

PROCUREMENT DIVISION



March 23, 2009

Ref: P-39-09 Fitness Program Administrator

Dear Consultant:

The Department of Finance/Human Resources Division, of the City of Jacksonville, Florida, will require the services of a consultant/firm to provide the referenced services. Enclosed is a copy of the Request for Proposal.

In order to establish a list of qualified, interested and available people, this letter is being directed to you. If interested in providing the specific services, please provide the City with the following:

- A) ONE (1) ORIGINAL AND THREE (3) COPIES of your proposal, unless additional copies are otherwise requested in the Request for Proposals, specifically stating your interest and any other specific information or statements called for in the enclosed Request for Proposals.
- B) Complete information about your firm and staff qualifications.
- C) A list of projects which indicate specific background and experience in the program area being considered.
- D) A quotation of proposed rates, fees or charges and other detailed cost proposal or cost breakdown information, if applicable.
- E) Please note: copies of the firm's financial statement (if required), may be submitted in FOUR (4) sealed envelopes, each envelope clearly labeled "Pursuant to Section 119.071(1)(c), Florida Statutes, the document contained herein is exempt from the mandatory disclosure requirements of the Florida Public records Law. Accordingly it is not Subject to Public Inspection." Include your firm's name and the number of the project as shown above. In certain cases (roads and public works projects) may not be subject to the Public Records Law.

Please note:

- 1) Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or proposer.

DEPARTMENT OF CENTRAL OPERATIONS

117 W. Duval Street, Suite 335 | Jacksonville, FL 32202 | Phone: 904.630.1184 | Fax: 904.630.2151 | www.coj.net

- 2) A person or affiliate who has been placed on the State of Florida 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 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 any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.
- 3) Collusion: The Proposer, by affixing his signature to this proposal agrees to the following: "Proposer certifies that this proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same service; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action."

Any questions regarding this RFP should be submitted via e-mail to Mark Jones at MarkJones@coj.net no later than 12:00 PM EST on Wednesday, April 1, 2009. The answers to the questions received will be sent to you in the form of an addendum. Please provide an e-mail address to receive your addendum.

Your proposal must clearly bear the RFP number (P-39-09) and must be received no later than 4:00 p.m. Friday, April 10, 2009, and directed to:

City of Jacksonville
Department of Procurement
Attn: Professional Services Specialist
117 West Duval Street, Suite 335
Jacksonville, FL 32202

Your package/proposals must be date and time stamped upon receipt. If it "appears" in our offices after the deadline and there is no date/time stamp, it will be rejected. Allow sufficient time to go through security check in order to obtain your visitor's pass.

Yours very truly,



Michael Clapsaddle, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

MC: ab
cc: Subcommittee Members
Council Auditor

REQUEST FOR PROPOSAL

FITNESS PROGRAM ADMINISTRATOR

RFP NUMBER P-39-09

For

City of Jacksonville, Florida

I. General Information

Owner: City of Jacksonville

Operator: Risk Management

Location: 231 E Forsyth St, Room 470
Jacksonville, FL 32202

II. Description:

- Equal Business Opportunity Program**

It is an official policy of the City of Jacksonville to encourage the maximum participation of Jacksonville Small and Emerging Businesses (JSEB) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regard to enhancing participation of JSEBs in all areas of procurement.

***Note: JSEBs participating on City projects must be certified as a JSEB with the City's Equal Business Opportunity Office.**

This project has been designated to be under the Equal Business Opportunity Program and established Encouragement Plan. Please see attachment Attachment C.

- **Project Scope**

This is a Request for Proposal (RFP) for a consultant/firm to provide and administer a Fitness Program to be utilized by The City of Jacksonville, Jacksonville Sheriff Office and Jacksonville Fire Rescue Department

- **Scope of Services**

The Risk Management Division of the City of Jacksonville presents this Request for Proposal (RFP) for a Fitness Program Administrator to provide the facilities, staff, expertise and guidance for a fitness program. The eligible participants will be The City of Jacksonville's First Responders (Jacksonville Sheriff's Office and Jacksonville Fire Rescue Department) and limited other City of Jacksonville employees based on available openings and to be determined by Risk Management. The terms of the contract will be on a fiscal year basis with an option for four one year renewals.

