



Finance Committee Meeting

October 29, 2020

Participant Management Software Request for Proposals

Item.III.B.

Revised October 26, 2020

Recommended Action: Approve the Release of Participant Management Software Request for Proposals

Strategic Plan Alignment: Administration

JWB staff are seeking approval to release the Participant Management Software Request for Proposals (RFP). The purpose of the solicitation is to provide and implement a commercial off-the-shelf (COTS) cloud-based Participant Management System for JWB and its Grantees to effectively collect, manage, analyze, and report participant, program, and Grantee level data.

JWB is seeking a well-established system that can be utilized by JWB and its Grantees to ensure participants are being served and outcomes are being collected as outlined in the program methodologies, and data can be analyzed to ensure the programs are meeting their stated objectives and other contractual obligations that are specific to each program.

For the past seven years, JWB has used a customized internet subscription software service called Grants Evaluation Management System (GEMS), developed by Mosaic, for Grantee financial and evaluation performance tracking. After much research by JWB staff, it was determined that rather than replace GEMS with one highly customized system it would be better to replace it with two separate COTS systems: a grants management system for the financial side, and a participant management system for the evaluation side. As a result, two separate solutions are being procured. The grants management system was awarded by the Finance Committee on August 18, 2020 and approved by the Board on September 15, 2020 with SHI International Corp. as the awarded vendor. The purpose of this RFP is to select a software solution for the evaluation side.

The timeline for this RFP is as follows:

Date	Activity
11/12/2020	RFP Released
12/03/2020	Optional Pre-Proposal Conference at 1:00 PM, Zoom Webinar
12/04/2020	Deadline for Receipt of Questions by Noon EST
12/09/2020	Written Responses to Questions Released
12/18/2020	Proposal Submission Due Date by Noon EST
01/14/2021	Evaluation Committee Meeting at 1:00 PM, Juvenile Welfare Board, Edmonds Neri Conference Room

02/01/2021, 02/04/2021- 02/05/2021	Demonstrations by Top Proposers, Remotely
02/09/2021	Best and Final Offers Due
02/12/2021	Evaluation Committee Meeting at 2:00 PM, Juvenile Welfare Board, Edmonds Neri Conference Room
02/24/2021	Present Recommendations to the JWB Finance Committee at 10:30 AM, Juvenile Welfare Board, Edmonds Neri Conference Room
03/11/2021	Board Action to Award at 9:00 AM, Juvenile Welfare Board, Edmonds Neri Conference Room
03/12/2021	Announce Intent to Award
04/01/2021	Execute Agreement

The following people make up the Evaluation Committee which will evaluate and score the proposals:

<u>Name</u>	<u>Title</u>
Jennifer Artiaga	Senior Program Consultant, JWB
JoAnn DiLernia	Senior Program Evaluator, JWB
Patrick Pidgeon	Senior Program Evaluator, JWB
Pete Shaw	Software & Data Delivery Manager, JWB
Sherrie Ried	Director of School Aged Services, R'Club Child Care, Inc.

The proposals will be scored using the following criteria and weights in order to select the Top Proposers:

<u>Evaluation Criteria</u>	<u>Weight</u>
Functional Requirements	30%
Technical & Support	25%
Price	20%
Company Background	15%
Professional Services	10%
Total Potential Points	100%

Up to an additional five points are available for Proposers who incorporate JWB's minimum terms and conditions into the Proposed Agreements and take no exceptions to JWB's special terms and conditions and also incorporate them into the Proposed Agreements. While additional or modified terms and conditions may be necessary depending on the responses to the RFP, any exceptions or conflicts must be stated explicitly. Partial points (up to two) are available, if only the minimum terms and conditions are incorporated into the Proposed Agreements.

The Top Proposers may proceed to an additional level of due diligence that will include:

- Follow-up questions and answers with the Proposers;
- Customer References with comparable agencies;
- Software demonstrations to include module/functionality demonstrations; technical demonstrations, service presentation, and other due diligence;
- Negotiations of any exceptions to JWB's minimal terms and conditions.

At the conclusion of these activities, the Top Proposers will be evaluated on all information collected to date using the following criteria and weights:

<u>Evaluation Criteria</u>	<u>Weight</u>
Functional Requirements	42%
Technical & Support	23%
Price	15%
Professional Services	10%
General Vendor Requirements	10%
Total Potential Points	100%

Again, up to an additional five points are available for Proposers who incorporate JWB’s minimum terms and conditions into the Proposed Agreements and take no exceptions to JWB’s special terms and conditions and also incorporate them into the Proposed Agreements. While additional or modified terms and conditions may be necessary depending on the responses to the RFP, any exceptions or conflicts must be stated explicitly. Partial points (up to two) are available, if only the minimum terms and conditions are incorporated into the Proposed Agreements.

Proposers may also be asked for a Best and Final Offer post-demonstration; however, JWB reserves the right to award a contract without a Best and Final Offer request.

The Evaluation Committee’s recommendation will be presented to the Finance Committee and the Board for approval and award.

It is anticipated that one award will be made. It is anticipated that the agreement will remain valid for a period of five years (“Initial Term”) with an option of additional successive one-year terms (“Renewals”) from the date of issuance unless terminated earlier in accordance with the agreement terms.

The draft RFP is attached for review and discussion.

Attachments: Draft Participant Management Software RFP

Staff Resource: Judith Warren
Laura Krueger Brock
Diana Carro
Nikitra King



Juvenile Welfare Board

Investing in children. Strengthening our community.

REQUEST FOR PROPOSALS

for

Participant Management Software

PRE-PROPOSAL CONFERENCE (attendance is optional)

December 3, 2020

1:00 PM, Zoom Webinar

SUBMISSION DUE DATE AND TIME

December 18, 2020, Noon EST

DELIVERY OF PROPOSALS

Written Proposals must be submitted via email to RFP@jwbpinellas.org

Juvenile Welfare Board of Pinellas County
14155 58th Street North, Suite 100
Clearwater, FL 33760
(727) 453-5600

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Attached Documents

Attachment 4 – Participant Management Technical and Support Requirements.xlsx

Attachment 5 – Participant Management Functional Requirements.xlsx

Attachment 6 – Pricing Forms.xlsx

Sample Documents

- Data Quality Manual
- JWB Sample Client Milestone Report
- JWB Sample Data Export Report
- JWB Sample Demographic Report
- JWB Sample Household Report
- JWB Sample Migration Fields
- JWB Sample Percent of Days Attended Report
- JWB Sample Program Performance Measurement Profile Report
- JWB Sample Roster Grid Export Report
- JWB Sample Roster Services Monthly Details Report
- JWB Sample Survey Data Export Report
- JWB Sample Target Report

1.0 INSTRUCTIONS

1.1 JUVENILE WELFARE BOARD OF PINELLAS COUNTY

The Juvenile Welfare Board of Pinellas County (JWB) was established in 1946 as the nation's first countywide agency investing dedicated property tax revenues to better the lives of children and families. JWB was created by a Special Act and is an Independent Special District pursuant to F.S. Ch. 189. Guided by its mission, JWB invests in partnerships, innovation, and advocacy to strengthen Pinellas County children and families. JWB's collective initiatives and partnership efforts also strengthen neighborhoods, communities, and schools, making Pinellas County a better place for everyone to live.

JWB strategically invests in six key result areas designed to improve the lives of Pinellas children and families: Early Childhood Development, School Readiness, School Success, Prevention of Child Abuse and Neglect, Strengthening Community, and Organizational Capacity. The decision to build supports, allocate resources, and establish partnerships is further guided by a set of principles that include a commitment to quality, prioritizing early intervention and prevention resources for the most vulnerable children, investing in promising practices, maintaining public accountability, and continued flexibility in responding to emerging issues that impact Pinellas children, especially across JWB's six key result areas.

1.2 SCHEDULE OF ACTIVITIES (DATES SUBJECT TO CHANGE)

Revised dates will be published on JWB's website. Please check JWB's website regularly for any revisions to the schedule. Should JWB change any date below after Proposals are received, JWB will also email the adjusted schedule to any entity making a Proposal.

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12/09/2020	Written Responses to Questions Released
12/18/2020	Proposal Submission Due Date by Noon EST
01/14/2021	Evaluation Committee Meeting at 1:00 PM, Juvenile Welfare Board, Edmonds Neri Conference Room
02/01/2021, 02/04/2021- 02/05/2021 ¹	Demonstrations by Top Proposers, Remotely
02/09/2021	Best and Final Offers Due*
02/12/2021	Evaluation Committee Meeting at 2:00 PM, Juvenile Welfare Board, Edmonds Neri Conference Room
02/24/2021	Present Recommendations to the JWB Finance Committee at 10:30 AM, Juvenile Welfare Board, Edmonds Neri Conference Room
03/11/2021	Board Action to Award at 9:00 AM, Juvenile Welfare Board, Edmonds Neri Conference Room
03/12/2021	Announce Intent to Award
04/01/2021	Execute Agreement

¹ JWB has scheduled three dates for demonstrations and is requesting Proposers to be

available on these dates.

**JWB reserves the right to award a contract without a Best and Final Offer.*

1.3 COMMUNICATION WITH JWB

All Proposer communication concerning this Request for Proposals (RFP) must be directed to the Budget and Business Services Division. The point of contact is:

Juvenile Welfare Board of Pinellas County
Attn: Nikitra King, Sr. Contract Manager and Purchasing Agent
14155 58TH Street North, Suite 100
Clearwater, FL 33760
rfp@jwbpinellas.org
727-453-5656

1.4 DEMANDSTAR

This RFP and the attached documents may be requested from JWB's website at jwbpinellas.org. Additionally, JWB is using DemandStar to assist with distribution and communication of this RFP and any addenda. Copies of this RFP, attached documents, and any addenda may be obtained from DemandStar at www.demandstar.com.

Proposer's who obtain copies of this RFP from sources other than DemandStar risk the potential of not receiving addenda, since their names will not be included on the list of vendors interested in this RFP.

1.5 PRE-PROPOSAL CONFERENCE

An optional Pre-Proposal conference will be held as a virtual public meeting at 1:00 PM EST on December 3, 2020. The virtual public meeting will be held as a Zoom Webinar. The instructions on how to access the Zoom Webinar can be found on the Public Notices page, <https://www.jwbpinellas.org/public-notices/>, Participant Management Software (RFP).

All interested parties are urged to attend. The purpose of the Pre-Proposal conference is to allow potential Proposers an opportunity to present questions to staff and obtain clarification of the RFP requirements. Oral statements, oral responses to questions, or oral instructions will not constitute an amendment to this RFP. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the Proposal. If this occurs, a written addendum will be emailed to all who requested a copy of this solicitation and posted on the JWB website. For official written question responses or if you are unable to attend, please see instructions in Section 1.6.

1.6 WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

All questions pertaining to the terms and conditions or scope of work of this RFP must be submitted in writing to rfp@jwbpinellas.org.

The deadline for questions is December 4, 2020, by Noon EST. Please use email subject line "Participant Management Software RFP Question". Beyond that date and time, questions will not be answered.

Written questions and responses will become public record and will be made available via the website (www.jwbpinellas.org) on the date identified in section 1.2. Responses to questions may be handled as an addendum if the response provides clarification to requirements of the RFP. If this occurs, a written addendum will be posted on the same website, www.jwbpinellas.org.

1.7 ADA REQUIREMENT FOR PUBLIC MEETINGS

Persons with disabilities requiring reasonable accommodation to participate in public meetings must submit a request to Joan Chamo via email at: jchamo@jwbpinellas.org or by phone 727-453-5600, at least 48 hours prior to the meeting.

1.8 ADDENDA ACKNOWLEDGEMENT

Before submitting your Proposal check the website, www.jwbpinellas.org, to download any addenda that may have been issued. Receipt and acceptance of an addendum, if applicable, is to be acknowledged by signing and returning the document with the Proposal.

1.9 REQUIREMENTS FOR SIGNING PROPOSAL

The Proposal Signature Form must be completed. This form must be signed in blue ink by an authorized representative of the firm as defined below:

If an individual or sole proprietorship, the owner may sign.

If a partnership, a general partner may sign.

If a limited liability company, a “member” may sign or “manager” may sign if so specified by the articles of organization.

If a corporation (for profit or not-for-profit), the CEO, President, or Vice-President may sign.

If another individual is granted authority to sign for one of the types of entities above, and for all other types of entities, authority to sign must be granted by an official document from the entity authorizing him/her to sign and must be submitted with the Proposal.

