



Request for Qualifications

Construction Services

Issued: Friday, January 14, 2022

Solicitation #: 00004

Contracting Agency

Downtown Vision, Inc.

214 North Hogan Street, Suite 120

Jacksonville, Florida 32202

www.downtownjacksonville.com

Responses Due: Friday, February 18, 2022 by 3:00 PM, EST

Pre-Proposal Meeting:

Friday, January 28, 2022 at 2:00 PM

Virtual Via Zoom:

Link: www.zoom.us/join

Meeting ID: 857 3761 1628

Passcode: 958131

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Section 1: Invitation, Background, and Schedule

1.1 Invitation

Downtown Vision, Inc. (“DVI”), the non-profit Business Improvement District in Downtown Jacksonville, Florida, intends to hire a qualified Construction Firm to provide the services described in Section 5 of this Request for Qualifications (“RFQ”). Firms interested in submitting a response to this RFQ (“Response”) should carefully review the enclosed instructions.

1.2 Downtown Vision, Inc. Overview

DVI is the 501(c)(6) Business Improvement District (“BID”) for Downtown Jacksonville, Florida. It is led by a Chief Executive Officer and governed by a Board of Directors representing the interests of Downtown private property owners and other stakeholders. Its primary funding source is a special assessment paid by commercial and residential private property owners within the BID boundaries. DVI uses these funds to provide urban place-management and revitalization services. Its **mission** is to create and support a vibrant Downtown and to promote Downtown as an exciting place to live, work, visit, and invest. Its **vision** is a dynamic, 24-hour, pedestrian Downtown that serves as the premier center for the arts, dining, retail, entertainment, business, and urban living in Northeast Florida.

1.3 Background

Recognizing the value that DVI’s services add to the community goal of a revitalized Downtown, the City of Jacksonville (“City”) has approved the development of the ground level retail space of the City owned parking garage located at 35 West Duval Street, Jacksonville, FL 32202 into space suitable to serve as the headquarters for DVI’s administrative and Downtown Ambassador Program operations (the “Project”). The Project has been approved by the City of Jacksonville as part of the 2021-2025 Capital Improvement Plan and Fiscal Year 2021-2022 municipal budget.

1.4 Anticipated Schedule

Commencement of construction of the Project is contingent upon two primary factors: execution of a construction services contract(s) between DVI and one or more successful Respondent(s) (“Construction Contract”) and execution of a cost disbursement contract between DVI and the City (“City Contract”). The anticipated timeline for both processes, leading to mobilization and commencement of construction, is laid out below. The below identified dates and timeframes are projected and subject to change both based on DVI’s discretion and due to unforeseen circumstances outside of DVI’s control.

Construction Contract

- a. RFQ Issue Date – Friday, January 14, 2022
- b. Short-List Notified and Proposals Requested – Friday, February 25, 2022
- c. Proposals Scored and Contract Negotiated – March / April 2022
- d. Award announced and Contract Executed by DVI and Respondent – May 2022

City Contract

- a. Contract Introduced to City Council – February 2022
- b. Contract Reviewed by City Council and Committees – February / March 2022
- c. Contract Approved by City Council – April 2022
- d. Contract Executed by DVI and the City – May 2022

Mobilization – May / June 2022
Construction Commences – July 2022

Section 2: General Information and Instructions

2.1 Pre-Response Meeting

A virtual Pre-Response meeting will be held at 2:00 PM EST on Friday, January 28, 2022. Attendance at the Pre-Response Meeting is not mandatory. Prospective Respondents can access the meeting at:

Link: www.zoom.us/join
Meeting ID: 857 3761 1628
Passcode: 958131

2.2 DVI Contact

The DVI Contact for this RFQ is:

Eric Miller
eric@downtownjacksonville.org
Vice President of District Services; General Council
Downtown Vision, Inc.
214 North Hogan Street, STE 120
Jacksonville, FL 32202

2.3 RFQ Questions

It is the responsibility of the Respondent to request clarification on any aspect of the RFQ that is not understood. Questions should be submitted in writing by email only to DVI at **eric@downtownjacksonville.org** with the subject line: “**RFQ DVI HQ 2022 Questions.**” All questions must be submitted by Wednesday, February 2, 2022 at 5:00 PM EST. All questions submitted thereafter will be precluded from consideration. Responses to all questions submitted according to the instructions herein will be emailed to all Prospective Respondents who attend the Pre-Response Meeting and posted on the DVI website at:

<https://downtownjacksonville.org/about-dvi/opportunities/>

A written addendum or amendment to this RFQ will provided to all prospective firms who attend the Pre-Response Meeting and posted to the DVI website shall be the only official methods by which interpretations, clarifications, changes, or additional information will be given by DVI prior to the opening of Responses.

