



*Thursday, May 2, 2013 – 9:00 a.m.*

**DOWNTOWN INVESTMENT AUTHORITY**

**HEMMING PLAZA COMMITTEE**

Jim Bailey, Chair  
Kay Harper, Committee Member  
Melody Bishop, Committee Member

**I. CALL TO ORDER**

**II. DISCUSSION**

Request for Proposals for Lease of City-Owned Property to Program, Operate and Maintain Hemming Plaza

**III. PUBLIC COMMENTS**

**IV. ADJOURNMENT**

**Request for Proposals  
For  
*Lease of City-Owned Property to  
Program, Operate and Maintain  
Hemming Plaza***

*April \_\_\_\_, 2013*

*Bid No:*



**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**

**REQUESTS FOR PROPOSALS  
NOTICE OF DISPOSITION / INVITATION TO OPERATORS  
TO LEASE CITY-OWNED PROPERTY TO PROGRAM, OPERATE AND MAINTAIN  
HEMMING PLAZA  
0 North Hogan Street  
Parcel 073752-0000  
JACKSONVILLE, FLORIDA  
BID # \_\_\_\_\_**

**SECTION 1**

**GENERAL INFORMATION**

**1.1 Introduction**

The City of Jacksonville (“City”) is requesting proposals (“Proposals”) from persons interested in leasing and developing, or entering into a ground lease and programming, operating and maintaining a parcel of City-owned property located in the core area of downtown Jacksonville. The parcel, at 0 Hogan Street North, consists of approximately 1.54 acres of land and is an improved park known as Hemming Plaza.

The Downtown Investment Authority (“DIA”) is the Community Redevelopment Agency (“CRA”) for community redevelopment areas within the boundaries of the Downtown. City Ordinance 2012-213-E, which granted the DIA such powers as authorized by the Community Redevelopment Act of 1969 (as amended), Chapter 163, Part III, Florida Statutes, (herein, the “Act”). It is the desire of the City and the DIA to stimulate and create economic redevelopment in the downtown area.

Further, it is the goal of the City to execute policies that result in sustainable growth, rising personal incomes, and to generate new tax revenue with well-planned redevelopment projects. Public/private partnerships are encouraged that will promote private capital investments especially in economically distressed areas and in the downtown.

Persons interested in responding to this RFP (“Proposers”) should review this RFP for instructions on how to respond and for the applicable contractual terms. This RFP is divided into the following sections:

- Section 1      General Information
- Section 2      Instructions for Responding
- Section 3      Indemnification, Insurance and JSEB Requirements
- Section 4      Additional Background and Illustrations

- Attachment 1- Proposal Format
- Attachment 2 - Conflict of Interest Certificate
- Attachment 3 - Form Ground Lease

In the event of conflicting provisions, the following sections of this RFP will have priority in the order listed: Section 1, Section 4, Section 2, Section 3, and finally the Attachments.

**1.2 Mandatory Pre-Proposal Meeting.**

There will be a mandatory pre-bid meeting to address Hemming Plaza details and requirements. All applicants will be required to attend. Proposals from those who do not attend will be rejected as non-responsive. The meeting will begin on \_\_\_\_\_, 2013, at 10:00 am at the Procurement Division Conference Room at 214 N. Hogan Street, Suite 800, Jacksonville, FL 32202. The purpose is to allow interested parties to tour the properties and make inquiries prior to submittal. The City will not be bound by any statement or information provided at the Pre-Proposal meeting unless the statement or information is confirmed in a follow-up Question and Answer under Section 2.2 of this RFP.

**1.3 Proposal Due Date.**

The deadline for submitting Proposals is \_\_\_\_\_ at 2:00 p.m. ET. Please see Sections 2.3 and 2.4 for more details.

**1.4 Proposal Delivery Location.**

Proposals must be delivered to the following location:

City of Jacksonville  
Procurement Division  
214 N. Hogan Street, Room 105  
Jacksonville, Florida 32202

**1.5 Proposal Opening.**

All Proposals received shall be publicly announced and recorded at 2:00 PM on the Proposal Due Date at the Proposal Delivery Location.

