



# DOWNTOWN INVESTMENT AUTHORITY

117 West Duval Street #310, Jacksonville, Florida 32202  
(904) 255-5302 | <https://dia.coj.net/>

## MEMORANDUM

**To:** DIA Governance Committee

**From:** Guy Parola, Director of Operations

**Date:** September 23, 2024

**RE:** October 10<sup>th</sup> Governance Committee Agenda Packet

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Please find attached materials in support of the upcoming October 10<sup>th</sup> DIA Governance Committee. The materials are arranged in order of their appearance on the agenda, attached hereto as well. In order of their appearance:

- Agenda

*Tab II Materials:*

- Ordinance 2012-680-E
- Ordinance 2012-680-E CEO Role and Responsibilities
- CEO Position Questionnaire
- CEO Memorandum to Board

*Tab III Materials:*

- 2018 RFP
- 2018 Scope of Services
- 2018 Scoring Criteria
- 2018 Minimum Qualifications
- Jorgenson Consulting Services Contract (2018 Search Firm)

## AGENDA



Downtown Investment Authority  
Governance Committee  
Hybrid In-person/Virtual Meeting  
Monday, October 14th, 2024, at 2:00 p.m.

# GOVERNANCE AGENDA

## MEMBERS:

Sondra Fetner, Esq., Committee Chair  
Melinda Powers, Esq.  
Patrick Krechowski, Esq., Ex Officio

Carol Worsham  
John Hirabayashi

- I. CALL TO ORDER
- II. PUBLIC COMMENTS
- III. CEO JOB DESCRIPTION
  - a. ORDINANCE 2012-0680-E
  - b. CEO POSITION QUESTIONNAIRE
  - c. CEO MEMORANDUM
- IV. SEARCH FIRM: CHIEF EXECUTIVE OFFICER
  - a. 2018 REQUEST FOR PROPOSAL - REVIEW
  - b. PROCESS OVERVIEW
  - c. SCOPE OF SERVICES
  - d. SCORING CRITERIA
  - e. MINIMUM QUALIFICATIONS
- V. NEXT STEPS
- VI. OTHER MATTERS TO BE ADDED AT THE DISCRETION OF THE CHAIR
- VII. ADJOURN

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## **PHYSICAL LOCATION**

City Hall at St. James  
117 West Duval Street  
1st Floor, Lynwood Roberts Room  
Jacksonville, Florida 32202

## **VIRTUAL LOCATION**

Interested persons desiring to attend this meeting virtually can do so via Zoom (including by computer or telephone) using the following meeting access information:



**Downtown Investment Authority  
Governance Committee  
Hybrid In-person/Virtual Meeting  
Monday, October 14th, 2024, at 2:00 p.m.**

**Join Zoom Webinar**

<https://us02web.zoom.us/j/86052931613?pwd=nkmmnS6BfkhJ6UXM080HeCFBaDcL9E.1>

**Meeting ID: 860 5293 1613**

**Passcode: 432742**

**One tap mobile**

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

International numbers available: <https://us02web.zoom.us/j/kc8qroYhCd>

**TAB II MATERIALS**  
**Ordinance 2012-680-E**

1 Introduced by the Council President at the request of the Downtown  
2 Investment Authority and amended by the Finance Committee:



3  
4 **Attach.tif**

**ORDINANCE 2012-680-E**

5 AN ORDINANCE REGARDING THE QUALIFICATIONS AND  
6 CRITERIA OF THE DOWNTOWN INVESTMENT  
7 AUTHORITY'S CHIEF EXECUTIVE OFFICER; AMENDING  
8 CHAPTER 55 (ECONOMIC DEVELOPMENT), PART 3  
9 (DOWNTOWN INVESTMENT AUTHORITY), SECTION  
10 55.308 (POWERS AND DUTIES), *ORDINANCE CODE*, TO  
11 APPROVE AND SET FORTH THE QUALIFICATIONS AND  
12 CRITERIA OF THE CHIEF EXECUTIVE OFFICER FOR  
13 THE DOWNTOWN INVESTMENT AUTHORITY; PROVIDING  
14 FOR A COPY OF THE DOWNTOWN INVESTMENT  
15 AUTHORITY'S CHIEF EXECUTIVE OFFICER  
16 QUALIFICATIONS AND CRITERIA; PROVIDING AN  
17 EFFECTIVE DATE.

18  
19 **WHEREAS**, the creation of a vibrant, healthy downtown for  
20 Jacksonville is a major, multi-faceted long term and complex  
21 challenge that requires a focused and continuing effort dedicated  
22 solely to the downtown mission; and

23 **WHEREAS**, the Council of the City of Jacksonville (the  
24 "Council") has, pursuant to Chapter 163, Florida Statutes, Part  
25 III, as amended, the Community Redevelopment Act of 1969,  
26 established a Downtown Investment Authority ("DIA") in Ordinance  
27 2012-364-E to act as the community redevelopment agency for the  
28 City of Jacksonville's downtown area to among other things  
29 concentrate on revitalizing downtown as a key part of the City's  
30 economic development strategy; and

1       **WHEREAS**, pursuant to the DIA's enabling legislation the  
2 Council has authorized the DIA to appoint a Chief Executive  
3 Officer, whose qualifications and criteria have been approved by  
4 Council; now therefore

5       **BE IT ORDAINED** by the City Council of Jacksonville:

6       **Section 1. Amending Section 55.308 (Powers and Duties),**  
7 **Ordinance Code.** Chapter 55 (Economic Development), Part 3 (Downtown  
8 Investment Authority), Section 55.308 (Powers and Duties),  
9 *Ordinance Code*, is hereby amended to read as follows:

10                   **CHAPTER 55. ECONOMIC DEVELOPMENT.**

11                                   \* \* \*

12                   **PART 3. DOWNTOWN INVESTMENT AUTHORITY.**

13                                   \* \* \*

14       **Sec. 55.308. Powers and Duties.**

15       (a) The Board shall have the following powers and duties,  
16 subject to appropriated funds, within Downtown:

17               (1) Appoint a Chief Executive Officer ("CEO"), prescribe  
18 his or her duties, and fix his or her compensation which shall  
19 be paid from funds available to the Authority in the same  
20 manner as City employees are paid. ~~Prior to hiring a CEO, the~~  
21 ~~DIA shall develop qualifications and criteria for the CEO~~  
22 ~~position which shall be approved by Council.~~ Qualifications of  
23 the CEO position shall include a minimum of 5 years of  
24 progressively responsible experience in downtown redevelopment  
25 or similar capacity, at least four years of which should be in  
26 supervisory or consulting roles, or an equivalent combination  
27 of training and experience. The candidate must be in  
28 possession of a bachelor's degree or higher in a related field  
29 such as city planning, real estate, finance, architecture,  
30 urban design, or public administration, with a strong  
31 preference for a master's degree in a related discipline, all

1 as described in further detail in the DIA CEO Qualifications  
2 and Criteria Schedule attached as Revised Exhibit 1 to  
3 Ordinance 2012-680-E. Such CEO shall have the authority to,  
4 subject to available funding, appoint, employ and/or remove  
5 such additional staff as is deemed necessary for the efficient  
6 and effective administration of the activities of the office.  
7 All employment matters shall be handled in accordance with  
8 City Human Resource policies and requirements, and with  
9 assistance from the City's Employee Services Department.

10 \* \* \*

11 **Section 2. DIA CEO Qualifications and Criteria.** The "DIA CEO  
12 Qualifications and Criteria Schedule" referenced in Section  
13 55.308(a)(1), *Ordinance Code*, and in Section 1 herein, is attached  
14 hereto as **Revised Exhibit 1**, labeled as "Revised Exhibit 1, DIA CEO  
15 Qualifications and Criteria Schedule, January 3, 2013 - Finance".

16 **Section 3. Effective Date.** This ordinance shall become  
17 effective upon signature by the Mayor or upon becoming effective  
18 without the Mayor's signature.

19  
20 Form Approved:

21  
22 /s/ Margaret M. Sidman

23 Office of General Counsel

24 Legislation prepared by: Jason R. Gabriel

25  
26 G:\Land Use\JGabriel\Economic Development\DIA CRA\2012-\_\_\_\_\_ CEO Criteria and Qualifications  
27 (Ordinance).doc



**TAB II MATERIALS**  
**Ordinance 2012-680-E CEO Role & Responsibilities**

DOWNTOWN INVESTMENT AUTHORITY  
JACKSONVILLE, FLORIDA

**CHIEF EXECUTIVE OFFICER**

The role of the Chief Executive Officer (the CEO) for the Jacksonville Downtown Investment Authority (DIA) is to lead, facilitate, inspire, plan and manage the programs and activities of the organization. The CEO reports to the Board of Directors of the DIA, providing the necessary financial and administrative reporting information and support to enable the Board to make responsible and prudent policy decisions. The CEO is responsible for the day-to-day management of the staff and budget of the DIA. The CEO will execute the strategic direction of the DIA, and develop and maintain excellent relationships with all downtown and community stakeholders, including elected officials, property owners and developers, business operators, residents, government agencies, and community leaders.

**NECESSARY SKILLS AND EXPERTISE**

The successful candidate will possess a strong combination of skills, expertise, professional and visionary attributes. A goal-driven approach is important, along with the ability to maintain a positive, can-do attitude marked by innovative, out-of-the-box thinking.

**Urban Visioning**

- Demonstrated experience with urban visioning.
- Demonstrated creative drive to identify new solutions and think outside the box.
- Ability to develop and implement Downtown visioning plans.
- Knowledge of Downtown and community central core development issues to include: community building, neighborhood engagement, transportation oriented development, housing development, and open space/public realm integration, river-front design and development.
- Knowledge of the principles and practices of urban planning to include: design guidelines, zoning, historic preservation and housing.
- Knowledge of the principles required to create urban "life, activity, and sustainable vitality."
- Proven ability developing and monitoring local, state and federal legislation, programs and proposals; demonstrated experience assessing potential implications and/or organizational opportunities of same.
- Demonstrated ability to coordinate and communicate organizational positions on local, state and federal issues; ability to facilitate personal contacts between executives and internal and external stakeholders with executive members of local and state governments.