2.4 Application of Chapter 126 and Other Laws

Generally, the selection of and contracting with a Respondent under this RFQ will be in accordance with Parts 2 and 7 of Chapter 126, Jacksonville Ordinance Code. Other provisions of federal, state, county, and local laws, and administrative procedures, policies, or rules may apply to this RFQ and any claims or disputes arising hereunder. Lack of knowledge of the law or administrative procedures, policies, or rules by any Respondent shall not constitute a cognizable defense against their effect.

2.5 Submission Instructions and Response Opening

- a. Submission Instructions:** Responses should be typewritten on a page size of 8.5” x 11” and utilize the format and cover all information requested in Attachment I hereto. To be considered, Responses must be submitted to the DVI Contact listed in Section 2.2 of

this RFQ by 3:00 PM EST on Friday, February 18, 2022. Any Response received after the deadline will not be considered. Any partial or incomplete Response will not be considered. DVI will accept no oral, written, or other form of amendment after the above deadline, unless requested by DVI. Responses which, in DVI's sole judgment, fail to meet the requirements of this RFQ or which are in any way conditional, incomplete, obscure, contain additions to or deletions from requested information, or contain errors may be rejected. Each Response must include:

- i. Four printed copies of the Response in one or more sealed envelopes clearly labeled with the title: "RFQ DVI HQ 2022 Response" and the firm name and business address; and
 - ii. One electronic copy of the proposal in .pdf form with the file title: "RFQ DVI HQ 2022 Response," either by email to the DVI Contact listed in Section 2.2 of this RFQ or provided on a USB Drive in the same sealed envelope as the printed copies referenced above.
- b. Response Opening:** Responses submitted by the above deadline shall be opened and recorded by DVI at 4:00 PM EST on Friday, February 18, 2022.

2.6 Ex-Parte Communications

Communications regarding this RFQ by a potential vendor, service providers, Respondent, lobbyist, or consultant to DVI employees, staff, or hired consultants are prohibited. Violations may result in the rejection / disqualification of a Response. The period for these prohibitions commences upon the advertisement of this RFQ and terminates after DVI's issuance of a written recommendation and decision. These prohibitions on ex-parte communications do not apply to the following:

- a. Communications regarding this RFQ to the DVI Contact, provided the communication is limited strictly to matters of RFQ process or procedure and follow the instructions listed in Section 2.3 of this RFQ;
- b. Communications regarding this RFQ at the Pre-Response Meeting;
- c. Any duly noticed meetings to determine competency of a potential Respondent during the period between the opening of Responses and DVI's issuance of a written recommendation and decision;
- d. Communication necessary for, and solely related to, the ordinary course of business concerning DVI's existing contract(s) for the materials or services addressed in this RFQ.

2.7 Public Records Law, Process for Protecting Trade Secrets, and Other Information

Respondent understands that, once submitted to DVI, Responses are public records unless exempt from disclosure under Florida law. If Respondent considers any portion of its Response to be exempt from disclosure under Florida law, Respondent must provide DVI with a separate, redacted copy of the Response and briefly describe in writing its grounds for claiming exemption, including the specific statutory citation. Respondent shall be responsible for defending its determination that the redacted portions of its Response are confidential, trade secret, or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify DVI for any and all claims arising from or relating to Respondent's determination that the redacted portions of its Response are confidential, trade secret, or otherwise not subject to disclosure.

2.8 Multiple Responses from the Same Proposer; No Collusion

More than one Response from an individual firm, partnership, corporation, or association under the same or different names is not permitted. Reasonable grounds for believing that a

Respondent is involved in more than one Response for the same work will be cause for rejection of all Responses in which such a Respondent is believed to be involved. Any or all Responses will be rejected if there is reason to believe that collusion exists between Respondents.

2.9 Conflict of Interest

Section 126.110 of the Jacksonville Ordinance Code requires a public official who has a financial interest in a bid or contract make a disclosure at the time the bid or contract is submitted or at the time 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, solicitation number, and the position or relationship of the public official with the Respondent. The parties will follow the provisions of Section 126.110, Jacksonville Ordinance Code, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent that the parties are aware of the same. A Respondent must submit the Conflict of Interest Certificate attached to this RFQ as Attachment II.

2.10 Cost of Developing Responses to this RFQ

All costs related to the preparation of a Response and any related activities are the sole responsibility of the Respondent. DVI assumes no liability for any costs incurred by Respondents throughout the entire RFQ and resulting selection process.

2.11 Response Ownership

All Responses, including attachments, supplementary materials, addenda, etc..., shall become the property of DVI once submitted and shall not be returned to the Respondent. DVI will have the right to use any and all ideas or adaptation of ideas presented in any Response. Acceptance or rejection of a Response shall not affect this right.