**1.6 Contact Person.**

The City's contact person for this RFP is:

Deidra Baines, CPPB  
Purchasing Analyst  
214 N. Hogan Street, Suite 800  
Jacksonville, FL 32202  
Ph: 904-255-8808  
E-Mail: dbaines@coj.net

Please refer to Section 2.9 for further information on who may and may not be contacted regarding this RFP.

**1.7 Questions and Requests for Amendments.**

Any questions, requests for information or requests for amendments to this RFP must be submitted in accordance with Section 2.2 of this RFP.

## SECTION 2

### GENERAL INSTRUCTIONS

#### Contents

- 2.1 Application of Chapter 126 and Other Laws
- 2.2 Questions and Requests for Amendment to RFP
- 2.3 Format/Content of Proposals
- 2.4. Submission of Proposals
- 2.5 Evaluation of Proposals
- 2.6 Award of Agreement
- 2.7 Execution of Agreement
- 2.8 Public Meetings and Special Accommodations
- 2.9 Ex-Parte Communication.
- 2.10 Cost of Developing RFP Proposal
- 2.11 Proposal Ownership.
- 2.12 Public Records Law; Process For Protecting Trade Secrets and Other Information
- 2.13 Multiple Proposals from Same Proposer; No Collusion.
- 2.14 Conflict of Interest.
- 2.15 Convicted Vendor List
- 2.16 Discriminatory Vendor List
- 2.17 Proposer Representations
- 2.18 Protests

**2.1 Application of Chapter 126 and Other Laws.** Unless otherwise provided in this RFP, the selection of and contracting with a Proposer will follow the procedures set forth in Part 2 of Chapter 126, Jacksonville Ordinance Code. Other provisions of federal, state, county and local laws, and administrative procedures, policies or rules may apply to the RFP and any claims or disputes arising hereunder. Lack of knowledge of the law or administrative procedures, policies, or rules shall not constitute a cognizable defense against their effect.

**2.2 Questions and Requests for Amendment to RFP.** If a Proposer (i) has questions about the RFP, (ii) finds discrepancies, omissions or ambiguities in the RFP, or (iii) believes any term or condition of the RFP is unreasonable, Proposer should request an amendment to the RFP. The request should reference the RFP section at issue and include any specific language that Proposer recommends using.

All requests for amendment must be submitted to the Contact Person in writing (via US mail, courier, e-mail, or hand delivery) and, unless otherwise specified in the RFP, be received by the Contact Person by \_\_\_\_\_, 2013, by 5:00 pm. Questions and requests for amendments directed to the Contact Person or to any other CITY personnel shall not constitute a formal protest of the RFP. Failure to request an interpretation or change will be considered evidence that Proposer understands and agrees to the provisions of the RFP.

The posting of a written amendment is the only official method by which interpretations, clarifications, changes or additional information will be given by CITY prior to the opening of Proposals. Any other interpretation, clarification, change or information will have no legal effect.

**CITY reserves the right to amend, cancel or reissue the RFP at its discretion. This includes the right to change the Proposal Due Date and the contract award date. Notice**

**of all amendments and cancellations will be posted on CITY's website (please contact the Contact Person if you are uncertain of the website address or if you experience problems accessing it). Proposer is responsible for monitoring this website for new or changing information.**

### **2.3 Format/Content of Proposals.**

- A. Proposals should conform to the format in Attachment 1 to this RFP. No proposal shall be longer than thirty-five (35) pages, excluding covers and section dividers. Proposals shall be in ink or typewritten. All corrections must be initialed. Proposals shall be limited to a page size of 8½" x 11". Font size less than 11-points is discouraged.
- B. Except as may be specifically requested in Section 2.5(B)(5), Proposer may not impose any additional terms or conditions to any aspect of the RFP. If Proposer desires a change or clarification to the terms or conditions of the RFP, Proposer must follow the process set forth in Section 2.2 ("Questions and Requests for Amendments").