1.10 EXPENSES INCURRED IN PREPARING PROPOSAL

JWB accepts no responsibility for any expense incurred by the Proposer in the preparation and presentation of a Proposal. Such expenses shall be borne exclusively by the Proposer.

1.11 PROPOSAL SUBMISSION

All Proposals signed by the appropriate principal of the firm, using the required format provided herein, must be received by email at rfp@jwbpinellas.org on or before the due date/time identified in section 1.2 to be considered. **Late submissions will not be considered.**

Submission emails must include “Participant Management Software RFP – [Proposer’s Name]” in the subject line, where [Proposer’s Name] represents the Proposer’s organization’s name.

The maximum email size JWB can receive is 10MB. If the submission email, including any attachments, is greater than 10MB, please send multiple separate emails which are less than the 10MB maximum.

It is the responsibility of the Proposer to ensure that the Proposal is received by JWB on time at the right location. JWB will reply to confirm receipt of all Proposals. Proposers who do not receive an email confirmation receipt should contact Nikitra King, Sr. Contract Manager and Purchasing Agent, at 727-453-5656 to verify email receipt. Proposers are encouraged to respond early. JWB is not responsible if technical difficulties are encountered during the submission process on submission due date. The following documents must be emailed to JWB as attachments with the naming and electronic file formats shown below:

1. Participant Management Software RFP – Proposal [Proposer’s Name].pdf
2. Participant Management Software RFP – Technical and Support Requirements [Proposer’s Name].xlsx
3. Participant Management Software RFP – Functional Requirements [Proposer’s Name].xlsx
4. Participant Management Software RFP – Pricing Forms [Proposer’s Name].xlsx

The Proposal must be assembled in the following order. Make sure to number each page, including attachments. All Proposers must be typed single-spaced using 12-point font.

Proposals must be assembled as listed below:

1. Signed Addenda, if issued
2. Form 1 – Proposal Signature Form (signed)
3. Narrative Response
 - attach resumes of all Vendor staff that will be assigned to the project
 - if applicable, attach audited financial information for the past two (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows or information detailing the company’s stability including a Dunn & Bradstreet report (D&B)
 - attach Statement of Work
4. Form 2 – Customer References
5. Form 3- Non-Collusion Affidavit (signed and notarized)
6. Form 4 – Minimum Terms & Conditions Compliance (signed)
7. Form 5 – Special Terms & Conditions Compliance Checklist
8. Proposed Agreements
 - attach a copy of all warranties associated with the proposed solution.
 - attach all applicable contracts, with JWB’s minimum terms and conditions incorporated, including:
 - a. SaaS License
 - b. Professional Services Agreement
 - c. Service Level Agreement (“SLA”) identifying Proposer’s: (a) response and resolution times to a Severity Level One Incident, Severity Level Two Incident, and Severity Level Three Incident as defined in the Special Terms and Conditions; (b) shortened (minimum 50% shorter) response and resolution times for the foregoing if an incident occurs during the month of October (“Critical Period”); and (c) service level credits for failure to adhere to the foregoing and the Availability requirement as defined in the Special Terms and Conditions.
9. Form 6 - IRS W-9

1.12 RIGHTS OF JUVENILE WELFARE BOARD IN REQUEST FOR PROPOSAL PROCESS

In addition to all other rights of JWB under Florida law, JWB specifically reserves the following:

- a) the right to rank Proposals and negotiate with the most qualified Proposer.
- b) the right to select the Proposal that it believes will serve the best interest of JWB.
- c) the right to cancel the entire Request for Proposal.
- d) the right to reject any Proposal as nonresponsive and disqualify without scoring if it contains substantive exceptions to the terms and conditions of the RFP that cannot be rectified without affecting the price, quality, delivery, or performance of the services being procured.
- e) the right to waive any informalities or non-material irregularities of a Proposal.
- f) the right to request any necessary clarifications or Proposal data, provided that information requested does not change the price, quality, quantity, delivery, or performance time of the services/goods being procured.
- g) the right to require the Proposer to perform the services required on the basis of the original Proposals without negotiation.

1.13 EVALUATION

Responses to this RFP will be evaluated and ranked by a team of JWB staff and JWB funded-agency staff. JWB will use the following process to make a recommendation to the Board for award:

Round 1 Minimum Criteria: The following minimum criteria must be met for a Proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the Proposer’s response from further consideration:

- 1. The Proposal is received by the due date and time;
- 2. The Proposal Signature Form is signed by an authorized company officer.

Round 2 Evaluation: For those Proposer’s whose Proposals pass the minimum criteria, the following criteria, with the points shown for each, will be used to further evaluate and score the Proposals:

<u>Evaluation Criteria</u>	<u>Weight</u>
Functional Requirements	30%
Technical & Support	25%
Price	20%
Company Background	15%
Professional Services	10%
Total Potential Points	100%

Up to an additional 5 points are available for Proposers who incorporate JWB’s minimum terms and conditions into the Proposed Agreements and takes no exceptions to JWB’s special terms and conditions and also incorporates them into the Proposed Agreements. While additional or modified terms and conditions may be necessary depending on the responses to the RFP, any exceptions or conflicts must be stated explicitly. Partial points (up to 2) are

available, if only the minimum terms and conditions are incorporated into the Proposed Agreements.

Round 3 Evaluation: The Top Proposers in the Round 2 Evaluation may proceed to an additional level of due diligence that will include:

- Follow-up questions and answers with the Proposers;
- Customer References with comparable agencies;
- Software demonstrations to include module/functionality demonstrations; technical demonstrations, service presentation, and other due diligence;
- Negotiations of any exceptions to JWB’s special terms and conditions.

At the conclusion of the round three activities, the Top Proposers will be evaluated on all information collected to date against the following criteria with the total possible points shown for each:

<u>Evaluation Criteria</u>	<u>Weight</u>
Functional Requirements	42%
Technical & Support	23%
Price	15%
Company Background	10%
Professional Services	10%
Total Potential Points	100%

Up to an additional 5 points are available for Proposers who incorporate JWB’s minimum terms and conditions into the Proposed Agreements and takes no exceptions to JWB’s special terms and conditions and also incorporates them into the Proposed Agreements. While additional or modified terms and conditions may be necessary depending on the responses to the RFP, any exceptions or conflicts must be stated explicitly. Partial points (up to 2) are available, if only the minimum terms and conditions are incorporated into the Proposed Agreements.

Proposers may be asked for a Best and Final Offer post-demonstration. JWB reserves the right to award a contract without a Best and Final Offer request.

The Evaluation Committee’s recommendation will be presented to the Finance Committee and the Board for approval and award.

1.14 AWARD AND AGREEMENT

It is anticipated that one award will be made. JWB shall publicly post the formal award on JWB’s website no less than three full business days after the decision to award the agreement to the Proposer is made. All Proposers will be sent an email with the notice of award to the email address provided in the Proposal.

The award document will be a written agreement, incorporating, by reference, all the requirements, terms, and conditions of this RFP and the successful Proposal as negotiated. It is anticipated that the agreement will remain valid for a period of five years (“Initial Term”) with an option of additional successive one-year terms (“Renewals”) from date of issuance unless terminated earlier in accordance with the agreement terms.

1.15 TAX EXEMPT STATUS

JWB is exempt from paying sales taxes. JWB’s State Taxpayers Certificate of Exemption Number is 85-8012646116C-8. JWB is exempt from federal excise tax. All prices should be quoted FOB Clearwater, FL.

1.16 PROPOSAL OFFER ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, JWB requires an offer in response to a Proposal to remain valid and irrevocable for 120 days after the Proposal opening time and date.

1.17 PUBLIC RECORDS

In accordance with Section 119.071(1)(b), F.S., all Proposals submitted shall become public record after thirty (30) days from opening, or earlier if JWB provides notice of an intended decision before the thirty (30) days expires. If JWB rejects all Proposals and concurrently provides notice of its intent to reissue the RFP, the rejected Proposals remain exempt from the public records requirement until such time that JWB provides notice of an intended decision concerning the reissued RFP or until JWB withdraws the reissued RFP. A Proposal is not exempt from public record disclosure for longer than twelve (12) months after the initial JWB notice rejecting all Proposals. Information that is confidential and/or exempt from public record disclosure will not be produced provided that it is legally required that it not be produced or a specific exemption from disclosure exists as determined solely by JWB. If you believe you are submitting anything that is confidential and/or exempt from disclosure you must clearly mark it as set forth in the instructions in Section 1.18 below. However, the determination of whether something is confidential and/or exempt from disclosure remains in JWB’s sole discretion.

1.18 TRADE SECRET AND CONFIDENTIAL MATERIALS

All Proposals submitted become public records as set forth above. Unless a specific exemption exists from disclosure, all documents submitted will be released in response to a public records request. If the Proposal includes material which is deemed a trade secret, as defined by Section 812.081, F.S., the following statement should be included in the Proposal “Trade Secrets as defined by Section 812.081, F.S. are contained in this Proposal and shall not be used or disclosed by JWB except for JWB’s purpose of evaluating this Proposal.” However, if a contract is awarded as a result of this Proposal, JWB shall have the right to use the information designated as trade secrets to the extent subsequently agreed upon in writing between the Proposer and JWB. This does not limit JWB’s right to use or disclose the information if the same information is obtained from another source. In addition, each and every page that contains information that the Proposer contends contains information that is a Trade Secret as defined by Section 812.081, F.S., must be clearly marked and cite the specific statute language that applies to/justifies the legal exclusion, as such by the Proposer prior to submission to JWB.

In addition, if a Proposer believes that a Proposal contains any information that is confidential and/or exempt from the disclosure requirements of Chapter 119, F.S., each page containing such information must be clearly marked as such by the Proposer prior to submission along with a citation to a statutory exemption or other law prohibiting the disclosure of the marked information.

Notwithstanding anything to the contrary, nothing contained in the Proposal shall be deemed or interpreted to restrict or prevent JWB from complying with the disclosure requirements of Chapter 119, F.S., when material or information is incorrectly, as determined solely within JWB's discretion, identified as confidential and/or exempt from disclosure as a Trade Secret, other statutory exemption or otherwise by the Proposer.

Proposers are strongly discouraged from submitting any information that the Proposer feels is confidential and/or exempt from public records disclosure such as information that is a Trade Secret per 812.081 as JWB will comply with the public records law and will make the determination within its sole discretion as to whether information submitted by a Proposer that a Proposer claims is exempt from disclosure is in fact, exempt from disclosure. By submitting this Proposal, the Proposer submits all information at its own risk and covenants not to sue JWB and waives any claim against JWB in connection with or as a result of any disclosures by JWB of any information contained in the Proposal. By submitting the Proposal, the Proposer agrees that JWB may use and disclose all information submitted for any purpose JWB sees fit and that it is within JWB's sole discretion to determine if any information submitted is confidential and/or exempt from disclosure.

1.19 PUBLIC ENTITY CRIMES

The Proposer, by submitting a Proposal, attests they have not been placed on the convicted vendor list.

Per Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

1.20 CERTIFICATION OF ELIGIBILITY TO SUBMIT BID/PROPOSAL

The Proposer, by submitting Proposal, attests they are eligible to contract with JWB.

In compliance with F.S. 287.135(a), a firm is ineligible to and may not enter into a contract with JWB if the firm is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or, is engaged in a boycott of Israel. In compliance with F.S. 287.135(b), for contracts of \$1 million or more, a firm is ineligible to and may not enter into a contract with JWB if the firm is (1) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to s. 215.473 or, (2) is engaged in business operations in Cuba or Syria. By entering into this Agreement, you are certifying that you are eligible to contract with JWB and are not participating in a boycott of Israel, are not on the Scrutinized Companies with Activities in Sudan List, are not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that you do not have business operations in Cuba or Syria. In addition, this Agreement may be terminated if firm (1) has found to have submitted a false certification, (2)

has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, (3) 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; or, (4) has been engaged in business operations in Cuba or Syria.

1.21 CONFLICT OF INTEREST

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Proposer further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions.

The Proposer shall promptly notify the JWB point of contact, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Proposer's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of JWB as to whether the association, interest or circumstance would, in the opinion of JWB, constitute a conflict of interest if entered into by the Proposer. JWB agrees to notify the Proposer of its opinion, within thirty days of receipt of notification by the Proposer.

1.22 PROTEST PROCEDURE

Bid/Proposal Protests. Any actual or prospective bidder or Proposer, who is allegedly aggrieved in connection with the issuance of a bid or Proposal package or pending award of a contract, may protest the decision by following the procedure below.