2.12 Representations

In submitting a Response to this RFQ, Respondent understands, represents, and acknowledges the following (if Respondent cannot so certify to any of the following, Respondent shall submit with its Response a written explanation of why it cannot do so):

- a. Respondent is licensed to do business in the State of Florida and is pre-qualified to do business with the City pursuant to the requirements and procedures set forth by the City's Chief of Procurement and the Jacksonville Ordinance Code.
- b. Respondent currently has no delinquent obligations to DVI, the City, or any of their related entities or independent agencies.
- c. The Response is submitted in good faith and without any prior or future consultation or agreement with any other Respondent or potential Respondent.
- d. To the best of the knowledge of the person signing the Response, neither the Respondent nor its affiliates, subsidiaries, owners, partners, principals, or officers:
 - i. Is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on a public contract.
 - ii. Is currently under suspension or debarment by any governmental authority in the United States.
 - iii. Has within the preceding three years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with (i) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (ii) violating federal or state antitrust statutes; or (iii) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

- iv. Has within the preceding three year period had one or more federal, state, or local government contracts terminated for cause or default.
- e. Respondent is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- f. Respondent or any of its affiliates have not been placed on the State of Florida Convicted Vendor List pursuant to Section 287.133 within the preceding 36 months from the date of submission of the Response.
- g. Respondent or any of its affiliates have not been placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes.
- h. Neither Respondent nor any of its owners, officers, directors, employees, independent contractors, or agent is an Ineligible Person. For purposes of the representations and warranties contained herein, an Ineligible Person is an individual or entity who (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal Health Care Programs. Respondent shall immediately notify DVI of any change in its status.
- i. Respondent has read DVI's Diversity, Equity, and Inclusion Statement and Policy included as Attachment IV and agrees not to commit any act that would render an engagement with DVI in conflict with the principals espoused therein.
- j. Respondent has read and agrees to comply with the Non-Discrimination, Affirmative Action, and Equal Employment Opportunity Requirements included as Attachment V.
- k. Respondent has read and understands the RFQ terms and conditions and the Response is submitted in conformity therewith.
- l. Respondent agrees to comply with all federal, state, and local laws, rules, and regulations, as the same exist or may be amended from time to time, applicable to an engagement with DVI.
- m. All representations made by Respondent to DVI in connection with this RFQ have been made after diligent inquiry of its employees and agent responsible for preparing, approving, or submitting the Response.
- n. Respondent shall indemnify, defend, and hold harmless DVI and the City and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Response.
- o. All information provided and representations made by Respondent are material and important and may be relied upon by DVI in making any recommendation or decision related to this RFQ.

2.13 Protest and Related Procedures

In accordance with the procedures contained herein, any person or entity that is adversely affected by a recommendation or decision related to this RFQ and has appropriate standing to protest said recommendation or decision ("Protestant"), must timely file a written Notice of Protest seeking to challenge the recommendation or decision. The issue(s) raised and the information contained in the Notice of Protest and any supplemental documentation filed must clearly identify and explain the factual basis for any relief sought, and shall be the only issue(s) and information the Protestant may present for consideration before DVI.

a. Timely Notice of Protest:

- i. **Recommendations of Award and/or Rejection:** A Protestant shall have 48 hours after either the posting or written notification of the protested decision or recommendation related to this RFQ, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from:
 1. A recommendation to reject a Response;
 2. An award; or

3. The short-listing of Respondents.
- ii. **Form and Content of the Notice of Protest:** A written Notice of Protest shall:
 1. Be addressed to the DVI Contact listed in Section 2.2 of this RFQ;
 2. Identify the RFQ, decision, or recommended award in question by number and title or any other language sufficient to enable the DVI Contact person to identify the same;
 3. State the timeliness of the protest;
 4. State the Protestant's standing to protest; and
 5. Clearly state with particularity the issue(s), material fact(s), and the authority upon which the protest is based.
 - b. **Request for Extension to File Supplemental Protest Documentation:** At the time of filing a timely Notice of Protest hereunder, a Protestant may request an extension of three business days after the date its Notice of Protest is received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to do the same.
 - c. **Delivery:** The timely filing of a Notice of Protest shall be accomplished when said Notice is actually received by the DVI Contact within the applicable time limitation or period contained herein. Filing a Notice may be accomplished by manual transfer via hand delivery to the DVI Contact at the address listed in Section 2.2 of this RFQ. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant.
 - d. **Process:**
 - i. Upon receipt of a timely filed written Notice of Protest, the DVI Contact shall schedule and provide notice of the time, date, and place that the protest will be heard before the RFQ Selection Committee, which shall have the discretion to proceed with the protested recommendation or decision, or to suspend the same pending resolution of the protest. To the extent the RFQ Selection Committee decides to exercise their discretion not to suspend the recommendation or decision, the RFQ Selection Committee's designee shall set forth in writing the particular facts and / or circumstances upon which the decision is based.
 - ii. Those persons or entities, other than the Protestant, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing and the Notice of Protest and any supplemental protest documentation shall be made available to them upon a written request for the same.
 - e. **Protest Hearing Rules and Procedures:**
 - i. Hearings hereunder shall be heard before the RFQ Selection Committee, and will begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by the same representative. Representatives of the Protestant, limited solely to its owners, officers, and employees, will then be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. The maximum allotment of time for this presentation shall not exceed 30 minutes in duration. Such presentation(s) will be followed by a statement and a presentation of information from a representative of the RFQ Selection Committee. The RFQ Selection Committee presentation shall not exceed a one hour timeframe. The Protestant must establish by providing sufficient evidence the protest should be granted based upon the facts and information presented. The RFQ Selection Committee is entitled to ask question of any party at any time during the hearing.

