Request for Proposals
Downtown Ambassador Services
Downtown Jacksonville, Florida
Issued: Friday, July 16, 2021

Contracting Agency

Downtown Vision, Inc.
214 North Hogan Street, Suite 120
Jacksonville, Florida 32202
www.downtownjacksonville.com

Jacob A. Gordon, Esq., CEO

Proposals Due: Friday, August 27, 2021 by 12:00 PM, EST

Mandatory Pre-Proposal Meeting:
Friday, July 30, 2021 at 10:00 AM
Virtual Via Zoom:
Link: www.zoom.us/join
Meeting ID: 846 7081 9198
Passcode: 539251
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Section 1: Invitation and Introduction:

1.1 Invitation
Downtown Vision, Inc. (“DVI”), the non-profit Business Improvement District in Downtown Jacksonville, Florida, requests proposals from qualified vendors to continue, enhance upon, and expand the Downtown Ambassador Program currently operating in Downtown Jacksonville.

Qualified respondents should be interested in providing the cleaning, safety/hospitality, social services outreach, property maintenance, place-management, and special projects services (“Ambassador Services”) as further described in Exhibit C, within the boundaries of the DVI business improvement district as described in Exhibit A (“Expansion District/Service Area”).

DVI strongly encourages interested firms submitting proposals to:
- Have a minimum of five years of experience providing Ambassador Services in a downtown or other urban neighborhood setting; and
- Have experience providing Ambassador Services in the primary downtown district of a United States City with a population of at least 75,000 people.

If approved, program operation by the selected vendor will begin in October of 2021.

1.2 Downtown Vision, Inc. Overview, Mission, and Vision Statements
DVI is the 501(c)(6) Business Improvement District (“BID”) for Downtown Jacksonville, Florida. It is led by a Chief Executive Officer and governed by a Board of Directors representing the interests of Downtown private property owners and other stakeholders. Its primary funding source is a special assessment paid by commercial and, beginning October 1, 2021, residential private property owners within the BID boundaries. DVI uses these funds to provide urban place-management and revitalization services. Its mission is to create and support a vibrant Downtown and to promote Downtown as an exciting place to live, work, visit, and invest. Its vision is a dynamic, 24-hour, pedestrian Downtown that serves as the premier center for the arts, dining, retail, entertainment, business, and urban living in Northeast Florida.

1.3 Background
DVI has operated the Downtown Ambassador Program in Downtown Jacksonville since 2001. It is DVI’s most publicly visible initiative and a key community resource for the effective management of the Downtown public realm. This program is designed to maintain and enhance the DVI BID as a clean, safe, and hospitable environment for residents, workers, and visitors. The existing team is divided among the following divisions and focused on the following duties:
- **Clean:** Litter and debris removal, pressure washing, graffiti response, human and animal waste cleanup.
- **Safety/Hospitality:** Safety and umbrella escorts, provision of directions and other Downtown information, business check-ins, nuisance response.
- **Social Services Outreach:** Homeless outreach and relationship development, “gap” case management, service referrals.
- **Property Maintenance:** Minor repairs to public infrastructure, built elements of DVI placemaking interventions, Downtown Ambassador equipment upkeep.
- **Place-Management:** Management and activation of Downtown parks, public spaces, and placemaking interventions.
- **Special Projects:** Support for DVI and other Downtown events, other duties and projects.
The Jacksonville City Council has recently approved a 166% expansion of the geographic boundaries of the DVI BID from the 0.5 Square Mile area shown in Exhibit B ("Existing District"), which has been in place since DVI’s establishment in 2000, to the 1.3 square mile area shown in Exhibit A hereinafter referred to as “Expansion District” or “Service Area.” That approval further included the addition of residential properties to the list of properties subject to the DVI assessment referenced in Section 1.2 above, which had previously included only commercial properties. The Existing District, including only commercial properties as assessed stakeholders, is currently served by the team as described above.

Proposals should include the resources and associated costs needed to effectively provide Ambassador Services to the full Expansion District as described in Exhibit A, in such a manner as to justify the addition of residential properties to the list of assessed property classes.

1.4 Philosophy of Approach and Nature of Personnel
Investment in the Downtown Ambassador Program is consistent with DVI’s mission to promote a positive perception of Downtown Jacksonville as a clean, safe, and hospitable place to live, work, visit, and invest. This involves continuous, daily attention to the state of the Downtown public realm by, key among requested Ambassador Services, 1) quickly and consistently addressing instances trash, waste, graffiti, and other physical blight and 2) providing a comforting, visible presence for and having deliberate, positive interactions with residents, workers, and visitors on the Downtown streets.

The individuals engaged in providing these services must be dependable, trustworthy, enthusiastic, and personable. As representatives of DVI working in the Downtown public realm, Downtown Ambassadors interact with a wide range of people with diverse personalities and backgrounds including residents, business owners, workers, tourists, and students. They must be able to communicate and perform their duties in a clear and friendly manner. Further, they must be hardworking and comfortable with the full portfolio of tasks involved with the management of the Downtown public realm, including addressing instances of human and animal waste and frequent interactions with the Downtown homeless population.

Section 2: Description of Services
A successful respondent, referred to in this section as “Contractor,” shall be required to provide the following services, subject to the specified rights and discretion reserved by DVI.

2.1 Staffing

1. **Operations Manager and Operations Supervisor**: Contractor shall provide an Operations Manager to oversee the entire Downtown Ambassador Program operation. Contractor shall further provide an Operations Supervisor, to serve as deputy to the Operations Manager and provide support and redundancy for both daily workforce supervision and deployment and general program oversight and effectiveness. Both the Operations Manager and Operations Supervisor shall be skilled, experienced people who are friendly, understand the mission and goals of BIDs generally and DVI specifically, and have demonstrated experience in project management and staff supervision. Both individuals should be ready to effectively manage the Downtown Ambassador Program, interact with and direct staff, including hiring and firing, implement multiple projects simultaneously, maintain records, communicate regularly and effectively with DVI, and represent DVI in a professional manner. The Operations Manager and Operations Supervisor will also manage and coordinate DVI efforts with outside sub-contractors, including landscapers, equipment repair technicians,
etc... DVI reserves the right to disqualify a proposed or existing Contractor employee from service in the Service Area for any reason.

2. **Workforce and Leads:** Contractor shall provide all staffing for the completion of the tasks and services described in Section 2.2 below throughout the Service Area. Contractor shall complete all staffing related tasks, including, but not limited to, advertising and recruitment, pre-employment screening, interviewing, hiring, background checks, training, management, scheduling, and deployment as well as diligent supervision to ensure that the performance of all employees meets the needs and standards of DVI. The daily workforce shall consist of an adequate number of team members to perform the requirements of the contract. Included in this workforce shall be an appropriate number of Team Leads, who shall support the Operations Manager and Operations Supervisor in the supervision of the daily workforce. Regardless of the schedule of the Operations Manager and Operations Supervisor, there shall be at least one Team Lead with supervisory authority on duty at all times when Downtown Ambassadors are on duty. DVI reserves the right to disqualify a proposed or existing Contractor employee from service in the Service Area for any reason.

3. **Training:** The individuals selected to serve as Downtown Ambassadors are expected to be personable and will be trained by Contractor to perform all assigned duties. Customized training programs designed by Contractor and approved by DVI are to be coordinated with local resources and paid for by Contractor. All new hires must attend formal training that includes customer service skills, observation techniques, emergency and nuisance response, homeless outreach, cleanliness techniques, and business check-in and assistance.

4. **Background Checks:** Background checks must be completed on all Contractor employees prior to hiring. At the request of DVI, Contractor will provide the results of all background checks to DVI. DVI reserves the right to disqualify any proposed or existing Contractor employee from service in the Service Area based on the results of the background check.

5. **Employee Benefits:** Employee medical, dental, and life insurance packages should be considered and made available by the Contractor as a benefit to all members of the Downtown Ambassador Team. At the request of DVI, Contractor will provide DVI with an outline of the recommended benefit package to be offered and the dollar amount of the related costs for each package that would be the responsibility of the employee and Contractor, the final benefit package to be offered to employees, and any revisions made later thereto.