Participation in the program is voluntary. The employee is free to terminate their participation at any time. The employee is not required to participate in the program as a condition of their employment. This program does not take the place of or is a substitution for any physical fitness or regular exercise requirements of JSO or JFRD employees.

To remain eligible in this program the employee must continue to make substantial progress in weight loss and physical conditioning. In the event the employee fails to do so, upon the program administrator's review of their history, the employee can be terminated from the

program due to lack of progress and/or failure to cooperate with the directions of the providers.

Due to the limited funds and expected participation rates the frequency of repeat participation of an employee must be limited and will be reviewed by the Risk Manager and Program Administrator designated by the Risk Manager prior to the employee re-entering the program.

The program is intended to increase the function strength and conditioning of our first responders while also promoting health, safety and fitness through education and lifestyle changes. This will not only benefit the first responders but the citizens they are called on to protect.

This program will include the services of personal trainers, a registered dietician and medical physician. The Fitness Program Administrator shall be responsible for contracting with the registered dietician and medical physician(s) and making them available as needed.

Employees that enroll (enrollees) will have a pre-screening physical by the physician to determine any medial issues (HTN, BP, arrhythmia, asthma, etc) that may restrict the enrollee's participation in training. The physician will identify the enrollee's medical condition and medical issues and give medical clearance to the enrollee to participate in the program. The physician will not prescribe any medication. If during the course of pre-screening it is discovered that enrollee needs to be treated for a medical condition, he or she will be referred to his/her primary care physician for medical treatment and the services will be billed to enrollee's health insurance. The medical physician will be made available for medical supervision strictly associated with the program.

This program is not a part of any treatment or care related to or arising from worker's compensation. For this reason any employees identified with a medical condition during the course of this program will be referred to their primary care physician under their health insurance for treatment and management of the condition.

After the pre-screening with the physician, enrollee will meet with a dietician who will review the physician's recommendations and initiate a nutrition plan (weekly menus) for the enrollee. Enrollee will be given a journal to track food and beverage consumption. The dietician will be responsible for monitoring the journals. Enrollees will be given a copy of "Eat This Not That" by David Zinczenko, Matt Goulding as a reference while eating on the go as many first responders have to do. Weight loss goals will be discussed and set for enrollee by the dietician. The dietician will be available for monthly follow ups to monitor progress and goals and provide nutritional data and support to enrollees.

After clearance from the physician, enrollees will meet one-on-one with a certified personal trainer. The personal trainer will take measurements including weight, height, resting metabolic rate measurement, and body fat composition. Goals will be discussed and set by certified personal trainer regarding fitness regimen. Certified personal trainer shall set a training program for workouts three times per week based on measurements, goals and occupation. The certified personal trainers shall be made available to work with enrollees in small groups (not to exceed 5 to 1) during program workout hours. Certified personal trainers will keep attendance to document participation.

All physical training associated with this program must be performed under the direct supervision of the personal trainers at the facility's location. The personal trainers are not to provide additional exercise or directions to be performed outside of their direct supervision and/or facility location.

Training shall be made available at the training facility of the Fitness Program Administrator to assure accurate use of equipment/techniques, program participation and team building and

support. Enrollees will also be given the option to train at designated JSO and JFRD facilities in Jacksonville for convenience. Workouts at participating City facilities will be directed by certified personal trainers employed by the Fitness Program Administrator. This initial phase of the program will be eight weeks long. Depending on physical conditioning and weight loss needs, some employees will remain in the initial phase longer than 8 weeks, but not to exceed 16 weeks total and the City will continue to be billed on a monthly rate.

Monthly measurements shall be taken by personal trainers to ensure accuracy of measurements. Measurements and test results will be kept on file by Administrator and used to track progress toward goals. Body composition testing and metabolic testing will be conducted at least quarterly to track enrollees' progress.

