeting.

Vicki Waytowich, Executive Director of Partnership for Children, asked about the Youth Travel Trust Fund.

ADJOURN

The meeting was adjourned at 11:28 a.m.



Financial Report

for the Period Ended

June 30, 2019

KIDS HOPE ALLIANCE
Combined City Fund, Grants & Trust Funds
Period: City Fiscal Year and Varying Grant Periods
June 30, 2019

	Current Budget	City Funds	After-School FY19	Summer Lunch FY19	Healthy Families FY19	Wallice FY19	Mental Health FY19	21st Century School FY19	21st Teamup - Excel FY19	SAMHSA High Fidelity FY19	Beaches EL	Youth Travel	KQA Stop the Violence	KQA Mini Grants	Book Club	Total	Total Encumbered	Remaining Budget	
REVENUES:																			
Interpersonal Revenue	7,279,954		2,346,058	-	788,753	915,000	60,000	169,667	-	357,767	49,600	40,794	289,550	701,941	216,213	3,664,245	1,882,754	(3,615,709)	
Contributions from Private Sources	1,428,173				1,040,500	419,465	197,000	157,718	-	-	-	-	-	701,941	216,213	1,882,754	1,677,683	4,581	
Contributions from Other Funds	1,677,683															1,677,683	197,000	(203,000)	
Department of Children & Families	400,000															400,000		-	
Interfund Transfer	146,000									146,000						146,000		-	
Trust Fund - Youth Travel	40,794											40,794				40,794		-	
Stop the Violence - Mini Grants	364,550												289,550			364,550		(75,000)	
Interfund Transfers	158,318													158,318		158,318		27,593	
Earnings on Investment	80,297													2,420		80,297		45,200	
Rental of City Facilities	81,840													2,420		81,840		(20,460)	
Contributions from General Fund	32,632,359	24,660,029											24,660,029			24,660,029		(7,972,330)	
NC Transfers	2,401,843	2,385,977											15,866			2,401,843		-	
Total Revenues	47,141,811	27,259,057	2,346,058	-	1,829,253	1,334,465	257,000	327,385	-	503,767	49,600	40,794	305,416	682,679	216,213	35,132,687	-	(11,809,123)	
EXPENDITURES:																			
Salaries - Permanent and Probationary	3,463,419	1,747,841	136,112	276,115	150,645	302,188	-	79,561	11,042	42,567	6,342	-	-	-	-	2,502,413	-	961,006	
Salaries - Part Time	1,413,922	1,137,210	2,867	36,659	16,663	15,365	-	175,011	21,528	-	-	-	-	49	-	405,803	-	1,008,119	
Employee Benefits	1,317,002	626,245	34,092	9,139	82,764	119,226	-	38,850	3,454	20,351	1,251	-	-	-	-	934,921	-	382,081	
After-School Team Up & St. Food Cost	2,863,433	-	2,059,704	-	-	-	-	-	-	-	-	-	-	-	-	2,059,704	-	(174,057)	
Summer Lunch - Food Cost	662,718	-	-	-	-	-	-	-	-	-	-	-	-	-	-	662,718	-	662,718	
Trust Fund Authority	954,869	-	-	-	-	-	-	-	-	-	-	-	-	-	-	954,869	-	-	
Internal Service Charges	900,810	573,196	6,428	9,531	49,229	1,075	-	43,847	4,995	2,748	24,195	-	-	819,081	144,246	642,207	10,000	258,603	
Other Operating Expenses	2,665,786	380,948	66,870	1,361	14,821	791,011	-	-	-	2,432	-	-	-	-	-	1,486,705	-	1,257,788	
Food	1,000	-	-	-	-	-	-	-	-	-	-	-	-	-	680	680	-	320	
Grants and Aids	33,030,743	13,639,290	-	-	1,506,017	52,926	121,239	-	-	425,069	-	-	-	6,060	-	15,813,571	-	5,496,773	
Indirect Costs	88,826	-	-	-	14,128	5,852	1,698	-	-	-	-	-	-	-	-	74,812	-	14,014	
Capital Outlay	11,077	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,936	-	3,454	
Transfers	1,809,679	1,620,637	-	-	-	-	-	-	1,884	-	-	-	-	75,000	-	1,695,637	-	114,002	
Reserves	315,384	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	315,384	
Total Expenditures	49,438,666	18,725,867	2,306,073	82,805	1,833,767	1,286,843	134,816	337,269	42,903	493,167	31,786	-	121,956	900,190	145,026	26,442,470	12,930,219	10,065,979	
Total Revenues Less Expenditures	(2,296,857)	8,532,190	41,985	(82,805)	(4,514)	47,622	122,184	(9,884)	(42,903)	10,600	17,812	40,794	183,460	(37,511)	71,187	8,890,217	(12,930,219)	(1,743,146)	
Reserve - Prior Year Encumbrances	2,133,943																		
Budget Difference	(162,914)																		

This report combines City and Grant Funds for presentation purposes only. Difference in Mini Grants

KIDS HOPE ALLIANCE
All Operating Fund Indexes

June 30, 2019

	Original Budget	Current Budget	Actual Year to Date	Encumbered Year to Date	Remaining Budget
REVENUES:					
Earnings on Investment	77,877	77,877	123,077	-	45,200
Rental of City Facilities	81,840	81,840	61,380	-	(20,460)
Gain/Loss SA	-	-	326	-	326
Miscellaneous	-	-	99,508	-	99,508
Intrafund Transfers (Trsf from 192)	-	-	-	-	-
Intrafund Transfers (Trsf from 192)	-	-	27,593	-	27,593
NC Transfers	247,870	2,385,977	2,385,977	-	-
Contributions from General Fund	31,936,961	32,632,359	24,660,029	-	(7,972,330)
Total Revenues	\$ 32,344,548	\$ 35,178,053	\$ 27,357,890	\$ -	\$ (7,820,163)
EXPENDITURES:					
Salaries - Permanent and Probationary	\$ 2,406,099	\$ 2,456,099	\$ 1,747,841	\$ -	\$ 708,258
Salaries - Part Time	273,091	503,091	137,710	-	365,381
Employee Benefits	904,735	921,678	626,245	-	295,433
Internal Service Charges	801,085	805,085	573,196	-	231,889
Other Operating Expenses	600,454	1,162,725	380,948	150,926	630,851
Capital Outlay	1	1	-	-	1
Grants and Aids	26,555,520	29,413,254	13,639,290	10,320,475	5,453,489
Transfers	488,179	1,734,679	1,620,637	-	114,042
Reserves	315,384	315,384	-	-	315,384
Total Expenditures	\$ 32,344,548	\$ 37,311,996	\$ 18,725,867	\$ 10,471,401	\$ 8,114,728
Total Revenues Less Expend.	\$ -	\$ (2,133,943)	\$ 8,632,023	\$ (10,471,401)	\$ 294,565
Reserve - Prior Year Encumbrances		2,133,943			
Budget Difference		0.00			

Additional Information:

Kids Hope Alliance
Operating Fund - Expenditure Detail
June 30, 2019

	Original Budget	Current Budget	Expenditures Year-to-Date	Encumbered Year-to-Date	Remaining Budget
EXPENDITURES					
REGULAR SALARIES AND WAGES:					
Permanent and Probationary Salaries	\$ 2,455,184	\$ 2,505,184	\$ 1,719,594	\$ -	\$ 785,590
Terminal Leave	\$ -	\$ -	\$ 15,552	\$ -	\$ (15,552)
Salaries Part Time	\$ 273,091	\$ 503,091	\$ 137,710	\$ -	\$ 365,381
Salaries/Benefits Lapse	\$ (67,015)	\$ (67,015)	\$ -	\$ -	\$ (67,015)
Overtime	\$ -	\$ -	\$ -	\$ -	\$ -
Leave Rollback/Sellback	\$ -	\$ -	\$ -	\$ -	\$ -
Special Pay	\$ 17,930	\$ 17,930	\$ 12,695	\$ -	\$ 5,235
Lump Sum Payment	\$ -	\$ -	\$ -	\$ -	\$ -
BENEFITS:					
FICA & Medicare	\$ 39,942	\$ 44,002	\$ 26,466	\$ -	\$ 17,536
Pension, Unfunded Liability & Disability & FRS Pension	\$ 368,886	\$ 375,745	\$ 279,922	\$ -	\$ 95,823
GEPP Define Contribution Pension	\$ 159,981	\$ 165,831	\$ 92,076	\$ -	\$ 73,755
Dental, Life & Health Insurance	\$ 318,784	\$ 318,958	\$ 214,919	\$ -	\$ 104,039
Worker's Compensation	\$ 17,142	\$ 17,142	\$ 12,849	\$ -	\$ 4,293
Unemployment Insurance	\$ -	\$ -	\$ 13	\$ -	\$ (13)
PROFESSIONAL SERVICES:					
Professional Services (Incl. 3rd party evaluator)	\$ 296,100	\$ 677,957	\$ 206,276	\$ 110,439	\$ 361,242
Background Checks/DR	\$ 5,949	\$ 5,949	\$ -	\$ -	\$ 5,949
OTHER CONTRACTUAL SERVICES:					
Contractual Services	\$ 10,936	\$ 10,936	\$ 5,100	\$ -	\$ 5,836
Training Workshops	\$ 5,299	\$ 6,499	\$ 5,130	\$ 380	\$ 989
TRAVEL AND PER DIEM:					
Travel Expenses (Out of County)	\$ 21,877	\$ 21,877	\$ 9,082	\$ -	\$ 12,795
Local Mileage & Parking & Tolls	\$ 20,994	\$ 20,994	\$ 10,598	\$ -	\$ 10,396
INTERNAL SERVICE CHARGES					
ITD Allocations	\$ 341,715	\$ 341,715	\$ 235,458	\$ -	\$ 106,257
OGC Legal - IS Allocation	\$ 84,623	\$ 84,623	\$ 76,195	\$ -	\$ 8,428
Copier Consolidation & Copy Center - IS Allocation	\$ 50,418	\$ 53,418	\$ 22,687	\$ -	\$ 30,731
FLEET - Van Maintenance	\$ 6,661	\$ 6,661	\$ 422	\$ -	\$ 6,239
Mailroom - IS Allocation	\$ 1,101	\$ 2,101	\$ 764	\$ -	\$ 1,337
Utilities Allocation - Public Works - IS Allocation	\$ 128,117	\$ 128,117	\$ 96,088	\$ -	\$ 32,029
Building Maintenance - City Wide - IS Allocation	\$ 121,586	\$ 121,586	\$ 91,190	\$ -	\$ 30,396
Guard Service & ADT - IS Allocation	\$ 65,889	\$ 65,889	\$ 49,417	\$ -	\$ 16,472
Ergonomic Assessment	\$ 975	\$ 975	\$ 975	\$ -	\$ -
RENTAL AND LEASES:					
Rentals & Other Rent	\$ 1	\$ 1	\$ -	\$ -	\$ 1
Rentals (Land & Buildings)	\$ -	\$ 7,583	\$ 3,084	\$ 319	\$ 4,180
INSURANCE:					
General Liability & Miscellaneous Insurance	\$ 25,315	\$ 25,315	\$ 22,417	\$ -	\$ 2,898
REPAIRS AND MAINTENANCE SERVICE:					
Repairs and Maintenance	\$ 2,000	\$ 2,000	\$ 938	\$ 993	\$ 69
Hardware/Software Maintenance or Licensing Agreement	\$ 41,000	\$ 107,000	\$ 37,802	\$ 890	\$ 68,308
PRINTING AND BINDING/PROMOTIONAL ACTIVITIES:					
Printing and Binding	\$ 1	\$ 1,843	\$ -	\$ -	\$ 1,843
Advertising and Promotion	\$ 8,927	\$ 34,026	\$ 26,398	\$ 667	\$ 6,961
OTHER CURRENT CHARGES AND OBLIGATIONS:					
Miscellaneous Services and Charges	\$ 5,050	\$ 6,550	\$ 3,170	\$ 982	\$ 2,398
Stipends	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ 5,000
Welfare - Burials	\$ 21,366	\$ 21,366	\$ -	\$ 21,366	\$ -
OFFICE AND OPERATING SUPPLIES:					
Postage	\$ 400	\$ 400	\$ (46)	\$ -	\$ 446
Office Supplies	\$ 15,300	\$ 20,300	\$ 6,768	\$ 1,110	\$ 12,422
Food	\$ 7,900	\$ 8,975	\$ 6,214	\$ 830	\$ 1,931
Equipment under \$1,000	\$ -	\$ -	\$ -	\$ -	\$ -
Other Operating Supplies (Incl. Literacy supplies/books)	\$ 38,867	\$ 40,819	\$ 16,690	\$ 11,384	\$ 12,745
Software, Computer Items Under \$1,000	\$ 1,000	\$ 32,748	\$ 182	\$ 1,566	\$ 31,000
Employee Training	\$ 8,798	\$ 16,413	\$ 4,088	\$ -	\$ 12,325
Dues, Subscriptions	\$ 58,374	\$ 58,174	\$ 17,057	\$ -	\$ 41,117
Office Furniture	\$ -	\$ 30,000	\$ -	\$ -	\$ 30,000
Computer Equipment	\$ 1	\$ 1	\$ -	\$ -	\$ 1
AIDS TO PRIVATE ORGANIZATIONS:					
Subsidies/Contributions (Agencies & Match \$\$)	\$ 26,555,520	\$ 29,413,254	\$ 13,639,290	\$ 10,320,475	\$ 5,453,489
INTRAFUND TRANSFERS					
Interfund Transfer - Debt Service Interest	\$ 218,385	\$ 218,385	\$ 165,060	\$ -	\$ 53,325
Interfund Transfer - Debt Service Principle	\$ 229,000	\$ 229,000	\$ 171,750	\$ -	\$ 57,250
Interfund Transfers Out	\$ 40,794	\$ 40,794	\$ 30,596	\$ -	\$ 10,198
Intrafund Transfers Out (HF, SAMHSA & Nutrition)	\$ -	\$ 1,246,500	\$ 1,253,231	\$ -	\$ (6,731)
Reserves	\$ 315,384	\$ 315,384	\$ -	\$ -	\$ 315,384
TOTAL OPERATING FUND INDEXES	\$ 32,344,548	\$ 37,311,996	\$ 18,725,867	\$ 10,471,401	\$ 8,114,728

KIDS HOPE ALLIANCE

After-School Food Program Grant

Grant Period: October 1, 2018 to September 30, 2019

June 30, 2019

	Current Budget	Actual Year to Date	Encumbered Year to Date	Remaining Budget
REVENUES:				
Intergovernmental Revenue	\$ 3,130,928	\$ 2,348,058	\$ -	\$ (782,870)
Total Revenues	\$ 3,130,928	\$ 2,348,058	\$ -	\$ (782,870)
EXPENDITURES:				
Salaries - Permanent and Probationary	\$ 167,478	\$ 136,112	\$ -	\$ 31,366
Salaries - Part Time	8,183	2,867	-	5,316
Employee Benefits	46,415	34,092	-	12,323
After-School Team Up - Food/Food Transp	2,863,433	2,059,704	265,068	538,661
Internal Service Charges	21,072	6,428	-	14,644
Other Operating Expenses	22,762	66,870	-	(44,108)
Capital Outlay	1,585	-	-	1,585
Indirect Costs	-	\$ -	-	-
Total Expenditures	\$ 3,130,928	\$ 2,306,073	\$ 265,068	\$ 559,787
Total Revenues Less Expenditures	\$ -	\$ 41,985	\$ (265,068)	\$ (223,083)

Purpose of Grant:

Provide snacks and suppers to children in afterschool programs.