6. **Reporting:** Contractor shall verify staff attendance and provide at least monthly reports to DVI, along with more frequent reporting as requested by DVI. The monthly report to DVI shall include, but not be limited to, the following information:
   1. Number of Service Hours Provided;
   2. Activity/Productivity Statistics similar to those provided in Exhibit D;
   3. Special Project Updates as requested by DVI;
   4. Regular Public Realm Asset/Issue Inventory/Map Updates as requested by DVI;
   5. Timesheets or other HR Forms as requested by DVI; and
   6. Any other report or information maintained by contractor in connection with this project and requested by DVI.

2.2 **Ambassador Services**
Contractor shall effectively execute all tasks and services described in detail in Exhibit C ("Ambassador Services") throughout the Service Area.

2.3 Operating Hours and Deployment
Contractor shall provide Ambassador Services seven days per week in the DVI BID, with specific deployment strategies to be proposed by Contractor and approved by DVI, based on the need for services throughout the Service Area.

2.4 Facilities
DVI will provide suitable space for the Downtown Ambassador Program, including storage space for all equipment, office space for program leadership and any administrative staff, and break room/locker room space for team members ("Program Facilities"), at no cost to Contractor. DVI reserves the right to move or modify the location of any Program Facilities at any time.

Contractor is responsible for ensuring that the Program Facilities are kept clean, neat, and orderly, that supplies, equipment, and facilities themselves are secured properly, and that utilities are managed properly to ensure reasonable bills. The Contractor will, and DVI retains the right to, appropriately discipline, up to and including termination, any Contractor employee who misuses any Program Facility.

2.5 Uniforms
Contractor shall provide all components of weather and safety appropriate uniforms and accessories, which are subject to the approval of DVI. All Downtown Ambassadors must wear distinctive, easily identified uniforms that comply with the design and branding requirements of DVI. Complete uniforms shall include shorts, belts, shirts, pants, jackets, windbreakers, gloves, and other necessary items of clothing. Uniforms shall be high quality and appropriately serve the wearer in all types of weather found in the Northeast Florida climate. Outer shirts included as part of uniforms should be of a moisture wicking, polyester material. Contractor must ensure clean uniforms and the neat appearance of Downtown Ambassadors at all times.

2.6 Equipment
Contractor shall provide all appropriate materials, supplies, and equipment necessary for the efficient and effective operation of the Downtown Ambassador Program ("Program Equipment").

All Program Equipment must be for the exclusive purpose of providing the Ambassador Services in the Service Area. Contractor will further:
1. Procure and maintain all insurance needed for the responsible and legal operation of all Program Equipment;
2. Ensure that all employees authorized to operate Program Equipment are properly trained in safety and operating procedures;
3. Properly secure all Program Equipment when not in use; and
4. Properly maintain and update all Program Equipment in a manner to minimize interruptions to the provision of Ambassador Services in the Service Area.

Any Program Equipment purchased by Contractor for the purpose of providing Ambassador Services in the Service Area shall be initially owned by Contractor and amortized over a three year period. Ownership of the Program Equipment shall transfer to DVI upon the conclusion of the amortization period. Contractor shall be responsible for any maintenance, insurance, and other costs associated with its continued use in providing Ambassador Services in the Service Area.
Area both throughout and following the amortization period as long as the Program Equipment is in active use by the Downtown Ambassador Program.

2.7 Administrative Tasks
Contractor shall provide administrative oversight, management, communication, reports and required documents, and invoicing with regard to all aspects of the Downtown Ambassador Program.

2.8 Invoices and Billing
Billing shall occur monthly. Contractor shall submit monthly invoices for fees or other compensation due by the 15th day of each month for services provided during the previous month in a form acceptable to DVI. Payments shall be due from DVI within 30 days of receipt of an acceptable invoice. As requested by DVI, Contractor must be prepared to provide payroll information, modified or project specific invoices, or other reports in the formats necessary to satisfy the requirements of private, federal, state, and municipal grants.

While the initial contract shall lay out a flat rate to be paid to contractor each month for services rendered the previous month, that rate shall be developed based on a guaranteed number of services hours charged at an agreed upon blended hourly rate for all services and costs associated with the contract. In the event that the number of service hours actually provided in a given month is less than that guaranteed number, DVI reserves the right to deduct from the monthly bill a pro-rated amount, or to require that missed hours be made up in future months. Based on observations and reports of use of Program Equipment, DVI further reserves the right to deduct from the monthly bill a pro-rated amount if budgeted equipment is not used.

2.9 Service Changes and Other Duties
DVI reserves the right to make reasonable changes to the scope of work and Downtown Ambassador workforce. Any such changes shall be by written instruction. On a regular basis, Contractor shall be required to complete numerous other miscellaneous tasks and services related to the mission and goals of DVI and the Downtown Ambassador Program.

If DVI directs a change or other duty that substantially impacts the cost of services, an equitable adjustment agreed to by both DVI and Contractor shall be made to the contract price. No changes to the scope of work shall be made without prior written approval by DVI.

2.10 Performance Evaluation
The agreement between Contractor and DVI shall be cancellable by DVI at any time and reviewed on at least an annual basis. Contractor’s performance shall be evaluated based on overall effectiveness in providing Ambassador Services throughout the Service Area, flexibility at responding to DVI’s needs, accuracy of reports and billing information, and feedback from DVI property owners and stakeholders. Contractor assumes responsibility for ensuring that performance by its employees meets the needs and standards establish by DVI. DVI reserves the right to disqualify a proposed or existing Contractor employee from service in the Service Area for any reason, including and especially for involvement in actions deemed unauthorized, detrimental, or suspicious intent, or improperly affecting the worker’s performance or DVI’s reputation at any time.

Section 3: Submission Instructions

3.1 Proposal Submissions
The preparation of a response to this RFP shall be at the expense of the respondent. DVI will not reimburse firms for any costs associated with the preparation or submittal of any response.

By responding to this RFP, respondent acknowledges and consents to the conditions set forth herein relative to the submission, review, and consideration of the response. Written submissions responding to this RFP should be submitted to:

Downtown Vision, Inc.
214 North Hogan Street, STE 120
Jacksonville, FL 32202
Attn: Jacob A. Gordon, Esq., CEO

To be considered, respondent must submit by 12:00 noon EST on Friday, August 27, 2021:
1. Four printed copies of the proposal directed to the above mentioned address; and
2. One electronic copy of the proposal in .pdf form either emailed to eric@downtownjacksonville.org or provided on a USB Drive in the same sealed envelope as the printed copies referenced above.

The above deadline is firm. Any submission received after the deadline will not be considered. Any partial or incomplete submission will not be considered. DVI will accept no oral, written, or other form of amendment after the above deadline, unless requested by DVI. All submissions become the property of DVI and will not be returned.

3.2 Mandatory Pre-Proposal Meeting
Prospective firms must attend a virtual pre-proposal meeting to be held at 10:00 AM EST on Friday, July 30, 2021. Firms can access the meeting at:

   Link: www.zoom.us/join
   Meeting ID: 846 7081 9198
   Passcode: 539251

3.3 RFP Questions
It is the responsibility of the respondent to inquire about clarification of any aspect of the RFP that is not understood. Questions for clarification should be submitted in writing by email only to DVI at eric@downtownjacksonville.org with the subject line: "RFP DVI Downtown Ambassadors 2021 Questions." All questions must be submitted by Wednesday, August 4, 2021, at 12:00 PM EST. All question submitted thereafter will be precluded from consideration. Responses to all questions will be emailed to all prospective firms who have attended the mandatory pre-proposal meeting by Wednesday, August 11, 2021 at 5:00 PM.

3.4 Submission Format
Proposals should be typewritten and cover all information requested in this RFP.
1. The required hardcopy proposals should be placed in a sealed envelope (or multiple sealed envelopes) and clearly labeled with the title: "RFP DVI Downtown Ambassadors 2021 Response" and the firm’s name and business address. A letter of transmittal, not exceeding two pages, must accompany each submittal and include the full legal name and business address of the individual or firm.
2. The required electronic proposals should be emailed in .pdf form to Eric Miller at eric@downtownjacksonville.org with the subject line: "RFP DVI Downtown Ambassadors 2021 Response" or provided on a USB drive with the same file title in the same sealed envelope as the printed copies referenced above. A letter of transmittal, not
exceeding two pages, must be further included in the email or USB drive in .pdf form and include the full legal name and business address of the individual of firm.