- Proven ability to work with internal stakeholders to identify and solicit government funding opportunities. Demonstrated ability to direct the development of successful government proposals.
- Sense of architectural design and aesthetics, and urban place making.
- Ability to quickly grasp the history of downtown Jacksonville, and to be able to articulate a vision for Downtown as a center of employment commerce, culture, residence, entertainment, and historic preservation.

### **Downtown Development**

- Strong economic development credentials with both private sector and government real estate and finance.
- Experience working in collaboration with local and regional economic development organizations.
- Demonstrated strong negotiating skills in packaging deals with prospective investors, developers and business owners.
- Familiarity with local, state and federal funding resources (tax incentives, etc.) available for deal making.
- Knowledge of, and experience in, leading successful Downtown development initiatives.
- Expertise in crafting public/private partnerships.
- Strong understanding of urban design principles as they relate to central business district characteristics.
- Ability to manage projects in a manner consistent with their stated objective(s).
- Ability to prepare and make comprehensive presentations.
- Ability to research and answer complex questions.
- History and proven track record of influencing diverse organizational stakeholders with regard to coordinated strategic planning, branding, and unified tactical implementation

### **Government Relations**

- Proven ability developing and monitoring local, state and federal legislation, programs and proposals; demonstrated experience assessing potential implications and/or organizational opportunities of same.
- Demonstrated ability to coordinate and communicate organizational positions on local, state and federal issues; ability to facilitate personal contacts between executives and internal and external stakeholders with executive members of local government and state government.
- Ability to establish and maintain effective working relationships with civic leaders, other City officials and the general public

### **Education & Experience**

A minimum of 5 years of progressively responsible experience in downtown redevelopment or similar capacity, at least four years of which should be in a supervisory or consulting roles, or an equivalent combination of training and experience.

Possession of a bachelor's degree or higher in a related field such as city planning, real estate, finance, architecture, urban design, or public administration, with a strong preference for a master's degree in a related discipline.

**TAB II MATERIALS**  
**CEO Position Questionnaire**



## **QUADRENNIAL CLASSIFICATION AND PAY STUDY 2021** **CITY OF JACKSONVILLE POSITION QUESTIONNAIRE**

The PQ is due to your supervisor no later than **September 10, 2021** by close of business. Before submitting, please save your PQ to your drive using the following file name format: "LAST NAME, FIRST NAME PQ 2021". It is preferred that employees submit their completed PQ to their supervisor via email, vs printing out and submitting a hard copy.

Supervisor reviews are due to Employee Services no later than **September 20, 2021** by close of business. At the bottom of each section, supervisors are asked to agree or disagree with the content submitted by the employee, as well as provide any additional comments. The supervisor should send the employee's completed PQ containing supervisor comments to [EmployeeServices@coj.net](mailto:EmployeeServices@coj.net).

The PQ takes approximately 45 minutes to complete.

The PQ is also available online at <https://www.questionpro.com/t/AThbgZ0Ji5>. Note that if completing the PQ online, it **must be completed in one sitting** as employees are not able to save and return. In addition, the online version **times out after 90 minutes of inactivity**, and any responses not submitted are lost. If completing the online version, your PQ will be submitted to your supervisor 24-48 hours after completion. The above deadlines still apply.

**CITY OF JACKSONVILLE - POSITION QUESTIONNAIRE**

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**INTRODUCTION**

Please complete the following information:

Job Title:	Chief Executive Officer
Name of the incumbent in this position:	Lori Boyer
Department/Division:	Downtown Investment Authority
Work Location:	City Hall, Suite 310
This questionnaire was prepared by:	Lori Boyer
Name of this position's supervisor:	Brian Hughes
Title of this position's supervisor:	Chief Administrative Officer

**JOB SUMMARY**

In a brief summary (2-3 sentences), state the basic purpose of your position and how it contributes to the work of your division, department, or the organization as a whole.

The CEO sets strategic direction, establishes priorities, and refines the mission of DIA to achieve the larger vision in light of changing markets, opportunities and challenges. The CEO oversees the DIA and CRA budgets and manages staff who lead various functional aspects such as marketing, compliance, operations and underwriting. The CEO maintains relationships with our nine Board members, other City Departments and City Council as well as community leaders, and represents the authority publicly as a speaker, board member of affiliated organizations, and participant in numerous committees and task forces.

**SUPERVISOR ONLY:**

**DO YOU AGREE WITH INTRODUCTION AND JOB SUMMARY?** Yes  No

**SUPERVISOR COMMENTS**

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**DUTIES AND RESPONSIBILITIES**

List the duties that best describe the major areas of your job, beginning with the most important or time-consuming. Please use complete sentences to explain each task. State the approximate % of time or frequency (daily, weekly, monthly, annually) for each duty.

<b>Job Task</b>	<b>% of Time</b>
Daily, I respond to questions and address issues facing other DIA staff members, usually relating to establishing priorities or strategy, unexpected requests from third parties, multi-disciplinary issues, etc.	20%
Daily, I review and sign various administrative documents such as BT's, procurement awards, etc.; 1 cloud approvals,	5%
Weekly, I review, and in many cases prepare information for various DIA Committee meetings, brief Board members, and attend Board meetings	20%
Weekly, I correspond with and engage in calls and meetings with prospective investors, developers, and other interested in Downtown redevelopment	10%
Weekly, I review documents and draft legislation prepared by OGC documenting development proposals, etc.; negotiate with developers	15%
Weekly, I attend interdepartmental coordination meetings with other City Departments on a project specific basis to ensure efficient implementation and consistent response	15%
Weekly, I attend City Council meetings, Staff meetings, MBRC and other regularly scheduled meetings	15%
Weekly, I review presentations and speak at various engagements, respond to press inquiries, and participate in community or partner agency meetings such as DVI	10%
Weekly I participate in update meetings with various consultants under contract to provide various planning, marketing and design services	5%



Monthly, I review and score RFP's, review and edit various state and local required reports	5%
Monthly, I review departmental and CRA budgets, set priorities and strategy for use of available funds and oversee status of RFP's	5%

**SUPERVISOR ONLY:**

**DO YOU AGREE WITH DUTIES AND RESPONSIBILITIES?** Yes  No

**SUPERVISOR COMMENTS**

**FACTOR 1: KNOWLEDGE REQUIRED BY THE POSITION**

*This section relates to the minimum education and number of years or related experience required for selection for placement in this position. Please select the highest level of education/experience combination you feel should be required for your role:*

<b>Please select one closest match by indicating with an "X" in the righthand column:</b>	
High School education plus 0-2 years of related experience	
High School education plus 3-5 years of related experience	
High school education plus 5-7 years of related experience OR 2 years of college/Associate's Degree plus 0-2 years of related experience OR Public Safety Certification plus 3 years of related experience	
High School education plus 7-10 years of Journeyman Level experience OR Public Safety Certification plus 5-10 years of related experience OR 2 years of college/Associate's Degree plus 2-4 years of related experience OR Bachelor's Degree plus 0-2 years of related experience	
Over 10 years of Journeyman Level experience OR Associate's Degree plus 5-9 years of related experience OR Bachelor's Degree plus 2-5 years of related experience OR Master's Degree plus 0-2 years of related experience	
Associate's Degree plus 10 or more years of related experience OR Bachelor's Degree plus 5-10 years of related experience OR MLS or Master's Degree plus 2-5 years of related experience OR Juris Doctorate or Professional Engineer Degree plus 0-2 years of related experience	

Bachelor's Degree plus 11-15 years of related experience OR MLS or Master's Degree plus 5-10 years of related experience OR Juris Doctorate or Professional Engineer Degree plus 2-5 years of related experience	
Bachelor's Degree plus over 15 years of related experience OR MLS or Master's Degree plus over 10 years of related experience OR Juris Doctorate Degree plus 6-10 years of related experience	X

**SUPERVISOR ONLY:**

**DO YOU AGREE WITH THIS FACTOR?** Yes  No

**SUPERVISOR COMMENTS**

**FACTOR 2: SUPERVISORY CONTROLS**

*This section relates to how work assignments are made and given to you, instructions are provided, how priorities and deadlines are established, how the objectives are defined, and any restrictions or boundaries associated with the work. Please select the description that best describes the supervisory controls related to your job.*

<b>Please select one closest match by indicating with an "X" in the righthand column:</b>	
General Supervision - My supervisor tells me what work needs to be done, the amount and quality of work expected of me, deadlines and due dates, and prioritizes my work. There are specific instructions for how to complete my work. My supervisor provides additional specific instructions for work assignments which are new, difficult, and/or unusual. This may include suggesting work methods and/or advice on source reference materials. I use initiative in carrying out recurring assignments independently without specific instructions. I can refer deviations, problems, and unfamiliar situations not covered by instructions to my supervisor. My supervisor reviews my work product/results to ensure it is technically accurate and in compliance with instructions or established procedures. More thorough review of work is done for more difficult assignments not previously performed.	
Broad Supervision - My supervisor makes assignments by defining objectives, priorities and deadlines. My supervisor provides assistance with work assignments which are new, difficult, and/or unusual. I plan out my work, carry out successive steps, and handle any problems and deviations following instructions, policies, training guides, or general office practices used to	

complete work assignments. My work is evaluated for technical soundness, appropriateness, and conformity with policy requirements. The methods I use in arriving at the end results are not typically reviewed in detail.	
General Direction - My supervisor sets the overall objective and resources available. We consult to develop deadlines, processes, and work to be done. I am responsible for planning and carrying out my work assignments, resolving most conflicts which arise, coordinating the work with others as necessary, and interpreting policy on my own initiative in terms of established objectives. I determine the approach to be taken and the methodology to be used for some assignments. My completed work is reviewed only from an overall standpoint in terms of feasibility, compatibility with other work, or effectiveness in meeting requirements or expected results.	
Broad Direction - My supervisor provides me with administrative direction for assignments with broadly defined division missions or functions. I have independent responsibility for planning, designing, and carrying out departmental programs, projects, studies or other work. My work is considered as technically authoritative and is typically accepted without any significant changes. Work reviews are typically done to ensure that program objectives are fulfilled, to consider the effects of advice and influence of overall program(s), and/or how the work contributes to the advance of the organization. My recommendations for projects and adjustments to objectives are usually evaluated based upon availability of funds and other resources, and broad program goals.	
My supervisor empowers me with professional, executive level responsibility for planning, designing, and carrying out programs and policies which have significant impact on the organization and the community. My work is reviewed only at the highest level in terms of alignment with strategic objectives for the department.	x

**SUPERVISOR ONLY:**

**DO YOU AGREE WITH THIS FACTOR?** Yes  No

**SUPERVISOR COMMENTS**

**FACTOR 3: SUPERVISION OF OTHERS**

*This section looks at the number of employees and the number of functional areas you supervise.*

<b>Please select one closest match by indicating with an "X" in the righthand column:</b>	
I do not supervise other employees on a regular basis. I may cover for a supervisor in their absence.	
I supervise employees who perform similar work.	
I supervise employees who perform different functions.	
I supervise employees in multiple divisions within a department.	X
I supervise employees in multiple departments.	