The Fitness Program Administrator will meet with City of Jacksonville Administration monthly and provide documentation supporting results of the program. Such documentation must include spreadsheets showing attendance with number of scheduled appointments missed; weekly weigh ins to document weight loss and physical conditioning measures to show improvement in conditioning.

Fitness Program Administrator will work with up to two representatives of Jacksonville Sheriff's Office and two representatives from Jacksonville Fire Rescue Department to assist in these individuals in obtaining their personal trainer certification.

After an enrollee's eight week program is completed he or she may continue a fitness program lead by JSO and JFRD representatives that have obtained certified personal trainer accreditation. This training will take place at participating City facilities. The Fitness Administrator will make available certified personal trainer's to oversee and assist when needed.

The only required travel will be limited to local travel to the participating fitness facilities of JSO and JFRD and City of Jacksonville Administration offices.

Interested bidders should provide a quote to provide services as outlined in Attachment "A". There is expected to be up to 400-500 participants per year in this program. The City of Jacksonville has the option of replacing someone that is terminated or quits the program with a replacement. Additional enrollees or replacement enrollees will begin training at the first of a new month for billing purposes. All costs (including overhead costs), services, membership fees, general fees and expenses shall be included in the per person quote provided in Attachment "A". There shall be no additional fees or costs billed to City of Jacksonville for services rendered. The City shall be billed at the end of every month.

- **Proposal Delivery Location:**

City of Jacksonville
City Hall at St. James Building
Department of Procurement
Attn: Professional Services Specialist
117 West Duval Street, Suite 335
Jacksonville, Florida 32202

III. Consultant Selection

The selection and contracting with a Consultant for these services will be in accordance with Part 3 of Chapter 126, otherwise known as the Purchasing Code, of the Jacksonville Ordinance Code; Part 3 as provided in Section X hereof.

IV. Minimum Requirements of Consultant

The Fitness Administrator must have a minimum of 5 years experience providing corporate programs and medically-based weight loss programs in Jacksonville, FL. The Fitness Program Administrator must employ a staff of Certified Physical Trainers large enough to provide services to 400-500 City of Jacksonville employees in physically demanding occupations. The staff members providing personal training services must have a four year degree in Exercise Physiology, Exercise Science, Exercise Biomechanics or Sports Medicine and hold a certification in personal training through the National Strength and Conditioning Association, American College of Sports Medicine, or National Athletic Trainers' Association. The certified personal trainers must have at least 2 years continuous experience as a full time certified personal trainer. The Fitness Administrator must have enough certified personal trainers on staff so that the ratio of the work out groups does not exceed a 5 to 1 (employees to trainer) ratio. The Fitness Administrator must be able to provide extended hours to assure the enrollees have access and are able to participate in the program. The Fitness Program Administrator must provide a registered dietician and medical physician. The facilities must be at least 15,000 square feet in order to host training sessions for City of Jacksonville personnel. The facility must be equipped with cardiopulmonary testing equipment and metabolic testing equipment. The facility must be equipped with a scientific and industry accepted precise method for body fat composition. The body mass index, skin fold estimation, bioelectrical impedance and similar methods are not acceptable to utilize in this program. We desire use of the Bod Pod or another method (with supporting documentation) of similar precision to be utilized to determine body fat composition.

V. Timing

It is desirable for the consultant to begin work within 10 days after the City executes the contract. The initial agreement for these services will run from the time the City executes the contract through September 30, 2009, and the City will have the option to extend such agreement for up to four (4) one (1) year additional periods upon satisfactory performance by the consultant.

VI. City of Jacksonville Project Manager

The Project Manager for this project will be, or will be designated by: Charles Spencer, Title: Risk Manager, Address: 231 E Forsyth St, Room 470 Jacksonville, FL 32202, Phone (904)630-7208. Information on the scope of the project which may be needed during preparation of a response to this RFP, may be obtained from Mark Jones, Title: Assistant Risk Manager, Phone: (904)630-7290.

VII. Fee Submittal:

Interested Consultants are required to submit a quotation of proposed rates, fees, or charges, and other detailed cost proposals or cost breakdown. Please complete Attachment "A".