Submissions which, in DVI’s sole judgment, fail to meet the requirements of this RFP or which are in any way incomplete, obscure, contain additions to or deletions from requested information, or contain errors may be rejected. Although there is no page limit, submissions should provide a straightforward and concise delineation of the respondent’s submittal and commitment to satisfy the requirements of this RFP.

Additional submission information is welcome. If additional services can and should be provided in the DVI BID, please provide this information.

Section 4: Proposal Format
Respondents should address each section fully and in the same order as outlined below.

1. Professional Credentials
   A) Contact Information: Respondent firm’s name, primary contact name, address, telephone number, fax number, email addresses, website.
   B) History: A brief history of the respondent firm and its capabilities.
   C) Legal Structure: Respondent firm’s incorporation information (i.e. is it publicly or privately held, etc…).
   D) Staffing: Detail and an organizational chart regarding the staff level of respondent firm, including principals and associates, as of the date of this RFP.
   E) Resumes: Brief resumes of the individuals who would be the key points of contact at respondent firm and would be in regular contact with DVI regarding the needs and operations of the Downtown Ambassador Program. Respondent should identify how close to the Service Area each of these individuals live and describe each of their experience and roles in the rendering of services of the nature described in this RFP.
   F) Office and Headquarters Location: Geographic location of respondent firm’s office that is closest to the Service Area, along with respondent firm’s corporate headquarters.
   G) Related Projects: Other projects completed by respondent firm that would speak to its ability to successfully provide the services described in this RFP.
   H) References: Three references (name, contact person, and his/her title, mailing address, email address, and telephone number) whom DVI may contact during the evaluation of the submission for whom respondent firm has provided services of the nature described in this RFP within the last two years. Preference will be given to feedback by references of a similar nature and mission as DVI and who are currently receiving Ambassador Services from respondent firm.

2. Service Capability
   A) Experience: Description of the specific experience of respondent firm, including a thorough description of other relevant projects, which best demonstrates its ability to carry out cleaning, safety/hospitality, and other Ambassador Services in the Service Area. Where applicable, respondent firm should emphasize its experience providing Ambassador Services in downtown and other urban neighborhoods and districts through engagement with organizations of a similar nature and mission as DVI.
   B) Expertise: Description of respondent firm’s expertise in the provision of service of the nature described in this RFP and any other services that may be complementary to the services described herein (i.e. landscaping, heavy infrastructure maintenance, parking lot management, etc…) that respondent would propose to provide. Where applicable, respondent firm should emphasize its expertise providing Ambassador Services in
Downtowns and other urban neighborhoods and districts through engagement with organizations of a similar nature and mission as DVI.

C) **Local Knowledge**: Description of the respondent firm’s knowledge of Duval County, Florida, Downtown Jacksonville, and the area comprising the Service Area.

D) **Licenses**: Copies of all relevant certificates, licenses, trainings, and other relevant professional certifications. At a minimum, this should include proof that respondent is currently licensed to do business in the State of Florida.

3. **Project Methodology**

A) **Narrative Description**:

i) Detailed descriptions of how the Ambassador Services described in Exhibit C will be provided throughout the Service Area.

ii) If applicable, detailed descriptions of any additional services that, in respondent firm’s experience and expertise, would have a high return in response to the needs of the Service Area and that respondent would propose to provide (“Additional Services”).

iii) Explanation regarding what respondent firm anticipates DVI’s role and relationship with the respondent will be regarding program development.

iv) Explanation regarding how the Downtown Ambassadors will be instructed to perform their jobs, handles a variety of duties and situations, and communicates with one another, the Jacksonville Sheriff’s Office, and other partners.

v) Detailed descriptions of reporting that respondent firm will be provide on Downtown Ambassador Program activities and productivity. Respondents should be prepared to provide productivity statistics on all Ambassador Services at at least the level of detail shown in Exhibit D. Responses should reflect respondent firm’s understanding of the importance of documenting Program activity and productivity to organizations similar to DVI and expand on their current and future data collection and management capacities.

B) **Recruitment**:

i) Explanation of how the Operations Manager, Operations Supervisor, Team Leads, Downtown Ambassadors, and other personnel involved in the delivery of Ambassador Services in the Service Area will be recruited and what criteria will be used to select and hire staff.

ii) Detail regarding drug testing, background screening, physical requirements, grooming, and other personnel policies and practices.

iii) Complete information about respondent firm’s employee compensation strategies and benefits, including a plan for how to handle the need for employees to work on major national holidays.

iv) Description of the role DVI will play in the initial and ongoing recruitment activities.

C) **Training**: Details on proposed training of employees, including topics, instructors, frequency, etc...

D) **Deployment**: Based on an assessment of the needs in the Service Area, detailed proposed deployment models for staff involved both in the services described in this RFP. If applicable, deployment related to any Additional Services being proposed pursuant to Section 4(3)(A)(ii) should be easily severable from the deployment of staff involved in the Ambassador Services described in Exhibit C.

E) **Accountability and Performance**: Explanation of how respondent firm would be held accountable to DVI and how the performance of employees and overall effectiveness of the Downtown Ambassador Program will be measured and demonstrated.
F) **Transition/Schedule:** Using October 1, 2021 as the start date, a detailed plan and schedule for the steps involved in the transition needed from the current vendor and all other steps needed for the expansion of the Downtown Ambassador Program to the proposed levels.

G) **Other Relevant Information:** Any other factors not mentioned above which are relevant to DVI’s evaluation of respondent firm’s ability to provide Ambassador Services in the Service Area.

4. **Cost Proposals:** Utilizing the form provided in Exhibit E(1), two years of detailed, annual budget figures for the provision of all services proposed in response to this RFP. The Cost Proposal should utilize the staffing plan and equipment package outlined in Exhibit E(2) for the Ambassador Services described in Exhibit C. If respondent firm is proposing Additional Services pursuant to Section 4(3)(A)(ii), any additional staffing, equipment, or other costs associated with the provision of those Additional Services should be proposed and described in detail as “Additional Services Costs” in the Cost Proposal Form and easily severable from costs associated with the Ambassador Services described in Exhibit C.

5. **Certifications and Business Information**
   A) **Regulatory Investigations / Litigation:** Details of any criminal investigation or pertinent litigation pending against respondent or any of its members.
   B) **Conflicts of Interest:**
      i) Description of any existing or potential conflicts of interest respondent firm might have, or which reasonably might arise, due to involvement with DVI.
      ii) An affirmative statement that, by responding to this RFP, respondent firm agrees comply with the provision of Section 126.110 of the Jacksonville Ordinance Code with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with a Jacksonville public entity, to the extent the parties are aware of the same.
   C) **Non-Discrimination, Affirmative Action, and Equal Employment Opportunity:** An affirmative statement that, by responding to this RFP, respondent firm agrees to comply with the Non-Discrimination, Affirmative Action, and Equal Employment Opportunity requirements of Exhibit G.
   D) **Diversity, Equity, and Inclusion:** An affirmative statement that, by responding to this RFP, respondent firm states it has reviewed DVI’s Diversity, Equity, and Inclusion Statement and Policy included as Exhibit H and agrees to commit not act that would render its engagement with DVI in conflict with the principles espoused therein.
   E) **Compliance with the Law:** An affirmative statement that, by responding to this RFP, respondent firm agrees to comply with all federal, state, and local laws, rules, and regulations, as the same exist or may be amended from time to time, applicable in Duval County Florida.
   F) **Insurance:** Proof of insurance coverage of types and in minimum amounts sufficient to satisfy the requirements of Exhibit F hereto.

**Section 5: Evaluation and Award**

5.1 **Initial Screening**
A screening of all submissions will be conducted to determine overall responsiveness. Submittals determined to be incomplete or non-responsive will be disqualified.