**SUPERVISOR ONLY:**

**DO YOU AGREE WITH THIS FACTOR?** Yes  No

**SUPERVISOR COMMENTS**

**FACTOR 4: GUIDELINES**

*Guides may include manuals, established policies and procedures, handbooks, etc. Guides may be related to the organization or may be specific to an occupation or profession*

<b>Please select one closest match by indicating with an "X" in the righthand column:</b>	
I use specific and detailed guidelines that cover all important aspects of my work assignments. I am expected to strictly adhere to these guidelines unless authorized by my supervisor to deviate from the guidelines.	
I use established procedures and specific guidelines that cover all important aspects of my work. I am required to use my judgement to locate and determine the most appropriate procedures, references, and guidelines to apply when making minor deviations to adapt the guidelines to specific cases. I am permitted to determine the most appropriate established alternative to sue. I refer to my supervisor work for which there is no existing guideline or when there are significant deviations required.	
I use guidelines, but they do not always apply completely and have major gaps in the level of specificity. I have the authority and responsibility to fill those gaps. I use judgement and interpret and adapt guidelines such as organizational policies, regulations, precedents, and work directions for applying to specific cases or problems.	

I use applicable administrative policies and precedents that are stated in general terms. Guidelines available may be scarce or of limited use. I use initiative and resourcefulness when deviating from traditional methods or researching trends and patterns to develop new methods, criteria, or propose new policies.	X
I use guidelines which are stated broadly and are not specific and require extensive interpretations. I use judgement and ingenuity to interpret the intentions of existing guidelines and to develop applications to specific areas of work. I am considered the technical authority in developing and interpreting guidelines.	

**SUPERVISOR ONLY:**

**DO YOU AGREE WITH THIS FACTOR?** Yes  No

**SUPERVISOR COMMENTS**

**FACTOR 5: COMPLEXITY**

*This section looks at the nature, number, variety, and intricacy of tasks, steps, processes or methods in the work you perform; the difficulty identifying what needs to be done; and the difficulty and originality involved in performing the work.*

<b>Please select one closest match by indicating with an "X" in the righthand column:</b>	
My work consists of tasks that are clear-cut and directly related. There are few or no choices to be made in deciding the work to be done. The actions I need to take or the responses I need to make are readily discernable. I can quickly master my work.	
My work consists of duties that involve related steps, processes, or methods. I recognize differences among situations and choose the appropriate manner in which to accomplish the work. I choose my actions or responses based upon differences in sources of information, the type of transactions or entries, or facts.	
My work consists of various duties which involve different and unrelated processes and methods. I determine what needs to be done based upon an analysis of the subject, and/or the phase or issues involved in each assignment. My course of action may have to be selected from many alternatives. My work involves conditions and elements that must be identified and analyzed to discern interrelationships.	
My work consists of various duties which involve many different and unrelated processes and methods related to well-established aspects of an	

administrative or professional field. I assess unusual circumstances, variations in approach, and incomplete or conflicting data and decide what needs to be done. I make many decisions interpreting considerable data, planning work, and/or refining the methods and techniques to be used.	
My work consists of varied duties requiring many different and unrelated processes and methods applied to a broad range of activities or substantial depth of analysis, typically for an administrative or professional field. I make decisions regarding what needs to be done which include major areas of uncertainty in approach, methodology, interpretation and evaluation processes resulting from such elements as continuing changes on program, technological developments or conflicting requirements. My work requires originating new techniques, establishing criteria or developing new information.	
My work consists of broad functions and processes of an administrative or professional fields. My assignments are characterized by breadth and intensity of effort and involve several phases being pursued concurrently or sequentially with the support of others within or outside of the organization. I make decisions regarding what needs to be done including largely undefined issues and elements, requiring extensive probing and analysis to determine the nature and scope of the problems. My work requires continuous efforts to establish concepts or programs, or to resolve major organizational problems.	x

**SUPERVISOR ONLY:**

**DO YOU AGREE WITH THIS FACTOR?** Yes  No

**SUPERVISOR COMMENTS**

**FACTOR 6: SCOPE AND EFFECT**

*This section relates to the breadth and depth of work assignments and the effect of work products or services both within and outside the organization. It also relates to whether the work output facilitates the work of others, provides timely services of a personal nature, or impacts the adequacy of decisions.*

<b>Please select one closest match by indicating with an "X" in the righthand column:</b>	
My work involves the performance of specific, routine operations that include a few separate tasks and/or procedures. My work product or service is required to facilitate the work of others. The impact is the timely provision of limited services to others.	

My work involves the execution of specific rules, regulations, or procedures and usually comprises a complete segment of an assignment or project of broader scope. My work product or service effects the accuracy, reliability, or acceptability of further processes or services.	
My work involves treating a variety of conventional problems, questions, or situations in conformance with established criteria. My work product or service affects the design or operations of systems, programs, or equipment; the adequacy of activities such as field investigations, testing operations or research conclusions; or the social, physical, and economic well-being of persons.	
My work involves establishing criteria, formulating projects, assessing program effectiveness, and/or investigating or analyzing a variety of unusual conditions, problems or questions. My work product or service affects a wide range of organizational activities.	
My work involves isolating and defining unknown conditions, resolving critical problems, or developing new approaches. My work product or service affects the work of other experts, the development of major aspects of administrative or professional programs or missions, or the well-being of substantial numbers of people.	
My work involves planning, developing, and carrying out vital administrative or professional programs. My programs are essential to the mission of the agency or affect a large number of people on a long-term or continuing basis.	x
My work involves the entire organization and affects all departments and citizens.	

**SUPERVISOR ONLY:**

**DO YOU AGREE WITH THIS FACTOR?** Yes  No

**SUPERVISOR COMMENTS**

**FACTOR 7: PERSONAL CONTACTS**

*This section relates to face-to-face contacts and telephone and radio dialogue with persons not in the supervisory chain. This is based on what is required to make the initial contact, the difficulty of the communications with those contacted, and the setting in which the contact takes place.*

<b>Please select one closest match by indicating with an "X" in the righthand column:</b>	
My personal contacts are with other employees within the immediate organization, office, project, or work unit. AND/OR My contacts with members of the general public are in very highly structured situations. The purpose of the contact and	

the question of with whom to deal are very clear. Typical contacts of this type are payment of bills or fines at a counter or window.	
My personal contacts are with members of the general public, as individuals or groups, in a moderately structured setting. Typical contacts of this type are those with persons seeking information about services.	
My personal contacts are with individuals or groups from outside the organization in a moderately unstructured setting. Typical contacts of this type are with contractors, representatives of professional organizations, the media or public action groups. AND/OR Attempts to enforce ordinances, regulations, or rules where conflict or diverse interpretations may result.	
My personal contacts are with high-ranking officials outside of the organization. Typical contacts are those with heads of other organizations, and state or federal elected officials.	x

**SUPERVISOR ONLY:**

**DO YOU AGREE WITH THIS FACTOR?** Yes  No

**SUPERVISOR COMMENTS**

**FACTOR 8: PURPOSE OF CONTACTS**

This section involves a range from factual exchanges of information to situations involving significant or controversial issues and differing viewpoints, goals, or objectives. These are the same persons addressed in Section 7.

<b><i>Please select one closest match by indicating with an "X" in the righthand column:</i></b>	
The purpose of my contacts is to obtain, clarify, or give information regardless of the nature of those facts. The facts may range from easily understood to highly technical.	
The purpose of my contacts is to plan, coordinate, or advise on work efforts or to resolve operating problems by influencing or motivating individuals or groups who are working toward mutual goals and who have basically cooperative attitudes.	
The purpose of my contacts is to influence, motivate, interrogate, or controls persons or groups. The persons contacted may be fearful, skeptical, uncooperative, or dangerous. I gain compliance with established policies and regulations by persuasion or negotiation, or gaining information by establishing rapport with a suspicious informant.	
The purpose of my contacts is to justify, defend, negotiate, or settle matters involving significant or controversial issues. I actively participate in conferences, meetings, hearings, or presentations involving problems or issues	x



of considerable consequence or importance. The persons contacted typically have diverse viewpoints, goals, or objectives requiring me to achieve a common understanding of the problem and a satisfactory solution by convincing them, arriving at a compromise, or developing suitable alternatives.	
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**SUPERVISOR ONLY:**

**DO YOU AGREE WITH THIS FACTOR?** Yes  No

**SUPERVISOR COMMENTS**

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**FACTOR 9: PHYSICAL DEMANDS**

*This section addresses physical characteristics and abilities (agility and dexterity requirements) and the physical exertion involved in the work (stooping, bending, climbing, walking, or running). To some extent the frequency or intensity of physical exertion should be considered (exertion continuous basis or infrequent basis).*

<b>Please select one closest match by indicating with an "X" in the righthand column:</b>	
My work typically allows me to sit comfortably to do my work. There may be some walking, standing, stooping, carrying of light items such as papers, books, or small parts, or driving an automobile. There are no special physical demands required to perform my work.	x
My work typically requires non-strenuous physical exertion such as periods of standing; walking over rough or difficult surfaces; recurring stooping, climbing, or walking; recurring lifting or moderately heavy items weighing less than 25 pounds and may require occasional lighting of items in excess of 25 pounds. Specific, but common, physical characteristics and abilities such as mobility, dexterity, and full range of motion may be required to perform my work.	
My work typically requires some strenuous physical exertion such as walking over rough or difficult terrain; recurring standing, stooping, climbing, or walking; recurring lifting of moderately heavy items weighing between 25 and 75 pounds and may require the occasional lifting of objects weighing in excess of 75 pounds. Specific physical characteristics and abilities such as heightened strength, mobility, dexterity, and full range of motion may be required to perform my work.	
My work requires considerable and strenuous physical exertion such as frequent climbing, lifting of objects in excess of 75 pounds, moving in areas of difficult or dangerous access, and defending oneself or others against physical attack or harm.	