Additional Information:

KIDS HOPE ALLIANCE

Summer Food Program Grant

Grant Period: May 1, 2019 to September 30, 2019

June 30, 2019

	Actual Budget	Actual Year to Date	Encumbered Year to Date	Remaining Budget
REVENUES:				
Intergovernmental Revenue	\$ 1,038,118	\$ -	\$ -	(1,038,118)
Revenue Fwd from Prior Year Funding	\$ -	\$ -		
Total Revenues	\$ 1,038,118	\$ -	\$ -	\$ (1,038,118)
EXPENDITURES:				
Salaries - Permanent and Probationary	\$ 72,936	\$ 26,115	\$ -	46,821
Salaries - Part Time	172,980	36,659	-	136,321
Employee Benefits	23,817	9,139	-	14,678
Internal Service Charges	14,800	9,531	-	5,269
Contractual Services (food contract)	662,718	-	662,718	-
Other Operating Expenses	86,078	1,361	7,235	77,482
Capital Outlay	-	-	-	-
Indirect Cost	4,789	-	-	4,789
Total Expenditures	\$ 1,038,118	\$ 82,805	\$ 669,953	\$ 285,360
Total Revenues Less Expenditures	\$ -	\$ (82,805)	\$ (669,953)	\$ (752,758)

Additional Information:

KIDS HOPE ALLIANCE

Healthy Families Grant

Grant Period: July 1, 2018 to June 30, 2019

June 30, 2019

	Current Budget	Actual Year to Date	Encumbered Year to Date	Remaining Budget
REVENUES:				
Intergovernmental Revenue	\$ 1,094,500	\$ 788,753	\$ -	\$ (305,747)
Contributions from Other Funds	1,040,500	1,040,500	-	-
Total Revenues	\$ 2,135,000	\$ 1,829,253	\$ -	\$ (305,747)
EXPENDITURES:				
Salaries - Permanent and Probationary	\$ 156,614	\$ 150,645	\$ -	\$ 5,969
Salaries - Part Time	21,430	16,663	-	4,767
Employee Benefits	83,393	82,264	-	1,129
Internal Service Charges	51,200	49,229	-	1,971
Other Operating Expenses	25,366	14,821	2,652	7,893
Capital Outlay	-	-	-	-
Grants and Aids	1,782,869	1,506,017	276,852	-
Indirect Costs	14,128	14,128	-	-
Total Expenditures	\$ 2,135,000	\$ 1,833,767	\$ 279,504	\$ 21,729
Total Revenues Less Expenditures	\$ -	\$ (4,514)	\$ (279,504)	\$ (284,018)

Purpose of Grant:

An evidence-based, voluntary home visitation program proven to prevent child abuse/neglect for Jacksonville's highest at-risk families.

Additional Information:

Revenue of \$112,760 for May was received in July.

KIDS HOPE ALLIANCE

Wallace Foundation Grant

Grant Period: March 15, 2012 to September 30, 2019

June 30, 2019

	Current Budget	Actual Life to Date	Encumbered	Remaining Budget
REVENUES:				
Contributions from Private Sources	\$ 915,000	\$ 915,000	\$ -	\$ -
Contributions from Other Funds	419,465	419,465	-	-
Total Revenues	\$ 1,334,465	\$ 1,334,465	\$ -	\$ -
EXPENDITURES:				
Salaries - Permanent and Probationary	\$ 302,188	\$ 302,188	\$ -	\$ -
Salaries - Part Time	46,324	15,365	-	30,959
Employee Benefits	119,675	119,226	-	449
Internal Service Charges	4,552	1,075	-	3,477
Other Operating Expenses	802,195	791,011	3,250	7,934
Capital Outlay	5,052	5,052	-	-
Indirect Costs	54,479	52,926	-	1,553
Total Expenditures	\$ 1,334,465	\$ 1,286,843	\$ 3,250	\$ 44,372
Total Revenues Less Expenditures	\$ -	\$ 47,622	\$ (3,250)	\$ 44,372

Purpose of Grant:

Develop a uniformly high quality seamless and coordinated system of out-of-school time, with shared goals for children in Jacksonville.

Additional Information:

Budget appropriated for life of the grant.

Initially a 4 year grant; grant period extended through September 30, 2019.

KIDS HOPE ALLIANCE

21st CCLC Program - Impact Grant

Grant Period: August 1, 2018 to July 31, 2019

June 30, 2019

	Current Budget	Actual Year to Date	Encumbered Year to Date	Remaining Budget
REVENUES:				
Intergovernmental Revenue	\$ 316,408	\$ 169,667	\$ -	\$ (146,741)
Contributions from Other Funds	157,718	157,718	-	-
Total Revenues	\$ 474,126	\$ 327,385	\$ -	\$ (146,741)
EXPENDITURES:				
Salaries - Permanent and Probationary	\$ 113,517	\$ 79,561	\$ -	\$ 33,956
Salaries - Part Time	215,604	175,011	-	40,593
Employee Benefits	46,768	38,850	-	7,918
Internal Service Charges	500	-	-	500
Other Operating Expenses	97,737	43,847	31,499	22,391
Capital Outlay	-	-	-	-
Indirect Costs	-	-	-	-
Total Expenditures	\$ 474,126	\$ 337,269	\$ 31,499	\$ 105,358
Total Revenues Less Expenditures	\$ -	\$ (9,884)	\$ (31,499)	\$ (41,383)

Purpose of Grant:

Provide afterschool program at San Jose and Hyde Park elementary schools.

Additional Information:

Programs are City operated.

Invoiced Grantor for April and May revenue in the amount of \$59,958.83

KIDS HOPE ALLIANCE

21st CCLC Program - Teamup Excel

Grant Period: September 1, 2018 to August 30, 2019

June 30, 2019

	Current Budget	Actual Year to Date	Encumbered Year to Date	Remaining Budget
REVENUES:				
Intergovernmental Revenue	\$ 700,000	\$ -	\$ -	\$ (700,000)
Contributions from Other Funds	-	-	-	-
Total Revenues	\$ 700,000	\$ -	\$ -	\$ (700,000)
EXPENDITURES:				
Salaries - Permanent and Probationary	\$ 100,000	\$ 11,042	\$ -	\$ 88,958
Salaries - Part Time	446,310	21,528	-	424,782
Employee Benefits	40,279	3,454	-	36,825
Internal Service Charges	100	-	-	100
Other Operating Expenses	109,972	4,995	10,614	94,363
Capital Outlay	3,339	1,884	687	768
Indirect Costs	-	-	-	-
Total Expenditures	\$ 700,000	\$ 42,903	\$ 11,301	\$ 645,796
Total Revenues Less Expenditures	\$ -	\$ (42,903)	\$ (11,301)	\$ (54,204)

Purpose of Grant:

Provide afterschool program at Cedar Hills and Gregory Drive

Additional Information:

Programs are City operated.

Invoiced Grantor for May and June revenue in the amount of \$ 41,685.75

KIDS HOPE ALLIANCE

Criminal Justice, Mental Health & Substance Abuse Reinvestment Grant

Grant Period: November 1, 2018 to October 31, 2019

June 30, 2019

	Current Budget	Actual Year to Date	Encumbered Year to Date	Remaining Budget
REVENUES:				
Department of Children & Families	\$ 400,000	\$ 197,000	\$ -	\$ (203,000)
Contributions from Other Funds	60,000	60,000	-	-
Total Revenues	\$ 460,000	\$ 257,000	\$ -	\$ (203,000)
EXPENDITURES:				
Salaries Part Time	\$ 1	\$ -	\$ -	\$ 1
Other Operating Expenses	21,352	11,879	4,952	4,521
Internal Service Charges	1	-	-	1
Capital Outlay	-	-	-	-
Grants and Aids	429,276	121,239	305,553	2,484
Administrative Support	9,370	1,698	-	7,672
Total Expenditures	\$ 460,000	\$ 134,816	\$ 310,505	\$ 14,679
Total Revenues Less Expenditures	\$ -	\$ 122,184	\$ (310,505)	\$ (188,321)

Purpose of Grant:

Identify and refer youth with a mental health or substance use problems to services in an effort to prevent them from going deeper into the juvenile justice system.

Additional Information:

This is the second year of a three year grant.

KIDS HOPE ALLIANCE

SAMHSA - High Fidelity Wrap Around Grant

Grant Period: September 30, 2018 to September 29, 2019

June 30, 2019

	<u>Current Budget</u>	<u>Actual Year to Date</u>	<u>Encumbered Year to Date</u>	<u>Remaining Budget</u>
REVENUES:				
Intergovernmental Revenue	\$ 1,000,000	\$ 357,767	\$ -	\$ (642,233)
Intrafund Transfer	146,000	146,000	-	-
Total Revenues	\$ 1,146,000	\$ 503,767	\$ -	\$ (642,233)
EXPENDITURES:				
Salaries - Permanent and Probationary	\$ 83,495	\$ 42,567	\$ -	\$ 40,928
Employee Benefits	32,246	20,351	-	11,895
Internal Service Charges	2,500	2,748	-	(248)
Other Operating Expenses	26,659	2,432	-	24,227
Capital Outlay	1,100	-	-	1,100
Grants and Aids	1,000,000	425,069	574,931	-
Indirect Costs	-	-	-	-
Total Expenditures	\$ 1,146,000	\$ 493,167	\$ 574,931	\$ 77,902
Total Revenues Less Expenditures	\$ -	\$ 10,600	\$ (574,931)	\$ (564,331)

Purpose of Grant:

This grant is to identify children who are admitted to crisis stabilization in NE Florida (Baker Act), refer them upon discharge to a mental health center; and respond to their immediate physical and mental health needs.

Additional Information:

Year 4 and final year of a SAMHSA pass-through grant
Carryover request for \$543,725 is pending. Processed in July.

KIDS HOPE ALLIANCE

Beaches Community Fund Early Learning Grant

Grant Period: October 1, 2018 to June 30, 2019

June 30, 2019

	Current Budget	Actual Year to Date	Encumbered Year to Date	Remaining Budget
REVENUES:				
Contributions from Privated Sources	\$ 50,500	\$ 49,600	\$ -	\$ (900)
Total Revenues	\$ 50,500	\$ 49,600	\$ -	\$ (900)
EXPENDITURES:				
Salaries - Permanent and Probationary	\$ 11,091	\$ 6,342	\$ -	\$ 4,749
Employee Benefits	2,682	1,251	-	1,431
Other Operating Expenses	36,727	24,195	3,425	9,107
Total Expenditures	\$ 50,500	\$ 31,788	\$ 3,425	\$ 15,287
Total Revenues Less Expenditures	\$ -	\$ 17,812	\$ (3,425)	\$ 14,387

Purpose of Grant:

Improved early learning centers and early learning outcomes for children in the beaches community.

Additional Information:

This grant has been extended until June 30, 2019.

All encumbered amounts were paid in July. This grant is ready to be closed.

KIDS HOPE ALLIANCE
Youth Travel Trust Fund
June 30, 2019

	Original Budget	Current Budget	Actual Year to Date	Encumbered Year to Date	Remaining Budget
REVENUES:					
Transfer from Other Funds	\$ 40,794	\$ 40,794	\$ 40,794	\$ -	\$ -
Total Revenues	\$ 40,794	\$ 40,794	\$ 40,794	\$ -	\$ -
EXPENDITURES:					
Grants and Aids	\$ 40,794	\$ 40,794	\$ -	\$ -	\$ 40,794
Total Expenditures	\$ 40,794	\$ 40,794	\$ -	\$ -	\$ 40,794
Total Revenues Less Expenditures	\$ -	\$ -	\$ 40,794	\$ -	\$ 40,794

Purpose of Program:

Assist youth and chaperones with the cost of travel expenses to events when selected to represent Jacksonville.

Additional information:

Funds left at the end of the year revert to fund balance.

KIDS HOPE ALLIANCE

Kids Hope Alliance Trust Fund - Stop the Violence

June 30, 2019

	Current Budget	Actual Life to Date	Encumbered	Remaining Budget
REVENUES:				
Interfund Transfer In	\$ 364,550	\$ 289,550	\$ -	\$ (75,000)
NC-Transfers	15,866	15,866	-	-
Total Revenues	\$ 380,416	\$ 305,416	\$ -	\$ (75,000)
EXPENDITURES:				
Trust Fund Authority	\$ 15,866	\$ -	\$ 10,000	\$ 5,866
Grants and Aids	364,550	121,956	242,588	6
Total Expenditures	\$ 380,416	\$ 121,956	\$ 252,588	\$ 5,872
Total Revenues Less Expenditures	\$ -	\$ 183,460	\$ (252,588)	\$ (69,128)

Purpose of Program:

Grants up to \$5,000. This fund includes the special appropriation of \$10,000 awarded to address youth violence in the community.

Additional information:

KIDS HOPE ALLIANCE

Kids Hope Alliance Trust Fund - Mini Grants Program

June 30, 2019

	Current Budget	Actual Life to Date	Encumbered	Remaining Budget
REVENUES:				
Gain/Loss	\$ 2,420	\$ 2,420	\$ -	\$ -
Contributions from Private Sources	696,460	701,941	-	5,481
Interfund Transfer In	158,318	158,318	-	-
Total Revenues	\$ 857,198	\$ 862,679	\$ -	\$ 5,481
EXPENDITURES:				
Other Operating Expenses	\$ 49	\$ 49	\$ -	\$ -
Trust Fund Authority	939,003	819,081	-	119,922
Interfund Transfer Out	75,000	75,000	-	-
Indirect Cost	6,060	6,060	-	-
Total Expenditures	\$ 1,020,112	\$ 900,190	\$ -	\$ 119,922
Total Revenues Less Expenditures	\$ (162,914)	\$ (37,511)	\$ -	\$ 125,403

Purpose of Program:

Mini Grants up to \$5,000 per KHA Trust Sec 111.850 Part A

Additional information:

KIDS HOPE ALLIANCE
Jax Kids Book Club Trust Fund
June 30, 2019

	Current Budget	Actual Life to Date	Encumbered	Remaining Budget
<u>REVENUES:</u>				
Contributions from Private Sources	\$ 216,213	\$ 216,213	\$ -	\$ -
Total Revenues	\$ 216,213	\$ 216,213	\$ -	\$ -
<u>EXPENDITURES:</u>				
Operating Expenses	\$ 214,213	\$ 144,346	\$ 56,794	\$ 13,073
Food	1,000	680	-	320
Internal Service Charges	1,000	-	-	1,000
Total Expenditures	\$ 216,213	\$ 145,026	\$ 56,794	\$ 14,393
Total Revenues Less Expenditures	\$ -	\$ 71,187	\$ (56,794)	\$ 14,393

Purpose of Program:

Provide books to children at the end of their VPK year as they transition to kindergarten to help encourage reading over the summer.

Additional information:

Self-appropriating Trust Fund

BOARD ACTION ITEM

GOVERNANCE COMMITTEE: AUGUST 5, 2019

FINANCE MEETING: AUGUST 14, 2019

BOARD MEETING DATE: AUGUST 21, 2019

TO: KIDS HOPE ALLIANCE BOARD OF DIRECTORS

FROM: JOSEPH PEPPERS, CHIEF EXECUTIVE OFFICER

RE: NO COST EXTENSION FOR STOP THE VIOLENCE AND FAITH-BASED NEIGHBORHOOD GRANTS

REQUESTED ACTION:

The Board is asked to:

- 1) Approve the extension of contracts awarded under KHA's Neighborhood Faith-Based Intervention and Prevention Programs RFP and KHA's Stop the Violence Mini Grant Program through March 31, 2020 for organizations that request an extension to complete awarded programs.
- 2) Allow agencies to create new line items and make budget amendments to contracts in excess of 10% of their original budget, but the original award amount will not change.
- 3) Authorize the CEO to execute amendments to the contracts or other legal documents necessary.

NARRATIVE:

- Effective 10/1/2018 and 11/1/2018, two new programs were implemented: the Neighborhood Faith-Based Intervention and Prevention Programs RFP and the Stop the Violence Mini Grants Program.
- The purpose of both programs was to provide prevention and intervention programming that would address youth violence and provide immediate assistance, with pathways out of violence for youth in Duval County communities.
- A total of \$364,400.00 was awarded under the Mini-Grants Program to thirty-six (36) organizations with maximum lump sum grant awards at \$10,000.00 through an application process approved by KHA under the Kids Hope Alliance Trust fund. Priority points were given to organizations with budgets of less than \$100,000. Many of the contracts were awarded to grassroots/neighborhood organizations.
- An additional \$50,000.00 was awarded to six (6) faith-based organizations under the Neighborhood Faith-Based Intervention and Prevention Programs RFP.
- There is a significant attribute created by these programs in that they allow grassroots/neighborhood organizations to have the opportunity to qualify and win grant awards that address community needs. However, there has been a learning curve for these organizations which has delayed implementation of these programs. So, if requested by the grantees, Kids Hope Alliance is requesting an extension of the contract period from October 1, 2019 through March 31, 2020, to allow the grantees to complete awarded programs. Existing contracts would expire September 30, 2019.