Posting. JWB shall publicly post the award on JWB's website within three full business days after the JWB Board award decision has been made. All bidders or Proposer will be sent an email with the notice of award to the email address provided in the bid or Proposal.

Requirements to Protest.

a) A formal written protest must be filed no later than 5:00 PM, on the fifth business day after the notice of award has been posted. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, applicable section(s) of the solicitation or Board policy, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by Proposal of such authorities to such grounds.

b) A formal written protest is considered filed when the JWB Chief Executive Officer receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the actual or prospective Proposer.

Sole Remedy. These procedures shall be the sole remedy for challenging an award of bid or Proposal. Bidders or Proposers are prohibited from attempts to influence, persuade, or promote a protest through any other channels or means.

Authority to Resolve. The Chief Executive Officer shall resolve the protest in accordance with the terms of the bid or Proposal and shall render a written decision to the protesting party no later than 5:00 PM on the fifth business day after the filing thereof.

Review of Chief Executive Officer's Decision.

- a) The protesting party may request a review of the Chief Executive Officer's decision by the Board by delivering a written request for review of the decision to the Chief Executive Officer by 5:00 PM on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the Proposer deems relevant to the issues raised in the request for review.
- b) The Board will consider the request for review at the next regularly scheduled Board meeting after the request is received. It is within the Board's discretion whether to allow testimony or argument from the protesting party at the Board meeting. If it is determined by majority vote of Board members present at the meeting that the award is in violation of law or the regulations and internal procedures of the Budget and Business Services Division or any another applicable authority, the Board shall cancel or revise the award as deemed appropriate within three business days after the Board meeting.
- c) If it is determined by majority vote of Board members present at the meeting that the award should be upheld, the Board shall direct staff to notify the protesting party in writing of the Board decision with a copy furnished to all substantially affected persons or businesses within three business days of the Board meeting. The decision shall be final and conclusive as to JWB.

Stay of Procurement during Protests. The decision to stay a procurement during protests shall be at the sole discretion of the Chief Executive Officer.

2.0 SCOPE OF WORK

2.1 OBJECTIVE

The Juvenile Welfare Board of Pinellas County (JWB) is seeking proposals from qualified software vendors to provide and implement a cloud-based Participant Management System. This solution must provide JWB and its Grantees the capability to effectively collect, manage, analyze, and report participant, program, and Grantee level data. This includes general demographic, services, attendance, and outcome data on the participant level and some services at the program level.

JWB is seeking a well-established system that can be utilized by JWB and its Grantees to ensure participants are being served and outcomes are being collected as outlined in the program methodologies, and data can be analyzed to ensure the programs are meeting their stated objectives and other contractual obligations that are specific to each program.

The system must be a web-based commercial off-the-shelf (COTS) system that is hosted and maintained by the vendor and is easily configurable with little to no custom code required.

2.2 DEFINITIONS

Assessment: Common methods, tools, or questions that are specifically designed to monitor a participant's progress and to guide and improve programming. It is clearly reflective of their intended purpose and target population. Assessments should be valid and reliable evidence-based instruments. Exceptions to this can be made when appropriate.

Grantee: 501(c)3 organization, governmental entity, or institute for higher learning that utilizes funding from JWB to deliver services to participants.

Grantee Training Resources: Resources that are available to Grantees which provide instructions on access, data entry and reporting.

Household: A household includes all the people who occupy a housing unit.

JWB Data Warehouse: A central database repository, populated from multiple sources for the purposes of integration, reporting, and analysis.

JWB Fiscal Year: October 1 – September 30.

Outcome: Measures a program's results and determines whether the intended outcomes were achieved.

Participants: A participant is a recipient of program services in a JWB funded program who resides in Pinellas County and to whom one of the following applies:

- a. the participant is under the age of 18 or,
- b. the participant is eighteen or older and receives services in a JWB funded school-based program, or
- c. the participant is eighteen or older and is the parent or guardian of a child under the age of eighteen or,

d. regardless of age, the participant is an expectant parent.

Program: A service or group of services delivered to children and/or families with a set of outputs and outcomes to determine the volume and effectiveness of services.

Service: A program-specific predefined activity that can be selected at either the individual level or the program level.

Site: The site reflects where the participant currently receives services within a program.

Subprogram: A program delivered by an agency contracted by a Grantee that aligns with the Grantee's respective contract.

Survey: Program-specific questions that can be setup on the individual or program-wide level. A survey can contain multiple questions and can be Pre- and Post-Test data or multiple survey administration points.

System Documentation: Resources that are available to JWB staff to administer, set-up and support the system.

User: Person who has a log-in account to the vendor's software.

2.3 **BACKGROUND AND CURRENT ENVIRONMENT**

JWB is a high-performing, data-driven organization established by a Special Act of the Florida Legislature to strengthen the lives of children and families in Pinellas County. As a countywide special taxing district, JWB responsibly directs dedicated property tax revenue to Grantees by establishing performance measurements to evaluate and improve the effectiveness of the services delivered to participants by the Grantees.

For the last seven (7) years, JWB has utilized Mosaic's GEMS system for Grantee financial and evaluation performance tracking. JWB determined that rather than replace GEMS with one highly customized system that it could be replaced with two separate COTS systems: a grants management system for the financial side, and a participant management system for the evaluation side. In October, 2020, selected StreamLink Software, DBA Amplifund for its grants management system. The purpose of this RFP is to select a software solution for the evaluation side. *Exhibit A: JWB details....at JWB.*

The current environment is as follows:

Grantees	40
Programs	65
Sites within programs where participants are served	205
Sites within programs where attendance data is collected	145

Number of sites within programs where services with just start and end dates are collected	70
Number of unique site addresses where participants are served (<i>note: participants that are served at the same physical address but are in different programs must NOT be seen in the system by the other program or counted in program reports</i>)	150
Number of unique site addresses where participants are served and where attendance data is collected	118
Number of unique site addresses where participants are served and where service with just start and end dates are collected (no attendance)	60
JWB users	20
Grantee users	125
Total Individual Participants (since January, 2013)	93,950
Total Participants Served in FY19	30,637

2.4 **SCOPE OF WORK**

Vendors are required to propose a cloud-based Participant Management software solution including in-scope software modules, technical specifications, maintenance and support, and professional services to support the successful implementation of the Participant Management software.

- 1. Software Solution and Maintenance and Support.** The functional requirements for the software solution are provided in the attached Excel workbook named *Attachment 5 - Participant Management Functional Requirements.xlsx*. The Participant Management software must support the following functions:

Administration	Grantee/Program System Setup	Train-the-Trainer training for JWB staff to train the grantees post go-live, to include all Grantee Training Resources	Demographics
Attendance	Services	Outcomes	Reporting Dashboard (canned and custom)

The administrative functionality and maintenance and support requirements for this RFP are provided in the attached Excel workbook named *Attachment 4 - Participant Management Technical and Support Requirements.xlsx*. The proposed solution will include HIPAA related data and therefore must comply with all security regulations.

- 2. Professional Services.** The following (“Services”) must be provided related to the implementation of the Participant Management solution. JWB requires these services to be delivered remotely.

Implementation- Configuration and set-up of a	Data Migration – Vendor must perform a one-time import of demographic data of active participants from
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complete functional system meeting JWB’s requirements	JWB’s legacy system prior to go live date. This does not include historic services and/or outcome data. (See Sample Migration Field Report for fields that will need to be migrated.) JWB has a dedicated Database Administrator and full access to the legacy system in order to pull the data in any format required.
Administration and Report Training to JWB staff, to include System Documentation (during implementation)	

2.5 ANTICIPATED PROJECT TIMEFRAME

JWBs fiscal year ends on 9/30/2021. Grantees will continue to enter prior year participant information into the current system until 10/15/2021 in order to finish the year. Prior year participant data will need to be migrated to the new system before “go live” on 11/1/2021. Vendors are required to submit a project timeline for implementation and the estimated dates and milestones for implementation are subject to review with the selected vendor.

2.6 MINIMUM TERMS AND CONDITIONS

The contractual terms and conditions provided in Attachment 1 must be included in any contract with the vendor selected by JWB. Proposer is advised that exceptions to any of the special terms contained in Attachment 2 must be identified in its response to the RFP. Absence of Proposer’s exceptions to the special contractual terms or any portion thereof shall be deemed an acceptance of the same to with Proposer shall not object to including in the Agreement. Proposer’s desire to take exception to a non-negotiable term will not disqualify it from consideration for award. Exceptions may be considered in the selection process, and may be included in the final contract between JWB and the Proposer.

2.7 INSURANCE

The Proposer must provide a certificate of insurance in accordance with the insurance requirements listed in Attachment 1 – Minimum Terms and Conditions prior to entering into a formal contract. Failure to provide the required insurance within a ten (10) day period following the award may result in JWB vacating the original determination or recommendation and proceeding with recommendation to the second responsive, responsible Proposal.

3.0 PROPOSAL REQUIREMENTS

This section includes the following forms which must be submitted in the Proposal in the order and as directed in section 1.11, Proposal Submission, of this RFP. *Attachment 4 – Participant Management Technical and Support Requirements.xlsx*, *Attachment 5 – Participant Management Functional Requirements.xlsx*, and *Attachment 6 – Pricing Forms.xlsx* are provided as separate documents from this RFP document.

3.1 **FORM 1 – PROPOSAL SIGNATURE FORM**

3.2 **NARRATIVE RESPONSE**

Answer the questions below following the provided format, using 8 1/2” x 11” white paper, typed single-spaced 12-point font, 1/2-inch margins. Please restate each question and make sure each question is answered separately even if questions appear repetitious. All pages should be appropriately numbered and identified by the complete company name in the header and/or footer.

A. Section 1 - Executive Summary

The Executive Summary must be limited to a brief narrative, not to exceed one (1) page, describing the Vendor implementing the software, the Participant Management Software, and the proposed Services. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

B. Section 2 – Functional Requirements

Proposers must complete and submit in the original, unaltered format the system requirements form that is provided in *Attachment 5 – Participant Management Functional Requirements.xlsx*.

C. Section 3 - Technical and Support Requirements

Proposers must complete and submit in the original, unaltered format the system requirements form that is provided in *Attachment 4 –Participant Management Technical and Support Requirements.xlsx*.

D. Section 4 – Professional Services

Implementation Plan:

1. Provide an implementation plan in narrative format supported by an activity-level project plan. It is expected that the Vendor will lead the efforts in each unless stated otherwise. Please clearly state the assumptions for the estimated length of the implementation plan.
2. Describe the project management and communication tools that will be used to support the implementation and the frequency of regularly scheduled meetings.
3. What is the recommended process for initially adding all Grantees and program information and setting up and assigning users? What System Documentation will be provided to support this process?
4. Being that each program will have a custom configuration of services and outcomes, what is JWBs role in setting this up? What System Documentation will be provided to support this process? How will JWB staff be trained?
5. What is the process for preparing JWB for the Train-the-Trainer model prior to the “go live” date, in order for JWB to effectively train users in the system?
6. Describe the approach towards change orders requested by JWB?
7. How are issues identified during implementation documented, prioritized and resolved?

Project Staff Assignments:

1. Describe the roles of all staff that will be assigned to this project (e.g., number of staff, position title, level/skills of staff and number of implementations with the recommended product).
2. Provide resumes for all professional staff that will be assigned to the project.
3. How will delays in the project plan be handled?

Testing:

1. Describe your recommended approach to the following types of testing and resolution that are anticipated to be performed and the type of assistance the Vendor will provide to JWB to support such testing:
 - System testing
 - User acceptance testing (UAT)

Statement of Work:

Attach a separate proposed Statement of Work (Proposer's Statement of Work) that enumerates and defines the work/services that Proposer will provide to JWB to complete the Services in this RFP, including each task, deliverable, milestone, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable. The Proposer's Statement of Work shall be in a form that can be incorporated into the resulting Agreement as an Exhibit at JWB's option.

E. Section 5 - Company Background

Proposers must provide the following background information of the companies involved with this project so that JWB can evaluate the company's stability and ability to support the commitments set forth in response to the RFP:

1. The company's background including a brief description such as length of time in business, present status, future plans, and company size.
2. Provide the number of implementations the implementing company has completed for the software that is being recommended over the last 24 months. How many unique nonprofit or governmental organizations are actively using the proposed software?
3. Attach audited financial information for the past two (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows or information detailing the company's stability including a Dunn & Bradstreet report (D&B).