Interested bidders should provide a per person cost to provide services. There is expected to be approximately 400-500 participants in this program. All costs (including overhead costs), services (including those of the fitness facility, dietician and physician), membership fees, general fees and expenses shall be included in the per person quote provided in Attachment "A". There shall be no other fees or costs billed to City of Jacksonville for services rendered.

SELECTION CRITERIA

The Professional Services Evaluation Committee ("PSEC") shall determine qualifications, interest and availability by reviewing all written responses received that express an interest in performing these services, and when deemed necessary in the sole discretion of PSEC, by conducting formal interviews of selected respondents that are determined to be the best qualified based upon the evaluation of written responses. The determinations shall be based upon the following criteria, and respondents are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive. The response to each of the criterion will be evaluated relative to the other responses received and will be awarded a score of 1 through 10 points. Respondents are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion.

- I. **COMPETENCE.** Including professional and/or technical education and training; experience in the kind of projects to be undertaken; availability of adequate personnel, equipment and facilities and the extent of repeat business of the persons. Provide names and resumes of all individuals to be assigned to this project. List previous projects similar to the one in this RFP, which have been satisfactorily completed. Provide documentation tracking outcomes of the overall results of your corporate fitness programs. Provide at least two references from two separate corporate entities that have participated in your program.
- II. **CURRENT WORKLOAD.** Provide the number and size of the projects currently being performed. Discuss past ability to deliver projects on a timely basis under similar current workload conditions.
- III. **FINANCIAL RESPONSIBILITY.** Describe form of business, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank reference(s); past, present, pending and/or threatened legal proceedings within any forum; and any other information the Consultant may wish to supply to demonstrate financial responsibility. Failure to provide all listed information and documentation will result in score less than maximum for this criterion.
- IV. **ABILITY TO OBSERVE AND ADVISE WHETHER PLANS AND SPECIFICATIONS ARE BEING COMPLIED WITH, WHERE APPLICABLE.** Describe experience, ability, and understanding of Consultant and assigned personnel in observing and monitoring instruction or direction to similarly related tasks.
- V. **PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS WITH CITY AGENCIES AND OTHERS.** Provide a list of completed projects that are similar in nature and scope to the project under consideration with references to include owner's contact person and telephone number. Describe any outstanding accomplishments that relate to specific services being sought. Responding to this evaluation criterion necessitates that proposers include statements of their past and present record of professional accomplishments or performance: (i) on projects undertaken for the Jacksonville Airport Authority, JEA, Jacksonville Port Authority, Jacksonville Transportation Authority, Duval County Public Schools and the City of Jacksonville and its various "using agencies," which is defined in Jacksonville Ordinance Code as "a department, division, office, board, agency, commission or other unit of the City and an independent agency required by law or voluntarily requesting to utilize the services of the [Procurement] Department"; and (ii) on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. Respondents are requested to state with specificity whether or not, within the past five years, they have provided the scope of services contemplated herein within the State of Florida.