**SUPERVISOR ONLY:**

**DO YOU AGREE WITH THIS FACTOR?** Yes  No

**SUPERVISOR COMMENTS**

--

**FACTOR 10: WORK ENVIRONMENT**

*This section relates to the risks and discomfort in your physical surroundings or the nature of the work assigned and the safety regulations required. Although the use of safety precautions can practically eliminate a certain danger or discomfort, such situations typically place additional demands upon the employee in carrying out safety regulations or wearing protective equipment.*

<b>Please select one closest match by indicating with an "X" in the righthand column:</b>	
My work environment involves everyday risks or discomforts which require normal safety procedures typical of places such as offices, meeting and training rooms, libraries, residences, or commercial vehicles. I use safe work practices with office equipment, avoid trips and falls, and observe fire regulations and traffic signals.	x
My work environment involves occasional moderate risks or discomforts which require special safety precautions such as working around moving parts or machines, irritating chemicals, etc. I may be required to use protective clothing or equipment such as masks, coats, boots, goggles, gloves, or shields.	
My work environment involves high risks with regular exposure to potentially dangerous situations or extraordinary environmental stress which requires a range of safety and other precautions, subject to possible attack, or similar situations.	
My work environment involves extremely high risks with exposure to potentially life threatening (biological, chemical, fire, gun fire) situations or unusual environmental stress which requires a full range of safety and other precautions, but in some cases, these precautions cannot prevent injury, illness, or possibly death. These risks occur on the most frequent basis.	

**SUPERVISOR ONLY:**

**DO YOU AGREE WITH THIS FACTOR?** Yes  No

**SUPERVISOR COMMENTS**

--

**BUDGETARY IMPACT**

*If applicable, describe your responsibility for the receipt, control, or expenditure of funds. Indicate the source and dollar value of those funds for each statement that applies to your position.*

	<b>\$ Amount</b>	<b>Source</b>
Budget Development	\$17,000,000	Tax increment and Gen Fund
Control over Expenditure Decisions	\$30,000,000	Includes carryover
Tracking and Recording Expenditures	NA	

**ADDITIONAL INFORMATION**

Provide any additional information that you feel should be in this Position Questionnaire in order to accurately describe the duties and responsibilities of your position. This can include information for topics covered in the questionnaire, or comments about any other areas of your job that will give a better understanding of the work that you do.

This position requires the ability to shift focus frequently from one topic or issue to another. Further, this position requires the ability to plan into the future both short term (over the course of the coming year- to establish workflow priorities based on staff capacity) and long term (to anticipate changes in the market, political priorities, demographics, etc. to reach the vision). The position and Authority operate with a sense of urgency and consistent deadlines perhaps not characteristic of many government agencies leading to greater demands of staff in terms of time, mental effort, and flexibility.

**SUPERVISOR ONLY:**

**DO YOU AGREE WITH BUDGETARY IMPACT AND ADDITIONAL INFORMATION?** Yes  No

**SUPERVISOR COMMENTS**

**TAB II MATERIALS**  
**CEO Memorandum to Board**



# Downtown Investment Authority

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To: DIA Governance Committee

From: Lori Boyer, CEO

Date: September 20, 2024

Re: Additional roles and information regarding CEO position

---

As you consider the ordinance code requirements for the CEO position, the actual workload and day to day responsibilities, and the direction you would like to take the organization I wanted to emphasize the importance of, and commitment required, to appropriately perform the community relations role described below:

“develop and maintain excellent relationships with all downtown and community stakeholders, including elected officials, property owners and developers, business operators, residents, government agencies, and community leaders”

I would add to that function, the role of public speaking and promotion of Downtown and DIA in particular as well as active participation in the Chamber and ULI. When I became CEO, I had the advantage of having recently served as a City Council member and as Council President which meant that many of those relationships already existed. However the sheer number of business lunches, breakfasts, after work meetings and speaking engagements was initially taking well over 20 hours per week- perhaps closer to 30. In addition the CEO has no assistant (despite requesting one in at least four budgets) and there is no City approved budget for entertaining so the costs of these functions are borne by the CEO personally. Even the cost of admission for ULI and Chamber functions quickly exceeded the available budget.

In the last two years, both to reign in the number of hours per week I was personally committing to this position and to address both staff overload and the demands from applicants for quicker response times, I have cut back on the time devoted to this role and spent more time on work product. I believe there has been an impact on the public face of the organization, although it may have been necessary to moderate demands on other staff members.

Since most of the job qualifications focus on professional experience and education, I want you to consider how you both seek experience, and judge willingness and ability to be successful, in this role.

**TAB III MATERIALS  
2018 RFP**

**PROCUREMENT DIVISION**



ONE CITY. ONE JACKSONVILLE.

**RFP**

**FOR**

**Executive Search Services for Downtown Investment Authority**

**BID NO: P-xxx-18**

**OPEN DATE: November 7, 2018**

**TIME: 2:00 P.M.**

**PLACE: 8<sup>th</sup> FLOOR, ED BALL BUILDING. 214 N. HOGAN ST, SUITE #853**

**CITY OF JACKSONVILLE**

**Procurement Division**

**Ed Ball Building**

**214 North Hogan Street, Suite 800 (8th Floor)**

**Jacksonville, Florida 32202**

**Phone: (904) 255-8800**

**Fax: (904) 255-8837**

**Lenny Curry  
Mayor**

**Gregory Pease, Chief  
Procurement Division**



**INTRODUCTION AND INSTRUCTIONS TO PROPOSERS**  
SECTION I

**1. SUMMARY OF SCOPE**

The Downtown Investment Authority (“DIA”) (“Buyer”) intends to hire an individual or firm (“Consultant”) to provide Executive Search Services as described herein of this Request for Proposal (“RFP”). The purpose of this RFP is to seek out firms that can assist the DIA in identifying candidates that meet the criteria set forth in this document. Persons interested in submitting a response on this RFP (“Response”) should carefully review this RFP for instructions on how to respond and for applicable contractual terms.

See Section II for a complete description of the scope of services required.

**2. MINIMUM REQUIREMENTS**

The Consultant must satisfy the following mandatory minimum requirements in order to have their Responses evaluated. By submitting the Consultant warrants and represents that it satisfies these requirements. Failure to meet these requirements may result in the Response not being evaluated and being rejected as non-responsive:

Proposer must:

- a. Provide evidence demonstrating they have experience in placing qualified candidates in executive level leadership positions in other large and medium sized Cities throughout the United States. A majority of those placements must have remained in place for two years or longer.
- b. The Consultant shall provide current proof of all business licenses required by local, state, and federal law as applicable.

**3. SUBMISSION OF RESPONSES**

- a. The location and deadline for submitting Responses is set forth in Section 1 of the RFP. Contractors are fully responsible for meeting these requirements. Reliance upon mail or public carrier is at Contractor’s risk. **Late bids will not be considered**
- b. Contractor shall submit:
  - 1) One (1) original signed version of its Response clearly marked as “ORIGINAL.” The Response must be signed by an officer or employee having authority to legally bind Consultant.
  - 2) Six (6) hard copies of the entire Response.
  - 3) Six (6) scanned copies (in .pdf format) of entire Response, each on a separate CD-ROM. Large files may be scanned as several separate PDF files.
  - 4) One (1) REDACTED scanned copy of the Response (if necessary pursuant to Section 2.12). This copy should be marked “Confidential – Trade Secret”

or something comparable to alert the reader of Consultant's claim of a public records exemption.

- c. All copies are to be placed in a sealed package. The outside must be marked with (i) the RFP title and number, and (ii) Contractor's name, address, contact person, and telephone number.
- d. It is the sole responsibility of each Contractor to assure all copies are EXACT duplicates of the original Response. Photocopies or CD copies will be used for the purpose of evaluating the Responses. Any information contained in the original Response which has not been transferred to the CDs or photocopies will NOT be considered. **The original document will be used solely for official record keeping and auditing purposes.**

**4. RESPONSE DUE DATE**

The deadline for submitting responses to this RFP is November 7, 2018 at 2:00pm.

**5. RESPONSE DELIVERY LOCATION**

Responses must be delivered to the following location:

City of Jacksonville  
Procurement Division  
Attn: Marilyn Laidler, Buyer  
214 N. Hogan Street, Suite 105  
Jacksonville, Florida 32202

**6. QUESTIONS AND REQUESTS FOR ADDENDUMS**

Any/All questions must be submitted in writing to [mlaidler@coj.net](mailto:mlaidler@coj.net) no later than Friday, **XXXXXXXX** at 4pm; an addendum will be issued for any response to questions received prior to deadline of RFP.

**7. TERM OF AGREEMENT**

The initial term of agreement will commence upon execution of the Contract and will continue for a six month period (December 2018 - May 2019). Buyer will have the option to renew such agreement for up to one (1) additional year upon satisfactory performance by Consultant. The Contract will be subject to the early termination with or without cause at any time if deemed necessary by the DIA.

**8. BASIS OF AWARD**

The award will be based on the highest scoring respondent according to the evaluation criteria stated in Section 9 "Evaluation Criteria". DIA will determine the qualifications, interest and availability of Consultants by reviewing all Responses and, when deemed necessary in the sole discretion of DIA, by conducting formal interviews of

selected Consultants that are determined to be the best qualified based upon evaluation of the Responses.

The determination of which Consultants are “best qualified” will be based upon the criteria set forth in the RFP.

Before making an award, DIA reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the Response.

DIA reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if DIA determines that doing so will serve DIA’s best interests. DIA may reject any Responses not submitted in the manner specified by the RFP.

## 9. EVALUATION CRITERIA

The Evaluation Committee shall determine qualifications, interest and availability by reviewing the written responses received, and, when deemed necessary, by conducting formal interviews of selected proposers that are determined to be best qualified based upon the evaluation of written responses. It is the sole responsibility of each proposer to address in its proposal each of the selection criteria described herein. Provide with your proposal any other information which would be relevant to the application of the selection criteria to your proposal.