F. Section 6 - Pricing

Proposers must complete and submit in the original, unaltered format the pricing forms that are provided in *Attachment 6 – Pricing Forms.xlsx*.

JWB will not consider time and materials pricing. Proposers must provide firm and fixed pricing, **including travel and lodging expenses**, if applicable.

Further, in this section, Proposer must also:

Explain all factors that could affect subscription fees, including any assumptions used for increases/decreases;

1. Confirm the type of license that is offered for each price (named user, etc.);
2. Indicate which product versions, platform(s), service levels are included for each price;

3. Describe any services that are included in the license fees, at no additional cost.
4. Provide a Payment Schedule that is aligned with the proposed Milestones as defined in the Proposer's Statement of Work and JWB's Payment Terms as defined in Attachment 1 – Minimum Terms and Conditions

3.3 FORM 2 – CUSTOMER REFERENCES

Provide at least three references of customers that are similar in size and complexity to JWB using Form 2.

3.4 FORM 3 – NON-COLLUSION AFFIDAVIT

3.5 FORM 4 – MINIMUM TERMS & CONDITIONS COMPLIANCE

Proposers must complete and submit in the original, unaltered format the Minimum Terms & Conditions Compliance form, provided as Form 4.

3.6 FORM 5 – SPECIAL TERMS & CONDITIONS COMPLIANCE CHECKLIST

3.7 PROPOSED AGREEMENTS

Proposer must:

1. Attach a copy of all warranties associated with the proposed solution.
2. Attach all applicable contracts, with JWB's minimum terms and conditions incorporated, including:
 - SaaS License
 - Professional Services Agreement
 - Service Level Agreement (“SLA”) identifying Proposer's: (a) response and resolution times to a Severity Level One Incident, Severity Level Two Incident, and Severity Level Three Incident as defined in the Special Terms and Conditions; (b) shortened (minimum 50% shorter) response and resolution times for the foregoing if an incident occurs during the month of October (“Critical Period”); and (c) service level credits for failure to adhere to the foregoing and the Availability requirement as defined in the Special Terms and Conditions.

3.8 FORM 6 – IRS W-9

FORM 2-CUSTOMER REFERENCES

Company Name: _____

Provide at least three references of clients that are similar in size and complexity to JWB. In addition, JWB requests a listing of all public sector clients. All references will be contacted by a JWB designee via email or phone to obtain answers to questions, as applicable before an evaluation decision is made.

Reference 1:

Organization's Name	
Project Description	
Date Completed Project	
City, State	
Contact Person	
Contact Title	
Contact Phone	
Contact Email	

Reference 2:

Organization's Name	
Project Description	
Date Completed Project	
City, State	
Contact Person	
Contact Title	
Contact Phone	
Contact Email	

Reference 3:

Organization's Name	
Project Description	
Date Completed Project	
City, State	
Contact Person	
Contact Title	
Contact Phone	
Contact Email	

Reference 4:

Organization's Name	
Project Description	
Date Completed Project	
City, State	
Contact Person	
Contact Title	
Contact Phone	
Contact Email	

Reference 5:

Organization's Name	
Project Description	
Date Completed Project	
City, State	
Contact Person	
Contact Title	
Contact Phone	
Contact Email	

FORM 3 – NON-COLLUSION AFFIDAVIT

This Affidavit set forth below must be executed on behalf of the Proposer and furnished with every Proposal.

_____(Name)_____, being dully sworn, deposes he/she is the _____(Title)_____ of _____(Company)_____, a Proposer that has submitted to JWB a Proposal for a/an _____(Good/Service)_____, as fully set forth in said Proposal and that, except as specified below, the aforementioned Proposer constitutes the only person, firm, or corporation having any interest in said Proposal or in any contract, benefit, or profit which may, might or could accrue as a result of said Proposal, said exceptions being as follows:

_____(If no exceptions, please state)_____.

Proposer further states that said Proposal is, in all respects, fair and is submitted without collusion or fraud; and that no member of JWB is directly or indirectly interested in said Proposal.

Proposer certifies that to the best of their knowledge and belief: 1) the prices in the Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other competitor; and 2) no attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the below named State and City this _____(Day)_____ day of _____(Month)_____, _____(Year)_____.

(Notary Public)

City

State

FORM 4 – MINIMUM TERMS & CONDITIONS COMPLIANCE CHECKLIST

Proposers must accept all of the following minimum terms and conditions. Additionally, JWB objects to and shall not be bound by any additional or modified terms and conditions that are in conflict with the non-negotiable minimum terms and conditions listed in Attachment 1.

#	Title
1	Scope of Agreement
2	Incorporation by Reference
3	Project Schedule and Acceptance
4	Pricing
5	Right to Withhold Payment
6	Change Orders
7	Term and Termination
8	Non-Performance Escalation Procedures
9	Warranty
10	Intellectual Property
11	Indemnification
12	Indemnification Procedures
13	Insurance
14	Confidential Information
15	Conflict of Interest
16	Compliance with all applicable laws
17	Entire Agreement Clause
18	Applicable and Governing Law Clause
19	Waiver of Jury Trial
20	Notices Clause
21	Force Majeure Clause
22	Force Majeure Requisites
23	120 Day Maximum
24	Right of Cancellation
25	Assignments and Subcontracts
26	Changes in Agreement
27	Survival Clause
28	Vendor as Independent Contractor
29	Approval and Replacement of Personnel
30	Advertisement
31	Public Records
32	Public Entity Crimes
33	Certification that Vendor is legally able to contract with JWB
34	Compliance with Fla. Stat. § 448.095

The undersigned, as authorized Proposal responder, declares that all minimum terms and conditions are accepted.

SIGNATURE: _____ **DATE:** _____

PRINT NAME/TITLE: _____

FORM 5 – SPECIAL TERMS & CONDITIONS COMPLIANCE CHECKLIST

In addition to being subject to the minimum terms and conditions in this RFP, Proposers are subject to these special terms and conditions. Additional or modified terms and conditions may be necessary depending on the responses to the RFP, including any exceptions stated by the Proposer. Proposers must mark the Comply or Exception column for each Special Term and Condition in Attachment 2. *Comply* indicates the Proposer understands and agrees to comply fully. *Exceptions* must be fully explained below.

#	Title	Comply	Exception
1	Liquidated Damages		
2	Data Security		
3	Service Levels, Support and Maintenance		
4	Future Releases/Upgrades		

For all items marked as “Exception”, Proposer must list the Exception by number and title and fully explain the exception that is being requested below:

FORM 6 – IRS W-9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT 1 –MINIMUM TERMS AND CONDITIONS

1. Scope of Agreement

Vendor shall provide to JWB access and use of the software solution and its documentation (“Software”) and shall provide the services identified in the Statement of Work detailed in Exhibit <##> (collectively “Services”). Vendor shall license Software and provide Services, subject to the terms and conditions stated in this Agreement including all Exhibits. Payment for such Services shall be per Exhibit <##> and shall not exceed the total amount included in Exhibit <##> without the prior written consent of JWB. JWB, without prior and mutual written agreement, will incur no other fees or costs. The fees and costs in Exhibit <##> are inclusive of all Services described in the Statement of Work included as Exhibit <##>.

2. Incorporation by Reference

Vendor shall supply Software and Services adequate to accomplish the requirements as set forth in this Agreement, the Request for Proposal (Exhibit <##>), and the Vendor’s response to the Request for Proposal (Exhibit <##>), respectively (“Contract Documents”). Where there is a conflict between terms of this Agreement and the information presented in the Contract Documents, the order of preference is as follows: this Agreement, the Request for Proposal, and the Vendor’s Response to the Request for Proposal.

3. Project Schedule and Acceptance

Vendor shall work with JWB to develop a detailed project schedule that details both Vendor and JWB’s responsibilities, timeline for project activities, phases, milestones, and deliverables (“Project Schedule”) in connection with Vendor’s performance of the Services. The Project Schedule must be in sufficient detail to specify the deliverables, training, testing, acceptance, configuration, modification, integration, and live operation activities. The Project Schedule will be submitted to JWB for its approval within thirty (30) days of the date the Agreement is signed by both parties (“Effective Date”). In the event Vendor is unable to provide the Project Schedule within thirty (30) days or JWB at its sole option rejects the Project Schedule, JWB may immediately terminate this Agreement and Vendor shall return all fees received from JWB. The Project Schedule will also include the criteria by which the software will be tested and accepted by JWB.

4. Pricing

All prices for Vendor’s Software and Services hereunder are firm for the term of the Agreement. JWB shall pay Vendor for satisfactory performance of the Software and Services specified in this Agreement, the sums in accordance with Vendor’s response to JWB’s RFP, this Agreement and any related addenda.

Payment Terms

It is expected that certain payments will be made to Vendor by JWB upon delivery of the Software

with additional payments made for Software and Services based on specific project milestones as defined in the Project Schedule.

Vendor shall invoice JWB for the Total Amount on Exhibits <##> and <##> according to the following payment schedules:

Annual Subscription Fee

- 20% upon Contract Execution
- 20% upon Acceptance
- 60% upon Go-Live
- Fixed Annual Subscription Fee on the anniversary date of Effective Date
- Fees under Any Renewals after Initial Term will not exceed a 3% annual increase.

Services

- 80% Due in installments based on JWB's Conditional Acceptance of the Services (meaning acceptance of the Services delivered pursuant to the Milestone, but shall not waive JWB's rights with respect to Final Acceptance) delivered according to the Milestones as defined in the Statement of Work
- 20% Due upon Final Acceptance

Vendor shall submit to JWB an invoice in a form agreeable to JWB. The invoice shall be accompanied by such supporting documentation as required by JWB. JWB shall pay Vendor within forty-five (45) days of receipt of Vendor's proper invoice, as provided in Florida Statutes Chapter 218 Part VII.

To be deemed proper, all invoices must contain: (a) name and address of the Vendor; (b) invoice date; (c) an accurate description of goods and/or services delivered; (d) the correct quantity, unit price, and total cost of services delivered; (e) purchase order number and any discounts, when applicable; and (f) address to which payment should be mailed.

5. Right to Withhold Payment

If Vendor breaches any provision of this Agreement, JWB shall have a right to withhold all payments, in whole or part, due to the Vendor until such breach has been fully cured. JWB's good faith exercise of its rights under this provision shall not result in JWB's breach or default under this Agreement.

6. Change Orders

The Project Managers appointed pursuant to this Agreement will meet periodically to review the Project Schedule. Changes to the scope of the project including additional Software and Services may be proposed by either party, and if accepted by the parties, the proposed changes shall be reduced to a written document, inclusive of any applicable pricing changes ("Change Order"). Written approval signed by a duly authorized representative of each of the parties of such Change Order must be obtained prior to the provision of any products or services related to such Change Order.

Vendor shall provide to JWB a written quotation for any changes in this Agreement, including Software, Services, Customizations, etc. Each Change Order shall be reviewed and approved by JWB,

and shall be subject to the requirements in the section.

7. Term and Termination

The initial term of this Agreement commences as of the Effective Date and will continue in effect until five year[s] from such date unless terminated earlier pursuant to any of its express provisions (the “Initial Term”). Unless this Agreement is terminated earlier pursuant to any of its express provisions, JWB may renew this Agreement for additional successive one-year terms by providing Vendor with written notice of its intent to renew at least thirty (30) days prior to the end of the then-current term (each a “Renewal Term” and, collectively, together with the Initial Term, the “Term”).

