SINGLE SOURCE AWARD **BID # SS-13312-23**

Subject: STATISTICAL ANALYSIS OF KHA PROGRAMMING

Department: Kids Hope Alliance

Description of Purchase:
Recommend approval to retroact the period of service from October 1, 2022 through date of award.

Recommend approval of single source award to NPL Logix to provide statistical analysis of KHA Programming and provide an executive summary, presentation of final findings, and final report with statistical analyses. Period of service will be from date of award through September 30, 2023. Total award expenditure not to exceed $72,000.00.

Funding Source: 10901.181005.531090.000000.00000000.00000.0000000

Single Source Award To: NPL Logix

Price Justification: See Attached

Total Award: $72,000.00 **Requisition #:** KHOD-500005-23

Attachments: Recommendation Memo, Single Source Form, Vendor Letter

Certification as to Single Source: Kenneth Darity, Chief Programs Officer, Kids Hope Alliance

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Olive Wallace-Cohen

FOR

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Board of Directors

Dr. Marvin Wells
Chair

Tyra Tutor
Vice Chair & Treasurer

Rose Conry
Secretary

Rebekah Davis

Kevin Gay

Marsha Oliver

Jenny Vipperman

Board Liaisons

Duval County Public Schools

Jacksonville City Council

Jacksonville Sheriff's Office

Public Defender's Office

State Attorney's Office

Executive Staff

Mike Weinstein, J.D.
Chief Executive Officer

Saralyn Grass, Ed.D.
Chief Administrative Officer

Kenneth Darity
Chief Programs Officer

KIDS HOPE ALLIANCE

MEMORANDUM

TO: Gregory Pease, Chief of Procurement

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

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

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

SUBJECT: Request for Single Source: NLP Logix, LLC.

DATE: August 15, 2022

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

1) Single Source for NLP Logix, LLC. to conduct a statistical analysis of KHA programming and provide an executive summary, presentation of final findings, and final report with statistical analyses in the amount of $72,000

Upon approval of the request, the purchase order will be executed by City of Jacksonville Procurement Department.

KHA anticipates funding as follows:

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

Total Funding $72,000

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

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

KHOD-501271-22

FINANCE & ADMINISTRATION DEPARTMENT, PROCUREMENT DIVISION

JUSTIFICATION FOR SINGLE SOURCE (JSS)	
Pursuant to the City of Jacksonville Procurement Code§ 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.	
1. Requesting Agency:	Kids Hope Alliance
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the City need these particular goods or services?***	Statistical analysis of the impact of Kids Hope Alliance (KHA) programming using data provided by Duval County Public Schools (DCPS) including descriptive statistics, bivariate analysis comparing students who attended KHA programming and comparative groups. The City of Jacksonville need these particular service to measure the efficacy of KHA funded programs and students who attend KHA funded programs in comparison to non- attending students.
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:	NLP Logix, LLC. is the creator and the exclusive owner of the software needed to conduct the statistical analysis. As the creator and exclusive owner of the software NLP Logix, LLC. will not release or approve any other entity to use such software to conduct a statistical analysis.
4. Date of Request	8/15/2022

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[Duval County Public Schools (DCPS) has vetted NLP Logix, LLC. and approved them as an approved researcher in not only the data sharing agreement with KHAbut also through an Institutional Review Board (IRB). No other entity can conduct such research because they are not included in KHA's data sharing agreement and IRB approval with Duval County Public Schools.]

6. Other Documentation (Check and attach all that apply)

√ Supplier Quote

√ Single Source Memo signed by Director

☐ Other [Click here to list other documentation]

Kids Hope Alliance

Programming Impact Analysis

Statement of Work

07.27.2022

Prepared by: NLP Logix

NLP LOGIX
AI REALIZED

Statement of Work

Programming Impact Analysis

Prepared By:	Sarah Wong	**Request By:**	Rodger Belcher
Date Prepared:	07.27.2022	**Request Date:**	04.05.2021

Summary: The purpose of the SOW is to outline the scope, terms, and conditions for analysis into the impact of Kids Hope Alliance (KHA) Programming. The start date of this agreement is October 1, 2022, ending September 30, 2023.