The proposal evaluation criteria, and applicable scoring maximums, are set forth below. In the event interviews are conducted, up to 10 additional points may be added to the overall averaged score.

a. **Qualification/Experience related to this proposal (45 Maximum Points):**

To include technical education, training and experience in similar assignments, particularly with respect to top executives in the downtown development industry. Specific description of services performed for other Florida governmental entities, and familiarity with Florida’s Sunshine Laws should be set forth, if applicable, and may result in higher points awarded.

b. **Statement Defining Understanding of Need; Schedule for Completion (15 Maximum Points):**

Set forth a clear statement of the needs of the Authority for the services sought, and a detailed schedule for timely completion of the assignment.

c. **Search Methodology and Approach (10 Maximum Points):**

Qualities and indicators that should receive consideration, should generally include the company's performance in converting the Scope of Services in to a work plan, the detail and clarity as to the respondent's approach to undertaking the project, company's ability to identify any special problems or concerns associated with the project and ideas how these obstacles should be addressed, including any approach which are designed to save time and money.

d. **Fees and Expenses (10 Maximum Points):**

Provide a flat fee on Price Sheet Form 1. State with particularity the basis of fees, any caps or floors, and any additional costs or expenses (including out-of-pocket expenses) for which reimbursement will be expected.

e. **References (20 Maximum Points)**

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Submit references from three (3) clients currently under or recently (within the last 24 months) contract with your company.

The following information is required as part of your proposal:

1. Name of Client \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone # \_\_\_\_\_

Brief description of services performed: \_\_\_\_\_

\_\_\_\_\_

2. Name of Client \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone # \_\_\_\_\_

Brief description of services performed: \_\_\_\_\_

\_\_\_\_\_

3. Name of Client \_\_\_\_\_

Address \_\_\_\_\_

Contact person \_\_\_\_\_

Telephone # \_\_\_\_\_

Brief description of services performed: \_\_\_\_\_

## **SPECIFICATION AND SCOPE**

### **SECTION II**

The selected provider will be required to meet with the Board of Directors of the DIA or a subcommittee of the Board, in a group setting or one-on-one, or both, to (i) assist in the refinement of the job description for the Downtown Investment Authority CEO position, (ii) identify and establish candidate qualifications and character standards, and (iii) refine certain compensation terms for the position. The current job description and certain minimum candidate qualifications are set forth below.

The selected consultant will report to the Board of Directors of the DIA, providing the necessary financial and administrative reporting information and support to enable the Board to make responsible and prudent policy decisions.

### **DOWNTOWN INVESTMENT AUTHORITY CEO POSITION**

The CEO is responsible for the day-to-day management of the staff and budget of the DIA. The CEO will execute the strategic direction of the DIA, and develop and maintain excellent relationships with all downtown and community stakeholders, including elected officials, property owners and developers, business operators, residents, government agencies, and community leaders.

### **SKILLS AND EXPERTISE**

The successful candidate will possess a strong combination of skills, expertise, professional and visionary attributes. A goal-driven approach is important, along with the ability to maintain a positive, can-do attitude marked by innovative, out-of-the-box thinking.

### **Urban Visioning**

- Demonstrated experience as a visionary with the ability to see beyond the present.
- Demonstrated creative drive to identify new solutions and think outside the box.
- Ability to develop and implement Downtown visioning plans.
- Knowledge of Downtown and community central core development issues to include: community building, neighborhood engagement, transportation oriented development, housing development, and open space/public realm integration, river-front design and development.
- Knowledge of the principles and practices of urban planning to include: design guidelines, zoning, historic preservation and housing.
- Knowledge of the principles required to create urban "life, activity, and sustainable vitality."

- Proven ability developing and monitoring local, state and federal legislation, programs and proposals; demonstrated experience assessing potential implications and/or organizational opportunities of same.
- Demonstrated ability to coordinate and communicate organizational positions on local, state and federal issues; ability to facilitate personal contacts between executives and internal and external stakeholders with executive members of local and state governments.
- Proven ability to work with internal stakeholders to identify and solicit government funding opportunities. Demonstrated ability to direct the development of successful government proposals.
- Sense of architectural design and aesthetics, and urban place making.
- Ability to quickly grasp the history of downtown Jacksonville, and to be able to articulate a vision for Downtown as a center of employment commerce, culture, residence, entertainment, and historic preservation.

### **Downtown Development**

- Strong economic development credentials with both private sector and government real estate and finance.
- Experience working in collaboration with local and regional economic development organizations.
- Demonstrated strong negotiating skills in packaging deals with prospective investors, developers and business owners.
- Familiarity with local, state and federal funding resources (tax incentives, etc.) available for deal making.
- Knowledge of, and experience in, leading successful Downtown development initiatives.
- Expertise in crafting public/private partnerships.
- Strong understanding of urban design principles as they relate to central business district characteristics.
- Ability to manage projects in a manner consistent with their stated objective(s).
- Ability to prepare and make comprehensive presentations.
- Ability to research and answer complex questions.
- History and proven track record of influencing diverse organizational stakeholders with regard to coordinated strategic planning, branding, and unified tactical implementation

**Government Relations**

- Proven ability developing and monitoring local, state and federal legislation, programs and proposals; demonstrated experience assessing potential implications and/or organizational opportunities of same.
- Demonstrated ability to coordinate and communicate organizational positions on local, state and federal issues; ability to facilitate personal contacts between executives and internal and external stakeholders with executive members of local government and state government.
- Ability to establish and maintain effective working relationships with civic leaders, other City officials and the general public

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## INDEMNIFICATION

Consultant, its subsidiaries, and subConsultants of any tier (collectively the "Indemnifying Parties") shall hold harmless, indemnify, and defend the Buyer and its current and past officers, directors, members, representatives, affiliates, agents, employees, successors and assigns (collectively the "Indemnified Parties") against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and cost and expense of whatsoever kind or nature (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties, arising directly or indirectly out:

any of Consultant's operations, work or services performed in connection with this Agreement including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of Consultant, its employees, representatives, agents, affiliates or assigns, regardless of where the damage, injury or death occurred.

any allegation that the Services, any product generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right, regardless of whether such injury or damage is caused by negligence, errors and omissions, recklessness, or intentionally wrongful conduct. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, Consultant shall, immediately, make every reasonable effort to secure for the Buyer a license, authorizing the continued use of the Service or product. If Consultant fails to secure such a license for the Buyer, then Consultant shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the Buyer at no additional cost to the Buyer, so that the Service or product is non-infringing.

any violation of any federal, state, or municipal laws, statutes, resolutions, or regulations, by Consultant or those under its control; or.

any breach of any covenant, obligation, representation or warranty made by Consultant in this Agreement or in any certificate, document, writing or other instrument delivered by Consultant pursuant to this Agreement.

This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section shall survive the Term and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

To the extent an Indemnified Party exercises its rights under this section, the Indemnified Party will (1) provide reasonable notice to Consultant of the applicable claim or liability, and (2) allow Consultant to participate in the litigation of such claim or liability (at Consultant's expense) to protect its interests. Each Party will cooperate in the investigation, defense and settlement of claims and liabilities that are subject to indemnification hereunder, and each Party will obtain the prior written approval of the other Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed or conditioned.

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## INSURANCE

Without limiting its liability under this Agreement, VENDOR and subConsultants of any tier shall procure and maintain at their sole expense, during the term of the Agreement, insurance of the types and in the minimum amounts stated below:

<b>SCHEDULE</b>	<b>LIMITS</b>
Workers' Compensation	Florida Statutory Coverage
Employer's Liability (including appropriate Federal Acts)	\$1,000,000 Each Accident \$1,000,000 Disease Policy Limit \$1,000,000 Each Employee/Disease

The VENDOR'S insurance shall cover the VENDOR, employees (and to the extent its subConsultants of any tier are not otherwise insured) 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 and any other applicable federal or state law.

**Commercial General Liability - (Form CG0001)**

(ISO Form CG0001 as filed for use in the State of Florida without any restrictions endorsements other than those which are required by the State of Florida, or those which, under an ISO Filing, must be attached to the policy (i.e., mandatory endorsement).

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

Automobile Liability (Coverage for all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit
--	-----------------------------------

(The CITY of Jacksonville shall be endorsed as an additional insured under all of the above Commercial General Liability coverage and Automobile Liability. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the CITY)

Professional Liability	\$5,000,000 Per Claim
And Employee Benefits Plan Liability)	\$5,000,000 Aggregate

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this agreement and with a three year reporting option beyond the annual expiration date of the policy). The

Umbrella Liability \$2,000,000 Each Occurrence/Agg.

(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 provide on an Occurrence basis all coverages listed above and shall be included in the Umbrella policy.)

Fidelity Bond \$5,000,000 Per Loss

a. Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing Services, 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. VENDOR shall provide the CITY thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal.

b. Anything to the contrary notwithstanding, the liabilities of VENDOR 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 VENDOR shall relieve VENDOR or its sub-VENDORS from the responsibility of providing insurance as required by the contract.

c. The deductible amounts for any peril shall be deemed usual and customary in the insurance industry. VENDOR shall be responsible for payments of its deductible(s).

d. Depending upon the nature of the Services and accompanying exposures and liabilities, the CITY may, at its sole option, require additional insurance coverage in the amounts responsive to those liabilities, which may or may not require that the CITY also be named as an additional insured.

e. VENDOR's insurance will be primary and not contributory.

### **NON-WAIVER**

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, the CITY's payment for the services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by a Participant or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

# **EQUAL BUSINESS OPPORTUNITY PROGRAM**

## **Encouragement Plan**

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability.

This project has been designated to be under the Equal Business Opportunity Program and has been selected to utilize the following method for achieving JSEB utilization and goals under the Equal Business Opportunity Program: **The Encouragement Plan.**

**Under the encouragement plan, vendors are required to make all efforts reasonably necessary to ensure that City certified JSEB have a full and fair opportunity to compete for performance on this project.**

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

You may contact the City's Equal Business Opportunity Office for a copy of the JSEB directory or visit our web site at [www.JSEB.coj.net](http://www.JSEB.coj.net).