Termination of Agreement

- a. Termination Without Cause.** This Agreement may be terminated without cause, in whole or part, as follows: (i) in the event funds to finance this Agreement become unavailable, which will be determined in JWB’s sole discretion, JWB may terminate the Agreement upon no less than twenty-four (24) hours’ notice to the Vendor as set forth in the Notices Clause without incurring any obligation, liability or penalty; (ii) JWB may terminate this Agreement for any reason whatsoever upon thirty (30) days’ notice to Vendor as set forth in the Notices Clause without incurring any obligation, liability or penalty; and (iii) Vendor may terminate this Agreement upon one (1) year written notice to JWB as set forth in the Notices Clause. Subject to the terms of this Agreement, upon termination without cause, Vendor will only be compensated for work completed, and accepted by JWB prior to the termination date.
- b. Termination for Cause.** Upon a material breach of this Agreement, the non-breaching party may terminate this Agreement for cause, in whole or part, if the breaching party fails to cure the breach within thirty (30) days of receipt of written notice from the non-breaching party describing the breach. JWB shall be entitled to immediately terminate this Agreement for cause in the event of any Incident.
- c. Insolvency.** JWB may terminate this Agreement, effective immediately, if Vendor: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of creditors; or (v) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- d. Effect of Expiration or Termination.** JWB’s termination of this Agreement under this section shall not limit JWB’s right to remedies at law or to damages. Upon expiration or termination the following shall occur: (i) Within thirty (30) days after termination, Vendor shall return to JWB all Protected Data (as defined below) in a format selected by JWB, and provide JWB with written notice certifying that all of Protected Data has been returned and destroyed; (ii) excluding the Solution, Vendor shall provide JWB with all work, either in whole or part, developed by Vendor for JWB up to the date of termination or expiration; (iii) Vendor shall provide reasonable assistance to JWB in transitioning to a new vendor to eliminate or minimize any downtime to JWB; and (iv) Vendor shall refund all unearned pre-paid fees paid by JWB

- e. Remedies for Breach.** It is understood and agreed that all rights and remedies set forth in this Agreement shall be in addition to all remedies or actions otherwise authorized or permitted by law, that JWB may exercise, in its discretion, concurrently or consecutively, including, but not limited to:
- i. **Withhold Payment:** In any case where a question of non-performance or deficient performance by the Vendor arises, payment may be withheld, in whole or in part, at the discretion of JWB
 - ii. **Reimbursement of Costs Incurred:** JWB shall have the right to award a new contract to complete the Services as described by the RFP, and the Vendor shall be responsible for damages and for all additional costs incurred associated with the new contract.
 - iii. **Deduction/Credit:** Sums due as a result of these remedies may be deducted or offset by JWB from payments due, or to become due, to the Vendor on the same or another transaction. JWB reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Agreement.
 - iv. **Damages:** JWB will be entitled to recover from Vendor all damages caused by Vendor's breach of this Agreement, including, but not limited to consequential damages.

8. Non-Performance Escalation Procedures

In the event that JWB determines that Vendor is not performing in a manner consistent with the intent and spirit of this Agreement or in a manner consistent with commonly accepted business practices, then JWB shall have the right to, in the sequence shown: (a) formally notify Vendor of non-performance, (b) reserve the right to withhold any and all payments pending, including support and maintenance fees, until the non-performance is corrected, (c) request a joint meeting of Vendor and JWB decision makers to attempt to resolve the non-performance, (d) require a Vendor employee to be on-site at JWB's location, at no cost to JWB, until the non-performance is resolved, or (e) invoke the Termination clause herein.

9. Warranty

Notwithstanding the acceptance of the Software or any Services, or the payment of any invoice for the same, Vendor warrants and represents that all Software and Services provided by Vendor under this Agreement shall: (a) be free from defects and shall function and perform in accordance with the Software's documentation, applicable specifications, this Agreement and all Contract Documents, and be performed in a professional and workmanlike manner in accordance with generally recognized industry standards using experienced and qualified personnel; (b) be free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function designed to interfere with or damage the normal operation of the Software, Services or JWB's operating environment; (c) not infringe upon any third-party's intellectual property rights; and (d) shall comply with all applicable laws. Subsections (b), (c), and (d) shall survive the expiration or termination of this Agreement.

Vendor also warrants and represents that: (a) its personnel have the necessary training and experience

to comply with the Confidential Information Section of this Agreement; (b) it has the right to grant the licenses set forth under this Agreement for the Software and Services; (c) it has good and marketable title to the Software and Services licensed hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties; (d) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; and (e) the execution of this Agreement by Vendor's representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party.

10. Intellectual Property

The Software and Services will access, process and store JWB's and its Affiliate's data ("Protected Data"). Excluding the right to use Protected Data to fulfill its obligations under this Agreement, Vendor shall not obtain any rights, including ownership rights, in or to Protected Data, all of which are expressly reserved by JWB and its Affiliates.

11. Indemnification

Vendor shall indemnify, hold harmless, and defend JWB, and its officers, directors, employees, agents, affiliates, successors and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, (collectively, "Losses"), arising out of any third-party claim against JWB arising from or relating to: (a) Vendor's breach of this Agreement; (b) Vendor's, its employees, subcontractors, and agents negligent or more culpable act or omission (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; (c) any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Vendor, its employees, subcontractors, and agents (including any reckless or willful misconduct); (d) any failure by Vendor to materially comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement; (e) any claims for unpaid wages or amounts owed by employees or contractors performing work for Vendor pursuant to this Agreement; (f) any claims for infringement or misappropriation of any intellectual property rights, including patent, copyright, trademark, and trade secrets arising from or relating to any information, data, Software, and Services provided by Vendor to JWB, and (g) any and all claims brought against JWB arising from the action(s) or inaction(s) of Vendor.

12. Indemnification Procedures

Notice of Third-party Claims. JWB shall give Vendor prompt written notice (a "Claim Notice") of any Losses or discovery of facts on which JWB intends to base a request for indemnification. JWB's failure to provide a Claim Notice to Vendor does not relieve Vendor of any liability that Vendor may have to JWB, but in no event shall Vendor be liable for any Losses that result directly from a delay in providing a Claim Notice, which delay materially prejudices the defense of the related third-party claim. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known at the

time). JWB shall furnish promptly to Vendor copies of all papers and official documents received in respect of any Losses. Vendor's duty to defend applies immediately, regardless of whether JWB has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any third-party claim.

Vendor's Control of Defense. Vendor shall assume control of the defense, appeal or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim (an "Indemnified Claim") by sending written notice of the assumption to JWB on or before ten (10) calendar days after receipt of a Claim Notice to acknowledge responsibility for the defense of such Indemnified Claim and undertake, conduct, and control, through reputable independent counsel of its own choosing (which JWB shall find reasonably satisfactory) and at Vendor's sole cost and expense, the settlement or defense thereof.

JWB's Control of Defense. Notwithstanding anything to the contrary in this Section, JWB may defend an Indemnified Claim with counsel of its own choosing and without the Vendor's participation wherein Vendor will be responsible for payment of the monthly costs incurred by JWB, such as attorneys' fees and costs, if: (a) the Indemnified Claim is one for which JWB properly gave Vendor a Claim Notice and Vendor fails to assume the defense or refuses to defend the Indemnified Claim under this Section; (b) the Indemnified Claim seeks only an injunction or other equitable relief against JWB; (d) JWB reasonably believes: (i) that there are one or more legal or equitable defenses available to it that are different from or in addition to those available to Vendor; (e) counsel for Vendor could not adequately represent the interest of JWB, because such interest could be in conflict with those of Vendor; or (f) such action or proceeding involves, or could have a material effect on, any material matter beyond the scope of the indemnification or defense obligations of Vendor.

Settlement of Indemnified Claims by Vendor. Vendor shall give prompt written notice to JWB of any proposed settlement of an Indemnified Claim. Vendor may not, without JWB's prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder unless such settlement, compromise or consent: (a) includes an unconditional release of JWB from all liability arising out of such claim; (b) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of JWB; and (c) does not contain any equitable order, judgment or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains or interferes with the business of JWB or any of its affiliates.

Third Party Infringement Claims. Should a court order be issued against JWB restricting JWB's use of any portion of the Software or Services related to a third-party infringement claim at JWB's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

- a. Purchase for JWB the rights to continue using the contested Software product(s), Services or portions thereof which may include purchase of a third-party software product, or
- b. Provide substitute software products and services to JWB which are, in JWB's sole opinion, of equal or greater quality, or

- c. Refund all monies paid to the Vendor for the Software and Documentation and the Vendor shall also pay to JWB all reasonable losses related to the Solution and all reasonable expenses related to the installation, implementation and conversion to the new Solution.

13. Insurance

Vendor will procure, pay for, and maintain, throughout the period of this Agreement, on behalf of the Vendor and JWB, the following MINIMUM limits of insurance coverage with responsible companies, eligible to do business in the State of Florida, which maintain a rating of A-(IX) or higher with A.M. Best.

a. Worker’s Compensation

Part One:	“Statutory”
Part Two: Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers’ Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employer’s Liability Act and any other applicable Federal or State law.

b. Commercial General Liability

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each occurrence	\$1,000,000

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

JWB and its officials, officers and employees shall be included as an “Additional Insured” on the Commercial General Liability coverage a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

c. Professional Liability

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
Deductible or Self-Insured Retention	\$25,000 Maximum per claim

Such insurance shall be on a form acceptable to JWB and shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement.

If, the Professional Liability is provided on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required.

d. Cyber and Privacy Liability

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000
Event Management Expenses	\$1,500,000
Deductible or Self-Insured Retention	\$25,000 Maximum per occurrence

The Cyber Liability insurance shall be on a form acceptable to JWB and shall cover Security & Privacy Liability and Breach Response Coverage, including Notification Expenses.

If, the Cyber Liability is provided on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required.

The required Cyber Liability coverage may be included as part of the Professional Liability coverage and limit required above.

Excess or Umbrella Insurance: All required limits of insurance may be satisfied by the use of any combination of primary and excess/umbrella liability insurance coverages. All Certificates of Insurance for umbrella and excess liability policies should clearly indicate which underlying policies such excess or umbrella liability policies are applicable to on an excess basis.

Evidence of Insurance: Contractor shall not commence work until the required insurance is in force and evidence of insurance meeting all of the requirements set forth herein has been provided to JWB.

JWB at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the Contractor hereby agrees to provide same. An appropriate Certificate of Insurance signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance signed by an authorized representative of the insurer, and copies of the actual additional insured endorsement(s) as issued on the policy(ies), shall be satisfactory evidence of such insurance.

The evidence of insurance provided by Contractor must include a disclosure of the amount(s) of all deductibles or self-insured retentions applicable to any policy of insurance requiring a maximum deductible or self-insured retention under this section.

Until such insurance is no longer required by this Agreement, Contractor shall provide JWB with renewal or replacement evidence of insurance at least fifteen (15) days prior to the expiration or termination of such insurance.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to JWB, if requested by JWB, Contractor shall, within thirty (30) days after receipt of a written request from JWB, provide JWB with a certified copy(ies) of the policy(ies) providing the coverage required herein. Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required herein.

Notice of Cancellation: All required policies must be endorsed to provide JWB with 30 days prior notice of cancellation.

Primary and Non-Contributory: The insurance provided by the Contractor shall apply on a primary basis to and shall not require contribution from, any insurance maintained by JWB. Any insurance or self-insurance maintained by JWB shall be in excess of, and shall not contribute with, the insurance provided by Contractor.

Deductibles/Self-Insured Retentions: Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any insurance required of Contractor pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without prior approval of JWB), Contractor shall be solely responsible for paying any such deductible or self-insured retention.

Non-Waiver/Remedies: Compliance with these insurance requirements shall not limit the liability of Contractor, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to JWB or JWB's officials, officers or employees by the insurance provided by Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to JWB under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from the responsibility to provide insurance as required by this Agreement.

14. Confidential Information

Vendor shall keep confidential, all Protected Records (meaning all records containing Protected Data), unless the Protected Records are public records subject to disclosure under applicable federal disclosure laws or Section 36 of this Agreement. Vendor shall not, without prior written approval of JWB, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by JWB. Vendor shall provide for the security of all Protected Confidential Information (as defined below) in accordance with Section 18 and all applicable laws, rules, policies, publications, and guidelines. If Vendor will or may receive or have access to the following types of data, Vendor shall provide for the security of such data. Vendor shall immediately forward any request or demand for Protected Records to JWB.

i. Other Entity Access and Nondisclosure Agreements

Vendor may provide Protected Records to its agents, employees, assigns, and subcontractors as necessary to perform the Work, but shall restrict access to Protected Confidential Information to those agents, employees, assigns, and subcontractors who require access to perform their obligations under this Agreement. Vendor shall ensure all such agents, employees, assigns, and subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or subcontractor has access to any Protected Confidential Information. Vendor shall provide copies of those signed nondisclosure provisions to JWB upon execution of the nondisclosure provisions if requested by the JWB.

ii. Use, Security, and Retention

Vendor shall use, hold, and maintain Protected Confidential Information in compliance with the Data Security section of this Agreement and shall comply with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all Protected Confidential Information. Vendor shall

provide JWB with access, subject to Vendor's reasonable security requirements, for purposes of inspecting and monitoring access and use of Protected Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Vendor shall return Protected Records or destroy such Protected Records and certify to JWB that it has done so, as directed by the JWB. If Vendor is prevented by law or regulation from returning or destroying Protected Confidential Information, Vendor warrants it will guarantee the confidentiality of, and cease to use, such Protected Confidential Information.

iii. Incident Notice and Remediation

If Vendor becomes aware of any Incident, Vendor shall notify JWB within two (2) days of discovery of the Incident and cooperate with JWB regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the JWB. Incident means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any Protected Data, Protected Records or Protected Confidential Information. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a JWB system or Protected Records regardless of where such information is located; or (ii) the unauthorized disclosure of Protected Data, Protected Records, or Protected Confidential Information.