### **2.4 Submission of Proposals.**

- A. The location and deadline for submitting Proposals is set forth in Section 1 of the RFP. Proposers are fully responsible for meeting these requirements. Reliance upon mail or public carrier is at Proposer's risk. Late bids will not be considered.
- B. Proposer shall submit:
  - 1) One (1) original signed version of its Proposal clearly marked as "ORIGINAL." The Proposal must be signed by an officer or employee having authority to legally bind Proposer.
  - 2) Six (6) hard copies of the entire Proposal.
  - 3) One (1) REDACTED scanned copy of the Proposal (if necessary pursuant to Section 2.12). This copy should be marked "Confidential – Trade Secret" or something comparable to alert the reader of Proposer's claim of a public records exemption.
  - 4) One (1) scanned copy (in .pdf format) of entire Response on a disk or flash drive.

All copies are to be placed in a sealed package. The outside must be marked with (i) the RFP title and number, and (ii) Proposer's name, address, contact person, and telephone number.

It is the sole responsibility of each Proposer to assure all copies are EXACT duplicates of the original Proposal. Photocopies will be used for the purpose of evaluating the Proposals. Any information contained in the original Proposal which has not been transferred to the photocopies will NOT be considered. The original document will be used solely for official record keeping and auditing purposes.

### **2.5 Evaluation of Proposals and BAFOs.**

- A. CITY will determine the qualifications, interest and availability of Proposers by reviewing all Proposals and ranking them based on the criteria set forth below.

CITY may, in its sole discretion, use the rankings to identify a short list of Proposers with whom to conduct discussions and obtain Best and Final Offers (“BAFOs”). In providing BAFOs, Proposers shall adhere to the guidance and instructions provided in writing by the CITY. Upon receiving BAFOs, the CITY reserves the right to have additional rounds of requests for information, and conduct further discussions and BAFOs, before making a final evaluation based on the criteria set forth below.

B. Proposals (including BAFOs) shall be evaluated on the following five (5) criteria:

**1. Qualifications and Experience of Proposer (20 Points).** The basis of awarding points in this criterion shall be the Proposer’s depth of experience in developing and operating similar projects in other locations. More points will be awarded to those firms with the most experience. The following information is requested:

- a. Provide the resumes of the key individuals who will be involved in the development of the proposed project.
- b. Describe your firm’s expertise (including, but not limited to, degrees, licenses, etc.), experience and track record in developing, redeveloping and operating projects similar to the one in the Proposal.
- c. Provide three references for similar efforts undertaken and completed including project designations and point of contact.

**2. Financial Capability and Capacity (20 points).** The basis of awarding points in this criterion shall be on the Proposer’s financial capability as evidenced by (i) a history of developing projects of similar or larger scope and obtaining financing or investment to support such projects, and (ii) financial resources sufficient to complete and implement all phases of the redevelopment project in a timely manner. The following information is requested:

- a. A complete sources and uses of funds analysis, a comprehensive real estate proforma, evidence of financing commitment or source of funding sufficient to complete the project in accordance with the development, evidence of ability to fund working capital and sustain start-up requirements.
- b. Proposers equity commitment to the project and the timing/disbursement for that commitment.
- c. Bank references or any other information the Proposer may wish to supply to demonstrate financial capability, ability to secure project debt and responsibility. Audited financial statements are preferred but not required as long as the Proposer can otherwise demonstrate its financial ability to complete and operate the proposed project.
- d. Projected financial structure of the project.

**3. Programming, Operations and Maintenance Plan (30 Points).** The basis of awarding points for this criterion shall be:



- a. The overall concept and vision for programming, operating and maintaining Hemming Plaza; and describe how the vision will integrate with and enhance the surrounding community that borders the development.
- b. The economic impact of the proposed project on the area, as evidenced by the level of private capital investment, the number of jobs (if any) created by the project, the projected wage levels, and the projected increase in ad valorem taxes generated by the project.
- c. How well the programming is coordinated with the City's Office of Special Events programming with Hemming Plaza.