- ii. Unless otherwise stated, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether the protested recommendation or the decision was clearly erroneous, arbitrary, capricious, fraudulent, or otherwise without any basis in fact or regulatory authority.
- iii. A majority vote of the members of the RFQ Selection Committee shall be required to grant relief for a protest hereunder; otherwise, the protest shall be denied, and, upon execution by the RFQ Selection Committee's designee, said vote and/or decision of the RFQ Selection Committee shall represent the final action.
- iv. The decision of the RFQ Selection Committee shall be issued within 48 hours of the conclusion of the hearing.

Section 3: Evaluation Criteria

The members of the RFQ Selection Committee shall independently evaluate all Responses to this RFQ and assign each a score based on the following criteria, each of which will be assigned weights as indicated in the below table.

3.1 All Responses:

Item in Attachment I(4)	Evaluation Criteria	Maximum Points
a	Experience, Competence in and Approach to the Construction of Various Similar Projects	30
b	Past professional accomplishments and performance	20
c	Availability of Adequate Personnel, Equipment, and Facilities	10
d	Recent, Current, and Projected Workload	10
e	Financial Responsibility	10
f	Location	10
g	Quality Control Plan	10
Maximum Score		100

Section 4: Evaluation and Award Process

4.1 Initial Screening

DVI staff shall conduct a screening of all Responses will be conducted to determine overall responsiveness. Responses determined to be incomplete or non-responsive will be disqualified. DVI reserves the right to waive any minor irregularity, technicality, or omission associated with any Response if DVI determines, in its sole discretion, that it would be in its best interest to do so.

4.2 Evaluation and Shortlist

All documents included in each Response will be evaluated and scored by the RFQ Selection Committee based upon the requirements of this RFQ and the criteria and weights described in Section 3 above. The average of the scores given to a Response by each member of the RFQ Selection Committee shall determine that Response's ranking. The RFQ Selection Committee may, in its discretion, elect to interview one or more Respondents to ask any questions clarifying the information contained in the Response prior to determining its final score. Following completion of the evaluation of all Responses, the at least three highest ranked Respondents

based upon their Responses' Final Scores will be selected for a "Short List" of Respondents. Those respondents not selected for the Short List will be notified in writing.

4.3 Proposals and Negotiations

Following the evaluation of Responses, the DVI will request proposals from each of the Respondents chosen for the Short List. Based upon a transparent and competitive evaluation of submitted proposals, DVI may, in its discretion, select one Respondent in which to engage in negotiations for a contract governing the services described in this RFQ.

DVI reserves the right to:

1. Negotiate terms and conditions of the resulting contract to obtain the most advantageous situation for DVI;
2. Negotiate for removals, additions, upgrades, or changes to proposed services, equipment, or both;
3. End negotiations with a Respondent and begin negotiations with another Respondent; and/or
4. End negotiations or decline to engage any Respondents in negotiations.

4.4 Award

Upon the completion of negotiations, in its discretion, DVI may elect to award a contract for all or part of the services described in this RFQ to one or more Respondents according to the negotiated terms and conditions. DVI will notify each Respondent, in writing, whether they received such an award. Any final contract award(s) shall be made publicly by resolution of the DVI Board of Directors. Those respondents on the shortlist not chosen for a contract award will be notified in writing.

DVI reserves the right to:

1. Choose any Respondent for all or part of the services described in this RFQ;
2. Refuse any-and-all Respondents who submit Responses to this RFQ and make an award to an alternate vendor; and
3. Make no award.

Section 5: Scope of Services

The scope of services required by the Contractor selected for this RFQ shall include all construction elements necessary for the development of the ground level retail space of the City owned parking garage located at 35 West Duval Street, Jacksonville, FL 32202 ("Project Site") into space suitable to serve as the headquarters for DVI's administrative and Downtown Ambassador operations (the "Project").

The Project Site, pictures of which are attached hereto as Attachment VI, measures approximately 14,800 square feet and currently includes an unlevel dirt floor, no interior walls, and no climate control infrastructure. The completed Project, an approximate floor plan for which is included at Attachment VII, will include office, storage, meeting, garage, and commercial retail space. Final construction drawings and specifications will be completed and construction permits obtained prior to the execution any contract resulting from this RFQ and will be incorporated into said contract.