Vendor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Vendor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by JWB, which may include, but is not limited to, developing and implementing a remediation plan that is approved by JWB at no additional cost to JWB. JWB may adjust or direct modifications to this plan in its sole discretion, and Vendor shall make all modifications as directed by JWB. If Vendor cannot produce its analysis and plan within the allotted time dictated by JWB (which shall not be less than seven (7) days), JWB, in its sole discretion, may perform such analysis and produce a remediation plan, and Vendor shall reimburse JWB for the actual costs thereof. JWB may, in its sole discretion and at Vendor's sole expense, require Vendor to engage the services of an independent, qualified, JWB-approved third party to conduct a security audit. Vendor shall provide JWB with the results of such audit and evidence of Vendor's planned remediation in response to any negative findings.

Vendor shall defend, indemnify and hold harmless JWB from any and all damages, costs and expenses, arising from or relating to an Incident, including all costs and expenses incurred by JWB to remedying such Incident. caused by an Incident, including but not limited to personally identifiable information (PII) and protected health information (PHI) as required under HIPAA, HITECH and FIPA regulations or other information that is confidential and/or exempt from disclosure per F.S. 119. JWB owns all data created as a result of this contract and has full discretion as to the use of the data. This provision shall survive the termination of this Agreement.

iv. Data Protection and Handling

Vendor shall ensure that all Protected Data in the possession of Vendor or any subcontractors are protected and handled in accordance with the requirements of this Agreement, including the Data Security section of this Agreement.

v. Safeguarding PII

If Vendor receives any PII (meaning personally identifiable information including, without limitation, any information maintained by JWB about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records) under this Agreement, Vendor shall comply with all applicable laws governing the security of such PII, including use of appropriate technology,

security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits.

vi. Safeguarding PHI

Vendor must follow all laws regarding confidentiality, security and privacy obligations imposed by any federal, state, or local statute or regulation regarding Protected Health Information, including, but not limited to, HIPAA. Vendor shall not use or disclose any information which specifically identifies a subject, respondent, or any individual providing confidential information for this project under this Agreement and for any purpose not in conformity with federal, state, or local law and related regulations.

- vii.** “Protected Confidential Information” means any and all Protected Records and Protected Data including, but not limited to, PII and PHI, but shall not include information or data that is subject to disclosure pursuant to federal or Florida public records laws, including records that are subject to disclosure under the Public Records section of this Agreement.

15. Conflict of Interest

Vendor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Vendor further represents that no person having any such interest shall be employed by the Vendor during the agreement term and any extensions.

Vendor shall promptly notify the JWB point of contact, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Vendor’s judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Vendor may undertake and request an opinion of JWB as to whether the association, interest or circumstance would, in the opinion of JWB, constitute a conflict of interest if entered into by the Vendor. JWB agrees to notify the Vendor of its opinion, within thirty (30) days of receipt of notification by the Vendor.

16. Compliance with all applicable laws

Vendor (and its employees and contractors) represents that all actions taken by Vendor will be in conformity with all local, state and federal, laws, rules, regulations, directives and orders.

17. Entire Agreement Clause

This Agreement, including appendices and referenced attachments, constitutes the entire Agreement between JWB and Vendor and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

18. Applicable and Governing Law Clause

This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Florida and applicable Federal Law, without regard to the conflict of law’s provisions thereof, to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Florida sitting in Pinellas County, Florida and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court and agrees to bring any such action, litigation, or proceeding only in the courts of the State of Florida sitting in Pinellas County Florida. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

19. Waiver of Jury Trial

In any action or proceeding relating to or involving enforcement of any terms of this agreement, and any counterclaim, crossclaim or other litigation which may be asserted or brought the parties hereby expressly waive any and all right to a trial by jury with respect to such action, proceeding or other litigation resulting from or involving the enforcement of the terms of this Agreement.

20. Notices Clause

- a. Consultant shall direct all communication and work products to name, title, address, phone number, and email address.
- b. Invoice Submission: If submitted electronically, please email to contact name and Finance (FinanceInvoices@jwbpinellas.org). If mailed, please send to Attn: contact name.
- c. JWB will direct all communication to name, title, address, phone number, and email address.
- d. Either party may change its address or other contact information by giving the other party prior written notice of the new address or other contact information and date upon which such change will become effective.

21. Force Majeure Clause

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure.

22. Force Majeure Requisites

Force majeure shall not be allowed unless:

- a. Within five (5) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
- b. Within five (5) calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

23. 120 Day Maximum

Under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior to the end of the one hundred-twenty (120) day period written approval is received from the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

24. Right of Cancellation

Either party shall have the right to cancel the Agreement if force majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task.

25. Assignments and Subcontracts

Vendor shall not assign this Agreement or delegate any of its duties and obligations hereunder to another party, and is prohibited from subcontracting for any of the work contemplated under this Agreement without prior written approval of JWB. No such approval by JWB of any assignment or subcontract shall cause JWB to incur any additional financial obligations with respect to the Software or Services, beyond the total dollar amount stated in this Agreement. All such assignments or subcontracts shall be subject to the conditions of this Agreement and to any conditions of approval that JWB shall deem necessary. In the event that the Vendor is merged or acquired, the acquiring entity shall honor all of the terms of the existing Agreement.

26. Changes in Agreement

This Agreement and its attachments constitute the contractual relationship between the Vendor and JWB. No amendment to this Agreement or its attachments may be made without the prior written approval of JWB and Vendor.

27. Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

28. Vendor as Independent Contractor

Vendor shall be an independent contractor pursuant to this Agreement. 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. Neither party, by virtue of this Agreement, will have any right, power nor authority to act or create an obligation, express or implied, on behalf of the other party. JWB will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Vendor's behalf. Vendor shall be responsible for, and shall indemnify JWB against, all such taxes or contributions, including penalties and interest.

29. Approval and Replacement of Key Personnel

JWB shall have the right to approve key Vendor personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, Vendor shall provide at least ten (10) days written notice of the names and qualifications of the Vendor personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, Vendor shall promptly and as required by JWB provide written notice of the names and qualifications of any additional Vendor personnel assigned to perform Services. JWB, on a reasonable basis, shall have the right to require the removal and replacement of any of the Vendor personnel performing Services, at any time during the term of the Agreement. JWB will notify Vendor in writing in the event JWB requires such action. Vendor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from JWB and shall promptly replace such person with another person, acceptable to JWB, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. JWB shall have the right to terminate the agreement immediately for cause in accordance with Section 7b. Termination for Cause if Vendor does not replace the personnel assigned to JWB's satisfaction within the time frame herein.

30. Advertisement

Vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of JWB unless Vendor receives specific written authorization in advance from JWB's Chief Executive Officer. Vendor will limit and direct any of its advertising on JWB's premises and shall coordinate for such advertising through the Chief Executive Officer. Vendor shall not install any signs or other displays within or outside of the JWB's premises unless in each instance the prior written approval of the JWB's Chief Officer has been obtained. However, nothing in this clause shall preclude Vendor from listing JWB on its routine client list for matters of reference.

31. Public Records

JWB is a public entity subject to Florida's Public Records Law, which includes provisions relating to records retention, production and confidentiality.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Juvenile Welfare Board of Pinellas County

14155 58th St. No., Ste. 100

Clearwater, FL 33760

(727) 453-5600

communications@jwbpinellas.org

Vendors acting on behalf of JWB must comply with 119.0701 and must:

1. Keep and maintain public records required by JWB to perform the service.
2. Upon request from JWB's custodian of public records, provide JWB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in F.S. 119 or as otherwise provided by law.
3. 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 the contract if the vendor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to JWB all public records in possession of Vendor or keep and maintain public records required by JWB to perform the service. If the Vendor transfers all public records to JWB upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to JWB, upon request from JWB's custodian of public records, in a format that is compatible with the information technology systems of JWB.

In addition, Vendors should be aware that social security numbers are confidential and exempt from disclosure (119.071(5)) and personal identifying information of a child or the parent or guardian of the child held by JWB or service provider under contract with JWB is exempt from disclosure (125.901(11)). There are many other exemptions in the law that Vendor should be cognizant exist. However, for all Vendors, any and all contracts between JWB and Vendor, program methodology, budgets, requests for reimbursements, emails, other written correspondence and any other documents exchanged between the Vendor and JWB are generally public records and will be disclosed in the sole discretion of JWB and must be retained in accordance with Florida's record retention policy. Vendors should not provide any documents to JWB containing Trade Secrets, as defined by F.S. 812.08, or exempt or confidential and exempt information to JWB without specifically marking such document. By submitting any documents or information whatsoever to JWB, Vendor agrees that JWB may use and disclose all information and documents submitted for any purpose JWB sees fit and that it is within JWB's sole discretion to determine if any information submitted is exempt from disclosure.

Any Vendor who receives a Public Records request for records pertaining to JWB or services funded by JWB, must advise JWB within two (2) business days of the records request and JWB and Vendor will work together to respond to any such request. This provision shall survive termination of this Agreement.

32. Public Entity Crimes

Per Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with a public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

33. Certification that Vendor is Legally Able to Contract with JWB

In compliance with F.S. 287.135(a), a Vendor is ineligible to and may not enter into a contract with JWB if the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or, is engaged in a boycott of Israel. In compliance with F.S. 287.135(b), for contracts of \$1 million or more, a Vendor is ineligible to and may not enter into a contract a contract with JWB if the Vendor is (1) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to s. 215.473 or, (2) is engaged in business operations in Cuba or Syria. By entering into this Agreement, you are certifying that you are eligible to contract with JWB and are not participating in a boycott of Israel, are not on the Scrutinized Companies with Activities in Sudan List, are not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that you do not have business operations in Cuba or Syria. In addition, this Agreement may be terminated if Vendor (1) has found to have submitted a false certification, (2) has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, (3) 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; or, (4) has been engaged in business operations in Cuba or Syria.

34. Compliance with Fla. Stat. § 448.095

- a. Vendor agrees to comply with all applicable portions of Fla. Stat. § 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- b. Subcontractors (i) Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. (ii) Subcontractors shall provide Vendor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095. (iii) Vendor shall provide a copy of such affidavit to JWB upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Vendor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Vendor's E-Verify number.
- d. Failure to comply with this provision is a material breach of the Agreement, and JWB may choose to terminate the Agreement at its sole discretion. Vendor may be liable for all costs associated with JWB securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination.

ATTACHMENT 2 – SPECIAL TERMS AND CONDITIONS

1. Liquidated Damages

Failure on the part of Vendor to complete critical project milestones as established in the Project Schedule that are not caused by JWB's inaction or delay, may result in liquidated damages being imposed on the Vendor by JWB for breach of contract and for non-compliance. The milestones will be defined in the Project Schedule and extent of damages will be \$1,000 per day for each day the project Go Live date as defined in the Project Schedule is extended. JWB may also demand liquidated damage provision tied to Vendor's breach of certain performance requirements in Vendor's service level agreement that will be incorporated into this Agreement. The parties intend that the liquidated damages constitute compensation, and not a penalty. The parties acknowledge and agree that JWB's harm caused by Vendor's failure to complete critical project milestones according to the Project Schedule would be impossible or very difficult to accurately estimate and that the liquidated damages for such breach are a reasonable estimate of the anticipated or actual harm that might arise from such breach. Vendor's payment of the liquidated damages is in addition to JWB's rights and remedies afforded under this Agreement.