5.2 **Evaluation and Shortlist**
All documents included in each submission will be evaluated based upon the requirements of this RFP and the following criteria:
1. Professional Credentials (22%)
2. Service Capability and Accessibility (22%)
3. Project Methodology (22%)
4. Budget and Cost Proposals (22%)
5. Certifications and Other Business Information (12%)

The evaluation process will take into account all items submitted in response to this RFP and will not be based solely on the Budget and Cost Proposal. The review will also focus on the experience and expertise of the firm in providing similar services. Information submitted regarding a firm’s credentials and stated experience will be verified by DVI during this process.

DVI will score each submission based on the criteria set for above and rank all submissions. Following completion of the evaluation of proposals, DVI will identify a “Short List” of respondents with home DVI may, in its discretion, conduct interviews and engage in negotiations. Those respondents not chosen for the Short List will be notified in writing.

5.3 Interviews and Negotiation
Following the evaluation of submitted proposals, DVI may, in its discretion, interview one or more respondents from the Short List and identify one respondent with which to engage in negotiations regarding the terms of a contract governing the services described in this RFP.

DVI reserves the right to:
1. Negotiate terms and conditions of the resulting contract to obtain the most advantageous situation for DVI, regardless of the terms of any submission;
2. Negotiate for removals, additions, upgrades, or changes to proposed services, equipment, or both;
3. End negotiations with a respondent and begin negotiations with an alternative respondent from the Short List; and/or
4. End negotiations or decline to engage any respondents in negotiations.

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

DVI reserves the right to:
1. Choose any vendor(s) for all or part of the services described in this RFP, regardless of bidding price or the above described criteria;
2. Refuse any and all vendors who submit proposals in response to this RFP and select one or more alternative vendor(s) to provide the services described herein; or
3. Make no award.

5.5 Conflicts of Interest
DVI reserves the right to:
1. Disqualify any individual or firm or reject any submission at any time solely on the round that a real or perceived legal or policy conflicts of interest is presented;
2. Require the individual or firm to take any action or supply information necessary to remove the conflict; and
3. Terminate any contract arising from this RFP if any such relationship would constitute or have the potential to create a real or perceived conflict of interest that cannot be resolved to DVI’s satisfaction.

Section 6: Contract Information

6.1 Term, Termination, and Pricing Guarantee
This proposal is seeking a two year contract with a proposed start date of October 1, 2021, with another two year renewal period at the sole discretion of DVI. The contract shall be terminable by DVI at any time if DVI determines in its sole discretion that it is in its interest to do so. Respondents should be prepared to provide guaranteed pricing for the initial two years of the term of any awarded contract.

6.2 Additional Terms and Provisions
The additional contract terms and provisions included in Exhibit I are requirements for any subcontract with DVI and are not subject to negotiation. By submission of a response to this RFP, respondent understands that should a final contract be awarded, it will contain each of the terms and provisions included in Exhibit I.
Exhibit A
Expansion District/Service Area

The DVI BID, which is where DVI will require any selected Contractor to provide Ambassador Services, will include all non-exempt commercial and residential private properties located within the contiguous zone created by the boundaries described and approximately depicted in red below. The Service Area further includes those properties on both sides of Lee Street and Riverside Avenue, where they constitute the DVI BID boundaries.

- **On the Northbank of the St. Johns River North of McCoy’s Creek**, the Service Area is bounded on the West by Lee Street, on the North by State Street, on the East by Hogan’s Creek, and on the South by McCoy’s Creek and the St. Johns River.
- **On the Southbank of the St. Johns River**, the Service Area is bounded on the West and North by the St. Johns River, on the East by Alamo Street and on the South by Interstate 95.
- **On the Northbank of the St. John’s River south of McCoy’s Creek**, the Service Area is bounded on the West by Interstate 95, on the North by Riverside Avenue, on the East by the Acosta Bridge, and on the South by the St. John’s River.

The above described area, which will take effect on October 1, 2021, is approximately 1.3 square miles in size and represents an expansion of the DVI BID from the area shown in Exhibit B, which is defined by the BID boundaries that have been in place since DVI’s establishment in 2000 and is currently serviced by the existing team. The aforementioned expansion also involved the addition of non exempt residential properties to the classes of included properties, which previously included only commercial properties.
The DVI BID currently includes all commercial private properties located within the contiguous zone created by the boundaries described and approximately depicted in green below. The service area further includes those properties on both sides of all boundary streets.

- On the **Northbank of the St. Johns River North of McCoy’s Creek**, the DVI BID is bounded on the West by Broad Street, on the North by Church Street, on the East by Market Street, and on the South by the St. Johns River.

- On the **Southbank of the St. Johns River**, the DVI BID is bounded on the West and North by the St. Johns River, on the East by Broadcast Place Street and on the South by Prudential Drive.

The above described area is approximately 0.5 square miles in size and represents the DVI BID as defined by the boundaries and included property classes that have been in place since DVI’s establishment in the year 2000 and is the area currently receiving Ambassador Services from the existing team. Effective on October 1, 2021, the service area will expand to include the boundaries and property classes described in Exhibit A.
Exhibit C
Ambassador Services

Any selected Contractor will be required to provide at least the following services throughout the Service Area as defined in Exhibit A. Respondents should include in their responses to Sections 4(3)(a) and 4(4) of this RFP any additional service that in their experience and expertise would be complimentary to the below described services and that they would propose to provide, along with the associated deployment.

1. Cleaning
   A) **Removal of Litter, Debris, and Waste**: Removal of litter, trash, debris, and other waste from the streets, sidewalks, and parks and other public spaces, by mechanical or manual means, including, but not limited to: all types of paper, cigarette packages and butts, leaves, gravel or rocks, cans, cardboard, boxes, plastic refuse, bottles, broken glass, beverage spills, urine, feces, vomit, and dead animals.
   B) **Weed Control**: Killing and removal of unwanted weeds and grass from the streets, sidewalks, tree pits, and, as requested by DVI, parks and public spaces.
   C) **Mechanical Cleaning**: Use of pressure washers and any other appropriate mechanical equipment for the enhanced cleaning of pedestrian rights of way.
   D) **Handbill Removal**: Removal of handbills, stickers, posters, and similar items from utility poles, mail boxes, courier boxes, newspaper or magazine boxes and kiosks, public telephones, parking meters, and other fixtures.
   E) **Graffiti Removal**: Prompt removal or cover of graffiti from the first floor or buildings facing or visible from public rights of way and from utility poles, mail boxes, courier boxes, newspaper or magazine boxes and kiosks, public telephones, and other fixtures.

2. Safety/Hospitality
   A) **Safety/Hospitality Patrols**: Patrols to act as a visible deterrent for unwanted activity, as well as to provide positive interactions with workers, residents, and visitors.
   B) **Safety/Hospitality Escorts**: As requested by residents, workers, and visitors, personalized escorts from the requesting individual’s work or current whereabouts to desired location (both being located within or near the Service Area).
   C) **Provision of Directions and Downtown Jacksonville Information**: Sharing of information with workers, residents, and visitors related to upcoming special events, local attractions and amenities, directions, and information as requested and/or appropriate.
   D) **Business Check-ins**: Stops at businesses to speak with the onsite manager in order to gather and share security and other information and concerns.
   E) **Nuisance Response**: Interactions with persons creating quality of life issues in order to advise them of local ordinances and request compliance and courtesy.

3. Social Services Outreach: By qualified Outreach Professionals:
   A) **Outreach**: Proactive outreach to develop trust and relationships with the Downtown Jacksonville homeless population (“Clients”).
B) **Needs Assessment and Referrals:** Assessment of Client needs and identification of and referral/connection to social services providers who can address those needs on a long-term basis.

C) **Case-Management:** Provision of “Gap” Case Management services, such as transportation, access to needed documentation, application assistance, and short-term emotional support, in order to prepare Clients to access needed long-term social services and move off of the Downtown Jacksonville streets.

4. **Property Maintenance**
   A) **Maintenance:** Proactive maintenance and repair of minor public infrastructure, including, but not limited to, painting, trash can repair, kiosk glass replacement, bike rack installation, etc.…
   B) **Landscaping:** Oversight of DVI managed landscaping planters (currently 11 planters).
   C) **Placemaking:** Oversight and repair of the built elements of DVI Placemaking interventions.