- VI. PROXIMITY TO THE PROJECT.** Document the location of respondent's corporate headquarters, which, if located in Jacksonville, Florida, no further information is required under this criterion and maximum points will be awarded. If respondent's corporate headquarters are not located in Jacksonville, Florida, please document the location and the nature of business of respondent's branch office(s), if any, that are located in and/or that are closest to Jacksonville, Florida, the number of employee assigned thereto and the period of continuous existence thereof. Additionally, respondents are requested to demonstrate, define and provide examples of their ability to provide the services contemplated herein in a manner comparable to having a local office in Jacksonville, Florida.
- VII. PAST AND PRESENT DEMONSTRATED COMMITMENT TO SMALL AND MINORITY BUSINESSES AND CONTRIBUTIONS TOWARD A DIVERSE MARKET PLACE.** Responding to this evaluation criterion necessitates that proposers indicate their past and present commitment to minority, women-owned, small and emerging businesses. More specifically, responses to this evaluation criterion should include, without limitation, statements that document the proposer's: (i) commitment to diversity among the directors, officers, members and/or employees that make up its firm; (ii) commitment to diversity within its community and beyond; (iii) commitment to and/or utilization of minority, women-owned, small and emerging businesses on past projects; and (iv) commitment to and/or utilization of minority, women-owned, small and emerging businesses, certified JSEBs in particular, for the project solicitation in question.
- VIII. ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS.** Describe the respondent's understanding of the requirements of this solicitation, and its ability, approach and/or plan to satisfy the same in complete compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations.
- IX. AN OVERALL WILLINGNESS TO MEET BOTH TIME AND BUDGET REQUIREMENTS FOR THE PROJECT.** Describe the respondent's overall willingness to meet both time and budget requirements for the project and, subject to Chapter 126, Part 3, Jacksonville Ordinance Code, 126.302(e) in particular, provide your proposed total compensation and unit price quotations, including, without limitation, hourly rates, fees, or other charges that will ultimately be used during contract negotiations as specified in Attachment "A".
- X. THE VOLUME OF CURRENT AND PRIOR WORK PERFORMED FOR USING AGENCIES SHALL BE CONSIDERED A MINUS FACTOR.** Provide a list of all local government projects on which respondent has been awarded fees during the past five (5) years. Include only those projects on which respondent was the Prime Consultant (do not delete fees paid to sub consultants or others). Such list shall include all work for the City of Jacksonville's using agencies, as well as the Jacksonville Transportation Authority, the Jacksonville Economic Development Commission, the Jacksonville Children's Commission and the Duval County Finance Authority. If the respondent has not performed work for any of these agencies during the past five (5) years, the response should so clearly state.

Respondent will be required to sufficiently document its responses to each evaluation criterion. Failure to provide complete and accurate information for each of the above Evaluation Criteria will result in lower scores.

XI. Indemnification Agreement*

The City will require the following indemnification clause to be made part of the contract Agreement entered into with the selected Consultant.

The Consultant including its employees, agents, and sub consultants, shall hold harmless, indemnify, and defend the City, its directors, officers, employees, representatives, and agents against any claim, action, loss, damage, injury liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the Consultant's, its employees', agents, and/or sub consultants' performance of this Contract or work performed there under. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

***Note: All RFPs insurance and indemnification language must be reviewed and approved by the Risk Management Division prior to submitting to Professional Services for inclusion on the PSEC Agenda.**

XII Insurance Requirements:*

Consultant and its sub-consultants shall procure and maintain during the term of the project, insurance of the type and in the minimum amount stated below:

SCHEDULE	LIMITS
Workers Compensation	Florida Statutory Coverage
Employer's Liability	\$100,000 Each Accident
(including appropriate Federal Acts)	\$500,000 Disease Policy Limit
	\$100,000 Each Employee/Disease
Commercial General Liability	\$2,000,000 General Aggregate
(including premises operations,	\$1,000,000 Products/Comp.Ops Agg.
and blanket contractual liability)	\$1,000,000 Personal/Advertising Injury
	\$1,000,000 Each Occurrence
	\$5,000 Medical Expenses
(The City of Jacksonville shall be named as an additional insured under all of the above Commercial General Liability coverage)	
Professional Liability	\$1,000,000

Professional Liability coverage will be provided on an Occurrence Form or Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a two year extended reporting tail beyond the annual expiration date of the policy.

Said insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing any work on the project, Certificates of Insurance approved by the City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to the City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by the City.

Anything to the contrary notwithstanding, the liabilities of the Consultant under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the consultant shall relieve the consultant or its sub-consultants from responsibility to provide insurance as required by the contract.

XIII Prompt Payment to Subcontractors and Suppliers:

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

XIV. CONFLICT OF INTEREST:

Section 126.112 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or proposer

XV. STATE OF FLORIDA CONVICTED VENDOR

A person or affiliate who has been placed on the state of Florida 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 any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

XVI. CONFORMITY TO APPLICABLE LAWS

The Consultant must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to, the "Public Records Law", Chapter 119, Florida Statutes (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a Subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract

XVII. CONTINGENT FEES PROHIBITED

The Consultant must warrant that it has not employed or retained a company or person, other than a bona fide employee or subcontractor, working in his employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making a contract with the City.