2. Data Security

a. **DataSec Program**

Vendor shall maintain, implement, and comply with a written data security program (the "DataSec Program") that requires commercially reasonable policies and procedures to ensure compliance with this Section. The DataSec Program's policies and procedures shall contain administrative, technical, and physical safeguards, including without limitation: (i) guidelines on the proper disposal of Protected Data after it is no longer needed to carry out the purposes of the Agreement; (ii) access controls on electronic systems used to maintain, access, or transmit Protected Data; (iii) access restrictions at physical locations containing Protected Data; (iv) encryption of electronic Protected Data; (v) dual control procedures; (vi) testing and monitoring of electronic systems; and (vii) procedures to detect actual and attempted attacks on or intrusions into the systems containing or accessing Protected Data. Vendor shall review the DataSec Program and all other Protected Data security precautions regularly, but no less than annually, and update and maintain them to comply with applicable laws, regulations, technology changes, and best practices.

b. **Security Audits & Testing**

- i. Vendor shall retain a certified public accounting firm to perform an annual audit of the Services' data protection features and to provide a SOC 2 Type II report, pursuant to the standards of the American Institute of Certified Public Accountants (the "AICPA"). The most current report shall be due to JWB within thirty (30) business days of the Effective Date and thereafter annually within thirty (30) business days of Vendor's receipt from the audit firm. If the AICPA revises its relevant reporting standards, Vendor shall provide the report that then most closely resembles a SOC 2 Type II report. In addition, Vendor shall annually conduct its own internal security audit and address security gaps in compliance with its security policies and procedures, including without limitation the DataSec Program.

- ii. If requested by JWB, Vendor shall, on a quarterly basis permit security reviews (e.g., intrusion detection, firewalls, routers) by JWB on systems storing or processing Protected Data and on Vendor policies and procedures relating to the foregoing.
- iii. Any report or other result generated through the audits required by this Subsection b will be Vendor's Confidential Information pursuant to the Confidential Information section of this Agreement. If any audit or test referenced above uncovers deficiencies or identifies suggested changes in Vendor's performance of the Services, Vendor shall exercise reasonable efforts promptly to address such identified deficiencies and suggested changes, including without limitation by revising the DataSec Program.

3. Service Levels, Support and Maintenance

Vendor shall provide hosting, maintenance, and support services (collectively, "Support Services") for the Software in accordance with the provisions of this Section.

a. Service Levels

- a. Availability. During each calendar month of the Term ("Service Period"), the Software and Services shall be available without interruption or a decrease in functionality ("Available") at least 99.98% of the time of each Service Period, excluding only Scheduled Downtime ("Availability Requirement").
- b. Scheduled Downtime. Vendor shall notify JWB at least 24 hours in advance of all scheduled outages of the Software and Services in whole or in part ("Scheduled Downtime"). All such Scheduled Downtime shall: (a) not occur during regular business hours (Monday – Friday, 8:00 am – 5:00 pm EST) and preferably between 1 a.m. and 5 a.m. EST; and (b) occur no more frequently than twice per month.
- c. Service Availability Reports. Within five (5) days, upon request, Vendor shall provide to JWB a report describing the uptime and other performance of the Software and Services for the requested period as compared to the Availability Requirement. The report shall be in writing and shall include, at a minimum: (a) the actual Availability of the Software and Services relative to the Availability Requirements; and (b) if the Software's or Service's performance has failed in any respect to meet or exceed the Availability Requirement during the requested period, a description in sufficient detail to inform JWB of the cause of such failure and the corrective actions the Vendor has taken and will take to ensure that the Availability Requirement is fully met.
- d. Remedies for Service Availability Failures.
 - i. If during the requested period, the Software's or Services' uptime is less than the Availability Requirement, such failure shall constitute a Service Error (meaning any failure of the Software or Services to be Available or otherwise perform in accordance with this Agreement) for which Vendor shall issue to JWB the corresponding service credits as set forth in Schedule A ("Service Availability Credits") in accordance with this Section and the Schedule below.

- ii. If the Availability of the Software or Services is less than the Availability Requirement in any two consecutive requested periods, then, in addition to all other remedies available to JWB, JWB may terminate this Agreement on written notice to Vendor with no liability, obligation, or penalty to JWB by reason of such termination.
- iii. Any Service Availability Credits due under this **Error! Bookmark not defined.** will be applied as set forth in Schedule below.

b. Support Service Responsibilities. Vendor shall: (a) Respond (meaning Vendor's initial communication with JWB, whether by telephone, email or otherwise, acknowledging JWB's request for services in connection with an error) to and Resolve (meaning Vendor's provision of services to correct an error or create a work-around acceptable to JWB) all Incidents (meaning a support request that begin when JWB contacts Vendor to report an error and ends with Vendor Resolve's the error) pursuant to the times lines identified in Schedule identified below; (b) provide unlimited telephone support during Normal Business Hours (meaning 8 a.m. to 5 p.m. EST, Monday through Friday, excluding federally recognized holidays); and (c) provide after-hour support for Severity Level 1 and 2 Incidents (as defined below).

c. Service Monitoring and Management. Vendor shall continuously monitor and manage the Software and Services to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management shall include:

- a. proactively monitoring on a 24-hour by seven-day basis all Software and Services functions, servers, firewall, and other components of Software and Services security;
- b. if such monitoring identifies, or Vendor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Software and Services Availability, then Vendor shall take all necessary and reasonable remedial measures to promptly eliminate such threat and ensure compliance with the Availability Requirements;
- c. if Vendor receives knowledge that the Software and Services or any function or component is not Available (including by written notice from JWB) the Vendor shall:
 - i. confirm the presence or absence of the outage by a direct check of the Vendor's equipment and facilities; associated facility or facilities;
 - ii. if Vendor's facility and equipment check in accordance with clause (1) above confirms a Software and Services outage in whole or in part: (A) Vendor shall notify JWB in writing that an outage has occurred, provide such details as may be available, including a Vendor trouble ticket number, if appropriate, and time of outage; and (B) Vendor shall work all problems causing and caused by the outage until they are Resolved or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and
 - iii. notifying JWB that Vendor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

d. Service Maintenance. Vendor shall continuously maintain the Software and Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services shall include providing to JWB and its customers:

- a. all updates, bug fixes, enhancements, new releases, new versions, and other improvements to the Software and Services, and
 - b. all such services and repairs as are required to maintain the Software and Services or are ancillary, necessary, or otherwise related to JWB's use of the Software and Services, so that the Software and Services operate properly in accordance with this Agreement.
- e. **Support Service Level Requirements.** Vendor shall Respond to and Resolve all Incidents and Errors in accordance with the required times and other terms and conditions set forth in the Schedule below ("Support Service Level Requirements"), and this Agreement.
- a. Incidents. JWB shall classify Incidents as Severity Level 1, Severity Level 2, and Severity Level 3. Each severity level is defined as follows:
 - 1. "Severity Level One Incident" means an Error that causes the Software or Services not to operate and has a critical impact on its operations.
 - 2. "Severity Level Two Incident" means an Error that results in a lack of functionality in the Software or Services and materially degrades significant aspects of JWB's business operations.
 - 3. "Severity Level Three Incident" means an Error that impairs the performance of the Software or Service but does not substantially affect JWB's business operations.
 - b. Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Vendor receives notice of the Incident until Vendor has (i) responded to, in the case of Response time and (ii) Resolved such Incident, in the case of Resolution time. Vendor shall Respond to and Resolve all Incidents within the times provided in the below Schedule based on the severity of the Incident.
- f. **Support Service Level Credits.** Failure to achieve any of the Support Service Level Requirements will constitute a Service Level Failure for which Vendor shall issue to JWB the corresponding service credits set forth in this Section and the Schedule below ("Service Level Credits").
- g. **Availability and Support Service Level Credits.** The parties acknowledge and agree that each of the Service Availability Credits and Service Level Credits assessed pursuant to this Section respectively: (a) is a reasonable estimate for the anticipated or actual harm that may arise from the corresponding Error or Service Level Failure, which would be impossible or very difficult to accurately estimate (b) is not intended as, and should not be deemed to be, a penalty or forfeiture; and (c) may, at JWB's option, be credited or set off against any Fees or other charges payable to Vendor under this Agreement or be payable to JWB upon demand.
- h. **Corrective Action Plan.** If two or more Severity Level 1 Incidents occur in any thirty (30) day period during the Term, Vendor shall promptly investigate the root causes of these Errors and provide to JWB within five (5) Business Days of its receipt of notice of the second Severity Level 1 Incident an analysis of such root causes and a proposed written corrective action plan for JWB's review, comment, and acceptance, which, subject to and upon JWB's written acceptance, shall be a part of, and by this reference is incorporated in, this Agreement as the parties' corrective action plan (the "Corrective Action Plan"). The Corrective Action Plan shall include, at a minimum: (x) Vendor's commitment to JWB to devote the appropriate time, skilled personnel, systems support, equipment, and other resources necessary to Resolve and prevent any further occurrences of the

Errors giving rise to such Incidents; (y) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy and prevent any further occurrences of such Errors; and (z) time frames for implementing the Corrective Action Plan. There will be no additional charge for Vendor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

4. Future Releases/Upgrades

JWB shall be entitled to future releases and upgrades, whether of a “minor” or major” nature, of Vendor Software for no additional cost beyond the annual maintenance and support fees delineated in Exhibit <##>.

ATTACHMENT 3 – PROPOSAL CHECKLIST

RFP Title: Participant Management Software		Proposal due date and time: 12/18/2020 by Noon EST		
Proposals to be submitted to: Written Proposals must be submitted via email to RFP@jwbpinellas.org				
#	Proposal submission to include (<i>Checklist is for Proposers use only, not to be submitted with Application</i>)	Yes	No	NA
1	Signed Addenda, if issued			
2	Form 1 – Proposal Signature Form (signed by an authorized company officer)			
3	Narrative Response -attach resumes of all Vendor staff that will be assigned to the project -attach audited financial information for the past two (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows or information detailing the company’s stability including a Dunn & Bradstreet report (D&B) -attach Statement of Work that enumerates and defines the work/services that will be provided			
4	Form 2 - Customer References (minimum of 3)			
5	Form 3- Non-Collusion Affidavit (signed and notarized)			
6	Form 4 – Minimum Terms & Conditions Compliance Checklist (signed and dated)			
7	Form 5 – Special Terms & Conditions Compliance Checklist (Vendor must mark “Comply” or “Exception”) Exceptions must be identified by number and title and fully explained.			
8	Form 6 - IRS W-9 (signed)			
9	Proposed Agreements: -attach a copy of all warranties associated with the proposed solution -attach all applicable contracts, with JWB’s minimum terms and conditions incorporated, including: <ul style="list-style-type: none"> • SaaS License • Professional Services Agreement • Service Level Agreement (SLA) 			
10	Attachment 4 – Technical Requirements (excel) -attach training plan with response			

11	Attachment 5 – Functional Requirements (excel)			
12	Attachment 6 – Pricing Forms (excel)			

Instructions

All black cells required.

All other cells are locked.

Insert Respondent Name in Row 1. Respondents must select a rating from the drop-down list for every item and a response for every question. The legend for the ratings is provided below. The response should include a brief explanation of how the item is supported and any unique aspects of the solution.

Rating	Definition
4	Standard and available in the current release. Software supports this requirement and can be implemented out of the box or with configuration at no additional cost. No source code modification is required.
3	No-cost modification will provide desired functionality. Modification maintains application on upgrade path. Testing and production of modifications will be completed by implementation date. Include an estimate for the cost of the modification.
2	Low-cost, minor modification will provide desired functionality. Indicate timing required and estimated cost of modification.
1	High-cost, significant modification will provide desired functionality. Indicate timing required and estimated cost of modification.
0	Not available. Software will not meet requirement.
F	Future Release. Requirement will be available in future release. Indicate anticipated release date: month and year.

Participant Management Software (RFP)

Enter Respondent Name Here

AGENCY/PROGRAM/SYSTEM SETUP

Item #	Requirements	Rating	Questions	Responses
1	Agencies can have multiple programs. Programs can have multiple sites. All participants must be assigned to a site. There are a few programs that deliver services at the participant's home which is where participant is currently assigned to an Administrative site. Need the ability to run reports at multiple levels.		Explain the software's ability to set up agencies that have one or more programs associated (i.e.: Agency A has program 1, 2, and 3)	
			Explain the software's ability to classify programs in one or more ways for reporting (i.e.: Before and After School).	
			Explain the software's ability to collect agency and program specific information (i.e. contact information, year funded, address, etc.).	
			Explain the software's ability to set up program sites that are associated with participants including how participants receiving services at home can be tracked.	
			Explain the software's ability to manage program sites by active/inactive.	
			Explain any sub-program security and reporting functionality.	
			Explain how data entry requirements for these programs are made.	
2	Ability to set up a programs data entry requirements and reporting based off of its individual needs, i.e., services, attendance, outcomes, etc. Some programs only collect attendance, some programs only collect specific services, and some programs collect both.		Can services and outcomes be customized for each program?	
3	NA	NA	Is there any additional functionality within this section that you think would benefit JWB that we did not include in our requirement?	