FISCAL IMPACT:

Grantees will have the opportunity to expend most of awarded funds as initially proposed.

GOVERNANCE/PROGRAM IMPACT:

This request requires KHA Board Approval. Approval of this Board Action Item is inclusive of any necessary waivers and other administrative actions as determined by the Office of General Counsel.

OPTIONS:

1. Vote to approve
2. Decline to approve

STAFF RECOMMENDATION: Staff recommends approval.

STV Mini Grants 2019-2020 No Cost Extension

Agency Name	Contract Award
100 Black Men	\$ 10,000.00
2nd Mile Ministries. INC.	\$ 9,970.00
America's Little Leaders	\$ 10,000.00
Annie Ruth Foundation	\$ 10,000.00
Boy Scouts of America, N FL Council, Inc.	\$ 10,000.00
Boys and Girls Club	\$ 10,000.00
Cage Consulting	\$ 9,820.00
Carver Lincoln Association for Youth, Inc.	\$ 10,000.00
Cathedral Arts Project	\$ 10,000.00
Chosen of God Miracle, Kingdom Builders International Ministries, INC. and GC-Ware Ministries Inc.	\$ 10,000.00
Delta Sigma Theta-	\$ 10,000.00
Don't Miss A Beat, INC.	\$ 10,000.00
Electas House, Inc.	\$ 9,959.00
Empowerment Resources, INC.	\$ 10,000.00
Excellence Academy for the Performing and Visual Arts, INC.	\$ 10,000.00
God's Glory From Heaven Outreach Ministries,C19:E33 INC.	\$ 10,000.00

Great Expectations Educational Resources and Supports (GEERS)	\$ 5,000.00
Heart to Heart Christian Academy and Childcare, INC.	\$ 10,000.00
Hope at Hand, Inc.	\$ 10,000.00
Hope Street	\$ 5,000.00
Jacksonville Arts & Music School	\$ 10,000.00
Jacksonville Community Coalition, Inc.	\$ 10,000.00
Jacksonville Urban League, INC.	\$ 10,000.00
Junior Achievement of North Florida, INC.	\$ 9,920.00
Krumpin For Success Inc.	\$ 5,000.00
Marathon High, Inc.	\$ 10,000.00
Northside Coalition of Jacksonville	\$ 10,000.00
Northwest Behavioral Health Services, Inc.	\$ 10,000.00
P. S. Never Give Up Hope Inc.	\$ 10,000.00
Pearls of Perfection	\$ 5,000.00
Police Athletic League Of Jacksonville, Inc.	\$ 10,000.00
Project A.K.A.	\$ 10,000.00
Revitalize Arlington, Inc.	\$ 9,875.00
Solid Rock Baptist Church	\$ 10,000.00
The Foundation Academy	\$ 10,000.00

Trinity Deliverance Christian Church	\$ 10,000.00
Tristan's Acceleration Academy	\$ 10,000.00
Us & Ours Children	\$ 10,000.00
WILD EDU	\$ 10,000.00
YMCA	\$ 10,000.00
Total	\$ 379,544.00

Neighborhood and Faith Based

Agency Name	Contract Award
Bethel Baptist	\$ 5,000.00
Books and Burgers	\$ 5,000.00
Don't Miss A Beat	\$ 10,000.00
St. Paul Misisonary Baptist	\$ 10,000.00
Teen Leaders	\$ 10,000.00
Urban League	\$ 10,000.00
Total	\$ 50,000.00



Program Ended

Programs Needing Extension

BOARD ACTION ITEM:

FINANCE COMMITTEE: AUGUST 14, 2019

BOARD MEETING DATE: AUGUST 21, 2019

TO: KIDS HOPE ALLIANCE BOARD OF DIRECTORS

FROM: JOE PEPPERS, CHIEF EXECUTIVE OFFICER

RE: AMENDMENT TO THE REQUEST FOR PROPOSALS: SPECIAL NEEDS

REQUESTED ACTION:

The Board is asked to:

- 1) Approve an amendment to the Request for Proposals (RFP) for Special Needs with the minimum qualifications, scope of services, evaluation criteria and performance metrics substantially in the form presented to the Board.

NARRATIVE:

The KHA Board approved a Request for Proposals for Special Needs at the June, 2019 Board of Directors meeting. The RFP includes programming to support and assist children and youth living with special needs, including but not limited to, mental, behavioral, emotional or physical disabilities. In order to also utilize the funding from Bill 2019-23 for Youth and Family Empowerment Centers (YFEC) in the amount of \$600,000.00, this amount has been added to the Special Needs RFP, but as a funding amount specific to the purpose of the YFEC. This increases the RFP amount from the original \$1,471,595.00 to a new total of \$2,071,595.00.

FISCAL IMPACT:

RFP Amount is up to \$2,071,595.00

GOVERNANCE/PROGRAM IMPACT:

This action requires Board approval. Approval of this Board Action Item is inclusive of any necessary waivers and other administrative actions as determined by the Office of General Counsel.

OPTIONS:

1. Vote to approve.
2. Decline to approve.

STAFF RECOMMENDATION: Staff recommends approval.

REQUEST FOR PROPOSAL

**Special Needs Programs & Services
For
City of Jacksonville, Florida
(Kids Hope Alliance)**

**SECTION 1
(Specific Information Regarding this RFP)**

1.1 Introduction

The City of Jacksonville (“**Buyer**”) intends to hire an individual or firm (“**Contractor**”) to provide the services described in Section 1.2 of this Request for Proposal (“**RFP**”). Persons interested in submitting a response to this RFP (a “**Response**”) 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
- Attachment D Sample Contract
- Attachment E KHA Special Terms and Conditions
- Attachment F Submission Checklist
- Attachment G Disqualified/Probationary Vendors List
- Attachment H Indemnification Requirements
- Attachment I Insurance Requirements
- Attachment J Protest Procedures

- Form 1 Budget and Budget Narrative
- Form 2 Conflict of Interest Certificate
- Form 3 Insurance Agent Acknowledgement
- Form 4 No Bid Survey

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.

The Kids Hope Alliance is accepting proposals for the provision of Special Needs related services that target prevention and/or intervention for children living with Special Needs in Jacksonville, FL. Special Needs is defined in the KHA ordinance as mental, emotional, behavioral or physical disabilities. Responses should include a detailed program description which outlines the services proposed, the specific population targeted as related to the Special Needs definition and a detailed plan for implementation of services.

Please see Section 4 for a full description of the services and deliverables required under this RFP.

1.3 Term of Agreement.

The initial term of agreement will be from October 1, 2019 and will continue through September 30, 2020. Buyer will have the option to renew such agreement for two (2) additional one (1) year terms, contingent upon, but not limited to, availability of funds and satisfactory performance by the Contractor. The Contract is subject to early termination as set forth elsewhere in this RFP.

1.4 Minimum Requirements for Contractors.

Contractors must satisfy the following mandatory minimum requirements in order to have their Responses evaluated. By submitting a Response, Contractor warrants and represents that it satisfies these requirements. Failure to meet these requirements and present written documentation at the time of bid opening will result in the Response not being evaluated and being rejected as non-responsive:

1. The contractor must be a community-based 501(c)(3) non-profit entity organized in the State of Florida or authorized to do business in the State of Florida.
2. The contractor must have at least one (1) year of prior experience providing special needs programming.

1.5 Equal Business Opportunity Program

It is an official policy of the City of Jacksonville to encourage the maximum participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. To participate as a JSEB on Buyer projects, a company must be certified as a JSEB with the City's Equal Business Opportunity Office.

This RFP and the resulting Contract are subject to requirements of the "Encouragement Plan," which is fully described on Attachment C to this RFP.

Contractors may contact Buyer's Equal Business Opportunity Office at 904-255-8840 or find the JSEB directory on Buyer's website. Please contact the Contact Person identified in Section 1.12 if you are uncertain of Buyer's website address or if you experience problems accessing it.

1.6 Documents Available for Inspection

There are no documents available for inspection.

1.7 Federal Funds.

Federal funds will not be used as part of this solicitation.

1.8 Pre-Bid Meeting. TBA

A pre-bid meeting is scheduled for August TBA, 2019 at p.m. at Kids Hope Alliance, Board Room, 1095 A. Philip Randolph Blvd., Jacksonville, FL 32206

1.9 Response Due Date.

The deadline for submitting responses to this RFP is Wednesday, August TBA, 2019 at 2:00 p.m. Please see Sections 2.3 and 2.4 for more details.

1.10 Response Delivery Location.

Responses must be delivered to the following location:

City of Jacksonville
Procurement Division
214 N. Hogan Street, Room 105
Jacksonville, Florida 32202

1.11 Response Opening.

Responses received shall be publicly announced and recorded at 2:00 PM on the Response Due Date in meeting room #110, 1st Floor, Ed Ball Bldg., 214 N. Hogan Street.

1.12 Contact Person.

If any questions arise during the bidding period of this Project, contact Annette Burney, Purchasing Analyst Procurement Division, at aburney@coj.net.

Please refer to Section 2.9 for further information on who may and may not be contacted regarding this RFP.

1.13 Questions and Requests for Amendments. Any questions, requests for information or requests for amendments to this RFP must be submitted in accordance with Section 2.2 of this RFP.

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**SECTION 2
GENERAL INSTRUCTIONS
(RFP for CSPEC Services)**

Contents

- 2.1 Application of Chapter 126 and Other Laws
- 2.2 Questions and Requests for Amendment to RFP
- 2.3 Format/Content of Responses
- 2.4. Submission of Responses
- 2.5 Evaluation of Responses
- 2.6 Award of Contract
- 2.7 Terms of Agreement
- 2.8 Public Meetings and Special Accommodations
- 2.9 Ex-Parte Communication
- 2.10 Cost of Developing RFP Response
- 2.11 Response Ownership
- 2.12 Public Records Law; Process For Protecting Trade Secrets and Other Information
- 2.13 Multiple Responses from Same Contractor; No Collusion
- 2.14 Conflict of Interest
- 2.15 Convicted Vendor List
- 2.16 Discriminatory Vendor List
- 2.17 Contractor Representations
- 2.18 Protests

2.1 **Application of Chapter 126 and Other Laws.** The selection of and contracting with a Contractor under the RFP will be in accordance with Part 2 of Chapter 126, of the Jacksonville Ordinance Code. Other provisions of federal, state, county and local laws, and administrative procedures, policies or rules may apply to the RFP and any claims or disputes arising hereunder. Lack of knowledge of the law or administrative procedures, policies, or rules by any Contractor shall not constitute a cognizable defense against their effect.

2.2 **Questions and Requests for Amendment to RFP.** If a Contractor (i) has questions about the RFP, (ii) finds discrepancies, omissions or ambiguities in the RFP, or (iii) believes any term or condition of the RFP is unreasonable, Contractor should request an amendment to the RFP. The request should reference the RFP section at issue and include any specific language that Contractor recommends using.

All requests for amendment must be submitted to the Contact Person in writing (via US mail, courier, e-mail, or hand delivery) and, unless otherwise specified in the RFP, be received by the Contact Person at least **ten (10) calendar days** before the Response Due Date. Questions and requests for amendments directed to the Contact Person or to any other Buyer personnel shall not constitute a formal protest of the RFP. Failure to request an interpretation or change will be considered evidence that Contractor understands and agrees to the provisions of the RFP.

The posting of a written amendment is the only official method by which interpretations, clarifications, changes or additional information will be given by Buyer prior to the opening of Responses. Any other interpretation, clarification, change or information will have no legal effect.

Buyer reserves the right to amend, cancel or reissue the RFP at its discretion. This includes the right to change the Response Due Date and the Contract award date. Notice of all amendments and cancellations will be posted on Buyer's website (please contact the Contact Person if you are uncertain of the website address or if you experience problems accessing it). Contractor is responsible for monitoring this website for new or changing information.

2.3 Format/Content of Responses.

- A. If a Response Format is specified in the RFP, Contractors should follow that format.
- B. Responses should be prepared simply and economically, providing a straightforward, concise description of Contractor's ability to provide services sought by the RFP. Unnecessary brochures, artwork, expensive paper, and presentation aids are discouraged. Bindings and covers will be at Contractor's discretion.
- C. When responding to specific questions, please reprint each question in its entirety before the response.
- D. Responses shall be in ink or typewritten. All corrections must be initialed.
- E. Response shall be limited to a page size of 8½" x 11". Font size less than 12-points is discouraged. The Response shall be indexed and all pages sequentially numbered. (See Attachment B, Evaluation Matrix, for additional formatting instructions).
- F. **Except as may be specifically requested in the Response Format, Contractor may not impose any additional terms or conditions to any aspect of the RFP.** Buyer objects to and shall not be required to consider any additional terms or conditions submitted by Contractor, including any appearing in the Response. In submitting a Response, Contractor agrees that any additional terms or conditions shall have no force or effect. Any failure to comply with the terms and conditions of the RFP, including those specifying information that must be submitted with a Response, may result in rejection of the Response. **If Contractor desires a change or clarification to the terms or conditions of the RFP, Contractor must follow the process set forth in Section 2.2 ("Questions and Requests for Amendments").**
- G. Unless otherwise requested by Buyer, Contractors should make only one proposal for each RFP item. Multiple offerings, alternates (unless any are specifically requested by Buyer) and/or stipulations may be cause for rejection of a Response.
- H. Price offerings shall be **inclusive of ALL costs** (including but not limited to administrative cost for submission of all required paperwork on Buyer's behalf and any other costs) and will be the only compensation given to Contractor for the required services herein.
- I. All prices submitted under the RFP shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only, and may render the entire Response as nonresponsive.
- J. Failure to sign any form requiring a signature may be grounds for rejecting a Response.

2.4 Submission of Responses.

- A. The location and deadline for submitting Responses is set forth in Section 1 of the RFP. Contractors are fully responsible for meeting these requirements. Reliance upon mail or public carrier is at Contractor's risk. **Late bids will not be considered.**
- B. Contractor shall submit:
 - 1) One (1) original signed version of its Response clearly marked as "ORIGINAL." The Response must be signed by an officer or employee having authority to legally bind Contractor.

- 2) Three (3) hard copies of the entire Response.
- 3) One (1) digital scanned copy (in pdf format) of entire Response, on a separate CD-ROM or flash drive. Large files may be scanned as several separate PDF files. The files must be labeled as follows:
 - a) Contractor Name - Project Title - Required Documents
 - b) Contractor Name - Project Title - Budget and Budget Narrative
 - c) Contractor Name - Project Title - Project Narrative
- 4) One (1) REDACTED scanned copy of the Response (if necessary pursuant to Section 2.12). This copy should be marked "Confidential - Trade Secret" or something comparable to alert the reader of Contractor's claim of a public records exemption.

All copies are to be placed in a sealed package. The outside must be marked with (i) the RFP title and number, and (ii) Contractor's name, address, contact person, and telephone number.

It is the sole responsibility of each Contractor to assure all copies are EXACT duplicates of the original Response. Photocopies or CD copies will be used for the purpose of evaluating the Responses. Any information contained in the original Response which has not been transferred to the CDs or photocopies will NOT be considered. The original document will be used solely for official record keeping and auditing purposes.

2.5 Evaluation of Responses.

- A. Buyer will determine the qualifications, interest and availability of Contractors by reviewing all Responses and, when deemed necessary in the sole discretion of Buyer, by conducting formal interviews of selected Contractors.
- B. The determination of which Contractor(s) is "best qualified" will be based upon the criteria set forth in **Attachment B, Evaluation Matrix**. **Contractors must score a minimum of 70 to be considered.** KHA may award one contract, but reserves the right to award to multiple contractors, issuing funds based on the contractor's grand total cost stated on the **Budget & Budget Narrative, Form 1**. If multiple contractors are selected, responses will be ranked based on the proposal receiving the highest points, and contracts awarded until funds are depleted.
- C. Before making an award, Buyer reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the Response.
- D. Buyer reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if Buyer determines that doing so will serve Buyer's best interests. Buyer may reject any Response not submitted in the manner specified by the RFP.