**4. Development Schedule (15 Points).** The basis for awarding points for this criterion shall be:

- a. Schedule of anticipated infrastructure requirements, including private capital investment schedule, anticipated required infrastructure, work to be completed and major milestones of construction. The schedule should also include and account for timing related to any and all anticipated permitting for construction activities

**5. Lease Terms (15 Points).**

The basis for awarding points for this criterion shall be a comparison of the proposed lease rate, as applicable, to the fair market value. The closer the Proposal's lease rate is to fair market value, the more points will be awarded. If City financial incentives are requested in the Proposal, then the lease rate will be reduced by the amount of those incentives for purposes of making the foregoing comparison.

**2.6 Award of Agreement.**

- A. The process for contract award is set forth in Jacksonville Ordinance Code Section 126.204(c). Generally, CITY will award the contract, as applicable, to the responsible and responsive proposer whose Proposal (which includes any BAFO) is determined in writing to be the most advantageous to the City of Jacksonville, based on the criteria set forth in Section 2.5. If an agreement cannot be reached with the highest ranked Proposer, CITY reserves the right to make an award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.
- B. CITY may make an award within sixty (60) days after the date of the Proposals are due, during which period the Proposals shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the Proposal shall remain firm until either the Lease agreement is awarded or CITY receives from Proposer written notice that the Proposal is withdrawn. [Note: Withdrawal of a Proposal may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the date and time Proposals are due. CITY will not accept an amended Proposal after the date and time Proposals are due.]
- C. Based on the evaluation results, CITY shall electronically post a notice of intended award at CITY's website. Please contact the Contact Person if you are uncertain of CITY's website address or if you experience problems accessing it. Any person who

is adversely affected by the decision shall file with CITY a notice of protest in accordance with the Protest provisions of the RFP. CITY does not intend to provide tabulations or notices of award by telephone.

**2.7 Negotiation and Execution of Agreement.** After award to the successful Proposer, CITY and Proposer will promptly negotiate a written agreement or ground lease, as applicable (hereinafter “Agreement”), incorporating the terms of the RFP, the successful Proposal, and other terms and conditions as may be agreed to between the parties. To the extent the Proposal contains exceptions to or modifications of the RFP, such exceptions or modifications are stricken unless CITY affirmatively accepts the exceptions or modifications in the Agreement. The form of the Agreement will be prepared by the City’s Office of General Counsel based on the forms attached to this RFP. CITY will have no obligations to any Proposer in connection with this RFP until the final negotiated Agreement is approved by City Council and signed by both parties. CITY retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Agreement.

If the successful Proposer fails to perform under the Agreement as agreed, CITY reserves the right to (i) issue a new solicitation for the Agreement; (ii) reopen the RFP for the purpose of awarding a second Agreement to another Proposer in accordance with the criteria and processes set forth herein; and/or (iii) take such other actions permitted by law.

**2.8 Public Meetings and Special Accommodations.** Any meetings of the evaluation committee (i.e., the Competitive Sealed Proposal Evaluation Committee), shall be noticed on CITY’s website and shall comply with Florida’s Open Meetings Laws. Please contact the Contact Person if you are uncertain of CITY’s website address or if you experience problems accessing it. Persons requiring a special accommodation because of a disability should contact the Contact Person identified in Section 1 at least forty-eight (48) hours prior to the meeting.

**2.9 Ex-Parte Communications.** Communications regarding the RFP by a potential lessee, bidder, lobbyist or consultant to city employees, staff, or hired consultants are prohibited. This prohibition includes communications with the CITY’s Office of General Counsel unless the Contact Person has authorized those communications in advance. Violations may result in the rejection/disqualification of a Proposal.