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# BID FORM

## City of Jacksonville Procurement Division

**DATE:**

**P-XXXX**

<b>THIS FORM MUST BE SIGNED AND INCLUDED IN BID SUBMISSION</b>							
<p><u>COMPANY NAME AND ADDRESS:</u></p>   <p>FID/SSN # _____</p>	<p><u>SUBMIT BID IN DUPLICATE</u></p> <p>Bid to be submitted before 2:00 P.M. in Suite #105, 214 N. Hogan St</p> <p>This bid will open on <b>XXXXX</b> at 2:00 P.M.</p> <p><b>Ed Ball Building, 8<sup>th</sup> Floor, Room #853, 214 N. Hogan St, Jacksonville, FL</b></p> <p>Responses to bid must be in ink or typewritten.</p> <p><b>PURCHASING ANALYST: XXXXXX      Phone: (904) 255-8810</b></p>						
<p><u>BID SECURITY REQUIREMENTS:</u></p> <p>None Required</p>	<p><u>TERM OF CONTRACT:</u> The initial term of agreement will commence upon execution of the Contract and will continue for a six month period. Buyer will have the option to renew such agreement for up to one (1) additional year upon satisfactory performance by Consultant.</p>						
<p><u>SAMPLE REQUIREMENTS:</u></p> <p>None Required</p>	<p><u>PERFORMANCE BOND:</u></p> <p>None Required</p>						
<p><u>QUANTITIES:</u> N/A</p>	<p><u>FOR TECHNICAL INQUIRIES, CONTACT:</u></p> <p><u>Annette Burney</u> <a href="mailto:aburney@coj.net">aburney@coj.net</a> 904-255-8810</p> <p><u>Questions regarding this bid must be submitted in writing to the analyst by Wednesday, September 5, 2018 at 4:00 p.m.</u></p>						
<b>AGENCY: Downtown Investment Authority</b>							
<p>The purpose of this RFP is to seek out firms that can assist the DIA in identifying candidates that meet the criteria set forth in this document.</p>							
<b>**Bidders must complete all applicable sections below**</b>							
<p><b>Terms of Payment:</b> Net or ____% discount ____days (discounts offered for payment periods of less than 30 days will not be considered in recommendation of award)</p>							
<b>Bidders Certification</b>	<p><b>MATERIAL IS F.O.B.</b></p> <p>Delivery will be made in no less than ____ business days from receipt of Purchase Order.</p>						
<p>We have received addenda __ through __</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;">Handwritten Signature of Authorized Officer of Firm</td> <td style="width: 40%; border-bottom: 1px solid black;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Print Individual's Name &amp; Title</td> <td style="border-bottom: 1px solid black;">Phone Number      Fax Number</td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black;">Email:</td> </tr> </table>	Handwritten Signature of Authorized Officer of Firm	Date	Print Individual's Name & Title	Phone Number      Fax Number	Email:	
Handwritten Signature of Authorized Officer of Firm	Date						
Print Individual's Name & Title	Phone Number      Fax Number						
Email:							

**Bidders are to submit One signed original AND Two copies of the entire response and labeled accordingly.**

## **GENERAL CONDITIONS**

**1. RESERVATIONS:** The City of Jacksonville, Florida reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville. The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds if required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

**SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS BID THEY SHOULD CONTACT THE PROCUREMENT DIVISION IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING ITS BID.**

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

**2. QUOTATIONS:** No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF OF THE PROCUREMENT DIVISION.

**3. TAXES:** The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

**4. CARTAGE:** No charge will be allowed for cartage or packages unless by special agreement.

**5. "OR EQUAL" INTERPRETATION:** Even though a particular manufacturer's name of brand is specified, bids will be considered on other brands or on the products of other manufacturers unless noted otherwise. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

**6. DEVIATIONS TO SPECIFICATIONS:** In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

**7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:**

a. Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment: may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

**8. SAMPLES:** The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked "**Sample for the Procurement Division**" and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

**9. PERFORMANCE BOND:** When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted. The surety thereon must be such surety Contractor as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

**10. PROVISION FOR OTHER AGENCIES:** Each bidder agrees when submitting his bid that he will make available to all City agencies and departments, bi-City agencies, in-City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

**11. GUARANTEE:** The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

**12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.**

**13. COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."**

**14. ERRORS IN BIDS:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

**15. PROCUREMENT DIVISION AS AGENT:** When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No's 1 - 14.

**16. OFFICE OF INSPECTOR GENERAL:** The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

**17. ETHICS PROVISION FOR VENDORS/SUPPLIERS:** The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, 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.

**18. NONDISCRIMINATION PROVISIONS:** As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

**19. LEGAL WORKFORCE:** Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
- b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

**20. LICENSES REQUIREMENT:** Bidders/vendors responding to a solicitation or by acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

**21. ELECTRONIC PAYMENTS:** Bidders/vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at [www.coj.net](http://www.coj.net) under the Online Forms link on the Finance Department page.



## SUPPLEMENTAL CONDITIONS

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1. **SUBMISSION OF BIDS:**

All bids must be submitted no later than the designated bid opening date and time as specified in the bid documents.

Submit bids to:  
City of Jacksonville  
Procurement Division  
214 N. Hogan Street, Rm 105  
Jacksonville, Florida 32202

Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk.

**LATE BIDS ARE NOT CONSIDERED.**

Bid only on the bidding form(s) supplied herewith, using ink or typewriter. Any changes or alterations must be initialed by the person signing the bid. Bidders' signature on the Bid Form (Form GB-102) signifies that the bidder has familiarized himself with all the Terms and Conditions of this bid, and agrees to them all, and that his bid is made and submitted for the items as specified and detailed herein unless exceptions are clearly noted and that the prices quoted herein are firm for the duration of this bid. Failure to submit a signed Bid Form with bid submission will be grounds for bid rejection. Violations of any of the Terms and Conditions of this bid and delivery time stated can result in the Bidder's suspension from all bid lists of the City of Jacksonville and its agencies and penalties provided for by the Purchasing code of the City of Jacksonville.

**Please use the green label enclosed when submitting your bid, be sure to write the bid number and the open date on the label. If you downloaded the bid package you will not have a green label. Please write your bid number and open date on the outside of the sealed envelope. Failure to do so may result in your bid being returned unopened.**

2. **BID/SURETY REQUIREMENTS:**

All Bids that may require a bid security or surety in the form of a certified check, cashier's check or bid bond in the amount as prescribed in the bid documents must accompany the bid submission prior to the scheduled bid opening. Certified and cashier's checks will be deposited by the City and reimbursement checks will be issued once an award is made. Failure to submit the above information timely will be grounds for rejection of bid.

3. **BID OPENING AND TABULATION:**

Due to the large number of bids to be opened, and the numerous items contained in some bids, such bids will not be tabulated at the bid opening. Bids may be reviewed by arrangement with the respective buyer. Bidders desiring a copy of the tabulation sheet and the award recommendation must include a self-addressed, stamped envelope with their bid. If a copy of the tabulation sheet is desired prior to award, then two (2) self-addressed, stamped envelopes must be included.

**BID RESULTS AND AWARD RECOMMENDATIONS WILL NOT BE GIVEN BY TELEPHONE**

4. **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.

B. **Jacksonville Small Business Enterprise (JSEB) and Minority Business Enterprise (MBE)** - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE 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 five (5) 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. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

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

5. **PUBLIC ENTITY CRIME INFORMATION:**

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.

6. **AUDIT PROVISION**

A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all 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.

7. **W-9 REQUIREMENT**

All bidders are encouraged to submit with their bid submission a revised W-9 if any company information has changed within the last six (6) months. It is the vendor's responsibility to ensure that the City has a current W-9 on file and as listed in the JaxPRO system.

8. **SOLICITATION SILENCE POLICY**

The City of Jacksonville's Procurement Division has implemented a Solicitation Silence Policy that prohibits certain oral communication regarding a solicitation during the period the policy is in effect. Written communications to the Chief of the Procurement Division or his/her staff are allowed at all times.

**Prohibitions**

Any oral communication regarding a particular solicitation is prohibited between a potential vendor, service provider, bidder, lobbyist or consultant and city employees, staff, or hired consultant.

**Exceptions to the Solicitation Silence Policy**

Unless specifically provided in the applicable solicitation document the Solicitation Silence Policy does not apply to the following:

- communications regarding a particular solicitation between the Chief of the Procurement Division or his/her staff responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document
- communications between a potential vendor, service provider, bidder, consultant or lobbyist and city employees responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures
- communications with the Office of General Counsel and his/her staff
- emergency procurements of goods and services pursuant to Chapter 126.102(e)
- oral communications at pre-bid conferences
- oral presentations before publicly noticed committee meetings
- contract negotiations during any duly noticed public meeting
- duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation
- communications in writing at any time to the Chief of Procurement Division or his/her staff unless specifically prohibited by the applicable solicitations document

**Commencement and Termination of the Solicitation Silence Period**

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

**Written Communication during the Solicitation Silence Period**

When the Solicitation Silence period is in effect, any communication shall be in writing, unless one of the exceptions applies. Written communication may be in the form of letter, email or facsimile.

**If Not an Exception**

If an oral inquiry call for an answer or response that is not within the scope of the exception, kindly request that the question be presented in writing to the Chief of the Procurement Division or his/her staff and that a response will, in turn, be given

**CONFLICT OF INTEREST CERTIFICATE**

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

***SECTION I***

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official (type or print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

***SECTION II***

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

Name	Title of Position	Date of Filing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official (type or print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

***PUBLIC OFFICIAL DISCLOSURE***

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

Public Official \_\_\_\_\_

Position Held \_\_\_\_\_

Position or Relationship with Bidder \_\_\_\_\_

# Executive Search Services for Downtown Investment Authority

## PRICE SHEET FORM 1

Consultant Name \_\_\_\_\_

FID/SSN Number \_\_\_\_\_

### **Flat Fee**

1. Provide a Flat Fee to provide all services described in this RFP.

\$ \_\_\_\_\_

\_\_\_\_\_  
Handwritten Signature of Authorized Officer of Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Individuals' Name and Title