6.1 Construction Phase Services: Complete all construction elements of the Project, including the provision of all equipment and personnel, fulfilling the following requirements:

- a. **Quality Management:** Document and implement a comprehensive quality management program that includes quality assurances and quality control measures.
- b. **Bonding Requirements:** Provide advice to DVI regarding the provision of bonds by trade contractors.
- c. **Contracting Methodology:** Provide assessment and recommendations regarding the manner in which the work is to be contracted.
- d. **Public Safety:** Prepare and implement a plan for protecting public and building occupants including interim life safety measures and infection prevention measures.
- e. **Inspections:** Coordinate inspection by all local, state, and federal authorities having jurisdiction. Ensure schedules reflect the required timing for all inspections and reviews.
- f. **Security:** Manage temporary and permanent contractor badging and any required site-specific training.
- g. **Subcontractor Management:** Represent DVI for pre-qualification of bidder, tendering, awarding, and administering all construction elements of the Project to be completed by one or more subcontractors.
- h. **Construction Site Safety:** Initiate and maintain all safety precautions and procedures for the project and assume primary responsibility for site safety.
- i. **Superintendence:** Assume responsibility for overall site superintendence and the coordination of all Subcontractors
- j. **As-Built Documentation:** Prepare and organize all as-built documentation, warranty, and operation maintenance manuals.
- k. **Operations Demonstration and Instruction:** Organize and implement meetings with DVI and DVI's representatives to demonstrate that all systems and equipment are functioning properly and ensure DVI has detailed explanations of the operation and maintenance of the equipment and systems.
- l. **Commissioning Management:** Organize and implement the plan for commissioning of all building systems as applicable.
- m. **Project Schedule:** Maintain the Master Project Schedule and make updates as appropriate. Provide written updates to the Project Schedule to DVI as requested.
- n. **Project Budget:** Maintain the Master Project Budget and make updates as appropriate. Provide written updates to the Project to DVI as requested.

6.2 Inspection and Acceptance

Upon receipt of Contractor's written notice that the Project is ready for Final Inspection and Acceptance, DVI or its representative will make inspections and issue a final certificate for payment stating the work has been completed in accordance with the requirements of the governing contract(s).

**ATTACHMENT I
RESPONSE FORMAT AND CONTENT**

Responses must be organized in the manner set forth below.

1. Title Page:

- a. RFQ Title
- b. RFQ Number
- c. Respondent Name
- d. Respondent Address
- e. Respondent Phone Number

2. Letter of Transmittal:

- a. Date of Letter
- b. RFQ Title
- c. RFQ Number
- d. Respondent Full Name
- e. Respondent Address
- f. Respondent Phone Number
- g. Names and Titles of Person's Authorized to make Representations for Respondent
- h. Respondent Federal Employer Identification Number
- i. Statement of Interest in the Project
- j. Acknowledgement that the Response is Based on the Terms set forth in this RFQ and all Amendments
- k. Signature of Proposer's Authorized Representative

3. Required Forms:

- a. Conflict of Interest Certificate
- b. Business References
- c. Proof of Insurance coverage of the types and in minimum amounts sufficient to satisfy the requirements of Attachment III.

4. Statement of Qualifications: This portion of the Response will be used to provide the information DVI needs to evaluate how well the Respondent meets the criteria listed in Section 3 of this RFQ. Failure to provide adequate information on any criterion will result in a lower score and could result in rejection of the Response as non-responsive. Please divide this portion of the Response into subsections that correspond to each of the listed criteria:

a. Experience, Competence In, and Approach to the Construction of Similar Projects (Ability of Professional Personnel):

- i. Identify the lead organization for the Respondent Team, the construction firm with whom DVI will be contracting and identify if this will be a partnership, corporation, joint venture, etc...
- ii. Identify key individuals and the Respondent Team Member firms by which those individuals are employed. Provide a clear definition of the role and responsibility of each key individual relative to their employing firm.
- iii. Provide one-page resumes of each of the key individuals identified in above and other personnel the Respondent considers critical to the successful completion of the Project.
- iv. Provide proof of insurance and bonding capacity adequate to compete the Project.