These prohibitions on ex-parte communications do not apply to the following:

- communications regarding the RFP to the Chief of the Procurement Division or the Contact Person, provided the communication is limited strictly to matters of process or procedure already contained in the RFP.
- communications with the city employee responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures.
- communications at any pre-bid conferences.
- presentations before publicly noticed committee meetings.
- contract negotiations during any duly noticed public meeting.
- any 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 that are necessary for, and solely related to, the ordinary course of business concerning CITY's existing contract(s) for the materials or services addressed in the RFP.

The period for these prohibitions commences upon the advertisement of the RFP and 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 prohibitions shall be reinstated until such time as the Chief issues a subsequent recommendation.

- 2.10 Cost of Developing RFP Proposal.** All costs related to the preparation of Proposals and any related activities are the sole responsibility of Proposer. CITY assumes no liability for any costs incurred by Proposers throughout the entire selection process.
- 2.11 Proposal Ownership.** All Proposals, including attachments, supplementary materials, addenda, etc., shall become property of CITY and shall not be returned to Proposer. CITY will have the right to use any and all ideas or adaptation of ideas presented in any Proposal. Acceptance or rejection of a Proposal shall not affect this right.
- 2.12 Public Records Law; Process For Protecting Trade Secrets and Other Information.** Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. If Proposer considers any portion of its Proposal to be exempt from disclosure under Florida law, Proposer must provide CITY with a separate redacted copy of the Proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation. Proposer shall be responsible for defending its determination that the redacted portions of its Proposal are confidential, trade secret or otherwise not subject to disclosure. If Proposer fails to submit a Redacted Copy with its Proposal in accordance with Section 2.4 above, CITY is authorized to produce the entire Proposal in answer to a public records request.
- 2.13 Multiple Proposals from Same Proposer; No Collusion.** More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names is not permitted. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposer is believed to be involved. Any or all Proposals will be rejected if there is reason to believe that collusion exists between Proposers.
- 2.14 Conflict of Interest.** Section 126.110 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or Proposer. The parties will follow the provisions of Section 126.110, Jacksonville Ordinance Code, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with CITY, to the extent the parties are aware of the same. All Proposers must submit the Conflict of Interest Certificate attached to the RFP.
- 2.15 Convicted Vendor List.** A person or affiliate placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes, following a conviction for a public

entity crime may not transact business with a public entity for a period of 36 months from the date of being placed on the convicted vendor list.

**2.16 Discriminatory Vendor List.** An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not transact business with any public entity.

**2.17 Proposer Representations.** In submitting a Proposal, Proposer understands, represents, and acknowledges the following (if Proposer cannot so certify to any of following, Proposer shall submit with its Proposal a written explanation of why it cannot do so).

- Proposer currently has no delinquent obligations to the City of Jacksonville or any of its independent agencies.
- The Proposal is submitted in good faith and without any prior consultation or agreement with any other Proposer;
- To the best of the knowledge of the person signing the Proposal, neither the Proposer, its affiliates, subsidiaries, owners, partners, principals or officers:
  - o is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract;
  - o is currently under suspension or debarment by any governmental authority in the United States;
  - o has within the preceding three years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with (i) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - o has within the preceding three-year period had one or more federal, state, or local government contracts terminated for cause or default.
- Proposer has read and understands the RFP terms and conditions, and the Proposal is submitted in conformance with those terms and conditions.
- All information provided by, and representations made by, Proposer are material and important and may be relied upon by CITY in awarding the Agreement.

**2.18 Protests.** Any protest concerning the RFP shall be made in accordance with the Procurement Protest Procedures established pursuant to Section 126.106(e) of the Jacksonville Ordinance Code. A full copy of the procedures is available on CITY's website and can also be obtained by contacting CITY's Contact Person. Please contact the Contact Person if you are uncertain of CITY's website address or if you experience problems accessing it. Questions and requests made to the Contact Person shall not constitute formal Notice of Protest.