\_\_\_\_\_  
Contact Phone Number

**DISQUALIFIED/PROBATIONARY Vendors List**

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

VENDOR	VENDOR-FEIN #	Date of Disqualification	Eligibility Reinstatement Date
Able Lumber and Supply	593198312	07/18/1997	07/18/1998
**Aquino Construction Company, Inc.	00001424	07/28/2017	07/28/2018
Armored Car Services	593191058	02/10/2000	02/10/2001
*Arnett Contracting, Inc.	223965485	06/04/2010	06/04/2013
*Aztec American Builders, Inc.	00012849	01/10/2018	01/10/2021
**B & H Full Service Cleaning, Inc.	****3840	11/19/2010	11/19/2011
C & H Construction	593216284	03/07/2002	03/07/2003
Carolina Paper Mill	593579372	10/20/1980	10/20/1981
*Cleft Landscape Mgmt.	590036843	10/26/2000	10/26/2001
Concerned Citizens of Developing the Disable, Inc. d/b/a A.I.C.R.		07/23/1998	07/23/1999
Court Yard Concepts	593198312	05/07/1997	05/07/1998
Creed Company	45357941	03/07/1990	03/07/1991
D&D Site Work, Inc.		10/9/2013	10/9/2016
Dajis Construction, Inc.	****2318	12/16/2015	12/16/2016
Elite Public Safety		03/25/2000	03/25/2001
Fire Defense Centers	593035606	06/08/1987	06/08/1988
*First Coast Site Contractors	273995727	10/26/2012	10/26/2013
**Francbeth, Inc.	593658944	7/9/2014	7/9/2015
*GA Janitorial Cleaning Svcs., Inc.	010684614	08/31/2009	08/31/2010
George Patterson & Assoc.	59317759	06/05/1998	06/05/1999
G K Solutions	593541756	09/08/1999	09/08/2000
**J&J Recycling and Demo, LLC	****1758	4/21/2015	10/21/2015
Kingdom Cleaning	****6694/****9588	10/20/2015	10/20/2017
*Process Server Enterprises, LLC	263336079	04/29/2010	04/29/2011
**Ray T. Freiha Construction, Inc.	593615599	06/01/2010	06/01/2012
*The Real Dirt Busters	****3042	10/26/2012	10/26/2015
The Rose Group, LLC	****0716	07/21/2015	07/21/2018
**Sheza General Contractors, Inc.	593430930	11/02/2010	11/02/2011
Tiger Tale Publication		05/21/1998	05/21/1999
Whittle & Sons		07/25/1980	07/25/1981

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

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

Revised 1/12/18

# CITY OF JACKSONVILLE



## PROCUREMENT DIVISION

214 N. Hogan Street – 8<sup>th</sup> floor, Jacksonville, Florida 32202  
(904) 255-8800-Ph; (904) 255-8837-Fax; [www.coj.net](http://www.coj.net)

## PROCUREMENT PROTEST PROCEDURES

### 126.106(e) PROTEST PROCEDURES

- 126.106(e)(1) Purpose and Scope
- 126.106(e)(2) Definitions
- 126.106(e)(3) Timely Notice of Protest
- 126.106(e)(4) Extension Request / Supplemental Protest Documentation
- 126.106(e)(5) Delivery
- 126.106(e)(6) Process
- 126.106(e)(7) Protest Hearing Rules and Procedures
- 126.106(e)(8) Independent Agency, Board or Delegated Authority

#### 126.106(e)(1) Purpose and Scope

(a) These protest procedures are promulgated pursuant to § 126.106(e) of the Jacksonville Ordinance Code (the “Code”), which authorizes the Chief of the Procurement Division (the “Chief”) to “prepare and publish rules and regulations governing bid protests.” In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid and enforceable regardless of the invalidity of any other provision.

(b) In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the “Protestant”), must timely file a written Notice of Protest seeking to challenge the decision or intended decision. The issue(s) raised and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with § 126.106(e)(4), hereof, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only

issue(s) and information the Protestant may present for consideration before the applicable committee.

#### 126.106(e)(2) Definitions

For the purpose of these Bid Protest Procedures, the following definitions are provided:

(a) “Competitive solicitation” or “solicitation” shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.

(b) “Posting” means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized Internet website, by placing the same on the bulletin board(s) designated by the Procurement Division for this purpose, or as may be consistent with § 126.102(m) of the Code.

(c) “Exceptional purchase” means any purchase excepted by law or rule from the requirements for competitive solicitation, including without limitation purchases pursuant to §§ 126.107, 126.206, 126.207, 126.211, 126.307, 126.309, 126.311, 126.312, or 126.313 of the Code.

(d) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.

(e) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

(f) "Procurement process" has the same meaning as "contract solicitation or award process."

#### **126.106(e)(3) Timely Notice of Protest**

(a) **Recommendations of Award and/or Bid Rejection.** A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.

(b) **Bid/Proposal Specifications and/or Requirements.** A Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.

(c) **Computation of Time** - The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a). Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

(d) **Form and Content of the Notice of Protest** - A written Notice of Protest shall: (i) be addressed to the Chief; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to

identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

#### **126.106(e)(4) 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 (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to the same.

#### **126.106(e)(5) Delivery**

The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement at 214 N. Hogan Street, 8<sup>th</sup> floor, Jacksonville, Florida 32202 or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

#### **126.106(e)(6) Process**

(a) Upon receipt of a timely filed written Notice of Protest, the Chief or his/her designee shall schedule and provide notice of the time, date and place that the protest will be heard. The protest will be heard before the General Governmental Awards Committee ("GGAC"), the Professional Services Evaluation Committee ("PSEC"), or the Competitive Sealed Proposal Evaluation Committee ("CSPEC"), whichever is applicable. The Chief or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Chief or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Chief or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.

(b) 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.

(c) When a Notice of Protest is filed pursuant to § 126.106(e)(3)(b), hereof, the Chief or applicable awards committee chairperson shall have the discretion to direct that the solicitation in question not be opened pending the resolution of the protest.

**126.106(e)(7) Protest Hearing Rules and Procedures**

(a) Hearings hereunder shall be heard before the applicable committee, and shall 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 a representative of the Procurement Division. Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, 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. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Procurement Division and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be

relaxed at the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Procurement Division recommendation or the decision or intended decision in question was clearly erroneous, arbitrary or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the Mayor or his designee, said vote and/or decision of the applicable awards committee shall be posted and shall represent final agency action.


**126.106(e)(8) Independent Agency, Board or Delegated Authority**

If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the City's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

**CERTIFICATE OF  
ADOPTION AND IMPLEMENTATION**

The preceding Procurement Protest Procedures are hereby adopted this 1<sup>st</sup> day of October, 2011, by the undersigned Chief of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, superseded, or abolished.

**Procurement Division**

  
Gregory Pease, Chief  
City of Jacksonville  
214 N. Hogan Street, 8<sup>th</sup> floor  
Jacksonville, Florida 32202  
(904) 255-8800 – Phone  
(904) 255-8837 – Facsimile  
gpease@coj.net



**TAB III MATERIALS**  
**2018 RFP Scope of Services**

## **SPECIFICATION AND SCOPE**

### **SECTION II**

The selected provider will be required to meet with the Board of Directors of the DIA or a subcommittee of the Board, in a group setting or one-on-one, or both, to (i) assist in the refinement of the job description for the Downtown Investment Authority CEO position, (ii) identify and establish candidate qualifications and character standards, and (iii) refine certain compensation terms for the position. The current job description and certain minimum candidate qualifications are set forth below.

The selected consultant will report to the Board of Directors of the DIA, providing the necessary financial and administrative reporting information and support to enable the Board to make responsible and prudent policy decisions.

### **DOWNTOWN INVESTMENT AUTHORITY CEO POSITION**

The CEO is responsible for the day-to-day management of the staff and budget of the DIA. The CEO will execute the strategic direction of the DIA, and develop and maintain excellent relationships with all downtown and community stakeholders, including elected officials, property owners and developers, business operators, residents, government agencies, and community leaders.

### **SKILLS AND EXPERTISE**

The successful candidate will possess a strong combination of skills, expertise, professional and visionary attributes. A goal-driven approach is important, along with the ability to maintain a positive, can-do attitude marked by innovative, out-of-the-box thinking.

### **Urban Visioning**

- Demonstrated experience as a visionary with the ability to see beyond the present.
- Demonstrated creative drive to identify new solutions and think outside the box.
- Ability to develop and implement Downtown visioning plans.
- Knowledge of Downtown and community central core development issues to include: community building, neighborhood engagement, transportation oriented development, housing development, and open space/public realm integration, river-front design and development.
- Knowledge of the principles and practices of urban planning to include: design guidelines, zoning, historic preservation and housing.
- Knowledge of the principles required to create urban "life, activity, and sustainable vitality."

- Proven ability developing and monitoring local, state and federal legislation, programs and proposals; demonstrated experience assessing potential implications and/or organizational opportunities of same.
- Demonstrated ability to coordinate and communicate organizational positions on local, state and federal issues; ability to facilitate personal contacts between executives and internal and external stakeholders with executive members of local and state governments.
- Proven ability to work with internal stakeholders to identify and solicit government funding opportunities. Demonstrated ability to direct the development of successful government proposals.
- Sense of architectural design and aesthetics, and urban place making.
- Ability to quickly grasp the history of downtown Jacksonville, and to be able to articulate a vision for Downtown as a center of employment commerce, culture, residence, entertainment, and historic preservation.

### **Downtown Development**

- Strong economic development credentials with both private sector and government real estate and finance.
- Experience working in collaboration with local and regional economic development organizations.
- Demonstrated strong negotiating skills in packaging deals with prospective investors, developers and business owners.
- Familiarity with local, state and federal funding resources (tax incentives, etc.) available for deal making.
- Knowledge of, and experience in, leading successful Downtown development initiatives.
- Expertise in crafting public/private partnerships.
- Strong understanding of urban design principles as they relate to central business district characteristics.
- Ability to manage projects in a manner consistent with their stated objective(s).
- Ability to prepare and make comprehensive presentations.
- Ability to research and answer complex questions.
- History and proven track record of influencing diverse organizational stakeholders with regard to coordinated strategic planning, branding, and unified tactical implementation

**Government Relations**

- Proven ability developing and monitoring local, state and federal legislation, programs and proposals; demonstrated experience assessing potential implications and/or organizational opportunities of same.
- Demonstrated ability to coordinate and communicate organizational positions on local, state and federal issues; ability to facilitate personal contacts between executives and internal and external stakeholders with executive members of local government and state government.
- Ability to establish and maintain effective working relationships with civic leaders, other City officials and the general public

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**TAB III MATERIALS  
2018 RFP Scoring Criteria**

selected Consultants that are determined to be the best qualified based upon evaluation of the Responses.

The determination of which Consultants are “best qualified” will be based upon the criteria set forth in the RFP.

Before making an award, DIA reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the Response.