2.6 Award of Contract.

- A. The process for contract award is set forth in Jacksonville Ordinance Code Sections 126.204. Generally, Buyer will award the Contract to the responsible and responsive proposer whose Response is determined in writing to be the most advantageous to the City of Jacksonville, based solely on the relative importance assigned to price and of the criteria set forth in **Attachment B**. The award may be contingent on the outcome of

direct negotiations under Section 126.201(d)(4) and 126.201(n), *Ordinance Code*. If an agreement cannot be reached with the highest ranked Contractor, Buyer reserves the right to make an award to the next highest ranked Contractor or subsequent Contractor(s) until an agreement is reached.

- B. Buyer may make an award within sixty (60) days after the date of the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn. Any Response that expresses a shorter duration may, in Buyer's sole discretion, be accepted or rejected. If award is not made within sixty (60) days, the Response shall remain firm until either the Contract is awarded or Buyer receives from Contractor written notice that the Response is withdrawn. [Note: Withdrawal of a Response may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the date and time Responses are due. Buyer will not accept an amended Response after the date and time Responses are due.]
- C. Except as may otherwise be expressly set forth in the RFP, Buyer intends to award one contract, but reserves the right to enter into a contract with multiple Contractors or to reject all Responses.
- D. Based on the evaluation results, Buyer shall electronically post a notice of intended award at Buyer's website. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Any person who is adversely affected by the decision shall file with Buyer a notice of protest in accordance with the Protest provisions of the RFP. Buyer does not intend to provide tabulations or notices of award by telephone.

- 2.7 **Terms of Agreement.** After award to the successful Contractor, Buyer and Contractor will promptly enter into a written agreement (the "Contract") incorporating the terms of the RFP, the successful Response, and other terms and conditions as may be agreed to between the parties. To the extent the Response contains exceptions to or modifications of the RFP, such exceptions or modifications are stricken unless Buyer affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in an attachment to the RFP. Buyer will not be obligated to pay Contractor for the RFP services until the Contract is signed by both parties. Buyer retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract.

If the successful Contractor fails to perform the Services as agreed, Buyer reserves the right to (i) issue a new solicitation for the Services; (ii) reopen the RFP for the purpose of awarding a second contract to another Contractor in accordance with the criteria and processes set forth herein; and/or (iii) take such other actions permitted by law.

- 2.8 **Public Meetings and Special Accommodations.** Any meetings of the RFP evaluation committee (i.e., the Competitive Sealed Proposal Evaluation Committee), shall be noticed on Buyer's website and shall comply with Florida's Open Meetings Laws. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Persons requiring a special accommodation because of a disability should contact the Contact Person identified in Section 1 at least forty-eight (48) hours prior to the meeting.
- 2.9 **Ex-Parte Communications.** Communications regarding the RFP by a potential vendor, service provider, bidder, lobbyist or consultant to city employees, staff, or hired consultants are prohibited. This prohibition includes communications with the Buyer's Office of General Counsel unless the Contact Person has authorized those communications in advance. Violations may result in the rejection/disqualification of a Response.

These prohibitions on ex-parte communications do not apply to the following:

- communications regarding the RFP to the Chief of the Procurement Division or the Contact Person, provided the communication is limited strictly to matters of process or procedure already contained in the RFP.
- communications with the city employee responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures.
- communications at any pre-bid conferences.
- communications with the Office of Inspector General and his/her staff regarding any perceived inefficiency, misconduct or abuse by City employees.
- presentations before publicly noticed committee meetings.
- contract negotiations during any duly noticed public meeting.
- any duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation.
- communications that are necessary for, and solely related to, the ordinary course of business concerning Buyer's existing contract(s) for the materials or services addressed in the RFP.

The period for these prohibitions commences upon the advertisement of the RFP and terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the prohibitions shall be reinstated until such time as the Chief issues a subsequent recommendation.

- 2.10 Cost of Developing RFP Response.** All costs related to the preparation of Responses and any related activities are the sole responsibility of Contractor. Buyer assumes no liability for any costs incurred by Contractors throughout the entire selection process.
- 2.11 Response Ownership.** All Responses, including attachments, supplementary materials, addenda, etc., shall become property of Buyer and shall not be returned to Contractor. Buyer will have the right to use any and all ideas or adaptation of ideas presented in any Response. Acceptance or rejection of a Response shall not affect this right.
- 2.12 Public Records Law; Process For Protecting Trade Secrets and Other Information.** Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. As such, all responses to the RFP are public records unless exempt by law. If Contractor considers any portion of its Response to be exempt from disclosure under Florida law, Contractor must provide Buyer with a separate redacted copy of the Response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation. Contractor shall be responsible for defending its determination that the redacted portions of its Response are confidential, trade secret or otherwise not subject to disclosure. Further, Contractor shall protect, defend, and indemnify Buyer for any and all claims arising from or relating to Contractor's determination that the redacted portions of its Response are confidential, trade secret or otherwise not subject to disclosure. If Contractor fails to submit a Redacted Copy with its Response in accordance with Section 2.4 above, Buyer is authorized to produce the entire Response in answer to a public records request.

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

- (a) Keep and maintain public records required by City to perform the services; and

- (b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
- (d) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

- 2.13 **Multiple Responses from Same Contractor; No Collusion.** More than one Response from an individual, firm, partnership, corporation or association under the same or different names is not permitted. Reasonable grounds for believing that a Contractor is involved in more than one Response for the same work will be cause for rejection of all Responses in which such Contractor is believed to be involved. Any or all Responses will be rejected if there is reason to believe that collusion exists between Contractors. Responses in which the prices obviously are unbalanced will be grounds for rejection.
- 2.14 **Conflict of Interest.** Section 126.110 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or Contractor. The parties will follow the provisions of Section 126.110, Jacksonville *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with Buyer, to the extent the parties are aware of the same. All Contractors must submit the Conflict of Interest Certificate attached to the RFP.
- 2.15 **Convicted Vendor List.** A person or affiliate placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes, following a conviction for a public entity crime may not do any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transact business with any public entity in excess of the Category Two threshold amount provided in Section 287.017, Florida Statutes.

2.16 Discriminatory Vendor List. An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.17 Contractor Representations. In submitting a Response, Contractor understands, represents, and acknowledges the following (if Contractor cannot so certify to any of following, Contractor shall submit with its Response a written explanation of why it cannot do so).

- Contractor currently has no delinquent obligations to the City of Jacksonville or any of its independent agencies.
- The Response is submitted in good faith and without any prior or future consultation or agreement with any other respondent or potential respondent;
- To the best of the knowledge of the person signing the Response, neither the Contractor, its affiliates, subsidiaries, owners, partners, principals or officers:
 - is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract;
 - is currently under suspension or debarment by any governmental authority in the United States;
 - has within the preceding three years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with (i) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - has within the preceding three-year period had one or more federal, state, or local government contracts terminated for cause or default.
- If this Agreement is for goods or services of \$1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:
 - (a). Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

- (b). Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
 - (c). Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
 - (d). Has been engaged in business operations in Cuba or Syria.
- Contractor has read and understands the RFP terms and conditions, and the Response is submitted in conformance with those terms and conditions.
 - All representations made by Contractor to Buyer in connection with the RFP have been made after a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response.
 - Contractor shall indemnify, defend, and hold harmless Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Response.
 - All information provided by, and representations made by, Contractor are material and important and may be relied upon by Buyer in awarding the Contract.

2.18 Protests. Any protest concerning the RFP shall be made in accordance with the Procurement Protest Procedures established pursuant to Section 126.106(e) of the Jacksonville Ordinance Code. A full copy of the procedures is available on Buyer's website and can also be obtained by contacting Buyer's Contact Person. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Questions and requests made to the Contact Person shall not constitute formal Notice of Protest.

The Procurement Protest Procedures include the following provisions:

- a Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an amendment, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.
- a Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a . . . recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.
- A written Notice of Protest shall: (i) be addressed to the Chief [of Jacksonville's Procurement Division]; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.
- At the time of filing a timely Notice of Protest, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to same.

- The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement Division at 214 North Hogan Street, Suite 899, Jacksonville, Florida 32202, or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestor, regardless as to the method of delivery employed.

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**SECTION 3
GENERAL TERMS AND CONDITIONS OF AGREEMENT**

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3.1. Provision of Services. Contractor shall provide Buyer with all of the services and deliverables described in the RFP, the Response and the resulting Contract (collectively, the "Services"). If any services, functions or responsibilities are not specifically described in the RFP, the Response or the resulting Contract but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

3.2. Relationship of the Parties. In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of Buyer. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

3.3. Buyer's Right to Make Changes. Buyer may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. Buyer will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

3.4. Service Warranties. Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with Buyer for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by Buyer shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well.

The foregoing warranties and covenants shall not apply (i) with respect to any portions of the Service that have been produced by anyone other than Contractor or its subcontractors; (ii) to any modifications made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent; or (iii) to any use of the Service in a manner or for any purpose other than those contemplated in the Contract. **EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S WARRANTIES EXTEND SOLELY TO BUYER.**

3.5. Buyer Will Assist Contractor. At Contractor's request, Buyer will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. Buyer will also designate a Contract Manager who will, on behalf of Buyer, work with Contractor and administer the Contract in accordance with its terms.

3.6. Location Requirements for Services. Unless otherwise stated in the RFP or the Response, the majority of the Services shall be performed within Duval County, Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if Buyer determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

3.7. Use of Subcontractors; Flow-Down Provisions. Except to the extent the use of subcontractors is disclosed in the Response or consented to in writing by Buyer, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

3.8. Meetings and Reports. Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by Buyer and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as Buyer reasonably requests.

3.9. Ownership of Works.

(a) As used in Sections 3.9 and 3.10, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract.

(b) With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in Section 3.10 below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for Buyer in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation.

(c) Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.

3.10. Intellectual Property.

(a) Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.

3.11. Software Development Processes and Standards. To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially-accepted software development and documentation processes and standards.

3.12. Limitation of Warranty for Buyer-Furnished Software. In lieu of any other warranty expressed or implied herein, Buyer warrants that any programming aids and software packages supplied for Contractor use as Buyer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by Buyer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should Buyer furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify Buyer and supply documentation regarding any defects and their effect on progress on the Contract. Buyer will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the Buyer-furnished property in accordance with the procedures provided for in Section 3.3 above ("Buyer's Right to Make Changes").

3.13. Loss of Data. If any Buyer data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by Buyer. This remedy shall be in addition to any other remedy Buyer may be entitled to by law or the Contract.

3.14. Purchase Orders. If the Contract requires a Service to be ordered by Buyer via purchase order, Contractor shall not deliver or furnish the Service until a Buyer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by Buyer directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Buyer.

3.15. Best Pricing for Comparable Services to Other Government Entities. Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Contract ("Better Pricing"), then the price under the Contract shall be immediately reduced to the better price. Buyer may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.

3.16. Invoicing and Payment.

(a) Unless otherwise specified in the RFP, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. Buyer may require any other information from Contractor that Buyer deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. Buyer does not pay service charges, interest or late fees unless required by law.

(b) To the extent Contractor's fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.

(c) Buyer's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

3.17. Taxes. Buyer is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to Buyer.

3.18. Right of Setoff. Buyer may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by Buyer (or any other local government entity or authority located in Duval County, Florida) against Contractor.

3.19. Retention of Records / Audits.

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring its photocopying equipment if Buyer so desires.

(d) Contractor must comply with and cooperate in any audits or reports requested by Buyer, and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit Buyer to interview any of Contractor's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Contractor is, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

3.20. Indemnification. (See Attachment H)

3.21 Insurance. (See Attachment I)

3.22. Buyer's Right to Suspend Work. Buyer may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, Buyer shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

3.23. Buyer's Right to Terminate for Convenience. Buyer reserves the right to terminate the Contract at any time and for any reason by giving written notice to Contractor. If the Contract is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to the District after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience; it being understood that Buyer's payment for Services forms the consideration for Contractor not having this right. In the event of Buyer's termination of the Contract, Buyer (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section 3.26 below.

3.24. Buyer's Remedies Upon Contractor Default. Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the

Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. Buyer may extend the 10-day cure period in its discretion.

In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor is found to have made a false representation or certification in its Response, or (ii) Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector.

Upon an "Event of Default" on the part of Contractor, Buyer will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any procurement costs and delay damages. The rights and remedies available to Buyer under the Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

3.25. Contractor Remedies Upon Buyer Default. Buyer shall be in default if Buyer fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of Buyer's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. **Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages.** The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

3.26. Transition Services. At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), Buyer may request Contractor to provide reasonable transition assistance services ("Transition Assistance"). Contractor shall provide such Transition Assistance until such time as Buyer notifies Contractor that Buyer no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either Buyer itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by Buyer, those third parties shall cooperate with Contractor in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to Buyer. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if Buyer terminates the Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to Buyer, and (ii) Buyer will be entitled to any other remedies available to it under law. Contractor may withhold Transition Assistance after the Termination Date if Buyer does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor in accordance with the invoicing and payment provisions of the Contract.

3.27. Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or

will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

3.28. No Waiver. The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, Buyer's payment for the Services shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of Buyer's right to insist upon strict performance hereof.

3.29. Qualification of Contractor Employees, Subcontractors, and Agents. All Contractor employees, subcontractors and agents performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of Buyer and with all controlling laws and regulations relevant to the services they are providing under the Contract. Buyer may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor or agent furnished by Contractor. Buyer may refuse access to, or require replacement of, any personnel for reasonable cause.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of Buyer. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than Buyer.

As a condition to providing services to Buyer, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to Buyer upon request.

3.30. Security Procedures. Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida and Buyer in performance of the Contract. Buyer agrees that any security procedures imposed by Buyer specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

3.31. Restrictions on the Use or Disclosure of Buyer's Information. Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of Buyer. At Buyer's request, all information furnished by Buyer will be returned to Buyer upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on Buyer's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

3.32. Protection of Contractor's Trade Secrets and Other Confidential Information. All documents received by Buyer in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to Buyer. Buyer agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, Buyer may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

3.33. Assignment. Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of the Contract. Contractor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under the Contract without the prior written consent of Buyer. In the event of any assignment, Contractor shall remain liable for performance of the Contract unless Buyer expressly waives such liability. Buyer may assign the Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Buyer.

3.34. Notice and Approval of Changes in Ownership. Because the award of the Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require Buyer's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of the Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

3.35. Assignment of Antitrust Claims. Contractor and Buyer recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Buyer. Therefore, Contractor hereby assigns to Buyer any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with the Contract.

3.36. Equal Employment Opportunity. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to Buyer.

3.37. Other Non-Discrimination Provisions. As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community

Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

3.38. Prompt Payment to Subcontractors and Suppliers. The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; *provided however*, if Contractor does not use JSEB subcontractors, as identified below, this Section 3.38 shall not apply:

(a) *Generally.* When Contractor receives payment from Buyer for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from Buyer. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to the Buyer and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Buyer and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB"), as defined therein, their pro rata share of their earned portion of the progress payments made by Buyer under the Contract within seven (7) business days after Contractor's receipt of payment from Buyer (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to Buyer, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's from all prior payments Contractor has received from Buyer. Contractor shall not unreasonably withhold payments to certified JSEB's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's, which payment has been made by Buyer to Contractor, Contractor shall return said payment to Buyer. Contractor shall provide notice to Buyer and to the certified JSEB's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Buyer and said JSEB's within five (5) calendar days after Contractor's receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's within seven (7) business days shall be a breach of the Contract, compensable by one per-cent (1%) of the outstanding invoice being withheld by Buyer, not as a penalty, but as liquidated damages to compensate for the additional contract administration by Buyer.

(c) *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between Buyer and any subcontractor, supplier, JSEB or any third party or create any Buyer liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to Buyer. As a result of said breach, Buyer, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily late payment charge or the charges specified in said Chapter 126 of the Jacksonville Ordinance Code for JSEB's and in Chapter 218, Florida Statutes, for non-JSEB's, whichever is greater.