5. **Place-Management**
   A) Ongoing management and activation of selected Downtown Jacksonville parks as identified by DVI, currently consisting of:
      i) **The Corkscrew Outdoor Fitness Park:** Daily staffing, which includes the full portfolio of Cleaning and Safety/Hospitality duties as described above, setup and breakdown of movable fitness equipment, seating, music, and other amenities, and user data collection.
      ii) **Main Street Park:** Daily staffing, which includes the full portfolio of Cleaning and Safety/Hospitality duties as described above, setup and breakdown of movable seating, and user data collection.
   B) Implementation support, management, and maintenance of DVI Placemaking Interventions in Downtown Jacksonville, currently consisting of:
      i) **The Lights on Laura:** Maintenance and programming of customizable LED lights installed in 40 trees lining Laura Street.
      ii) **The Adams Street Parklet:** Setup, breakdown, and monitoring of movable seating.
      iii) **The Patio on Hogan:** Setup, breakdown, and monitoring of movable seating.

For more information regarding DVI’s Placemaking and Park-Management initiatives, visit [www.downtownjacksonville.org/about-dvi/labs-fund/](http://www.downtownjacksonville.org/about-dvi/labs-fund/)

6. **Special Projects:**
   A) **Event Support:** Provision of logistical support for all DVI events, currently including First Wednesday Art Walk and the Jax River Jams Outdoor Concert Series.
   B) **LifeBuilders Ambassador Program Management:** Oversight of the LifeBuilders Ambassadors, 6 homeless individuals working each day with the Downtown Ambassador Team on cleaning, safety/hospitality, and place-management initiatives.
**Exhibit D**

**Activity/Productivity Statistics**

The following are examples of statistics that DVI will expect any selected Contractor to track and report to DVI regarding the operations of the Downtown Ambassador Program.

<table>
<thead>
<tr>
<th>Task</th>
<th>Jan. 21</th>
<th>Feb. 21</th>
<th>Mar. 21</th>
<th>Apr. 21</th>
<th>May 21</th>
<th>Jun. 21</th>
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<tr>
<td>Auto Assist</td>
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<td>City Care Issue</td>
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<td>32</td>
<td>25</td>
<td>22</td>
<td>16</td>
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<tr>
<td>Directions Given</td>
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<td>94</td>
<td>74</td>
<td>112</td>
<td>82</td>
<td>137</td>
<td>583</td>
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<td>0</td>
<td>1</td>
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<td>3</td>
<td>4</td>
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<td>101</td>
<td>83</td>
<td>127</td>
<td>122</td>
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<td>375</td>
<td>406</td>
<td>342</td>
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<td>2069</td>
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<td>Homeless Campsites</td>
<td>87</td>
<td>130</td>
<td>77</td>
<td>80</td>
<td>61</td>
<td>89</td>
<td>524</td>
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<tr>
<td>Leaves - Bags Collected</td>
<td>76</td>
<td>50</td>
<td>77</td>
<td>105</td>
<td>12</td>
<td>131</td>
<td>451</td>
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<td>Maps / Publications Distributed</td>
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<td>0</td>
<td>4</td>
<td>11</td>
<td>19</td>
<td>48</td>
<td>83</td>
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<td>0</td>
<td>14</td>
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<td>Pan and Broom - Block Faces</td>
<td>7740</td>
<td>7306</td>
<td>7645</td>
<td>7909</td>
<td>7533</td>
<td>7902</td>
<td>46035</td>
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<td>Panhandling</td>
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<td>18</td>
<td>25</td>
<td>12</td>
<td>37</td>
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<td>Pedestrian Assistance</td>
<td>270</td>
<td>294</td>
<td>252</td>
<td>343</td>
<td>222</td>
<td>328</td>
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<td>Power Washing - Block Faces</td>
<td>64</td>
<td>70</td>
<td>65</td>
<td>63</td>
<td>77</td>
<td>102</td>
<td>441</td>
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<td>Power Washing - Spot/Stain Removal</td>
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<td>59</td>
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<td>77</td>
<td>95</td>
<td>85</td>
<td>451</td>
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<td>Power Washing - Hot Spots</td>
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<td>209</td>
<td>144</td>
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<td>1043</td>
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<td>Public Disturbance/Nuisance</td>
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<td>6</td>
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<td>Special Events Supported</td>
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<td>0</td>
<td>3</td>
<td>0</td>
<td>4</td>
<td>10</td>
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<td>Spill Clean Up - Non-biohazard</td>
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<td>239</td>
<td>212</td>
<td>244</td>
<td>176</td>
<td>145</td>
<td>1235</td>
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<tr>
<td>Trash (Bags Collected)</td>
<td>330</td>
<td>408</td>
<td>247</td>
<td>440</td>
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<td>2082</td>
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<tr>
<td>Trash Cans emptied</td>
<td>246</td>
<td>198</td>
<td>216</td>
<td>284</td>
<td>309</td>
<td>433</td>
<td>1686</td>
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<tr>
<td>Trespassers / Loiterers</td>
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<td>52</td>
<td>48</td>
<td>16</td>
<td>45</td>
<td>45</td>
<td>223</td>
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<tr>
<td>Umbrella Escorts</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>47</td>
<td>47</td>
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<tr>
<td>Weed Abatement (Block Faces)</td>
<td>61</td>
<td>48</td>
<td>35</td>
<td>49</td>
<td>110</td>
<td>235</td>
<td>538</td>
</tr>
<tr>
<td>Bicycle Miles</td>
<td>297</td>
<td>255</td>
<td>304</td>
<td>225</td>
<td>235</td>
<td>235</td>
<td>1551</td>
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<tr>
<td>Power Equip. - Hrs</td>
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<td>16</td>
<td>31</td>
<td>37</td>
<td>25</td>
<td>150</td>
<td>271</td>
</tr>
</tbody>
</table>
Exhibit E
Cost Proposals

1. Cost Proposal Form
The Cost Proposal should provide two years of detailed pricing utilizing the following form. A modifiable version of the form has been provided at www.downtownjacksonville.org/about-dvi/downtown-vision-inc-opportunities/. Items denoted as “XXX” are costs and detail information requiring completion by respondent.

A. For the Ambassador Services described in Exhibit C, the Cost Proposal should incorporate the staffing plan and equipment package described in Exhibit E(2) below.

B. If applicable, any other costs associated with the provision of the Ambassador Services described in Exhibit C that do not align with the cost categories in the tables provided should be included as “Other Costs” and described in detail. If not such Other Costs are anticipated, $0 should be entered and no detail is necessary.

C. If applicable, costs associated with any Additional Services proposed pursuant to Section 4(3)(A)(ii) should be proposed and described in detail as “Additional Services Costs” and easily severable from costs associated with the Ambassador Services described in Exhibit C.

Note, for purposes of developing the requested cost proposals, one full time employee should be assumed to work a total of 2,080 annual hours.

Note, while any contract awarded pursuant to this RFP is anticipated to have a start date of October 1, 2021 the awarded Contractor will likely require a period to both transition existing Program resources from the current vendor and expand the Program to the agreed upon levels. While the details of such a transition should be provided in the response to Section 4(3)(F) above, Cost Proposals should assume the beginning of services at the proposed levels on the aforementioned Contract start date.

Note, entries for “Employee Wages” should be the average hourly wages paid to employee’s working in a particular position category. That average hourly wage should contemplate the rehiring of the existing team members at the wages specified.
### Cost Proposal – Year [1/2?]