DIA reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if DIA determines that doing so will serve DIA’s best interests. DIA may reject any Responses not submitted in the manner specified by the RFP.

## 9. EVALUATION CRITERIA

The Evaluation Committee shall determine qualifications, interest and availability by reviewing the written responses received, and, when deemed necessary, by conducting formal interviews of selected proposers that are determined to be best qualified based upon the evaluation of written responses. It is the sole responsibility of each proposer to address in its proposal each of the selection criteria described herein. Provide with your proposal any other information which would be relevant to the application of the selection criteria to your proposal.

The proposal evaluation criteria, and applicable scoring maximums, are set forth below. In the event interviews are conducted, up to 10 additional points may be added to the overall averaged score.

a. Qualification/Experience related to this proposal **(45 Maximum Points):**

To include technical education, training and experience in similar assignments, particularly with respect to top executives in the downtown development industry. Specific description of services performed for other Florida governmental entities, and familiarity with Florida’s Sunshine Laws should be set forth, if applicable, and may result in higher points awarded.

b. Statement Defining Understanding of Need; Schedule for Completion **(15 Maximum Points):**

Set forth a clear statement of the needs of the Authority for the services sought, and a detailed schedule for timely completion of the assignment.

c. **Search Methodology and Approach (10 Maximum Points):**

Qualities and indicators that should receive consideration, should generally include the company's performance in converting the Scope of Services in to a work plan, the detail and clarity as to the respondent's approach to undertaking the project, company's ability to identify any special problems or concerns associated with the project and ideas how these obstacles should be addressed, including any approach which are designed to save time and money.

d. **Fees and Expenses (10 Maximum Points):**

Provide a flat fee on Price Sheet Form 1. State with particularity the basis of fees, any caps or floors, and any additional costs or expenses (including out-of-pocket expenses) for which reimbursement will be expected.

e. **References (20 Maximum Points)**

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**TAB III MATERIALS**  
**2018 RFP Minimum Qualifications**



## **2. MINIMUM REQUIREMENTS**

The Consultant must satisfy the following mandatory minimum requirements in order to have their Responses evaluated. By submitting the Consultant warrants and represents that it satisfies these requirements. Failure to meet these requirements may result in the Response not being evaluated and being rejected as non-responsive:

Proposer must:

- a. Provide evidence demonstrating they have experience in placing qualified candidates in executive level leadership positions in other large and medium sized Cities throughout the United States. A majority of those placements must have remained in place for two years or longer.
- b. The Consultant shall provide current proof of all business licenses required by local, state, and federal law as applicable.

**TAB III MATERIALS**  
**Jorgenson Consulting Services Contract (2018 Search Firm)**

**SERVICES CONTRACT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
JORGENSEN CONSULTING, INC.  
FOR  
DIA EXECUTIVE SEARCH SERVICES**

**THIS CONTRACT** (“Contract”) is made and entered into this 19 day of November, 2018 (the “Effective Date”), by and between the CITY OF JACKSONVILLE (the “CITY”), a municipal corporation existing under the Constitution and the laws of the State of Florida, and JORGENSEN CONSULTING, INC., (the “CONTRACTOR”), a North Carolina corporation authorized to transact business in Florida and with its principal offices at 2618A Battleground Avenue, Suite 149, Greensboro, North Carolina 27408.

**WHEREAS**, the CITY issued a Request for Proposal No. P-03-19 (the “RFP”) for certain executive search services described in the RFP; and

**WHEREAS**, based on CONTRACTOR’S response to the RFP dated November 7, 2018, consisting of 21 pages (the “Response”), the CITY has negotiated and awarded this Contract to CONTRACTOR;

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

**1. Performance of Services.** CONTRACTOR shall provide CITY with all of the services and deliverables described in the RFP, the Response and this Contract (collectively, the “Services”). If any services, functions or responsibilities are not specifically described in the RFP, the Response or this Contract but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. CONTRACTOR shall undertake and perform the Services in accordance with all applicable CITY rules, regulations, policies and *Ordinance Code* provisions.

**2. Compensation.** CONTRACTOR will be paid by the CITY for the Services as follows:

The fee for conducting the Services shall be \$55,000.00, and includes the following consulting expenses: CONTRACTOR travel up to \$3,000; communication/advertising costs up to \$1,000; candidate travel to be paid by the CITY pursuant to Chapter 106, Part7, *Ordinance Code*; and up to two (2) background checks. **All such Service fees and consulting expenses shall in no event exceed the amount of \$55,000.00.** If any additional services are provided by CONTRACTOR to the CITY,

CONTRACTOR acknowledges and understands that any further fees, expenses or approvals will require a Contract amendment and as such further CITY consideration and approvals as required pursuant to Chapter 126, *Ordinance Code*, and any other applicable CITY ordinance, rule, regulation, or policy.

The CITY shall compensate CONTRACTOR according to the following schedule:

- First invoice: \$18,333.33 will be billed upon commencement of the Services.
- Second invoice: \$18,333.33 will be billed after a candidate slate is presented, accepted and approved by the Downtown Investment Authority and the CITY Contract Manager.
- Final invoice: \$18,333.34 will be billed after the successful candidate is hired and has commenced employment.

The CITY shall pay CONTRACTOR within forty five (45) calendar days from the receipt of the invoice. All expenses and fees shall be itemized, include supporting documentation and receipts, and shall include the amount of payment requested, the amount previously paid, the total contract value, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by the CITY's Contract Manager. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes.

Any reimbursement for travel or travel related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, *Ordinance Code* of the CITY.

In the event that the Contract is terminated by the CITY without cause before the completion of the Services, CONTRACTOR shall only charge and the CITY shall pay only (i) a Services fee of \$277.77 per day from the Effective Date to the termination date, plus (ii) all authorized consulting expenses; provided that a deduction shall be made for any payments previously made to CONTRACTOR under this Contract and the total amount of all payments for fees and expenses hereunder shall not exceed \$55,000.

In the unlikely event that successful candidate is not hired and has not commenced employment by the end of the initial term of this Contract, CONTRACTOR shall continue to work for up to six (6) months thereafter at no further charge except for direct out-of-pocket expenses as approved by the Contract Manager which will be billed on a monthly basis until the Services terminate.

**3. Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed FIFTY-FIVE THOUSAND

DOLLARS (\$55,000.00). All required CITY payments are subject to and contingent upon a lawful appropriation of funds therefore.

4. **Term.** The initial term of this Contract shall commence on the Effective Date and shall expire six (6) months therefrom, unless sooner terminated as set forth herein. This Contract may be renewed for up to one (1) additional (1) year period upon the mutual agreement of the parties.

5. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- The RFP
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Notices.** All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:

City of Jacksonville  
Downtown Investment Authority  
117 West Duval Street, Suite 310  
Jacksonville, FL 32202  
Attn: Brian Hughes

As to CONTRACTOR:

Jorgenson Consulting, Inc.  
c/o Todd W.S. Jorgenson, Managing Director and Principal  
2618A Battleground Avenue, Ste. 149  
Greensboro, NC 27408  
office (336) 370-6360

7. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Contract Manager is Brian Hughes, and CONTRACTOR'S Contract Manager is Todd W.S. Jorgenson, Managing Director and Principal whose address is 2618A Battleground Avenue, Greensboro, NC 27408. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

8. **CITY's Right to Terminate Without Cause.** CITY reserves the right to terminate the Contract at any time and for any reason by giving written notice to CONTRACTOR. If the Contract is terminated for convenience as provided herein, CITY will be relieved of all further obligations other than payment specified in Section 2 above. Access to any and all work papers will be provided to the CITY after the termination of the Contract. The parties understand and agree that CONTRACTOR shall not have a reciprocal right to terminate the Contract for convenience; it being understood that CITY's payment for Services forms the consideration for CONTRACTOR not having this right. In the event of CITY's termination of the Contract, CITY (in its sole discretion) may also require CONTRACTOR to provide transitional services as determined by the CITY.

9. **Non-Discrimination Provisions.** As required by Section 126.404, *Ordinance Code*, CONTRACTOR represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of the Contract. CONTRACTOR agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the CITY and any of its employees and officers, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that CONTRACTOR shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. CONTRACTOR agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

10. **No Subcontracting.** CONTRACTOR will not subcontract any of the Services under this Contract. Accordingly, the prompt payment provisions required by Chapter 126, Part 6, *Ordinance Code* will not apply.

11. **Contingent Fees Prohibited.** In conformity with Section 126.306, *Ordinance Code*, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona-fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or any other

consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, CITY shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

12. **Truth in Negotiation Certificate.** Pursuant to Section 126.305, *Ordinance Code*, the execution of the Contract by CONTRACTOR shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby CONTRACTOR states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further CONTRACTOR agrees that the compensation hereunder shall be adjusted to exclude any significant sums where 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 the Contract.

13. **Compliance with Applicable Laws.** CONTRACTOR must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, *Ordinance Code* (the Jacksonville Ethics Code);
- Chapter 126, *Ordinance Code* (the Jacksonville Purchasing Code);
- Chapter 55, Part 3, *Ordinance Code* (the Jacksonville Downtown Investment Authority); and
- All licensing and certification requirements applicable to performing the Services.

14. **Governing State Law/Severability/Venue/Waiver of Jury Trial.** The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

15. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by CONTRACTOR. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the CITY or by including such terms on a purchase order or payment

document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

16. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

17. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**




IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

**DOWNTOWN INVESTMENT  
AUTHORITY**

By   
\_\_\_\_\_  
Brian Hughes  
Chief Executive Officer

In accordance with the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.


  
\_\_\_\_\_  
Director of Finance  
City Contract Number: \_\_\_\_\_


Form Approved:

  
\_\_\_\_\_  
Office of General Counsel

ATTEST:

**JORGENSON CONSULTING, INC.**

By   
\_\_\_\_\_  
Signature  
DENNIS MATTHEWS  
\_\_\_\_\_  
Type/Print Name  
SALES CLERIC  
\_\_\_\_\_  
Title

By   
\_\_\_\_\_  
Todd W.S. Jorgenson  
Managing Director and Principal

**Encumbrance and funding information for internal City use:**

**Account..... Purchase Order**

**Amount.....\$55,000.00**

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be **encumbered** by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

  
\_\_\_\_\_  
Director of Finance  
City Contract # 9827-01

Contract Encumbrance Data Sheet follows immediately.