3.39. Conflicts of Interest. Contractor acknowledges that Section 126.110 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

3.40. Contingent Fees Prohibited. 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. 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 ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

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SECTION 4

DESCRIPTION OF SERVICES AND DELIVERABLES

1.0 Statement of Need:

Under the Kids Hope Alliance (KHA) mission and vision, a pathway to academic, career, and civic success is envisioned for every child in Duval County. To accomplish this goal, KHA seeks to fund programs in the Essential Category of Special Needs that:

1. Address issues and challenges related to mental, emotional, behavioral or identified disabilities, which have the potential for impacting performance and behavior issues.
2. Use evidence-based practices believed to be the most successful in providing prevention and intervention services as related to mental, emotional, behavioral and/or identified disabilities.
3. Ensure at-hope youth participants' growth and success in academic, career, and civic potential.

Research shows that children living with Special Needs have fewer social connections and lower participation rates in both in-school and out-of-school activities than their peers without disabilities. Unfortunately, a lack of service availability continues to exist for both mental health services and programs for children living with identified disabilities/exceptionalities.

In the area of mental, emotional and behavioral needs, 1-in-5 children experience a mental disorder in a given year. In addition, 19% of Duval middle and high-school students report an attempt at suicide, according to the 2017 Youth Risk Behavior Survey. Currently, the Kids Hope Alliance funds 63 therapists in the Duval County Full Service School model. While this funding assists with meeting the needs of this population, the demand is increasingly high and cannot be met by Full Service Schools alone.

In the area of programming for children living with moderate to severe disabilities, we see an even greater gap in available resources. Of the 19,000 children in Duval County Public Schools with an Individual Education Plan, KHA currently funds services for approximately 410 children each year. In addition, an increase in this area has not been given in 12 years, insurance companies are not covering necessary therapeutic services, and there are few programs that offer extended care and summer camp services for this population.

2.0 Program Overview:

The KHA Special Needs Programming Division consists of programs, services and activities designed to support and assist children and youth living with special needs, including but not limited to, mental, behavioral, emotional or physical disabilities. In order to increase access to and participation in programs that provide prevention and intervention services in these areas, KHA is seeking qualified non-profit organizations interested in contracting with the City of Jacksonville to provide evidence-based, high quality programming in this category. Proposed programming should be designed to support children in addressing individual goals/treatment plans in an effort to prepare for, and succeed in, their future.

Programming awarded in this RFP will be considered in Special Needs programming. Examples of these services could include, but are not limited to:

- Extended Care Services for Children with Special Needs
- Summer Camp Programs for Children with Special Needs
- Therapeutic Services
- Mental Health Identification and Treatment
- Trauma Treatment
- Partnerships to Provide Mental Health Services for Children Not Otherwise Served (i.e. Early Childhood, Summer Camps, After School Programs, Children Living with Chronic or Terminal Illness)
- Services to Address the Needs of Children Living in Homelessness

2.0 Total Funding Available:

Total funding available under this Request for Proposals is equal to \$2,071,595.00. KHA will award **\$1,471,595.00** of this total amount to fund Special Needs Programs for the contract period October 1, 2019 through September 30, 2020, subject to appropriation by the Jacksonville City Council in KHA's 2019-2020 Budget Ordinance. KHA will have the option, in its sole discretion, to renew the contract for two additional one-year periods. The number of awards made and the amount of individual awards will be based, in KHA's sole discretion, on the merits of the proposed programs in light of KHA's Goals and Strategies as set forth in its Essential Services Plan and the evaluation criteria described in this RFP. KHA reserves the right to accept or reject all or any part of any proposal.

In addition, KHA will award **\$600,000.00** to fund programs that empower families of young children who are experiencing stressors such as housing instability, toxic stress and poverty through a two generational approach to enhancing self-sufficiency and overall well-being (herein referred to as a Youth and Family Empower Center or YFEC). This funding is for one (1) year only and will be utilized to demonstrate the benefits of a neighborhood based, centralized location for families of young children who are experiencing stressors to access services in an effort to reduce barriers to success.

Note: Since these two funding sources are differentiated, applications should be specific to either the Special Needs Programs or the Youth and Family Empower Center funding. If applying for both, applicants should submit separate applications that are specific to each area.

3.0 KHA Essential Services Plan:

The KHA Essential Services Plan is a comprehensive guide which details the mission of the Kids Hope Alliance and functions as a guide for programs and activities coordinated and funded under KHA. As such, all Requests for Proposals out of the Kids Hope Alliance should address the Continuum of Service areas prioritized by KHA as well as related goals under the Essential Services Category related to the funding. In this case, the essential services category is Special Needs. The goals and performance metrics and more information can be found in the Essential Services Plan document, which can be downloaded from the Kids Hope Alliance website: www.kidshopealliance.org.

3.1 Continuum of Service

1. Improve Literacy for All At-Hope Children and Youth
2. Improve Family and Community Engagement for All At-Hope Children and Youth
3. Improve access to KHA programs, services, and activities for at-hope children and youth in all geographic regions of Jacksonville and council districts
4. Improve Employability and College-Readiness for All At-Hope Children

3.2 Special Needs

1. Improve Access to and Participation in the Continuum of Services for Children and Youth with Special Needs
2. Increase Participant, Family, and Caregiver Access to Support Systems

4.0 Essential Services Plan Goal - Performance Metrics: this is what I was referring to. It can be removed if not needed.

1. Number of children, youth, parents, and caregivers who are screened for mental and behavioral health well-being
2. Number of children and youth connected to mental and behavioral health resources
3. Number of children and youth connected to social service resources
4. Number of families connected to mental and behavioral health resources
5. Number of families connected to social service resources

4.0 Program Design Requirements:

1. Develop a program model for providing services to children at-risk for or currently living with special needs which may include, but not be limited to: mental, emotional, behavioral and physical disabilities.

2. Program model must address the needs of a unique population not currently being served in the same way through Duval County Public Schools or other community programming.
3. Target children should reside in Duval County and be between the ages of birth and 18-years-old (or up to 22 years, with an Individual Education Plan, still enrolled with Duval County Public Schools and working toward a high school diploma)
4. Establish partnerships and agreements within the community to facilitate referrals contacts.
5. Employ highly qualified staff that are trained and certified as appropriate in the care of children living with special needs.
6. Provide initial consultation and ongoing services to children referred to the program to determine therapeutic needs and appropriate methods of delivery.
7. Utilize valid and reliable assessment tools to identify needs in the absence of a pre-existing Individualized Education Plan and/or Treatment Plan.
8. Develop treatment plans (or individual goal plans) for children, monitor ongoing progress and adjust goals and treatment/services as needed.
9. Provide age-appropriate therapeutic, educational and/or behavioral services.
10. Provide a multi-tiered, multi-generational support system to best serve the mental health and educational needs of both children and their families.
11. Provider will participate in collaborative efforts with other partners in the community to provide additional referrals as needed to appropriately meet the needs of the child and family.
12. Establish a program model that is designed to ensure family engagement.
13. Incorporate literacy activities into program model.
14. Demonstrate a commitment to staff development through promoting attendance at ongoing professional development opportunities.

5.0 Program Design Requirements Specific to Youth and Family Empowerment Center Funding:

1. Programs will have a centralized location at which to connect with families of young children who are experiencing stressors such as housing instability, toxic stress and poverty.
2. Programs will utilize a two-generation approach as defined by the Aspen Institute for addressing the needs of both children and the adults in their lives. <https://ascend.aspeninstitute.org/two-generation/what-is-2gen/>
3. Provider will consider the 5 Key Components of the Two-Generation Approach in working with families. These are: 1) Postsecondary Education and Employment Pathways; 2) Early Childhood Education and Development; 3) Economic Assets; 4) Health and Well-Being; and 5) Social Capital.
4. Program will incorporate case management services to assist families of young children who are experiencing stressors such as housing instability, toxic stress and poverty with navigating opportunities offered through this funding.
5. Program will establish a Memorandum of Understanding with the Early Learning Coalition to ensure that families receive access to vouchers for access to high quality early learning centers.
6. Program will link families to mental and behavioral health services as needed.
7. Program will offer workforce development and job force training opportunities, including GED classes
8. Program will track improvements in overall family self-sufficiency.

6.0 Staff Requirements:

1. Staff will have Level 2 Background Screening as a condition of employment. Provider shall repeat the Level 2 Background Screening at least every 5 years from the date of the initial screening or re-screening.
2. Therapists must either be licensed or have appropriate supervision by a licensed mental health clinician.
3. Staff has demonstrated experience providing Special Needs services with Jacksonville communities.
4. Staff must have documented evidence of training in trauma informed care. This can include Youth Mental Health First Aid or other similar training.
5. Agency and staff are current providers for Medicaid and are able to bill for services as such.

7.0 Documentation Requirements:

Client records must include program consents, demographic information, referral source, presenting problem, financial eligibility (Medicaid, private insurance, none) and the name of the individual with primary responsibility for the child, screening and assessment information, treatment/service plan, progress notes, medication profile, release of confidential information, summary service reports, parent and teacher contact, and outcome measures.

8.0 Reporting/Data Requirements:

The following data points will be required for submittal on a monthly basis:

1. Number of children served
2. Units of Service Provided (as defined by program proposal)
3. Data proposed in the accepted application that details the three components of results-based accountability:
 - **How much did you do?**
 - **How well did you do it?**
 - **Is anyone better off?**
4. Contractor must input and maintain all required client related data in the designated data system assigned to Contractor by the Kids Hope Alliance (KHA). Required client data will be defined by KHA with the necessary data input fields and structures provided as part of the assigned data system and or supporting processes. Data input will be performed directly into the assigned data system for each client and only by Contractor's authorized data system user.
5. Parental Consent Forms for all clients must be obtained by Contractor and maintained at the program site or agency administrative office. Parental Consent Forms must give permission for KHA to access and or use participant data, caregiver data and service records of the participant in the designated data system or its generated reports.
6. Authorized Data System Users will be granted system access with a unique username and password only after Contractor successfully completes the required submission of a new user request form. Under no circumstances shall the Contractor share the username and password of an authorized user with anyone that has not been formally granted system access by the appropriate KHA data system administrator(s). Using the username and password of another person is strictly prohibited. Contractor is responsible for vetting the candidates they request system access for and will be responsible for all actions within the system of persons working with the system on their behalf.
7. Upon the termination of employment or volunteer service of an authorized data system user, Contractor must report to a KHA data system administrator(s) in writing and or via email requesting the former employee's or volunteer's system account be de-activated. This notification must be received no later than three business days after termination.

9.0 Protection of Participant Data

1. The Contractor will only authorize the access of data by properly trained personnel who have signed a non-disclosure statement provided by the KHA.
2. If Contractor experiences a security breach concerning any information covered by this Contract, then Contractor will immediately notify the KHA and take immediate steps to limit and mitigate such security breach to the extent possible. Any breach of the confidentiality obligation set forth in the Contract may, at the KHA's discretion, result in cancellation of further consideration for contract award for a period determined by KHA. In addition, Contractor agrees to indemnify and hold KHA harmless for any loss, cost, damage or expense suffered by KHA, including but not limited to the cost of notification of affected persons as a direct result of the unauthorized disclosure of education records.
3. Upon termination of the Contract, if requested by KHA and consistent with the retention requirements of Florida's public records laws, Contractor shall destroy all data or information that contains personal information collected and stored under the Contract. Furthermore, Contractor shall ensure that the destruction of that data or information maintains the

confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

10.0 Outcome Requirements

1. 85% of proposed units of service will be met (as defined by program proposal).
2. 85% of the proposed number of children will be served.

10.1 Outcome Requirements Specific to Youth and Family Empowerment Centers:

1. 90% of children with families participating in the YFEC, ages birth-five will be enrolled in and attending a high quality early childhood center, as defined by a 3 star or higher on the Quality Rating and Improvement System, national accreditation, or proof of teachers with a bachelor's degree in all classrooms.
2. 85% of families connected to the YFEC will show improvement in self-sufficiency as defined by improvements in areas related to employability, such as education and job training.
3. 80% of families will live in stable housing upon completion of services through the YFEC.

11.0 Invoice/Payments

1. Providers must outline program costs in their proposal and will be reimbursed quarterly (or monthly if requested) based on the submission of an invoice with associated costs. An initial 25% advance payment can be provided at the request of the contractor.
2. When the service provided is a billable service, following the first contact, the provider should demonstrate attempts to bill the health insurance provider for individuals before requesting payment through KHA.
3. When the service provided is a billable service, the Provider will charge a maximum rate consistent with the Medicaid rates outlined in the Florida Agency for Healthcare Administration guidelines. These are:

Note: These rates apply only to billable services

Service Type	Unit of Measure	Maximum Unit Cost Rate
Individual Therapy	Contact Hour	\$73.32
Bio-psychosocial Assessment	Event (1x year)	\$48.00
Treatment Plan	Event (1/youth)	\$97.00
Group Therapy	Contact Hour	\$26.68

12.0 Deliverables

Deliverable	Description	Frequency	Method of Reporting	Date Due
Invoice/Expense Report	Detail, for each line item, the approved budget, the expenditures against that budget for the reporting period, the expenditures year to date and the balance remaining	Quarterly	SAMIS	10 th of the following month
Clients Served	Detailed reporting of the number of clients served, broken out by individual contacts and group contacts	Monthly	SAMIS	10 th of the following month
Progress Reports	Updates on progress of the program, issues that may impede program's success, requested	Monthly	SAMIS	10 th of the following month

	technical assistance			
Activities	Narrative description of services provided during the previous month, including response times and outreach methods.	Monthly	Email to Contract Manager	10 th of the following month
End of Year Report	Summary of the year's services/analysis of outcomes	Yearly, End of the Fiscal Year	SAMIS	10 th of the month following the end of the contract term and/or fiscal year.

ATTACHMENT A RESPONSE FORMAT

To maintain comparability and facilitate the evaluation process, Responses shall be organized in the manner set forth below. Tab delineations for each of the five sections would be helpful.

1) **Title Page:** Include RFP Title, RFP Number, Contractor's full name, address, phone number.

2) **Cover Letter (on letterhead, one-page limit):**

Include the following:

- Date of Letter.
- RFP Title and Number
- Contractor's full name, address and phone number.
- Names of the persons who will be authorized to make representations for the Contractor, their titles, addresses (including email address) and telephone numbers.
- Contractor's Federal Employer ID Number.
- Project Title, Dates and Times
- Acknowledgement that (i) the Response is based on the terms set forth in the RFP and all amendments thereto posted on Buyer's website as of the date of the Response, and (ii) the Contractor will be responsible for monitoring Buyer's website for subsequent amendments and for either maintaining, amending or withdrawing the Response prior to the Response Due Date based on those subsequent amendments.
- Include a statement that this project will not supplant current programs of KHA funding.
- Signature and printed name and title of Authorized Representative.

3) **Required Forms.** Attach all forms or requested documentation identified in Section 1 or in the Attachments, if applicable. Each must be signed by an authorized representative. Required forms/documentation include:

- Budget/Budget Narrative (Form 1)
- Conflict of Interest Certificate (Form 2)
- Insurance Agent Acknowledgment (Form 3)
- Proof of 501(c) (3) non-profit status or State of Florida registration through Sunbiz.org

4) **Proof of Minimum Requirements.** Responses will ONLY be accepted from companies meeting the minimum requirements in Section 1 of the RFP. Contractor must provide clear documentation that they meet the minimum requirements.

5) **Statement of Qualifications.** This portion of the Response will be used to provide the information Buyer needs to evaluate how well the Contractor meets the criteria listed in Attachment B Evaluation Criteria. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Response as non-responsive. Please divide this portion of the Response into subsections that correspond to each of the listed criteria.

ATTACHMENT B EVALUATION MATRIX

The evaluations will be based upon the following criteria, and Contractors are requested to provide, as a minimum, the information listed under each criterion. **Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive.** Contractors are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion.