- v. Provide proof of licensing including occupational license tax for all business entities and individual professional members of the Respondent Team.
- b. Past Performance and Record of Professional Accomplishments:**
- i. **Reference Projects:** Provide information demonstrating the Respondent's qualifications for performing the work included in this RFQ. The information shall consist of a list of at least three but no more than five comparable or otherwise relevant project experiences from within the past five years, including years of construction experience. Provide a separate list of construction projects performed for DVI and/or the City if applicable. **For each project listed, provide:**
 - 1. A brief description of the project;
 - 2. The total construction budget for the project; and
 - 3. The name of the owner for whom the work was performed;
 - 4. The name, title, and phone numbers of the owner's representatives who can verify and discuss Respondent's participation in these projects.
 - ii. Provide brief answers and explanations to the following questions:
 - 1. Has any member of the Respondent Team defaulted or been terminated on any project within the last 10 years?
 - 2. In the past 10 years, has any member of the Respondent Team been suspended, debarred, disqualified from bidding, or declared ineligible to work by any entity or are any such action pending against them?
 - 3. How many contract claims were submitted in the past 10 years by members of the Respondent Team and how were they resolved?
 - 4. Provide a brief description of Respondent's approach to managing project schedules and avoiding or mitigating delays.
 - iii. Provide the current National Council on Compensation Insurance Experience Modification Rate ("EMR") for each member of the Respondent Team and all major anticipated sub-contractors. Note that the minimum acceptable EMR rating cannot exceed 1.0. If the EMR rating submitted is more than 1.0, Respondent will be regarded as non-responsive.
 - iv. Provide the Respondent's safety goals for the Project.
- c. Availability of Adequate Personnel, Equipment, and Facilities:** Provide concise information pertaining to the Respondent Team's ability to provide adequate personnel, equipment, and facilities in order to provide required construction and quality control services for the Project:
- i. Provide the Respondent Team organizational chart listing available personnel, equipment, and facilities in the construction and quality control activities.
 - ii. Demonstrate the Respondent Team's ability to commit necessary resources to successfully complete the Project.
- d. Recent, Current, and Projected Workload:** Provide the number and size of projects currently being performed. Discuss past ability to deliver projects on a timely basis under similar workload conditions.
- e. Financial Responsibility:**
- i. Indicate Respondent's form of business (e.g. corporation, partnership, joint venture, or sole proprietor). Provide information about years in business, change in ownership, bank references, and any other

- information the Respondent may wish to submit to allow DVI to verify financial responsibility of each member of the Respondent Team.
- ii. Provide the following financial information for each member of the Respondent Team. If the Respondent or a partner in a joint venture requires any financial information to be held in confidence, such information shall be submitted in sealed envelopes.
 1. The latest Dunn and Bradstreet rating;
 2. The current balance sheet;
 3. A bank letter that indicates the status of all accounts; and
 4. Other pertinent financial information;
 5. Disclosure of any unpaid judgments in excess of \$100,000; and
 6. Disclosure of any disputed or un-adjudicated claims in excess of \$50,000;
 - iii. Provide evidence of that the Respondent's current bonding capacity is at least \$3,000,000. This evidence shall be in the form of a commitment letter from a licensed bonding company.
 - iv. The Respondent (and joint-venture partners) shall provide a comparison of the anticipated gross monthly billings for the next 12 months for uncompleted work presently under contract, with monthly gross billings for design and construction over the past 24 months.
- f. **Location:** Document the location of Respondent's corporate headquarters. If located in Jacksonville, FL, no further information is required. If not located in Jacksonville, FL, please document that location and the nature of business in Respondent's branch office(s), if any, located in and / or are closest to Jacksonville, FL, the number of employees assigned thereto, and the period of continuous existence thereof. Additionally, such 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, FL or to show that a local office is not necessary to satisfactorily perform the services required for this Project.
- g. **Quality Control Plan:** Provide concise information with regards to how Respondent approaches quality control and how it proposed to incorporate DVI's quality assurance requirements into their Quality Control Program.

**ATTACHMENT I
CONFLICT OF INTEREST CERTIFICATE AND PUBLIC OFFICIAL DISCLOSURE FORM**

Respondent must execute either Section 1 or Section 2 hereunder relative to Section 126.201, Jacksonville Ordinance Code, and Section 112.313(12), Florida Statutes. Failure to execute either Section may result in rejection of the Response.

Section 1

I hereby certify that no official or employee of DVI or the City of Jacksonville 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 2

I hereby certify that the following named DVI or City of Jacksonville official(s) and employee(s) or independent agency 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
_____ Name of Official (Type or Print)	_____ Business Address
	_____ City, State, Zip Code

Public Official Disclosure

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

Public Official: _____

Position Held: _____

Position of Relationship to Bidder: _____

ATTACHMENT III
INSURANCE REQUIREMENTS

All Respondents must provide proof of insurance coverage of at least the following types and minimum amounts.

Schedule	Limits
Workers Compensation Employer's Liability (including appropriate federal acts)	Florida Statutory Coverage \$1,000,000 Each Accident \$1,000,000 Disease/Policy Limit \$1,000,000 Each Employee/Disease

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

Commercial General Liability	\$3,000,000 General Aggregate \$3,000,000 Products/Comp. Ops Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$50,000 Fire Damage \$5,000 Medical Expenses
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The policy shall be endorsed to provide a separate aggregate limit of liability applicable to the Services via a form no more restrictive than the most recent version of ISO Form CG 2503. Respondent shall continue to maintain products/completed operations coverage for a period of ten (10) years after the final completion of the Project. The amount of products/completed operations coverage maintained during the ten (10) year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by Respondent in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the services. Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by DVI and the City.