SUMMARY

SCOPE OF WORK

NLP Logix will provide the Kids Hope Alliance with a statistical analysis of the impact of KHA Programing to include teen/pre-teen, juvenile justice, and summer camp. Data from Kids Hope Alliance around KHA Programing will be combined with data from DCPS. Analysis will include descriptive statistics, bivariate analysis comparing students who attended KHA Programing and a comparative group. Work will be compiled using KHAs existing IRB with DCPS.

DELIVERABLES

NLP Logix will deliver the following items at the end of this work effort:

- Executive Summary
- Presentation of Final Findings
- Final Report with Statistical Analyses
- Dashboard

TEAM

The following individuals comprise the proposed key delivery team to carry out this plan. They are responsible for working together to attain the stated goals.

Role	Description	Name & Title
Executive Sponsor Kid's Hope Alliance	Provide executive-level support for the project	Dr. Saralyn Grass, Chief Programs Officer Kid's Hope Alliance
Operational Sponsor Kid's Hope Alliance	Provide day-to-day direction and support for the project	Rodger Belcher, Director of Innovation and Data Systems Kid's Hope Alliance
Executive Sponsor NLP Logix	Provide executive oversight for the project deliverables	Fallon Gorman, COO NLP Logix

Technical Project Lead NLP Logix	Responsible for the overall success and execution of the technical plan	Katie Bakewell, Modeling and Analytics Lead NLP Logix

PRICING

TIMING & PAYMENT TERMS

- The estimated effort for this scope is 120 hours per service area (Teen/Pre-Teen, Juvenile Justice, Summer Camp, Out of School = 480 total) at a rate of $150/hour, total cost $72,000.
- 30% of the total cost ($21,600) will be due upon SOW acceptance. Hours incurred beyond the deposit will be billed monthly thereafter with payment due net 15 from receipt of invoice.
- Any additional hours needed above the estimate will require pre-approval by KHA Leadership.

This work effort is expected to take between 10 and 12 weeks to complete from the time we receive the data needed to conduct the analysis.

TERMS AND CONDITIONS

The signatures of the Parties below indicate an understanding in the purpose and content of this document by those signing it. By signing this document, you indicate that you approve of the proposed project scope outlined above and the terms of the "SOW Agreement" as stated in the appendix of this document.

NLP Logix

Name: Ted Willich

Title: Chief Executive Officer

Signature: _____

Date: _____

Kids Hope Alliance

Name: Rodger Belcher

Title: Director of Innovation and Data Systems

Signature: _____

Date: _____

APPENDIX

SOW AGREEMENT

This Statement of Work (SOW) Agreement ("**Agreement**"), dated as of the date on the signature page ("**Effective Date**"), is by and between NLP Logix, LLC, a Florida limited liability company ("**Service Provider**") and the undersigned customer ("**Customer**"). In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. **Services**. Service Provider shall provide to Customer the services ("**Services**") described in a scope of work ("**Scope of Work**") as described in the Statement of Work in the above document.

2. **Fees**. Customer shall pay the assessment fee set forth in the Statement of Work. The Fees are payable pursuant to the payment terms set forth in the Pricing section.

3. **Taxes**. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder.

4. **Limited Warranty and Limitation of Liability**.

A. THE SERVICES AND ALL RESULTS THEREOF ARE PROVIDED AS-IS. WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

B. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

C. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT IN THE YEAR PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

5. **Term and Survival**.

A. This Agreement shall commence as of the Effective Date and shall continue thereafter until the Completion Date, as defined in the SOW ("Term").

B. The rights and obligations of the parties set forth in this Section 5.B and in Section 4 (Limited Warranty and Limitation of Liability), and any right or obligation of the parties in this Agreement which,

by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

6. **Miscellaneous.**

A. **Entire Agreement**. This Agreement, together with any Mutual Non-Disclosure Agreements between the parties dated, and any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

B. **Amendments**. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

C. **Assignment**. Customer shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 6.C shall be null and void. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of service provider's assets without customer's consent. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

D. **Relationship of the Parties**. The relationship between the parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Customer being interested only in the results thereof. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.