XVIII. TRUTH IN NEGOTIATION

The Consultant understands and agrees that execution of the Agreement shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further the Consultant agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the City determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

XIX. AUDIT PROVISIONS

Chapter 126.109 of the Purchasing Code: A person providing capital improvements, contractual services, supplies or professional services with a value in excess of eight thousand dollars, computed on a cumulative basis for all the transactions during a fiscal year of the City, and purchased by the City pursuant to a method of purchase other than by formal competitive bid, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to allow access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

XX. ETHICS PROVISION FOR PROFESSIONAL SERVICES

The City will require the following ethics provision clause to be made part of the contract Agreement entered into with the selected Consultant(s) for

"ETHICS PROVISION FOR PROFESSIONAL SERVICES

The Consultant, by affixing its signature to this contract, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in Chapter 602, Jacksonville Ordinance Code, and the provisions of the Purchasing Code contained in Chapter 126, Jacksonville Ordinance Code."

XXI. JOINT VENTURE SUBMITTALS

Joint Venture Enterprise means an association of two or more business enterprises acting as a contractor and performing or providing services on a contracting opportunity in which each joint venture partner combines property, capital, efforts, skills, and/or knowledge. The joint venture association should be limited in scope and duration.

The following procedures shall apply with respect to certified African-American, Asian-American, Hispanic-American, Native-American or Women's Business Enterprise Joint Ventures.

(a) A joint venture shall be considered a certified African-American, Asian American, Hispanic American, Native-American or Women's Business Enterprise for the purposes of award of a contract when at least one joint venture partner is a certified African-American

ATTACHMENT "A" (1 of 1)

NAME OF CONSULTANT_____

Proposal Number_____

Bidders are asked to provide quotes for both Option 1 and Option 2 Schedule of Proposed Rates.

SCHEDULE OF PROPOSED RATES

OPTION 1

Note: When providing quotes for Option 1 it should be understood that the quote for the flat lump sum monthly fee is to include the fees for all testing, dietician services, physician services and fitness administrator's services.

1. A flat lump sum monthly fee to provide services described in the Scope based on ≤ 100 annual enrollees \$_____
2. A flat lump sum monthly fee to provide services described in the Scope based on 101-150 annual enrollees \$_____
3. A flat lump sum monthly fee to provide services described in the Scope based on 151-200 annual enrollees \$_____
4. A flat lump sum monthly fee to provide services described in the Scope based on 201-250 annual enrollees \$_____
5. A flat lump sum monthly fee to provide services described in the Scope based on 251-300 annual enrollees \$_____
6. A flat lump sum monthly fee to provide services described in the Scope based on 301-350 annual enrollees \$_____
7. A flat lump sum monthly fee to provide services described in the Scope based on 351-400 annual enrollees \$_____
8. A flat lump sum monthly fee to provide services described in the Scope based on 401-450 annual enrollees \$_____
9. A flat lump sum monthly fee to provide services described in the Scope based on 451-500 annual enrollees \$_____

Or

OPTION 2

- A) Pre-Screening fee per employee: \$_____/enrollee
Charges for tests, dietician services, physician services and fitness assessment
If there is a discount for volume please provide a breakdown
- B) Per person monthly rate for fitness program services based on number of enrollees at the beginning of the month \$_____
(New enrollees or replacement enrollees will begin at the beginning of a new month)
If there is a discount for volume please provide breakdown
- C) Per person rate to train designated enrollees to become Certified Personal Trainers \$_____
This fee will include free consultation services for one year to the enrollees once they obtain their Certified Personal Trainer status and a minimum of quarterly visits to oversee the programs put into place by the Certified Personal Trainers.