Automobile Liability (All-automobiles- owned, hired, or non-owned) (Coverage for all automobiles, owned, hired, or non-owned used in performance of Services)	\$1,000,000 Combined Single Limit
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Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract. Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of

Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Design Professional Liability \$5,000,000 Per Claim
\$10,000,000 Aggregate

Any entity hired to perform professional services as a result of this RFQ shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a ten (10) year reporting option beyond the annual expiration date of the policy.

Builders Risk 100% Completed Value of the Project

Such insurance shall be on a form acceptable to DVI and the City. The Builder’s Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder’s Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the Project. Named insured’s shall be: DVI, Respondent, City, and respective members, officials, officers, employees and agents and the Engineer, and the Program Management Firms(s) (when program management services are provided). The City and/or DVI as appropriate, their members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability \$5,000,000 Per Loss
\$5,000,000 Annual Aggregate

Any entity hired to perform services as a result of this RFQ for environmental or pollution related concerns shall maintain Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the Respondent, including transportation

Pollution Legal Liability \$5,000,000 Per Loss
\$5,000,000 Annual Aggregate

Any entity hired to perform services as a result of this RFQ that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste.

Umbrella Liability \$10,000,000 Each Occurrence/Aggregate

The Umbrella Liability policy shall be in excess of the above limits without any gap. The Umbrella coverage will follow-form the underlying coverages and provides on an Occurrence basis all coverages listed above. In the event that any part of the work to be performed hereunder shall require Respondent or Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, Respondent shall, before commencing any such

work, and at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require. The original of such policy shall be delivered to the railroad involved, with copies to DVI, City, and their respective members, officials, officers, employee and agents, Engineer, and Program Management Firm(s) (when program management services are provided). Respondent shall not be permitted to enter upon or perform any work on City parcels until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the City, and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.

ATTACHMENT IV
DIVERSITY, EQUITY, AND INCLUSION

Approved July 22, 2020

Statement

“Downtown Is For Everyone”

With its rich and diverse cultural history, Downtown Jacksonville is a place for everyone. As the manager of the downtown improvement district, Downtown Vision is committed to diversity, equity and inclusion. We seek to reflect that commitment by ensuring that everyone in Downtown is treated equitably, and are embraced, engaged and valued. When we celebrate and share in our varied backgrounds, experiences, talents, creativity, and knowledge, we grow together and build a vibrant future for Downtown together.

Policy

We are stewards for Downtown Jacksonville. We are also stewards of our employees and our community helping foster a culture of diversity, equity, and inclusion.

Diversity

We aim to reflect the beautiful diversity of the city in which we reside — embracing differences, encouraging each individual to bring their unique perspectives to make the organization and community better.

Equity

We commit to ensuring our employees and Downtown stakeholders have equal access, helping remove systemic barriers to any individual's opportunities to grow, contribute, and develop.

Inclusion

Building on a foundation of diversity and equal opportunities, we strive to provide a setting where people with different identities feel valued, leveraged, and welcomed within our organization and Downtown.

Our Commitment

We embrace and encourage all our differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make individuals unique.

Downtown Vision Inc.'s diversity initiatives are applicable—but not limited—to our practices and policies on staff and board recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of an environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all individuals
- Teamwork participation, permitting the representation of all groups and employee perspectives.
- Accommodation of different individuals varying needs.
- Contributions to the communities we serve to promote a greater understanding and respect for diversity.

ATTACHMENT V
NON-DISCRIMINATION, AFFIRMATIVE ACTION, AND EQUAL EMPLOYMENT
OPPORTUNITY

1. Non-Discrimination

- A. Adopt and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor, in all areas of employment relations, in conformity with the requirements of Section 126.404, *Jacksonville Ordinance Code*.
- B. Upon request from DVI, permit reasonable access to its records of employment covering all periods of time less than one year prior to the start date for the Project, employment advertisement, advertisement, application forms, and other pertinent data and records for the purpose of investigation to ascertain compliance with these non-discrimination requirements.
- C. If any of its obligations are to be performed by a subcontractor, these non-discrimination requirements shall be incorporated and become a part of the subcontract.

2. Affirmative Action

- A. Adopt and maintain a policy of non-discrimination and harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment, in conformity with the requirements of Section 126.404, *Jacksonville Ordinance Code*.
- B. Upon request from DVI, permit reasonable access to its records of employment covering all periods of time less than one year prior to the Project start date, employment advertisement, advertisement, application forms, and other pertinent data and records for the purpose of investigation to ascertain compliance with these affirmative action requirements.
- C. If any of its obligations to be provided are to be performed by a subcontractor, the provisions of subsections (a) and (b) of Section 126.404, *Jacksonville Ordinance Code*, shall be incorporated and become a part of the subcontract.
- D. In all solicitations or advertisements for employees placed by or on behalf of DVI state that all qualified applicants will receive consideration for employment without regard to their race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor.