#### Staffing

<table>
<thead>
<tr>
<th>Rate/Hour</th>
<th>Clean Ambassadors</th>
<th>Safety/Hospitality Ambassadors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Wages</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
</tr>
<tr>
<td>FICA</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
</tr>
<tr>
<td>Workers Comp.</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
</tr>
<tr>
<td>Liability</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
</tr>
<tr>
<td>Unemployment</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
</tr>
<tr>
<td><strong>Subtotal Wages/Taxes</strong></td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
</tr>
<tr>
<td>Uniforms and Supplies</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
</tr>
<tr>
<td>Administration</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
</tr>
<tr>
<td>Benefits</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
</tr>
<tr>
<td>Other Overhead</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
</tr>
<tr>
<td>Profit</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
</tr>
<tr>
<td><strong>Subtotal Bill Rate</strong></td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
</tr>
</tbody>
</table>

| FTEs               | 12                | 9                              |
| Weekly Hours       | 480               | 360                           |
| Annual Hours       | 24,960            | 18,720                        |
| **Annual Billing** | $XXXXXXXXXXXX     | $XXXXXXXXXXXX                 |
| **Total Annual Billing – Program Ambassadors** | $XXXXXXXXXXXX |

#### Leads and Specialists

<table>
<thead>
<tr>
<th>Rate/Hour</th>
<th>Outreach Specialists</th>
<th>Property Maintenance Specialist</th>
<th>Clean Division Leads</th>
<th>Safety/Hospitality Division Leads</th>
<th>Special Projects/Place Management Specialist</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Wages</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
</tr>
<tr>
<td>FICA</td>
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<td>$XXXXXXXXXXXX</td>
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<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
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<tr>
<td>Liability</td>
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<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
</tr>
<tr>
<td>Unemployment</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
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<td>$XXXXXXXXXXXX</td>
</tr>
<tr>
<td><strong>Subtotal Wages/Taxes</strong></td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
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<td>$XXXXXXXXXXXX</td>
</tr>
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<td>Administration</td>
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<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
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<tr>
<td>Benefits</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
</tr>
<tr>
<td>Other Overhead</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
</tr>
<tr>
<td>Profit</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
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<tr>
<td><strong>Subtotal Bill Rate</strong></td>
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<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXX</td>
</tr>
</tbody>
</table>

| FTEs               | 2                  | 1                              | 2                   | 1                               | 1                               |
| Weekly Hours       | 80                 | 40                             | 80                  | 40                             | 40                             |
| Annual Hours       | 4,160              | 2,080                          | 4,160               | 2,080                          | 2,080                          |
| **Annual Billing** | $XXXXXXXXXXXX     | $XXXXXXXXXXXX                   | $XXXXXXXXXXXX       | $XXXXXXXXXXXX                    | $XXXXXXXXXXXX                  |
| **Total Annual Billing – Program Leads and Specialists** | $XXXXXXXXXXXX |
## Oversight and Administration

<table>
<thead>
<tr>
<th>Rate/Rate</th>
<th>Operations Manager</th>
<th>Operations Supervisor</th>
<th>Special Projects/Place-Management Supervisor</th>
<th>Dispatch and Admin</th>
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</thead>
<tbody>
<tr>
<td>Employee Wages</td>
<td>$XXXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXXX</td>
</tr>
<tr>
<td>FICA</td>
<td>$XXXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXXX</td>
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<tr>
<td>Workers Comp.</td>
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<td>$XXXXXXXXXXXXX</td>
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<tr>
<td>Liability</td>
<td>$XXXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXXX</td>
</tr>
<tr>
<td>Unemployment</td>
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<td>$XXXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXXX</td>
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</tr>
<tr>
<td>Subtotal Wages/Taxes</td>
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<td>$XXXXXXXXXXXXX</td>
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<tr>
<td>Uniforms and Supplies</td>
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<td>$XXXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXXX</td>
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<td>$XXXXXXXXXXXXX</td>
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<td>Benefits</td>
<td>$XXXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXXX</td>
<td>$XXXXXXXXXXXXX</td>
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<tr>
<td>Other Overhead</td>
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<tr>
<td>Subtotal Bill Rate</td>
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### Additional Details

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<td>$XXXXXXXXXXXXX</td>
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</table>

### Total Annual Billing

- **Program Oversight and Administration**: $XXXXXXXXXXXXX
- **Staffing (Ambassadors + Leads and Specialists + Oversight and Admin)**: $XXXXXXXXXXXXX
- **Equipment Provision, Maintenance, and Operation**: $XXXXXXXXXXXXX
- **Other Costs (if applicable)**: $XXXXXXXXXXXXX
- **Additional Services Costs (if applicable)**: $XXXXXXXXXXXXX
- **Proposed (Staffing + Other Costs + Additional Services Costs)**: $XXXXXXXXXXXXX
2. **Staffing Plan, Existing Team, and Equipment Package**

   **A. Staffing Plan (Position (Number of FTEs) *Programmatic Focus*)**

   Cost Proposals should contemplate a Downtown Ambassador Team consisting of 32 full time employees organized as follows for the provision of the Ambassador Services described in Exhibit C.

   Cost Proposals should further contemplate the rehiring of the following existing 14 team members who must be compensated by the following hourly wages.

<table>
<thead>
<tr>
<th>Position/Role</th>
<th>Hourly Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Projects/Place-Management Supervisor (1)</td>
<td>$20.78</td>
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<tr>
<td>Special Projects/Place-Management Specialist (1)</td>
<td>$17.27</td>
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<tr>
<td>Outreach Specialists (2)</td>
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<tr>
<td>Property Maintenance Specialist (1)</td>
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<tr>
<td>Clean Division Lead (1)</td>
<td>$17.27</td>
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<tr>
<td>Safety/Hospitality Division Lead (1)</td>
<td>$17.27</td>
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<tr>
<td>Safety/Hospitality Division Ambassador (1)</td>
<td>$13.00</td>
</tr>
<tr>
<td>Cleaning Ambassadors (6)</td>
<td>$11.94</td>
</tr>
</tbody>
</table>

   **B. Equipment Package**

   Cost Proposals should contemplate utilization of the below equipment package for the provision of the Ambassador Services described in Exhibit C.

   i. **Pre-Existing Equipment**: Ongoing maintenance and operation of the following equipment currently owned by DVI:

      1. 1 Utility Type Vehicle
      2. 2 Trailer-Pulled Pressure Washers
      3. 4 Mountain Bikes

   ii. **New Equipment**: Subject to the requirements of Section 2.6 above, provision and ongoing maintenance of the following new equipment:

      1. 2 Pickup Trucks
      2. 3 Electric Powered Golf Carts or Similar Street Legal Electric Vehicles
      3. 4 Utility Type Vehicles
      4. 5 Mountain Bikes
      5. 1 Passenger Van (Minimum 10-12 Passenger Load)
### Exhibit F

**Insurance Requirements**

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

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Workers Compensation</strong></td>
<td>Florida Statutory Coverage</td>
</tr>
<tr>
<td><strong>Employer’s Liability</strong></td>
<td>$100,000 Each Accident</td>
</tr>
<tr>
<td>(including appropriate federal acts)</td>
<td>$500,000 Disease/Policy Limit</td>
</tr>
<tr>
<td></td>
<td>$100,000 Each Employee/Disease</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Commercial General Liability</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,000,000 General Aggregate</td>
</tr>
<tr>
<td>$2,000,000 Products/Comp. Ops Agg.</td>
</tr>
<tr>
<td>$1,000,000 Personal/Advertising Injury</td>
</tr>
<tr>
<td>$1,000,000 Each Occurrence</td>
</tr>
<tr>
<td>$50,000 Fire Damage</td>
</tr>
<tr>
<td>$5,000 Medical Expenses</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Automobile Liability</strong> (All-automobiles-owned, hired, or non-owned)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>(Coverage for all automobiles, owned, hired, or non-owned used in performance of Services)</td>
</tr>
</tbody>
</table>

An insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes and with an A.M. Best Rating of “A X” or better shall write such insurance.

Prior to commencing work, any selected Contractor will be required to provide for DVI’s approval certificates of insurance evidencing the maintenance of the required insurance that is endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of DVI. The certificates shall provide that no material alteration of cancellation, including expiration and non-renewal shall be effective until 30 days after receipt of written notice by DVI.
Exhibit G
Non-Discrimination, Affirmative Action, and Equal Employment Opportunity

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

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

3. Equal Employment Opportunity
   A. Contractor’s employment decisions shall be based on merit and business needs, not on race, color, sex (including pregnancy), sexual orientation, gender identity or expression,
religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor.