Enter Respondent Name Here

Training			
Item #	Requirements	Questions	Responses
4	Ability for JWB staff to effectively train grantee users in the system post go-live.	Is there a permanent interactive training environment that mimics the production environment that can be accessed?	
		Are there on-line training guides (manuals, videos, etc.)? If so, can they be downloaded? Will guides need to be tailored to JWBs requirements?	
		If JWB creates it's own custom training video, can it be uploaded into the system?	
5	NA	Is there any additional functionality within this section that you think would benefit JWB that we did not include in our requirement?	

Participant Management Software (RFP)

Enter Respondent Name Here

DEMOGRAPHICS

Item #	Requirements	Rating	Questions	Responses
6	Ability to collect general household information that pertains to all participants in a household.		Explain how household information is collected (i.e. does it have to be entered for each participant or just entered once).	
			Explain how participants are linked together as a household.	
			Could information for a participant be copied to another?	
7	Ability to collect individual demographic information on participants in the program.		Explain how the software will be able to collect all of the demographic fields listed in JWBs Data Quality Manual. (See attached Data Quality Manual.)	
8	NA	NA	Is there any additional functionality within this section that you think would benefit JWB that we did not include in our requirement?	

Participant Management Software (RFP)

Enter Respondent Name Here

SERVICES

Item #	Requirements	Rating	Questions	Responses
9	Ability to collect multiple types of services, (i.e. tutoring, counseling, etc.) and collect those services by a date range or by specific date of service (attendance). Dates may overlap.		Please describe all the ways your platform can collect services (i.e. individual or group service).	
			Can all methods for collecting services be used for individuals and groups?	
			Explain how to mass entry service (i.e. multiple home visiting sessions).	
			Explain how the system can show if a participant is active/inactive within a service. Can the system identify if no services are active?	
10	Ability to track attendance each day for a service at the participant level by site. Current sites do not all have wi-fi and laptops available to collect attendance electronically as participants arrive. Most programs are required to collect attendance manually on paper. JWB does not anticipate this model changing.		Explain how attendance data entry is made efficient for mass entry (i.e. how to apply attendance to every day of the week, or how all participants can be marked present for attendance on a single day at once).	
			Explain the ability to associate a service with the attendance (i.e. we may track attendance for tutoring and art class on the same day).	
			Can different programs have the ability to track attendance in different ways (i.e. Track attendance in minutes or hours compared to being in attendance or not)?	
			Explain the ability to track excused or unexcused absences.	
			Explain the ability to limit the participants on a data entry screen that meet certain criteria (i.e. assigned to a specific program site, are in a specific grade, etc.)	
			Is the software compatible with any attendance scanning or other devices to collect attendance? If so, please explain the process. Explain the requirements to use these devices (i.e. laptop, Wi-Fi, printer, etc.).	
			Is there an ability to know which days are open for programming? Days open may vary depending on the site and the service.	
11	Ability to track a service a participant is receiving with just a start and end date. (Daily attendance detail is not tracked.)		Participants are required to attend 70% of program days, and have different start and end dates. How can the system capture and calculate this?	
			Please explain how this requirement is met.	
12	NA	NA	Is there any additional functionality within this section that you think would benefit JWB that we did not include in our requirements?	

Participant Management Software (RFP)

Enter Respondent Name Here

OUTCOMES

Item #	Requirements	Rating	Questions	Responses
13	Ability to track a variety of outcome information specific to a program on either the participant or program level.		Explain the different ways the software can track outcomes on a program and individual level. (i.e. comparing a post test to a pre-test, survey results, a milestone being met or not met.)	
			Can outcome data be imported, if so please explain the process.	
14	Ability to track survey and assessment data.		Does the system have the ability to track participant and program level assessment data?	
			Explain the ability to modify a survey without affecting existing data.	
			Explain the ability to create or import surveys.	
			Explain how surveys get associated with a program.	
			Explain the functionality of surveys (i.e. conditional logic, required questions, types of responses).	
			Does the software have the ability to provide any basic analysis of survey responses?	
			Explain the ability to administer surveys at different time points (i.e. pre/post surveys).	
			Can the software integrate existing 3rd party survey software that JWB owns? If so, what are the limitations/restrictions? Can imported surveys be matched to existing participants?	
15	NA	NA	Is there any additional functionality within this section that you think would benefit JWB that we did not include in our requirements?	

Participant Management Software (RFP)

Enter Respondent Name Here

REPORTING_DASHBOARDS

Item #	Requirements	Rating	Questions	Responses
16	Reporting Module		Does the software have the ability to have agency or program level dashboards? If yes, can they be customized at various levels? How easy can dashboard objects be added?	
			Does the system have canned reports? Based upon sample reports provided, can you explain the top reports that will be used?	
			Does the system allow for custom reporting? If yes, how easy is it to create reports?	
			Can custom reports be saved in a central location for all users? Can the software report on custom fields?	
			What skill level is required to create custom dashboards and reports?	
			Is any 3rd party software required for reporting needs? If so, what software (i.e. Crystal Reports, SSRS).	
			Can reports be exported to Word, Excel, PDF, etc.?	
			Can raw data be exported to excel? If so, is there any limitation to data that can be reported?	
17	NA	NA	Is there any additional functionality within this section that you think would benefit JWB that we did not include in our requirements?	

Instructions

All black cells required.

All other cells are locked.

Insert Respondent Name in Row 1. Respondents must provide a response for every question. The response should include a brief explanation of how the item is supported and any unique aspects of the solution.

- Infrastructure
- Security
- Support

Participant Management Software (RFP)

Enter Respondent Name Here

Infrastructure

Item #	Requirements	Questions	Responses
1	The system is in a vendor hosted environment.	Where is the system hosted (i.e., Amazon Web Services, Data Center, etc.)? Please describe the location of the data (geographically) and provide the data center environment specifications in relation to physical security.	
		Does JWB require any additional hardware devices for connectivity or functionality, such as a VPN?	
		Briefly explain virus and malware protection for the environment.	
		What are the guarantees in regards to system performance and what do you do to help maintain highly available and optimal performance?	
		Is there a security certificate for encryption on the site?	
		Describe how access to JWB's data is protected in relation to vendor or data center personnel having access to JWB's front-end environment or back-end database (i.e., limited access to data, vendor password security protocols, security training requirements, etc.).	
2	A well-defined change-management plan must be in place.	Describe the upgrades and patch management policies and practices that are in the change management plan.	
3	All modules must integrate seamlessly and users must have all functionality with a single sign-on.	Do all modules integrate seamlessly?	
		Can users sign-in once to receive all system functionality (i.e., access to all modules)?	
4	System must be fully compatible with at least one modern browser (for example: I chrome or Firefox).	List any major internet browsers that are not compatible.	

Participant Management Software (RFP)

5	Software is compatible with standard operating system.	Are there any restrictions to the users operating system?	
6	If email is available for communication through the system, this function must be fully handled by the vendor software and not require JWB credentials.	How is email setup in the software (i.e., SMTP)?	
7	A well-defined backup and recovery plan must be in place.	Explain the backup process including how often backups are performed and how long are they kept.	
		How often is the backup and recovery plan tested?	
		Is there a fail-over system in place?	
8	A well-defined disaster recovery plan must be in place.	At a high level, explain the disaster recovery plan.	
		How often is the disaster recovery plan tested?	
9	Commercial off the Shelf (COTS) system that is easy to configure and customize within the current vendor's software program with little to no custom code required.	Is this a COTS system? If so, explain how the system can be configured and customized with the current software program to meet JWB needs.	
		What is the current programming platform of the software?	
		Are there any areas of the software code that you may need to edit to meet our requirements? If so, what area(s) and what is the effort and cost?	
		Does the software allow for data to be entered easily and efficiently, despite the user's level of technology?	
		Is there a place for JWB to easily distribute general system-wide announcements?	

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10	The system is easy and efficient for all users.	Is there a place for JWB to post documents such as user forms or special instructions?	
11	Ability to export all data to an FTP site so JWB can upload the data into the JWB Data Warehouse.	Can the data be uploaded to a JWB FTP site nightly? If so, what data types are available (i.e., SQL backup)? (See sample data export document.)	
		Are there any scheduling restrictions to the backup?	
		Can a data dictionary be provided?	
12	NA	Are there any additional features for the technology portion within this section that you think would benefit JWB that we did not include in our requirements?	

Participant Management Software (RFP)

Enter Respondent Name Here

Security			
Item #	Requirements	Questions	Responses
13	Ability to implement strong password policies.	What are the password minimum requirements?	
		What is the method for requiring users to change passwords?	
		Is there a mechanism for the user to change their own password? If so, please explain how this works.	
		Is there a lock-out process? If so, please explain.	
14	Ability to assign security roles to individual users (i.e., read-only, edit).	Describe the roles and their security functionality.	
		Is there the ability to customize user roles?	
15	Ability to set Grantee user access to only view or edit particular programs and/or providers and ability for JWB staff to see data from all programs and/or providers.	Explain how access to data is restricted at the program and Grantee level.	
16	Automatic log-off must occur after a period of inactivity.	Describe the system automatic log-off capabilities including the time-out policy. Can the time-out policy be adjusted.	
17	User access and data modifications are audited.	Describe the auditing procedures of the system and the ability for JWB Administrator to audit user access and data modifications.	
18	NA	Are there any additional features for the technology portion within this section that you think would benefit JWB that we did not include in our requirements?	

Participant Management Software (RFP)

Enter Respondent Name Here

Support			
Item #	Requirements	Questions	Responses
19	JWB prefers to be the centralized help desk for the grantors and the grantees. Vendor support must be readily available to the JWB administrator.	Does the JWB Administrator have the ability to perform general administrative functions in the system such as setting up new provider/programs, creating new users, resetting passwords and creating new field requirements, etc.	
		How will the JWB Administrator access vendor support?	
		What are the days and hours that vendor support is available?	
20	Vendor's Service Level Agreement includes (a) response and resolution times to a Severity Level One Incident, Severity Level Two Incident, and Severity Level Three Incident as defined in the Special Terms and Conditions; (b) shortened (minimum 50% shorter) response and resolution times for the foregoing if an incident occurs during the month of October ("Critical Period"); and (c) service level credits for failure to adhere to the foregoing and the Availability requirement as defined in the Special Terms and Conditions, and (d) meets or exceeds JWB's Special Condition for Service Level, Support & Maintenance.	Is there a consistently updated, section of the software where support information is available? For example, a stable and consistent knowledge base (KB) section.	
		Can JWB specify the priority of issues at the time of support notification?	
		Evaluation Committee: Does the Proposer's Service Level Agreement, provided as one of the Proposed Agreements, include all required information and does it meet or exceed all of JWB's Service Level, Support & Maintenance contractual requirements.	NA
21	NA	Are there any additional features for the technology portion within this section that you think would benefit JWB that we did not include in our requirements?	

Instructions

Pricing Form Legend

All black cells required.

All other cells are locked.

Insert Proposer Name in Row 1 of each tab.

Proposer must complete all of the worksheets (tabs) in this pricing form workbook. It is the responsibility of the Proposer to ensure the accuracy of the pricing. Any errors or inaccuracies in the provided templates are the responsibility of the Proposer. JWB requests a firm, fixed price for each component described below and included in this workbook as individual tabs:

- Annual Subscription Fees
- Professional Services

Please review the following requirements and instructions for completing the pricing forms:

- 1 Proposers must provide prices in U.S. dollars.
Proposer must make clear the rationale and basis of calculation for all fees, including CPI factor used, if applicable.
- 2 Pricing forms must be submitted in the exact format as provided (e.g. no macros, formulas, additional columns, modifications, passwords, etc.).
- 3 Proposers may propose optional products and services. Please describe accordingly using "optional" in the comments column.
- 4 Proposers may provide alternative pricing options. Each alternative must be submitted using a separate Microsoft Excel pricing form workbook with a description of the alternative.
- 5
- 6 Provide comments, assumptions, or further description, as appropriate.

Enter Proposer Name

Summary

Product Name	Annual Price	Initial 5-Year Term	Annual Renewal Pricing Notes
Annual Subscription Fee	\$0.00	\$0.00	
Professional Services (one time cost)	\$0.00	\$0.00	
TOTAL	\$0.00	\$0.00	

Enter Proposer Name

Annual Subscription Fee(s)

Subscription Name	Item Number	Description	Unit Price	Units	Annual Price	Assumptions/Notes
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	

Subtotal

\$0.00