3. Equal Employment Opportunity

- A. Employment decisions shall be based on merit and business needs, not on race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion,

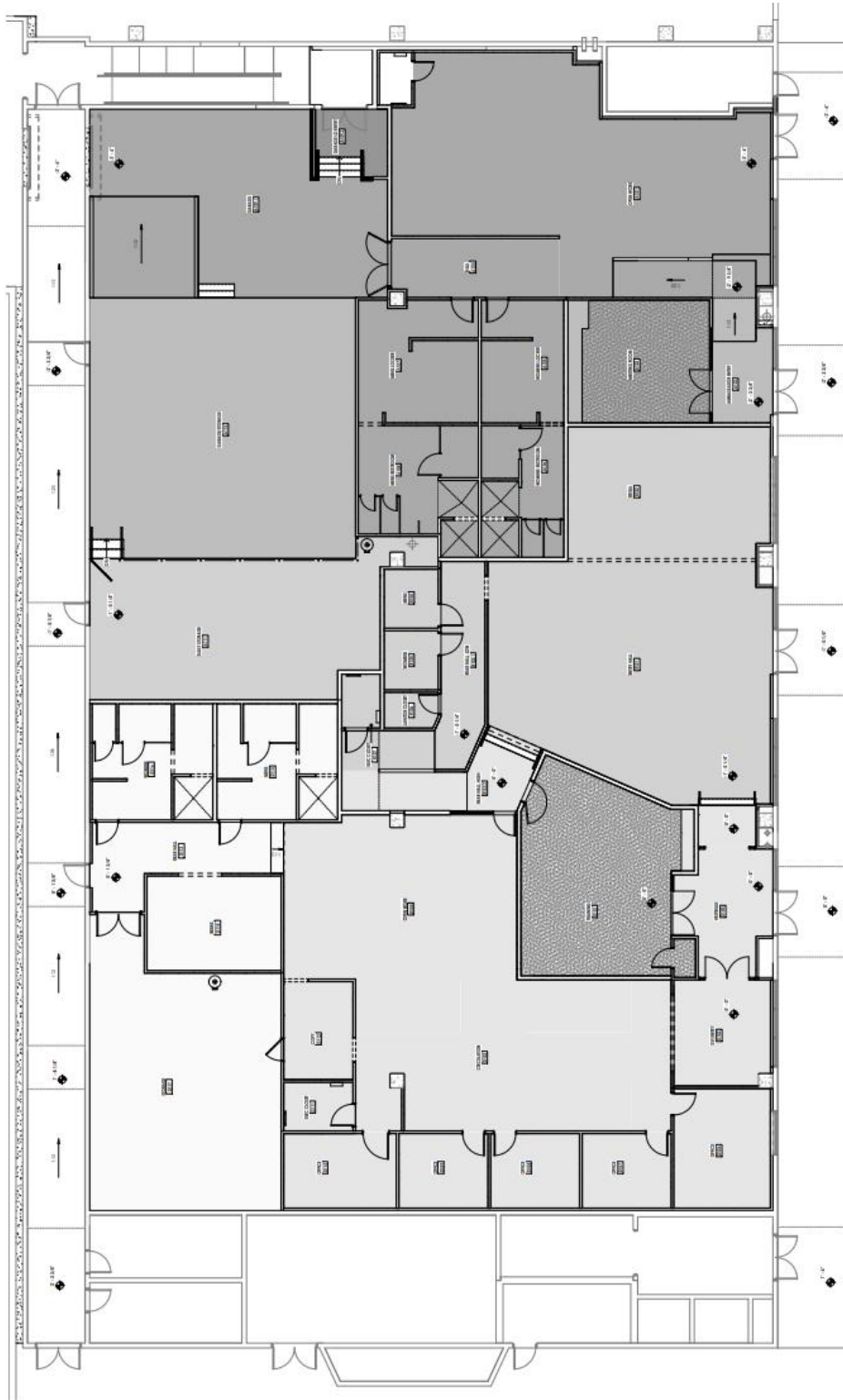
political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor.

- B. Demonstrate a commitment to the effective implementation of an affirmative action plan or policy on equal opportunity. Ensure equal opportunity to all persons and not discriminate against any employee or applicant for employment because of race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor. Uphold and operate in compliance with Executive Order I 1 246 and as amended in Executive Order I 1 375, Title VI and VII of Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Fair Employment Practices Act, and the American with Disabilities Act of 1990.

ATTACHMENT VI
PROJECT SITE



ATTACHMENT VII
PROJECT FLOOR PLAN
(SUBJECT TO CHANGE)



Duval Street