B. Contractor must demonstrate a commitment to the effective implementation of an affirmative action plan or policy on equal opportunity. Contractor must ensure equal opportunity to all persons and not discriminate against any employee or applicant for employment because of race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor. Contractor must uphold and operate in compliance with Executive Order 11246 and as amended in Executive Order 11375, Title VI and VII of Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Fair Employment Practices Act, and the American with Disabilities Act of 1990.
Exhibit H

DVI Diversity, Equity, and Inclusion Statement and Policy

Approved July 22, 2020

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

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

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

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

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

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

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

- Respectful communication and cooperation between all individuals
- Teamwork participation, permitting the representation of all groups and employee perspectives.
- Accommodation of different individuals varying needs.
- Contributions to the communities we serve to promote a greater understanding and respect for diversity.
At Downtown Vision, all employees and board members have a responsibility to treat others with dignity and respect at all times. All employees and board members are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the worksite, and at all other company-sponsored and participative events.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the company’s diversity policy and initiatives should seek assistance from a supervisor, board member or an HR representative.
Exhibit I
Additional Contract Terms and Provisions

1. **Billing:** Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Contractor shall provide DVI with invoices that:
   A. Are legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Contract for the invoice period. Payments are due within 30 days of receipt and approval by DVI of the invoice, invoiced deliverables(s), and any required reports.
   B. Contain the Contractor’s name, address, federal employer identification number, or other applicable Contractor identification number, the Contract number, the invoice number, and the invoice period. DVI may require any additional information from the Contractor that DVI deems necessary to process and invoice.

2. **Acceptance of Services:** Payment under this Contract is contingent upon acceptance by DVI of the services specified herein. DVI will not accept any services that do not comply with the specified minimum level of service to be performed and the criteria for evaluating the successful completion of each service.

3. **Financial Consequences:** If Contractor fails to perform in accordance with this Contract, DVI shall apply the financial consequences specified herein.

4. **Return or Recoupment of Funds:**
   A. Contractor shall return to DVI any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to Contractor by DVI. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, Contractor shall repay said overpayment within forty (40) calendar days without prior notification from DVI. In the event that DVI first discovers that an overpayment has been made, DVI will notify Contractor pursuant to notice requirements under paragraph II(26) of this Contract. Should repayment not be made in a timely manner, DVI shall be entitled to charge interest beginning forty (40) calendar days after the date of notification or discovery. All monies not paid when due hereunder shall bear interest at the statutory rate per annum, which also shall be applicable as pre-judgment interest that may result from litigation.
   B. If Contractor’s non-compliance with any provision of the Contract results in additional cost or monetary loss to DVI, DVI can recoup that cost or loss from monies owed to Contractor under this Contract or any other contract between Contractor and DVI. In the event that the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between Contractor and DVI, Contractor will repay such cost or loss in full to DVI within forty (40) days of the date of notice of the amount owed, unless DVI agrees, in writing, to an alternative timeframe.

5. **Applicable Laws:**
A. **Venue and Governing Law:** This Contract shall be governed by and interpreted in accordance with the laws of the State of Florida. The venue of any legal action brought or filed relating to any matter arising under this Contract shall be exclusively in federal and state courts sitting in Duval County, Florida having jurisdiction over such legal action.

B. **Compliance with State and Other Laws:** In the performance of this Contract, Contractor must comply with all applicable federal, state, and local laws, rules, and regulations, as the same exist and may be amended from time to time. If any of the obligations of this Contract are to be performed by a subcontractor, the provisions of this paragraph shall be incorporated and become a part of the subcontract.

6. **Public Records:** Contractor shall keep and maintain all documents related to this Contract in compliance with the Florida Public Records Law, Florida Statute 119.011.

7. **Retention of Records/Audit**
   A. Contractor agrees to establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided under this Contract.
   
   B. Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of six (6) years after the date of final payment under this Contract. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation that may be based on the terms of this Contract, at no additional cost to DVI.
   
   C. Upon demand and at no additional cost to DVI or the City of Jacksonville, to facilitate the duplication and transfer of any records or documents related to this Contract.
   
   D. To assure that records related to this Contract shall be subject at all reasonable times to inspection, review, copying, or audit by personnel duly authorized by DVI.
   
   E. At all reasonable times for as long as records are maintained, to allow DVI and or persons duly authorized by the DVI full access to and the right to examine any of Contractor’s contracts and related records and documents related to this Contract, regardless of the form in which they are kept.
   
   F. To ensure that all related party transactions are disclosed to the auditor.
   
   G. To include the aforementioned audit, inspections, investigations, and records keeping requirements in all subcontracts and assignments.

8. **Assignments and Subcontracts:**
   A. Contractor agrees to either assign the responsibility for this Contract to another party nor subcontract for any work contemplated under this Contract without prior written approval of DVI. Any sublicense, assignment, or transfer occurring without the approval of DVI, shall be null and void.
   
   B. Contractor agrees to be responsible for all work performed and all expenses incurred during the performance of this Contract. If DVI permits Contractor to subcontract for all
or part of the work contemplated under this Contract, including entering into
subcontracts with vendors for services and commodities, it is understood by Contractor
that all such subcontract arrangements shall be evidenced by a written document
subject to prior review and comment by DVI. Such review of the written subcontract
document by DVI will be limited to a determination of whether or not subcontracting is
permissible and the inclusion of applicable terms and conditions of this Contract.
Contractor further agrees that DVI shall not be liable to the subcontractor for any
expenses or liabilities incurred under the subcontract and Contractor shall be solely
liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
Contractor, at its expense, will defend DVI against such claims.
C. Contractor agrees that all Contractor employees, subcontractors, or agents performing
work under this Contract shall be properly trained technicians who meet or exceed any
specified training qualifications. Upon request from DVI, Contractor shall furnish a copy
of technical certification or other proof of qualification. All employees, subcontractors, or
agents performing work under this Contract must comply with all security and
administrative requirements of DVI. DVI may refuse access to, or require replacement
of, any personnel for cause, including, but not limited to, technical or training
qualifications, quality of work, change in security status, or non-compliance with DVI’s
security or other requirements. Such refusal shall not relieve Contractor of its obligation
to perform all work in compliance with this Contract. DVI may reject and bar from any
facility for cause any of Contractor’s employees, subcontractors, or agents.
D. Contractor agrees that DVI may undertake or award supplemental contracts for work
related to the Contract. Contractor and its subcontractor shall cooperate with other
contractors and DVI in all such cases.
E. DVI shall retain the right to reject any of Contractor’s or subcontractor’s employees
whose qualifications or performance, in DVI’s judgment, are insufficient.

9. **Insurance:** Without limiting its liability under this Contract, Contractor shall procure and
maintain at its own expense during the term of this Contract, insurance of the types and in
the minimum amounts stated in Exhibit F to this RFP.

10. **Employee Wages and Benefits:** Contractor shall comply with all applicable local, state,
and federal laws relating to wages, hours, overtime, and all other applicable laws relating to
the employment or protection of employees, now or hereafter in effect. Conditions of
employment shall be published and conspicuously posted so all employees may be
informed. Contractor shall furnish, at its own expense, reasonable uniforms, rain gear, and
safety equipment.

11. **Non-Discrimination Provisions:** In conformity with the requirements of 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 this Contract. Contractor agrees, upon request from DVI, it will permit reasonable
access to its records of employment, employment advertisement, advertisement, application
forms, and other pertinent data and records, by DVI or the Executive Director of the City of Jacksonville’s Community Relations Commission, or successor agency of the commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Contract. However, Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. Contractor agrees that, if any of its obligations to be provided pursuant to this Contract are to be performed by a subcontractor, the provisions of this paragraph shall be incorporated and become a part of the subcontract.

12. **Affirmative Action:** In conformity with the requirements of Section 126 Part 4, Jacksonville Ordinance Code, and directives from the City administration, Contractor represents and warrants to the DVI that Contractor has adopted and will maintain 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, upon request from DVI, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided, Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Contract.

Contractor agrees that if any of the obligations of this Contract are to be performed by a subcontractor, the provisions of subsections (a) and (b) of Section 126.404, Jacksonville Ordinance Code, shall be incorporated into and become a part of the subcontract.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of DVI state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national original, ancestry, religion, familial status, marital status, affection or sexual orientation, sex or liability for services in the armed forces of the United States.