The response will be evaluated on how effectively it demonstrates the following:

Note: Based on the explanation provided in the Statement of Need and Program Overview, funding preference will be given to proposals that target services to children living with moderate to severe disabilities, fill an existing gap in services for this population and are not exclusively related to mental health services. This preference will be given through bonus points added during the scoring process.

I. COMPETENCE/EXPERIENCE/PAST RECORD OF PERFORMANCE (15 Maximum Points)

Contractor must demonstrate a proven track record in providing high quality Special Needs services—and a willingness to work collaboratively with community partners to achieve desired goals.

- a. **Provide a detailed explanation of current or similar projects that the organization has managed.** The explanation must include any staffing, goals, cost, and program outcomes. The explanation should clearly connect to the program type being proposed (Special Needs or YFEC programming).
- b. Provide statistical data documenting performance measures achieved in current, similar programs.
- c. If currently receiving a contract with the City of Jacksonville or the Kids Hope Alliance, provide results of monitoring reports or other performance reports. **NOTE: The evaluation committee reserves the right to verify the response against documents contained by the City.**

II. CURRENT WORKLOAD AND STAFF CAPACITY (15 Maximum Points)

- a. Provide the number and size of all programs currently being performed.
- b. Discuss your staff capacity to meet the need of the population proposed to serve.
- c. Discuss the program costs under this contract and how services will be maximized through community partnerships and/or other funding sources.
- d. Discuss past ability to deliver projects on a timely basis under similar current workload conditions.
- e. In addition, discuss how problems with program implementation have been resolved in the past.
- e.f. The explanation should clearly connect to the program type being proposed (Special Needs or YFEC programming)

III. ACCESS TO TARGET POPULATION (20 Maximum Points)

- a. Contractor must describe the populations currently served as well as your current ability to access children and families with mental, emotional, behavioral and/or physical disabilities.
- b. Contractor must describe the community need for the proposed programming and how the proposal will fill a gap in services for the community.
- c. In addition, describe your agency's plan for fostering outreach/access to the population to be served.
- d. Discuss how cultural responsiveness is demonstrated in program execution and service delivery?
- e. The explanation should clearly connect to the program type being proposed (Special Needs

or YFEC programming)

IV. IMPLEMENTATION PLAN (20 Maximum Points)

a. The explanation should clearly connect to the program type being proposed (Special Needs or YFEC programming)

a-b. If applying for Special Needs funding, please identify which of the following populations the proposal targets:

1. Programming that Addresses Mental, Emotional and/or Behavioral Needs
2. Programming for Children Living with Identified Disabilities/Exceptionalities

b-c. Contractor must describe plans for implementing the program successfully. Provide an outline of a plan for complete implementation.

e-d. If proposal is for services exclusive to mental, emotional and/or behavioral needs, contractor must specify how the proposal will provide services to a unique population that is not currently being served through the DCPS Full Service School model.

d-e. Discuss how trauma-informed service delivery is integrated into programming and organizational culture.

e-f. Provide a detailed proposal for monitoring program outcomes using the results-based accountability model. Proposal must include data points that will be gathered as well as the methods/tools that will be utilized in this process. Be sure data can answer the following questions:

- o **How much did you do?**
- o **How well did you do it?**
- o **Is anyone better off?**

VI. COMMUNITY COLLABORATION (15 points maximum score)

Contractor must describe plans for collaborating with the community to educate others about this program and to establish agreements that benefit program participants, staff, and the larger community.

VII. BUDGET AND FINANCIAL RESPONSIBILITY (15 points maximum score)

a. Describe form of business, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank reference(s); past, present, pending and/or threatened legal proceedings within any forum; and any other information the Contractor may wish to supply to demonstrate financial responsibility. Failure to provide all listed information and documentation will result in score less than maximum for this criterion.

b. Provide a budget format illustrating how the program will be fiscally administered. With each budget line item, include a narrative for how each line item will be spent. Be sure to specify funding related to Special Needs services separate from YFEC related services. Funds will not be allowed to pay for the physical space associated with services.

c. Include any additional documentation that demonstrates the fiscal health of the organization. Items of interest would include past tax returns, 990s, income statements, balance sheets, statements of cash flow, and most recent audited financial statements.

d. Contractor must also disclose all sources of current City of Jacksonville funding as well as explain, if awarded the contract from this bid, what percentage of the Contractor's total operating budget this contract would represent.

Bonus Points:

20 Bonus Points will be given to general Special Needs funding for proposals that target services to children/youth living with moderate to severe disabilities, fill an existing gap in services for this population and are not exclusively related to mental health services.

Bonus Points will only be given if points totals meet the baseline threshold of 70 points before bonus is added.

.....
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ATTACHMENT B

**EVALUATION MATRIX
 (Continued)**

The response will be scored based on the following matrix, and the evaluation maximum points count is identified for each section above. Contractors must score a minimum of 70 to be considered for funding.

The response will be evaluated on how effectively it demonstrates the following:

Evaluation Criteria	Superior	Average	Below Average	Poor	Missing
Project Narrative					
Competence/Experience/Past Record of Performance	14-15	10-13	5-9	0-4	0
Current Workload and Staff Capacity	14-15	10-13	5-9	0-4	0
Access to Target Population	16-20	11-15	6-10	0-5	0
Implementation Plan	16-20	11-15	6-10	0-5	0
Community Collaboration	14-15	10-13	5-9	0-4	0
Budget and Financial Responsibility	14-15	10-13	5-9	0-4	0
Total Points	100				

.....
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ATTACHMENT C
EQUAL BUSINESS OPPORTUNITY PROGRAM
ENCOURAGEMENT PLAN
(SEE ATTACHED)

ATTACHMENT D

SERVICES CONTRACT
BETWEEN
[THE CITY OF JACKSONVILLE]
AND
INSERT CORPORATE NAME OF CONTRACTOR
FOR
INSERT SUMMARY OF SERVICES TO BE PERFORMED

THIS CONTRACT, made and entered into this ___ day of _____, 201__ (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 _____ (the "CONTRACTOR"), a _____ corporation authorized to transact business in Florida and with its principal offices at _____.

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

WHEREAS, based on CONTRACTOR'S response to the RFP dated _____, consisting of ___ pages (the "Response"), the CITY has 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. The Services will be performed by CONTRACTOR as specified in the RFP and the Response.

2. Compensation. CONTRACTOR will be paid by the CITY for the Services [as follows: _____] or [as specified on the Price Sheets attached as Exhibit ____].

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 _____ (\$_____).

4. Term. The initial term of this Contract shall commence on the Effective Date and shall expire on _____, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to _____ additional one (1) year periods by (i) the CITY, at its sole discretion, upon written notice to CONTRACTOR at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

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:

As to the CONTRACTOR:

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 [Insert Name and Address] , and the CONTRACTOR'S Contract Manager is [Insert Name and Address] . 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:

CITY OF JACKSONVILLE

By _____
James R. McCain, Jr.
Corporation Secretary

By _____
Lenny Curry
Mayor

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: _____

Form Approved:

Office of General Counsel

ATTEST:

INSERT NAME OF CONTRACTOR.

By _____
Signature

By _____
Signature

Type/Print Name

Type/Print Name

Title

Title

ATTACHMENT E SPECIAL TERMS AND CONDITIONS

1. Acceptance of Funds – Chapter 77 Ordinance Code.

Contractor accepts the funds provided by KHA pursuant to the terms of the Contract, the provisions of the applicable City of Jacksonville Ordinance appropriating such funds, Chapter 77 of the *Ordinance Code* of the City of Jacksonville, as amended from time to time, a copy of which can be obtained by Contractor online at <http://library.municode.com/>, and use such funds only for the Program(s) and for no other purpose.

The Contractor must comply with all applicable provisions of Chapter 77, City Ordinance Code, as applicable.

2. KHA Essential Services Plan.

The KHA Essential Service Plan is a comprehensive guide which details the mission of KHA and functions as a guide for programs and activities coordinated and funded under KHA. As such, all KHA programs should address the goals under the Essential Service Category related to the funding as well as the Continuum of Service areas prioritized by KHA. For this RFP, the essential service category is [Special Needs](#). Contractor should review the goals and performance metrics for [KHA's Special Needs Program](#) contained in the Essential Service Plan document, which can be downloaded from the Kids Hope Alliance website: www.kidshopealliance.org. Contractor should address these goals and performance metrics to the extent applicable to the Services in addition to the more specific performance metrics for the Services provided in Exhibit A.

3. Funding Statement.

With respect to the Program, Contractor must include the statement "This program is funded in whole or in part by KHA of the City of Jacksonville" or similar language agreed to in writing by both parties when referencing this program. Contractor shall display the KHA logo on all letterhead, published materials, vehicles, buildings, etc. Appropriate logo artwork is available, upon request, from KHA.

4. Use of Funds.

Contractor must use every dollar provided by KHA only for the Program and for no other purpose. Contractor must not use funds received pursuant to the terms of the Contract in any manner or for any purpose whatsoever in connection with an agency program that delivers training or teaching that is purely religious in nature.

5. Monitoring by KHA.

KHA will use the reports specified in in this RFP for monitoring Contractor's progress and performance of the Services.

Contractor will:

1. Provide access to, or furnish whatever information is necessary to, effect this monitoring.
2. Permit the City and/or KHA to monitor the program operated by Contractor or an approved subcontractor or assignee to ensure compliance with applicable city, state and federal laws and regulations. Monitoring will include access to all client records and records of all personnel who have access to clients.

Program records must include program roster, name, age, demographic information, attendance, progress notes, and outcome measures.

6. Reporting/Data Requirements.

The SAMIS data system, designed by KHA for reporting Program Units of Service, Participant Demographics, Continuum of Services and Fiscal Reporting, must be used by Contractor. This data will be submitted in that system as follows: (a) Electronically via Internet Access, (b) In accordance with all

required deliverables, and (c) With all Invoice/Expenditure report requests being submitted with accompanying supporting documentation to justify the expenses (e.g., check numbers, payroll ledger data, sign-in sheets, etc.).

Parental Consent Forms for all participating students must be obtained by Contractor and maintained at the program site or agency administrative office. Parental Consent Forms must give permission for KHA to access and or use participant data, program data, and program activities in its generated report.

Authorized Data System Users will be granted system access with a unique username and password only after Contractor successfully completes the required submission of a new user request form. Under no circumstances shall Contractor share the username and password of an authorized user with anyone that has not been formally granted system access by the appropriate KHA data system administrator(s). Using the username and password of another person is strictly prohibited. Contractor is responsible for vetting the candidates they request system access for and will be responsible for all actions within the system of persons working with the system on their behalf. Upon the termination of employment or volunteer service of an authorized data system user, the funded Contractor will report to a KHA data system administrator(s) in writing and or via email requesting the former employee's or volunteer's system account be de-activated. This notification must be received no later than three business days after termination.

Contractor must comply with the following requirements:

1. Required Data System Trainings - Contractor will ensure their designated Data Manager and all other staff tasked with using the SAMIS system will register for, attend, and successfully complete the required SAMIS Data Manager orientation class prior to system utilization. Data Managers will also participate with required SAMIS system Webinars as directed by KHA.
2. Reporting in KHA's Data System - Contractor will input and maintain all required participant related data in the designated SAMIS data system program page assigned to Contractor by KHA. Required participant data will be defined by KHA with the necessary data input fields and structures provided as part of the assigned data system and or supporting processes. Data input will be performed directly into KHA assigned data system for each participant and only by Contractor's authorized data system user(s).
3. Student ID Numbers - Valid Student ID Numbers as assigned by the Duval County Public School System (DCPS) are required for all participants maintained by Contractor in KHA designated system. The only exception will be for participants who have never been assigned a Student ID by DCPS. In those cases, Contractor will utilize a unique KHA Identification number as described in Data Manager training and or through their contract manager or SAMIS Help Desk. Participants are not eligible for a KHA Identification number if they are or have ever been enrolled in a DCPS school. It will be Contractor's responsibility to obtain and confirm the validity of all DCPS Student ID numbers as well as input those numbers correctly into the assigned data system on or before the date the 10th of the Month. If Contractor is notified by KHA that a participant's ID is invalid, Contractor will have 15 business days to correct the student ID in the system. If the Student ID is not corrected within the time frame, Contractor will be subject to the financial penalties.
4. Demographic Data - In adherence with all program data tracking requirements to include maintaining a data record with all required information for each participant and maintain accurate program units of service for each participant for each contracted month of service, no later than the relevant date of the following month. Required demographic information shall include:
 - Duval County Public Schools (DCPS) Student ID Number
 - Last name

- First name
- Home address (street, city, state, zip)
- Date of Birth
- School name
- Race
- Gender

Contractor may also be responsible for recording household demographic data for each participant to include Marital Status and Household income.

5. Other Required Data - Contractor will, as designated by KHA, facilitate the administration of any surveys issued on behalf of KHA with program staff, students and/or students' families as part of ongoing satisfaction and quality improvement assessment efforts of KHA. The following data points will be required for submittal at the conclusion of the Program:

1. Nutrition Data - meals and snacks served by data and program site
 - Roster of participants and attendance records.
 - Number of students served.
 - Number of contacts with parents.
 - Number and description of any field trips or guest speakers.
 - List of College Success skills addressed.
 - Continuum of Service data for - Literacy events and improvement, Engagement of families and community, and Access to programs, services and activities,
 - Contractor's staff members involved in the Program: Staff Name, Position, Position Type (FT/PF), Highest level of education/certification, and Years of experience in current role with program.

7. Protection of Participant Data.

Contractor will only authorize the access of data by properly trained personnel who have signed a non-disclosure statement provided by KHA.

If Contractor experiences a security breach concerning any information covered by the Contract, then Contractor will immediately notify KHA and take immediate steps to limit and mitigate such security breach to the extent possible. Any breach of the confidentiality obligation set forth in the Contract may, at KHA's discretion, result in cancellation of further consideration for contract award for a period determined by KHA. In addition, Contractor agrees to indemnify and hold KHA harmless for any loss, cost, damage or expense suffered by KHA, including but not limited to the cost of notification of affected persons as a direct result of the unauthorized disclosure of education records.

Upon termination of the Contract, if requested by KHA and consistent with the retention requirements of Florida's public records laws, Contractor shall destroy all data or information that contains personal information collected and stored under the Contract. Furthermore, Contractor shall ensure that the destruction of that data or information maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

8. Technical Assistance.

Contractor must accept technical assistance related to reporting from KHA and make any reasonable changes in its reporting procedures, which will better facilitate the documentation of program efficiency and effectiveness. Technical assistance could include, but would not be limited to, pilot testing, programmatic issues concerning the provision of services, and conversion to a new database system.

9. Facility Requirements.

All KHA-funded programs must take place in a safe and easily accessible facility. The proposed facility must be available and accessible to students and their adult family members. The facility must have sufficient resources to provide all proposed and required activities (i.e., a computer lab, library, eating area, safe recreational area, and study area). The site must provide sufficient space and facilities to

maintain and secure equipment and resources. The site must afford students a safe and healthy environment.

10. Sufficient Staff; Facilities and Equipment.

Contractor must notify KHA if sufficient staff, facilities and equipment necessary to deliver the Services cannot be maintained. Failure to notify KHA of any such deficiencies or to adequately provide the Services in accordance with all KHA Standards shall be a breach of the Contract and grounds for termination, in the sole and exclusive discretion of KHA.

11. Staffing Requirements.

All staff providing Services (i) must be trained in trauma-based therapy (if training is needed, it may be requested and provided by KHA); (ii) should have the demonstrated capacity to serve the population receiving the Services; (iii) must be screened and cleared prior to the start of the program in accordance with the Level 2 background screening requirements contained in the Contract; and (iv) must be diverse, culturally competent, and reflect the communities that they will serve. At least one staff member must be CPR/First Aid trained and a CPR/First Aid trained staff member must always be on site.

12. Changes in Management or Program Personnel.

Any change in top management or program personnel must be put in memorandum form and submitted for approval to the Contract Manager thirty (30) days prior to said changes. Failure to properly notify KHA will constitute a breach of the Contract and grounds for termination of the Contract, in the sole and exclusive discretion of KHA.