ATTACHMENT "B" (1 of 1)

CONFLICT OF INTEREST CERTIFICATE

RFP No. _____

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

SECTION I

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

_____ Signature	_____ Company Name
_____ Name of Official (Type or Print)	_____ Business Address
_____ City, State, Zip Code	

SECTION II

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

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____

_____ Signature	_____ Company Name
_____ Print Name of Certifying Official	_____ Business Address
_____ City, State, Zip Code	

ATTACHMENT "C"

PUBLIC OFFICIAL DISCLOSURE

Section 126.112 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held: _____

Position or Relationship with Bidder: _____

SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Name of Bidder: _____

Project Title: _____

Bid Number: _____ Total Base Bid Amount: _____

***Please list all JSEB'S first**

Full Company Name	JSEB Classification (African-American, Women, Asian or Hispanic)	Type of Work to be Performed	Total Contract Value
			\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$

Attach additional list of subcontractors/sub-consultants as needed

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES	
African-American Participation Total	\$
Hispanic-American Participation Total	\$
Native-American Participation Total	\$
Asian-American Participation Total	\$
Woman Participation Total	\$

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature of Prime Contractor: _____ Title: _____ Date: _____

Print Name: _____

LETTER OF INTENT
TO PERFORM AS A SUBCONTRACTOR or SUB-CONSULTANT

(Name of JSEB Supplier/Consultant/Subcontractor)

Name of Project: _____ Bid Number: _____

JSEB GROUP STATUS:

- ☐ African-American
- ☐ Woman Business Owner
- ☐ Asian-Americans
- ☐ Hispanic-Americans
- ☐ Native-Americans

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

*Scope of Work

*Total Price of work to be performed or materials to be supplied including Sales Tax

\$

Signature of JSEB

Title

Date

*Scope of Work and Price are covered under Base Bid only.

**Total price must be filled in on this form in order for participation to be considered valid.
This form must be used for Letter of Intent.**

**CITY OF JACKSONVILLE
EQUAL BUSINESS OPPORTUNITY PROGRAM**

CONSULTANT AND CONTRACTOR'S MONTHLY REPORT

PRIME CONTRACTOR NAME: _____
 PROJECT TITLE: _____
 PROFESSIONAL SERVICES NO. _____ - OR -
 CITY BID NO.: _____
 CURRENT CONTRACT TOTAL AMOUNT \$ _____
 CITY CONTRACT NO. _____

INVOICE INFORMATION					
INVOICE NO.: _____		CURRENT INVOICE \$: _____			
FOR PERIOD ENDING DATE: _____		CUMULATIVE INVOICED \$: _____			
CONTRACT % COMPLETE: _____					
CONTRACT GOAL TRACKING					
JSEB/JSEB GOAL \$: _____		JSEB/JSEB GOAL %: _____			
PRIOR MONTH CUMULATIVE JSEB/JSEB \$: _____		FORMULA FOR CURRENT MONTH %: CUMULATIVE \$ / CUMULATIVE \$ INVOICED			
PRIOR MONTH CUMULATIVE NON- JSEB/JSEB \$: _____					
CUMULATIVE JSEB/JSEB \$: _____					
CUMULATIVE NON- JSEB/JSEB \$: _____					
		CUMULATIVE JSEB/JSEB %: _____			
		CUMULATIVE NON- JSEB/JSEB %: _____			
JSEB/JSEB SUBCONTRACTORS TO BE PAID FROM THIS INVOICE					
COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB/JSEB TYPE ¹	TYPE OF WORK ²	\$ THIS PAYMENT
Use Sheet 2 if additional lines are needed.					TOTAL
NON-JSEB/JSEB SUBCONTRACTORS TO BE PAID FROM THIS INVOICE					
COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	Type	TYPE OF WORK ²	\$ THIS PAYMENT
			N/A		
			N/A		
			N/A		
			N/A		
Use Sheet 3 if additional lines are needed.					TOTAL

¹JSEB (Jacksonville Small Emerging Business) / JSEB (Minority Business Enterprise) TYPES: AA: African-American; WBE: Woman; HA: Hispanic- American, ASA: Asian-American, NA: Native-American

²TYPE OF WORK: Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support, etc...

FOR CITY OF JACKSONVILLE USE ONLY

DATE PROCESSED	DOCUMENT NO.	INDEX CODE – SUBOBJECT - PROJECT NO. - DETAIL	\$ THIS PAYMENT

Notes:

1. THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.
2. Contractor shall attach to this form a typewritten explanation of any differences in JSEB/JSEB participation from original contract commitment.