The Procurement Protest Procedures include the following provisions:

- a Protest 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 amendment, 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.
- 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 . . . 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.
  - A written Notice of Protest shall: (i) be addressed to the Chief [of Jacksonville's Procurement Division]; (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.
  - At the time of filing a timely Notice of Protest, 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 same.
  - 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 Division at 214 North Hogan Street, Suite 800, 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.

## SECTION 3

### INDEMNIFICATION, INSURANCE AND JSEB REQUIREMENTS

#### I. Indemnification Agreement (for Ground Lease)

The City, at its sole discretion, will require ALL OR A PORTION OF the following indemnification clause to be made part of the Agreement entered into with the Proposer.

1.01. The Proposer, and without limitation, its employees, agents, and consultants, (individually or collectively referred to as the “Indemnifying Parties”), shall hold harmless, indemnify, and defend the City, including without limitation, its officers, directors, employees, representatives, and agents (individually or collectively referred to as the “Indemnified Parties”) from and against:

1.01.01. General Tort Liability, including without limitation any and all claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney’s fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death or damage to property, arising out of or incidental to the Indemnifying Parties’ performance of this Agreement or work performed thereunder; and

1.01.02. Environmental Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Indemnifying Parties’ actions or activities that result in a violation on any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties’ activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Agreement by the Indemnifying Parties at any time on or after the day and year first above written, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Indemnifying Parties. The City will be entitled to control any remedial action, any proceeding relating to an environmental claim; and

1.01.03. Violation of Laws Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, ordinances, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

1.01.04. Liability from Breach of Representations, Warranties and Obligations, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (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, arising directly or indirectly out of (a) any breach of any representation or warranty made by the

Indemnifying Parties in connection with this Agreement or in any certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to this Agreement or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in this Agreement or any other any certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to this Agreement.

1.02. The indemnifications in Section 1.01, are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This Section 1.02, relating to indemnification, shall survive the term of this Agreement, 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.

## **II. Insurance Requirements (for Ground Lease Only)**

Without limiting its liability, the Proposer and/or its contractors and subcontractors of any tier shall procure and maintain at their sole expense, during the term of any ground lease, insurance of the types and in the minimum amounts stated below:

### **SCHEDULE**

Workers' Compensation

Employer's Liability  
(including appropriate Federal Acts)

#### **LIMITS**

Florida Statutory Coverage  
\$100,000 Each Accident  
\$500,000 Disease Policy Limit  
\$100,000 Each Employee/Disease

Proposer's insurance shall cover its employees (and to the extent its subcontractors 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

(Proposer's contractors or subcontractors shall maintain products and completed operations coverage for period of (3) years after the final completion of the work.)

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

(The City of Jacksonville shall be endorsed as an additional insured under all of the above Commercial General Liability coverage and Automobile Liability.)

Professional Liability \$1,000,000 Per Claim  
\$1,000,000 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).

Contractors Pollution Liability \$1,000,000 Per Loss  
\$2,000,000 Annual Aggregate

(Contractors Pollution Liability coverage will be required for any Environmental/Pollution related services including but not limited to testing, design, consulting, analysis, or other consulting work, whether self-performed or subcontracted, Contractor will also maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation. The City of Jacksonville shall be named as an additional insured.)

### **III. JSEB Program (for Ground Lease).**

It is an official policy of the City of Jacksonville to encourage the maximum participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. To participate as a JSEB on City projects, a company must be certified as a JSEB with the City's Equal Business Opportunity Office.