13. **Equal Employment Opportunity Provisions:** Contractor’s employment decisions shall be based on merit and business needs, not on race, color, citizenship status, national origin, sexual preference, ancestry, gender, age, religion, physical or mental disability, veteran status, or any other factor protected by applicable federal, state, or local law.

Contractor must demonstrate a commitment to the effective implementation of an affirmative action plan or policy on equal opportunity. Contractor must ensure equal opportunity to all persons and not discriminate against any employee or applicant for employment because of

14. **Permits and Licenses:** Contractor shall obtain, at its own expense, all permits and licenses required by federal, state, and local laws, rules and regulations and maintain the same in full force and effect. Any changes to the licenses or permits shall be reported to DVI within ten (10) working days of the change.

15. **Taxes:** Contractor shall be liable for all federal, state, and local taxes associated with the performance of this Contract, including sales and use tax, social security, workers compensation, unemployment, and any other state taxes which may be chargeable against labor, material, equipment, real estate, or other items necessary for the performance of this Contract.

16. **Intellectual Property:** Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Contractor; whereas, intellectual property right to all property created or otherwise developed by Contractor specifically for DVI will be owned by DVI.

17. **Patents, Copyrights, and Royalties:**
   A. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, Contractor shall refer the discovery or invention to DVI, who shall determine whether patent protection will be sought in the name of DVI. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to DVI. All data, both electronic and hard copy, created or received by Contractor during this Contract are the property of DVI and must be surrendered to DVI upon expiration, termination, or cancellation of this Contract at no cost to DVI.
   B. Where activities supported by this Contract produced original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, DVI has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DVI to do so. In the event that any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Contractor shall notify DVI. Any and all copyrights accruing under or in connection with the performance funded by this Contract are hereby reserved to DVI.

18. **Advertising:** Contractor shall not publicly disseminate any information concerning this Contract without prior approval from DVI, including, but not limited to, mentioning this Contract in a press release or other promotional material, identifying DVI as a reference, or otherwise linking Contractor's name and either a description of this Contract or the name of
DVI in any material published, either in print or electronically, to any entity that is not a party to this Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.

19. **Warrantee of Ability to Perform**: Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under this Contract. Contractor shall notify DVI in writing if its ability to perform is compromised in any manner during the term of this Contract.

20. **Independent Contractor Status**: Contractor shall operate as an independent contractor and shall have complete charge of its workers engaged in performance of this Contract. The Contractor is not an agent, representative, or employee of DVI, and nothing herein contained is intended or should be construed as establishing the relationship of copartners between the Contractor and the City. Contractor shall be responsible for its own labor relations. Contractor shall negotiate and resolve any disputes between Contractor and its employees or anyone representing its employees. Contractor shall immediately notify DVI of any actual or material labor disputes which may affect Contractor's performance of this Contract. Contractor shall also inform DVI of all actions that Contractor is taking to resolve the dispute.

21. **Time is of the Essence**: Time shall be of the essence as to each provision of this Contract which specifies a time within which performance is to occur. In the absence of any specific time for performance, such performance shall be completed within a reasonable time.

22. **Termination**:
   A. **Termination Due to Lack of Funds**: In the event funds to finance this Contract become unavailable or if federal, state, or City funds on which this Contract is dependent are withdrawn or redirected, DVI may terminate this Contract upon written notice to the Contractor. DVI shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.
   B. **Termination for Cause**: DVI may terminate this Contract if its Contractor fails to: (1) deliver the product within the time specified in this Contract or any extension; (2) maintain adequate progress, thus endangering performance of this Contract; (3) honor any term of this Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Contractor shall continue to perform any work not terminated. The rights and remedies of DVI in this clause are in addition to any other rights and remedies provided by law or under this Contract. Contractor shall not be entitled to recover cancellation charges or lost profits.
   C. **Termination for Convenience**: DVI, by written notice to Contractor, may terminate this Contract in whole or in part when DVI determines in its sole discretion that it is in DVI's
interest to do so. Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this Contract, if any. Contractor shall not be entitled to recover any cancellation charges or lost profits.

D. **Contractor Responsibilities Upon Termination:** After receipt of a notice of termination, and except as otherwise specified by DVI, Contractor shall:

i. Stop work under this Contract on the date and to the extent specified in the notice;

ii. Complete performance of such part of the work as shall not have been terminated by DVI;

iii. Take such action as may be necessary, or as DVI may specify, to protect and preserve any property related to this Contract which is in the possession of Contractor and in which DVI has or may acquire an interest; and

iv. Upon the effective date of the termination of this Contract, Contractor shall transfer, assign, and make available to DVI all property and materials belonging to DVI. No extra compensation will be paid to Contractor for its services in connection with such transfer or assignment.

23. **Change in Legislation, Regulation, Administrative Ruling, or Collective Bargaining Contract:** In the event of any change in Federal, State, or Municipal legislation, regulation, administrative ruling, or collective bargaining contract affecting any change in work hours, pay rates, working conditions, taxes, health insurance, benefits, etc. Contractor shall notify DVI in writing of the change in the rates to be charged DVI and the effective date of said change which shall be computed on the prevailing hourly pay scale. In the event that government health care legislation mandates provision of health benefits, including but not limited to the Patient Protection and Affordable Care Act to employees at the Service Area greater than agreed upon in this contract, then Contractor shall invoice DVI for the direct cost associated with that program.

24. **Indemnification:**

   A. **Contract Indemnification:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless DVI and its officers, directors, employees, agents, and consultants from and against all claims, costs, losses, and damages (including, but not limited to, all attorneys’ fees and all court costs) caused by, arising out of, or resulting from the performance of this Contract, provided that any such claim, cost, loss, or damage: (1) is attributable to bodily injury, sickness, disease, or death; environmental liability; liability associated with the violation of any applicable federal, state, or local laws, rules, or regulations; or to damage to or destruction of tangible property, including the loss resulting therefrom; and (2) is caused by acts or omissions of the Contractor, and of its contractors, subcontractors, suppliers, or any persons or organizations employed by any of them in performance of this Contract. In the event that DVI or its employee is alleged to be liable on account of acts or omissions of the Contractor, the Contractor shall hold DVI or its employees harmless and shall defend them against such allegations, claims, and litigation through counsel acceptable to DVI, and the Contractor shall bear all costs, fees, and expenses incurred by such defense.
B. **Joint Negligence:** In the event of joint negligence on the part of DVI and the Contractor, any loss shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as amended.

C. **No Limitation on Indemnification:** The indemnification obligation under paragraph (II)(W)(1) above, shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or for any subcontractor, supplier, or person, or organization under workers’ compensation acts, disability benefits acts, or other employee benefits acts.

25. **Force Majeure:** Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due to acts of God, earthquake, extraordinary weather conditions, acts of war, acts of public enemies, acts of terrorism, strikes, fires, floods, riots, active shooter incident, or other similar cause beyond the Party’s control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption of the Party’s performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party.

26. **Notice:** All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts to the parties at the addresses listed in Paragraph I of this Contract (or to such other or further addresses as the Parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this Contract three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or air courier service, except that notice or a change in address shall be effective only upon receipt.

27. **Non-waiver:** Failure by either Party at any time to require strict performance by the other Party of any provisions hereof shall not release the other party from its obligations under this Agreement and shall in no way affect the right of the other Party, thereafter, to enforce the same. Furthermore, payments by DVI to the Contractor under this Contract shall not constitute a waiver of any Parties’ rights under this Contract.

28. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void herein. The provisions of this paragraph shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined to be void.
29. **Renegotiation or Modification**: The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in this Contract necessary, as determined by DVI. Any investigation necessary to determine the impact of this change shall be the responsibility of Contractor. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

30. **Warrantee of Authority**: Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to this Contract.

31. **Entire Agreement**: This Contract, with all attachments hereto, constitutes the entire agreement between the parties with respect to the scope of services and terms and conditions described herein and extinguishes and supersedes all prior agreements and all amendments and prior understandings between the parties with respect to the same. Any amendments or additions to this Contract shall not be binding unless in writing and signed by both parties.

32. **Preparation of Agreement**: Both Parties acknowledge that they have had meaningful input into the terms and conditions contained in this Contract; therefore, any doubt or ambiguous provisions contained herein shall not be construed against the Party who physically prepared this Contract.