13. Field Trips.

Field trips can increase engagement in programs and give participants the opportunity to experience new educational, cultural and environmental experiences. Field trip sites and experiences should be thoughtfully and purposefully selected and must be related to the program design. Contractors must receive written authorization from parents or legal guardians of all participants prior to their participation in any field trip. No overnight field trips are permitted.

14. Termination.

In addition to the remedies provided in the General Terms and Conditions of this RFP, upon Contractor's receipt of a notice of termination for an Event of Default, and, except as otherwise directed, Contractor shall:

- A. Cease providing Services under the Contract on the date and to the extent specified in the notice of termination.
- B. Place no further orders or subcontracts to the extent that they relate to the performance of the Services that were terminated.
- C. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services that were terminated.
- D. Prepare all necessary reports and documents required under the terms of the Contract up to the date of termination, including the final report without reimbursement for services rendered in completing said reports beyond the termination date.

15. System of Care Values and Core Principals.

KHA is committed to System of Care values and core principles and Contractors must demonstrate an ability adhere to and operationalize those values into their service delivery. A system of care is an organizational framework that involves collaboration across agencies, families, and youth for the purpose of improving access and expanding the array of community-based, culturally and linguistically competent services and supports for children and youth and their families.

Across all initiatives, the cross-collaborative strategies are intended to build upon established relationships, and create new relationships with community organizations that support a variety of needs of children and family participants. It is within this context KHA expects Contractor's programs to serve as gateways to other needed services that are not directly provided by the primary Contractor. KHA expects successful Contractor to clearly demonstrate that the proposed program is not being performed in isolation; but rather, that the service is connected to and integrated with Contractor's community in light of existing programs, initiatives, systems of care and identified community needs.

Furthermore, Contractors are encouraged to collaborate with organizations that can contribute resources to programs and should be prepared in their response to describe how these resources enhance the proposed program.

The values and core principles of Systems of Care indicate that programs serving children, youth and families will be family-driven, youth-guided and culturally and linguistically competent. Programs that are *family-driven* recognize that families have a primary role in the care of their children. *Youth-guided* programs create safe environments that give young people a voice in the planning of the programming and activities, and *cultural and linguistic competence* is defined as the capacity of an organization to provide services that are respectful and responsive to cultural differences such as race, ethnicity, sex, religion, age, language proficiency, etc.

16. Background Screening.

Contractor:

- A. Shall screen all Covered Persons (as defined below) using the Level 2 screening standards set forth in Section 435.04 of Florida Statutes ("Level 2 Screening"). Contractor shall require Level 2 Screening as a condition of employment and continued employment of all Covered Persons. Level 2 Screening must be complete and current before an individual begins any work for Contractor which may result in the individual being considered a Covered Person. To be considered "current", a Level 2 Screening must have been completed for the Covered Person within the last 5 years.

A "Covered Person" for the purposes of the Contract means a person who is an owner, operator, program director, full or part-time employee, temporary employee, independent contractor, or intern or who may come into contact with any child or developmentally disabled person receiving services under the Program or a person who may have access to or control Program funds. Volunteers who are at the program site ten (10) hours or less per week shall not be considered a "Covered Person" and do not need to have a Level 2 background screen as long as they are within the line of site of someone who has been screened. Volunteers who are at the program sites ten (10) hours per week or forty (40) hours per month shall be considered a "Covered Person".

- B. Shall repeat the Level 2 Screening at least every 5 years from the date of Contractor's initial Level 2 screening or re-screening.
- C. Shall ensure compliance by all subcontractors with the above screening requirements, as to Covered Persons of the subcontractors.
- D. Shall screen a Covered Person who is under eighteen (18) years of age using the Affidavit of Good Moral Character found at the Florida Department of Children and Families (DCF) Website: <http://www.dcf.state.fl.us/publications/eforms/1649.pdf>. Contractor shall screen any such individual using a Level 2 Screening as soon as reasonably possible after any such minor reaches age eighteen (18) or is otherwise eligible for a Level 2 Screening.
- E. If Contractor operates the Program within one of the Duval County Public Schools ("DCPS"), all Covered Persons must comply with all DCPS requirements, policies and procedures for

fingerprinting and background screening.

Payment under the Contract shall be conditioned on Contractor adhering to the background screening requirements contained in the Contract. A breach by Contractor of such background screening requirements during the Contract term shall constitute a material breach of the Contract and cause for KHA to immediately terminate the Contract.

17. Voice and Image Release.

Contractor shall ensure that a Voice and Image Release form, a copy of which has been provided to Contractor, is completed prior to publishing and copyrighting any activities involving children participating in the Program.

18. Incident Reporting.

- A. Contractor is to establish procedures to facilitate reporting of incidents to program management and to KHA.
- B. Contractor will notify KHA's Contract Manager via telephone and/or fax immediately upon learning of an out-of-the-ordinary incident and after being assured that any remaining hazards have been eliminated and any necessary emergency assistance has been obtained. After such notification, Contractor will submit the required written report as required.
- C. All incidents must be reported on the form provided by KHA and reported no later than forty-eight hours after occurrence. KHA requires reporting of incidents, occurrences or events within funded programs which:
 1. Place clients or employees at risk
 2. Result in serious injury to clients or employees
 3. Require the direct intervention of program or agency management staff
 4. Could generate favorable or negative public reaction or media attention.
- D. Reportable incidents include, but are not limited to, the following examples:
 1. Notable client achievement(s)
 2. Abduction/kidnapping of a client
 3. Auto accident resulting in injury
 4. Bomb threat
 5. Employee misconduct including law violations
 6. Epidemic or other public health emergency
 7. Fire, flood or other disaster
 8. Injury to client or employee requiring medical attention
 9. Media coverage - actual or potential
 10. Missing client/runaway

Any incidents or allegations of Abuse, Neglect or Exploitation must be reported immediately to the Abuse Registry at 1-800-96-ABUSE, as well as to KHA within 48 hours.

19. Cost Reimbursement.

KHA shall make payments to Contractor based on cost reimbursement for the Services as described in the program budget approved by KHA, and the other Exhibits to the Contract.

Requests for payment for Services performed must (i) contain the following statement: "This request for payment is subject to Section 837.06, Florida Statutes"; (ii) describe the services provided by Contractor and (iii) provide all supporting documentation requested by KHA. Acceptable documentation includes, but is not limited to purchase orders, paid vouchers, invoices and any other documentation deemed necessary and approved by KHA for release of payments under the Contract.

All payments are contingent on meeting all of the deliverables and approval of all supporting documentation required by KHA. Submission of accurate, timely documentation and other requested information as required by KHA may be considered a factor in evaluating future funding requests. Invoices and/or documentation returned to Contractor for corrections may not be considered as submitted and shall be cause for delay in receipt of reimbursement.

20. Allowable Administrative Costs.

Contractors may request up to 12% of the total direct service cost in order to administer the project, subject to sufficient justification and negotiation and approval by KHA. Administrative costs are costs which support the operation of the entire agency as a whole, for example, a receptionist answering all incoming calls, the cost of doing payroll for the entire agency staff, and management staff salaries. A line item budget supporting any requested administrative costs must be provided, with justification.

21. Budget Revisions.

Contractor shall expend funds through the terms of the Contract as detailed in the approved line item budget for services to be provided under the Contract.

Contractor must provide justification for any requested changes to the program budget approved by KHA and attached to the Contract. Such changes among line items must be approved through KHA's grants management system (web-based system) by KHA prior to expenditure of funds. Changes to the budget must meet the following conditions:

- a. The changes do not increase or decrease the original dollar amount of the Contract.
- b. There is another line item in the budget from which funds will be shifted.
- c. The change does not involve establishing a new line item category or totally eliminating a line item category.
- d. Proposed amount of dollars to be transferred from one line item to another line item does not exceed 10% of the total dollar amount of the Contract.
- e. Any year-end budget amendments must be submitted to KHA prior to thirty days prior to the end of each annual contract period.

Budget changes initiated by Contractor, which involve an increase or decrease of \$25,000 or 10% of the original contract amount, whichever is less, subject to budgetary constraints and funds availability to meet unanticipated needs, shall require a properly executed contract amendment, signed by Contractor and KHA before the effective date for implementation of the specific change.

22. Audit Requirements.

Contractor shall comply with the following audit requirements, or such other audit requirements as may be adopted as an audit policy by the KHA Board from time to time:

- A. Small Providers, Providers and Agencies (as the terms "Small Providers", "Providers" and "Agencies" are defined in Ordinance 2017-563-E) with annual contract amounts less than \$200,000 shall furnish KHA a detailed annual schedule of budget to actual expenditures of KHA funds for each program, by budget category that supports the amount outlined in the final approved budget. This report shall be certified as to its accuracy by the Chair or Treasurer of the Small Provider's, Provider's or Agency's Board and must be submitted 90 days after each annual contract period or contract term, if less than a year.
- B. Small Providers, Providers and Agencies with annual contract amounts from \$200,000 to \$750,000, shall furnish KHA a detailed annual schedule of budget to actual expenditures of KHA funds for each program, by budget category that supports the amount outlined in the final approved budget. This report shall be certified as to its accuracy by the Chair or Treasurer of the Small Provider's, Provider's or Agency's Board and must be submitted 90 days after each annual contract period or contract term, if less than a year. Small Providers, Providers and Agencies shall also furnish KHA a copy of an audit report in accordance with

Generally Accepted Auditing Standards (GAAS) issued by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA). This report shall be due within 180 days of the close of the Small Provider's, Provider's or Agency's fiscal year.

- C. Small Providers, Providers and Agencies with annual contract amounts in excess of \$750,000, shall furnish KHA a detailed annual schedule of budget to actual expenditures of KHA funds for each program, by budget category that supports the amount outlined in the final approved budget. This report shall be certified as to its accuracy by the Chair or Treasurer of the Small Provider's, Provider's or Agency's Board and must be submitted 90 days after each annual contract period or contract term, if less than a year. Small Providers, Providers and Agencies shall also furnish KHA a copy of an audit report conducted in accordance with both GAAS and Government Auditing Standards (GAS), issued by the Comptroller General of the United States, and if applicable the provisions of Office of Management and Budget Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations," of its financial affairs. This report shall be due within 180 days of the Small Provider's, Provider's or Agency's fiscal year.
- D. KHA shall not provide reimbursement for contractual expenses during the period of time that Contractor's audit report is delinquent.
- E. For purposes of this Section, the term "annual contract amounts" shall mean the aggregate amount received by Contractor during Contractor's fiscal year under all contracts funded by KHA or one of its predecessors, the Jacksonville Children's Commission and the Jacksonville Journey.

23. Provision for Unspent Funds.

Contractor shall return any funds provided by KHA under the Contract which are residual funds remaining unspent or unencumbered by any existing legal obligation at the conclusion of the contract term to KHA in the form of a negotiable instrument not later than thirty (30) days after the close of the contract term.

24. Advanced Payments.

Upon the written request of Contractor, KHA, at its sole discretion, may make an advance payment to Contractor which shall not exceed twenty-five percent (25%) of the contract amount.

The advance shall be recouped in accordance with the following policy or such other advance repayment policy as the KHA Board may adopt from time to time:

- a. With monthly reimbursement/payment requests: The advance payment shall be recouped in 3 monthly payments of 1/3 of the amount advanced, starting in the seventh (7th) month of the contract. If the monthly payment is not sufficient to cover an advance payment, the balance shall be paid from the next monthly reimbursement/payment request. The intent is to repay the advance in full by the end of the third quarter and make no other payments until the advance has been repaid in full.
- b. With quarterly reimbursement/payment requests: The advance payment shall be recouped from Contractor's third quarterly reimbursement request, and no other payments shall be made to Contractor until the advance has been repaid in full.
- c. Contractors receiving a twenty-five percent (25%) advance on contracts starting July 1, where only 25 percent of the contract amount is appropriated, will not receive monthly payments for July through September.

- d. If at any time during the contract period cash disbursements reach seventy-five percent (75%) of the contracted amount, recouping the advance must start immediately and no other payments shall be made until the advance has been repaid in full.
- e. KHA's CEO may extend the advance payback period as needed based on extenuating circumstances; such as natural disasters or extreme financial hardship, as long as this extension does not put the KHA at risk of recouping the advanced funds.

25. Sales Tax.

KHA will not reimburse Contractor for sales tax because KHA/City of Jacksonville has a tax exempt status.

26. Provision for Unallowable Expenditures.

In the event Contractor receives and/or expends any portion of the funds received from KHA in a manner inconsistent with the terms of the Contract (which shall include any funds reimbursed to Contractor by KHA in error) or any applicable and governing federal, state or local law, rule regulation or policy, then Contractor shall immediately refund and return all such funds to KHA. Contractor shall also reimburse KHA for all costs, expenses and fees, including attorneys' fees and court costs, incurred or expended by KHA in connection with any collection efforts to recover any funds due KHA pursuant to the Contract. KHA may immediately terminate the Contract if funds are improperly spent, and such termination may be provided orally with a written notice to follow.

27. Non-Expendable Property.

Any tangible personal property with a value of \$1,000 or more purchased by Contractor with KHA funds must have a useful life of one (1) year or more, must be inventoried by Contractor at least annually. Such property must be necessary for successful program operation and the need for the equipment must be clearly justified in the budget narrative. Contractor shall retain property inventory records and acquisition documents. Contractor must forward a copy of the purchase related documents and the annual inventory record to the Contract Administrator. Upon the expiration of the useful life of such property or upon the expiration of the aforementioned programs or activity, whichever occurs first, such property shall be transferred free and clear of all liens and encumbrances to KHA or disposed of as authorized in writing by KHA.

28. Financial Records.

Contractor shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles. All Contractor's financial records shall be maintained in such a manner so as to permit positive and ready identification at all times of any funds received by Contractor from KHA from the time such funds are actually received by Contractor until the time they are actually expended or disbursed by Contractor according to the terms of the Contract. Office of Management and Budget (OMB) Circulars including A-102, A-87, A-110, A-122, and A-21 may be used as a guide concerning records to be maintained.

Contractor's records shall be made available for audit, copying or inspection purposes at any time during normal business hours and as often as KHA or the City of Jacksonville Council Auditor may deem necessary.

Failure of Contractor to keep and maintain records as required in the Contract shall be a material breach of the Contract and shall justify termination by KHA, in the sole and exclusive discretion of KHA.

KHA STANDARDS

The following standards are those by which all Contractors funded by KHA are evaluated. Contractor will demonstrate that standards are met through on-site review by representatives of KHA. Documentation will be requested at the time of the site visit if not already furnished as a part of Contractor's original Response.

A. GOVERNANCE

Essential

1. Contractor has a charter and/or bylaws which clearly define the agency's purpose and organization and the duties, authority and responsibilities of the governing body.
2. Governing authority is held by a volunteer Board of Directors of at least 6 members who are representative of the community and population served.
3. Terms of Board membership are of fixed length and the number of successive terms is limited.
4. Board meetings are held at least once per calendar quarter in accordance with agency bylaws. Minutes are recorded and maintained in agency files.
5. Board officers are regularly rotated by limiting the length of terms and the number of successive terms, which an officer may hold.
6. No nepotism exists between Board and staff or within the Board.
7. The Board of Directors approves the annual budget and any deviations from the annual budget.
8. The Board employs the agency's chief professional officer, unless it is a government agency.
9. Board members regularly attend meetings and are actively involved in fulfilling their responsibilities to the agency.
10. No voting board members are employed by the organization unless such employment is provided for in the agency's charter or articles of incorporation.
11. Board membership reflects gender, ethnic and professional diversity appropriate to the agency's mission.
12. Agency does not operate in conflict with the policies of KHA.
13. Contractor's mission, vision and values are complementary to those of KHA.
14. Duties and responsibilities of the Board are explicitly defined and understood by all members. New members participate in a planned orientation program.

Desirable

1. Board members receive regular reports from staff on the status of each principal agency program and activity.
2. Appropriate committees are established to carry out the work of the board.
3. The bylaws state that the agency does not support partisan organizations, politicians or candidates for political office.
4. Contractor has a written code of professional ethics, which, at a minimum, prohibits agency purchase of any service or product from a member, employer of a member, or any company in which member has a financial interest, unless there is a clear statement of non-conflict.