The Agreement resulting from this RFP shall include a provision that requires the Proposer to (i) have a 10% percent JSEB participation goal for all work required under the Agreement that Proposer elects to subcontract to third parties, and (ii) comply with all JSEB program reporting requirements with respect thereto. More information on the JSEB program is available at <http://www.coj.net/departments/office-of-economic-development/equal-business-opportunity-contract-compliance.aspx>



## SECTION 4

### BACKGROUND

Hemming Plaza is located across from City Hall in the heart of downtown Jacksonville. First established as a public square by the City's founder Isaiah D. Hart around 1857, it is Jacksonville's oldest park. Known first as City Park and then St. James Park, it was renamed Hemming Park in 1899 to honor Civil War veteran Charles C. Hemming, who donated the park's confederate monument (the City's oldest and tallest) the previous year. At various times, the park contained bandstands, fountains, comfort stations and Tourist and Convention Bureau buildings, along with many beautiful trees. In 1978, the City converted the park into a brick-paved plaza and completed additional work in 1986 that transformed the area into a single-level, pedestrian-oriented mall. Due to its centralized location, the plaza has long been a part of the downtown experiences for both tourists and local citizens.

A recent survey of surrounding businesses and users of the park found the following:

- 1) Twenty percent of the respondents visit the park once a week or more;
- 2) Thirty-five percent never visit the park;
- 3) When visiting the park, ~35% eat a meal, ~49% attend an event and ~34% relax;
- 4) Thirty-six percent of those surveyed like the location, convenience and proximity to other amenities;
- 5) Sixty-five percent stated enhanced security would make Hemming Plaza more inviting; and
- 6) Fifty-seven percent wanted to see a cleaner plaza.

The survey further indicated that providing enhanced security, improving the variety of food vendors, and increasing programming in the Plaza would make people more likely to use the Plaza.

The City maintains the fountain four days per week to include vacuuming, administering chemicals, backwashing the filter and general maintenance. Landscape maintenance is provided by the City as needed, but due to budget shortfalls has been reduced significantly. The City also provides for trash pick-up, Monday-Friday.

The goal for Hemming Plaza is to create an atmosphere that makes the urban park appealing to the entire community by making it cleaner, safer and more attractive; to program small-scale events throughout the Plaza; and to make it easy and desirable for third-party individuals and organizations to hold events in the Plaza, thus to leveraging the economic impact of a positive, active urban park space.

Proposers will have an opportunity to view facilities and grounds areas to be programmed during the Mandatory Pre-Bid meeting.

### SCOPE OF PROPOSALS

The City of Jacksonville as the CRA hereby invites sealed proposals to operate, program and maintain the following property located in the downtown area:

O Hogan Street North, an approximately 1.54 acre parcel of city-owned real property (RE# 073752-0000) located on Hogan Street North bordered by Hogan Street North, Duval Street West, and Laura Street North and Monroe Street West within the Downtown Core Area (see map attached as Exhibits A).

Proposers proposing to program, operate and maintain the area will be required to lease the property for control on the area. Proposals shall include lease rate to lease park area; (ii) detailed plans for the proposed area outlining proposed programming, operation and maintenance activities; (iii) demonstrated ability to obtain financing or funding to carry out the programming, operations and maintenance plan; (iv) information on jobs to be created and wage levels; (v) programming and security plans that will keep the park active during the day and early evening seven days a week throughout the year; (vi) required maintenance and facility improvements, operation permits and licenses necessary for successful programming and management of the park; (vii) interface plan with existing downtown groups such as the Cultural Council, Museum of Contemporary Art, Jacksonville Library, non-profit organizations and private interests in collaborating and building consensus on the type of programming needed; (viii) description of promotions, event fundraisers and sponsorships to support the programming and operation needs of the park; (ix) a development timetable to complete the proposed project; and (x) a commitment to compliance and consistency with downtown plans and codes. Proposers will also be required to coordinate with the City's Office of Special Events on existing and future planned events for the park and be able to include those activities within activities proposed by the Proposer.

Consistency with Downtown Action Plan (Adopted 2007), OED Strategic Plan (Adopted 2006), Downtown Master Plan (Adopted 2000), Downtown DRI and Downtown Zoning Code Overlay (Adopted 2003) is required. With reference to plans in effect pursuant to the Act for the CRA, proposals must be consistent with the objectives and priorities outlined in the JEDC Strategic Plan, the Downtown Master Plan, and the Downtown Zoning Code.

A copy of the list of plans is available on-line at [www.jaxdevelopment.org](http://www.jaxdevelopment.org). Click on "Downtown Development" in the left hand navigation for copies of the Downtown Master Plan and Downtown Zoning Overlay. A copy of the JEDC Strategic Plan is available by going to [www.jaxdevelopment.org](http://www.jaxdevelopment.org) and clicking on "JEDC Information" and then on "Reports" in the left hand navigation. A copy of the Downtown Transportation Concurrency Exception Area Implementation Plan is available on-line at [www.coj.net](http://www.coj.net) Scroll to Planning and Development Department, Community Planning and then to Transportation Planning for a copy. Please use the Question and Amendment process in Section 2.2 of this RFP if you have questions about these documents. Once a Contract is signed, City staff will provide guidance as needed in the understanding and compliance with various regulations and plans.

**Proposals will be evaluated based on the selection criteria described herein and should contain all necessary information to evaluate the proposals.** Further information or requests to review any available building information, plans, maps or legislation referenced herein or to schedule a site visit and access to the site can be obtained from the Office of Economic Development (OED) offices at 117 W. Duval Street, Suite 275, attention: Eric Lindstrom (phone 630-7114). Review of files will be closed the day before Proposals are due.

## **PROJECT DOCUMENTS**

Based on the terms of the proposal selected through the above CSPEC process, the City's Office of General Counsel will prepare a ground lease based on the respective forms attached to this RFP. Once the parties have agreed upon the terms of the documents, they will be submitted to the Downtown Investment Authority, which may review the project and provide comments to the City

Council for its consideration. The final approval authority is with the City Council. Any City obligations related to any Proposal shall become effective only after the City Council has approved the project documents and the parties have executed the documents. If the City and number one ranked Proposer cannot reach agreement on the terms of the documents, then the City may negotiate document terms with the next highest ranked Proposer until agreement is reached on the document terms.

## **Attachment 1 – Proposal Format**

To maintain comparability and facilitate the evaluation process, Proposals shall be organized in the manner set forth below. Tab delineations for each of the four sections would be helpful.

- 1) Title Page: Include RFP Title, RFP Number, Proposer’s full name, address, phone number.
- 2) Cover Letter: Include the following:
  - Date of Letter.
  - RFP Title and Number
  - Proposer’s full name, address and phone number.
  - Names of the persons who will be authorized to make representations for the Proposer, their titles, addresses (including email address) and telephone numbers.
  - Proposer’s Federal Employer ID Number.
  - Acknowledgement that (i) the Proposal is based on the terms set forth in the RFP and all amendments thereto posted on CITY’s website as of the date of the Proposal, and (ii) the Proposer will be responsible for monitoring CITY’s website for subsequent amendments and for either maintaining, amending or withdrawing the Proposal prior to the Proposal Due Date based on those subsequent amendments.
  - Signature of Authorized Representative.
- 3) Required Forms. Attach a completed and signed Conflict of Interest Certificate (See Attachment 2).
- 4) Statement of Qualifications. This portion of the Proposal will be used to provide the information CITY needs to evaluate how well the Proposer meets the criteria listed in Sections 2.5 and 4 of this RFP. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Proposal as non-responsive. Please divide this portion of the Proposal into subsections that correspond to each of the listed criteria.

**Attachment 2**  
**CONFLICT OF INTEREST CERTIFICATE**  
RFP No. ESC-0456-13

Bidder must execute either Section I or Section II hereunder relative to Section 126.201, Ordinance Code, and Section 112.313(12), Florida Statutes. Failure to execute either Section may result in rejection of this proposal.

**SECTION I**

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

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

\_\_\_\_\_  
Name of Official (Type or Print)                      Business Address

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

**SECTION II**

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

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

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

\_\_\_\_\_  
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.

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

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

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

**ATTACHMENT 3**