B. FINANCIAL MANAGEMENT & FISCAL

Essential

1. Financial management and reporting complies with generally accepted accounting principles.
2. Contractor's annual operating budget is balanced.
3. Contractor's internal financial management policies and procedures assure adequate control and security.
4. Contractor must maintain records (including client documentation) related to programs funded by KHA for at least five years.
5. Contractor staff and volunteers who handle funds are bonded or in lieu of bonding, Agency must have in place an Employee Dishonesty Policy and Errors and Omissions coverage, unless employed by a government agency.

6. Contractor strives to diversify revenue sources and maximize in-kind resources.
7. Investments are managed to achieve optimal return within reasonable risk tolerance.
8. The proportion of financial resources expended on administrative support is not excessive.

C. HUMAN RESOURCES ADMINISTRATION

Essential

1. Contractor's Board of Directors has developed and periodically reviews personnel policies, which are disseminated to the staff.
2. Contractor has formal job descriptions/specifications and pay schedules on file.
3. Staff possesses the requisite knowledge, skills and abilities to perform the duties to which assigned.
4. Contractor has a formal personnel performance review system that is thorough and equitable.
5. All personnel working with children will be screened annually according to Florida Department of Children and Families as specified in Section 435.03, Florida Statutes and KHA guidelines. Contractor staff shall submit to the Level 2 Screening Standards, as specified in Section 435.04, Florida Statutes and Chapter 394, Laws of Florida, which includes local, state, and national databases. Contractor and its subcontractors personnel who have direct contact with minor children and developmentally disabled persons must be of "good moral character" as defined in Chapter 435, Florida Statutes. Contractor must inform KHA in writing that a background screening has been performed on the staff. Such report must be submitted under provisions of Section 837.06, Florida Statutes.
6. Full and part time staff members will attend KHA sponsored training.

Desirable

1. Contractor actively recruits and effectively utilizes volunteers to accomplish the agency's mission.
2. Contractor has adopted a written code of professional ethics, which, at a minimum, prohibits agency purchase of any service or product from an employee or any company in which an employee has a financial interest.
3. Executive Directors, Supervisors and Managers, when programmatically appropriate, shall attend the 20 hour Advancing Youth Development Supervisor Course. Front Line Youth Workers shall attend the 28-hour THIS course.

D. PLANNING AND BUDGETING

Essential

1. Contractor uses a formal budgeting process as a planning and management tool.
2. Contractor develops an annual work plan and regularly monitors progress in achieving goals and objectives of the plan.

E. EQUIPMENT & PHYSICAL FACILITIES

Essential

1. Contractor's facilities are safe, well maintained and physically accessible to the consumers served.
2. Contractor's facilities and services are accessible to people with disabilities.
3. Contractor is adequately insured against liability, loss and damage.
4. Physical facilities and equipment are sufficient in quantity and quality for their intended purposes.
5. Contractor has established policies and procedures to guide the management of physical facilities and equipment.

F. LEGAL CONCERNS

Essential

1. Contractor has adopted a written policy prohibiting discrimination on the basis of race, religion, sex, nationality, handicap, or military status in the following practices and functions:
 - hiring, assignment, training, promotion and termination of staff;
 - selection of board members; and
 - provision of services.
2. Contractor is fully licensed/certified/accredited by appropriate authorities and/or accrediting bodies.
3. Contractor has established policies and records management procedures to assure client privacy.
4. Contractor is registered and incorporated as a nonprofit organization under the laws of Florida or is a duly constituted public organization.
5. Contractor possesses a letter of exemption from federal taxes under Section 501(c)(3), Internal Revenue Code (unless Contractor is a For-Profit entity).
6. Contractor has developed a formal affirmative action plan, if applicable.

G. PROGRAM MANAGEMENT

Essential

1. Contractor programs meet an identified community need that is fully documented and supported with current statistical data.
2. Programs and services are directly related to the accomplishment of the agency's mission.
3. Both the geographical area and the target population to be served by each of the agency's programs are clearly defined.
4. No Contractor is allowed to use KHA funds to supplant funds previously provided by Contractor or another agency without written KHA approval.
5. Program quality and service utilization data support expenditures.
6. Contractor maintains adequate (i.e., complete, current, orderly) client services records for planning, report and evaluation purposes.
7. Programs are monitored and periodically evaluated in terms of clearly defined objectives and measured outcomes.
8. Programs and services are accessible and are responsive to client needs.
9. No Contractor program delivers training or teaching that is purely religious in nature or intent.
10. Contractor will ensure all service delivered in a manner that will be family-driven, youth-guided and culturally and linguistically competent.

H. COMMUNITY RELATIONS

Essential

1. Contractor actively seeks and maintains cooperative relationships and collaborates with other agencies when appropriate.
2. Contractor acknowledges its support by KHA by including City of Jacksonville/ KHA names and logos on all signage and public awareness materials.
3. Contractor actively publicizes the program to neighborhoods, schools, community organizations and the media.
4. Contractor regularly participates in KHA meetings and events.

KHA FINANCIAL REQUIREMENTS
(Cost Reimbursement Contracts)

Timeline: Contract Period Outlined in Contract

Purpose of Funds:

- See scope of services outlined in Request for Proposals (RFP) and/or contract.
- Provide programs for children and youth in the Jacksonville community (Duval County).
- City funds expended by a recipient shall be in accordance with governing laws and regulations of the state and the City.
- Recipients shall expend City funds in accordance with the budget approved by the City Council, Mayor and Kids Hope Alliance.

Unallowable Expenses: – Appropriation moneys may not be expended for the following purposes:

- Any expense not approved in the approved budget and incorporated in the contract.
- The salaries and costs of the office of the governor of a state or the chief executive of a political subdivision. These costs are considered a cost of general state or local government.
- The salaries and other costs of the Legislature or similar local governmental bodies such as County commissioners, City councils and school boards, whether incurred for purposes of legislation or executive direction.
- Staff bonuses or severance pay
- Losses arising from uncollectible accounts and other claims, and related costs.
- Contributions to a contingency reserve or a similar provision for unforeseen events.
- Contributions and donations to other groups or organizations.
- Debt financing - interest on borrowing, cost of financing and refinancing, bond payments, etc.
- Mortgage payment for facilities
- Fines, Penalties, Late Payments and Cancellation Fees
- Lobbying Activities
- Non-cash Expenses – such as depreciation, compensated absences and accruals for estimates
- Cost of Audits and/or Legal fees and any costs resulting from collecting these funds
- Cost associated with fundraising activities
- Sales Tax – If a recipient is a tax-exempt organization a tax-exempt certificate should be provided prior to payment
- Indirect and administrative cost – all expenses should be directly related to the program
- Equipment over \$1,000 per item requires approval.
- Field trips **not** approved in the budget
- Funds may not be used for “self-enrichment” as outlined on the conflict of interest form
- No gift cards.
- Food, amusements and social activities **in excess** of two percent (2%) of budget. Field trip entrance fees including a meal and drink, where the food and drink cannot be itemized separately will all be applied to the two percent (2%).

Other Considerations:

- Recipient agrees to return to the Kids Hope Alliance funds expended for disallowed expenses as determined by the City Council, Council Auditor, or Kids Hope Alliance.
- Agreeing to return within 15 days of demand upon the City Council's, Council Auditor's, or Kids Hope Alliance Monitor's findings that the terms of an agreement has been violated.

Documentation for Reimbursements:

- Reimbursement means the expense must have been paid. When submitting a payment request for reimbursement, please attach an invoice and proof of payment.
- Proof of payment includes:

- Credit card statement with vendor name and amount paid
- A copy of the cancelled check (front and back),
- A copy of the check stub with a bank documented transaction including the check number, dollar amount and the date that the check cleared,
- Electronic receipts with a zero balance, with the check number entered on the receipt, with a copy of the check stub, or
- Along with check stubs, a copy of the bank statement (redact the account number and/or balances) with the check number, amount of the check and cleared date highlighted.
- Cash Payments will **not** be reimbursed because they are very difficult to document.
- Handwritten receipts will **not** be accepted

Notes:

- Please check the information entered on the reimbursement detail report. If the information entered does not agree with the backup offered, the request will be rejected.
- Any rebates, discounts, refunds issued or received must be reflected in the request and returned to the City.

Distribution of Funds: Monthly – Due by the date provided in the contract.

- 25% Advance for program start-up is allowed, unless otherwise required by ordinance.
- The advance payment shall be recouped in accordance with KHA advance policy. Details to be provided upon funding.
- Payments will be made on a reimbursement basis, with supporting documentation.

Any funds, which are residual funds remaining unspent shall be returned to the City in the form of a negotiable instrument not later than 30 days after the close of the period.

The Kids Hope Alliance or City retains the right to disallow expenditures of these funds. The Kids Hope Alliance or Council Auditor may audit the expenditures of City funds by each recipient. The audit report of the Auditor delineating the questioned expenditures shall be delivered, by certified mail, to the recipient affected. The questioned expenditures shall be disallowed expenditures and the disallowed amount shall be immediately returned to the Kids Hope Alliance.

A recipient failing to comply with requirements of these funds shall be ineligible to apply for or receive future Kids Hope Alliance funds.

Automated Clearing House

- KHA will make payments via Automated Clearing House (ACH) method of payment and the provider agrees to timely complete and submit such forms as necessary to establish such payment method.

Audit Requirements:

- Submission of a schedule of budget to actual expenses is required for all KHA funded contracts. Additional, detail audited financial statements are required in accordance with KHA Audit Policy, unless otherwise required by ordinance. The policy shall be provided upon funding.
- The KHA shall not provide reimbursement payment for contractual expenses during the period the provider's budget to actual or audit report is delinquent.

Penalties for Late Submission of Reimbursement Request and Other Reports:

In accordance with KHA policies.

ATTACHMENT F
SUBMISSION CHECKLIST

Submission Checklist

Place a check mark on the line for each item submitted. Please keep a copy for your records.

- _____ Ensure all items in Attachment A, Response Format, are completed
- _____ The RFP **and** General Terms and Conditions **and** Special Terms and Conditions **and** examples **and** other information have been read **and** understood.
- _____ All information is typed, using the identified font and spacing.
- _____ One (1) original and three (3) copies should be submitted in three (3) separate and distinct sections (Required Documents, Project Narrative and Budget and Budget Narrative). The response is signed by an officer or employee having authority to legally bind Contractor.
- _____ Envelope is sealed and labeled with the company/program name bid # and bid title
- _____ One (1) flash drive with PDF files labeled as follows:
Contractor Name - Project Title - Required Documents
Contractor Name - Project Title - Budget and Budget Narrative
Contractor Name - Project Title - Project Narrative
- _____ Required forms are included in Required Documents file.
- _____ All issued addenda (if applicable) – **Please check the Procurement Division website to ensure you have all issued addenda prior to submission.**
- _____ Checklist is completed and signed. **Failure to sign this checklist and provide all information may be grounds for rejection.**

RESPONSE RECEIVED IN AN UNORGANIZED FORMAT WILL NOT BE REVIEWED AND WILL BE GROUNDS FOR REJECTION.

Signature

Date

Print Name and Title

ATTACHMENT G

DISQUALIFIED/PROBATIONARY VENDORS LIST

In accordance with the City's Procurement Code 126.201 (1) (1), the Chief of Procurement and all agencies are advised to cease doing business with disqualified vendors as they appear on this list. However, any existing contracts held by the vendors listed below should be completed.

VENDOR	VENDOR-FEIN #	Date of Disqualification	Eligibility Reinstatement Date
Able Lumber and Supply	593198312	07/18/1997	07/18/1998
*Aquino Construction Company, Inc.	00001424	04/19/2018	04/19/2021
Armored Car Services	593191058	02/10/2000	02/10/2001
*Arnett Contracting, Inc.	223965485	06/04/2010	06/04/2013
*Aztec American Builders, Inc.	00012849	01/10/2018	01/10/2021
** B. Robinson Corporation	00008704	10/24/2018	10/24/2019
B & H Full Service Cleaning, Inc.	***3840	11/19/2010	11/19/2011
C & H Construction	593216284	03/07/2002	03/07/2003
Carolina Paper Mill	593579372	10/20/1980	10/20/1981
*Cleft Landscape Mgmt.	590036843	10/26/2000	10/26/2001
Concerned Citizens of Developing the Disable, Inc. d/b/a A.I.C.R.		07/23/1998	07/23/1999
Court Yard Concepts	593198312	05/07/1997	05/07/1998
Creed Company	45357941	03/07/1990	03/07/1991
D&D Site Work, Inc.		10/9/2013	10/9/2016
Elite Public Safety		03/25/2000	03/25/2001
Fire Defense Centers	593035606	06/08/1987	06/08/1988
*First Coast Site Contractors	273995727	10/26/2012	10/26/2013
**Francbeth, Inc.	593658944	7/9/2014	7/9/2015
*GA Janitorial Cleaning Svcs., Inc.	010684614	08/31/2009	08/31/2010
George Patterson & Assoc.	59317759	06/05/1998	06/05/1999
G K Solutions	593541756	09/08/1999	09/08/2000
J&J Recycling and Demo, LLC	***1758	4/21/2015	10/21/2015
Kingdom Cleaning	*****6694/*****9588	10/20/2015	10/20/2017
*Process Server Enterprises, LLC	263336079	04/29/2010	04/29/2011
**Ray T. Freiha Construction, Inc.	593615599	06/01/2010	06/01/2012
*The Real Dirt Busters	*****3042	10/26/2012	10/26/2015
**Sheza General Contractors, Inc.	593430930	11/02/2010	11/02/2011
Tiger Tale Publication		05/21/1998	05/21/1999
Whittle & Sons		07/25/1980	07/25/1981

*Vendors disqualified/debarred from bidding as Prime and/or Sub Contractors

**Vendors placed on probation for a period of 6 months or more

Revised 7/22/19

ATTACHMENT H

INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

ATTACHMENT I

INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker’s Compensation Employer’s Liability	Florida Statutory Coverage \$ 100,000 Each Accident \$ 500,000 Disease Policy Limit \$ 100,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/ Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City’s Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability (Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)	\$1,000,000	Combined Single Limit
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Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability	\$1,000,000 per Claim and Aggregate
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Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Sexual Molestation

\$1,000,000 Per Claim

\$2,000,000 Aggregate

Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

- A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2026, Automobile Liability CA2048.
- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.
- E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.
- G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

- I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

(Remainder of page intentionally left blank)

ATTACHMENT J
PROTEST PROCEDURES
(SEE ATTACHED)

**FORM 1
BUDGET AND BUDGET NARRATIVE**

(SEE ATTACHED)

***Bidders may request this form electronically via written request to aburney@coj.net.**

FORM 2

CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City of independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named City officials(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

FORM 3

INSURANCE AGENT ACKNOWLEDGMENT

Bidder must have their insurance agent execute the below statement. Failure to execute this statement may result in rejection of this bid proposal.

Bid No._____

As insurance agent for _____,

I have read the Indemnification and Insurance Requirements relating to the above referenced bid and do certify that I can provide evidence of all required coverages, limits and additional provisions as stated in those documents.

Agent's Signature

Insurance Agency Name

Agent's Name (Type or Print)

Agent's License Number (Type or Print)

***This Form is not to be edited in any way (including handwritten comments). If Bidder has insurance coverage with multiple insurance agents, each agent will need to complete and sign their own form to be submitted with the bid response.**

FORM 4
NO BID FORM

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

**City of Jacksonville
Procurement Division
214 North Hogan St., Ste. #105
Jacksonville, Florida 32202**

We are unable to submit a bid at this time due to the following reason(s):

- | | |
|---|--|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Conflicts with production schedule |
| <input type="checkbox"/> Don't meet minimum requirements | <input type="checkbox"/> Do not offer these commodities/svcs |
| <input type="checkbox"/> Unable to meet bond requirements | <input type="checkbox"/> Other (please state below) |

Suggestions:

Company Name:

Signature & Title:

Street:

City:

State:

Zip:

Phone:

PLEASE SUBMIT THIS FORM ONLY; DO NOT SEND BACK THE BID PACKAGE