

**REQUEST FOR PROPOSALS**  
**FOR**  
**ARTWORK CONSULTATION SERVICES**  
**FOR THE**  
**AMWAY CENTER**  
**LOCATED IN**  
**ORLANDO, FLORIDA**  
**25-JANUARY-2010**

**1.0 GENERAL INFORMATION:**

- .1 AGREEMENT:** Per the Project Construction Agreement (“PCA”) with the City of Orlando, executed on July 23, 2008, an affiliate of Orlando Magic, Ltd., Events Center Development, LLC (“ECDLLC”), acts as Developer for the design and construction of the Amway Center (“Project”). ECDLLC intends to retain, through an open competitive procurement process an Artwork Consultant professional (“Consultant”) for the Project. Consultant will develop and execute a comprehensive artwork program for the Amway Center. Consultant will contract with ECDLLC to perform the Services contemplated by this Request for Proposals (“RFP”). It is anticipated that the Consultant will possess prior experience performing services such as those required by this RFP. City will be listed as a third party beneficiary to the Agreement with ECDLLC.
- .2 AMWAY CENTER SITE:** Project is under construction on the property generally located to the south of Church Street, north of South Street, west of South Hughey Avenue and east of South Division Street.

**2.0 DEFINITIONS AND INTERPRETATION**

- .1 RFP DEFINITIONS:** Unless otherwise defined herein, the following words and phrases will have the following meanings:
- **“City”** means City of Orlando, Florida, a municipal corporation created and existing under the laws of the State of Florida.
  - **“City Construction Representative”** means the representative appointed by City to oversee its interests with respect to the Project.
  - **“Consultant”** means an entity or individual contracted to ECDLLC to handle all phases of development and execution of an art procurement plan with respect to the Project. This includes, but is not limited to, locating, purchasing, receiving, verifying, sorting, storing, assembling, delivering, and installing the art.
  - **“ECDLLC”** means Events Center Development, LLC, the Project Developer.
  - **“Amway Center”** means a community sports and entertainment arena able to host events of local, regional, and national importance; concerts; family shows; professional and amateur sports events, such as NCAA competitions, NBA and/or NHL, and AFL games;

and other civic, political, community and not-for-profit events. The City shall own and operate the Amway Center.

- **“Project”** means the design, development, construction, and operation of the Amway Center in Orlando, Florida.
- **“Team”** means the Orlando Magic, Ltd., the owner of the NBA team known as the Orlando Magic.

## **.2 SUBMISSION INSTRUCTION DEFINITIONS:**

- **Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the response to the RFP as non-responsive.
- **Should:** Indicates something that is recommended, but not mandatory. If the response fails to provide recommended information, ECDLLC may, at its sole option, ask the responder to provide the information or evaluate the response without the information.
- **May:** Indicates something that is not mandatory, but permissible.

## **3.0 REQUEST FOR PROPOSALS (“RFP”) SPECIFICS:**

- .1 ARTWORK CONSULTATION RFP:** A complete copy of the RFP and all amendments and/or attachments thereto, may be obtained from the "Point of Contact" noted in Paragraph 3.2. The RFP and its amendments and/or attachments (pdf files) will also be posted on the Amway Center website at [www.AmwayCenter.com](http://www.AmwayCenter.com).

- .2 POINT OF CONTACT:** Contact, address, voice/fax numbers, and email address are:

Attn: Jennifer Nichols Kennedy  
TJNG Partners, Inc.  
ECDLLC  
FF&E Procurement Manager  
101 S. Garland Ave., Suite 201  
Orlando, FL 32801  
Phone: (407) 441-2190, Fax: (407) 447-4746  
JKennedy@TJNG.com

- .3 INQUIRIES AND COMMUNICATION:** All inquiries, questions, or other correspondence by the responding entities must be submitted, in writing, via fax, mail, or email, to the Point of Contact a minimum of 3 business days prior to the RFP response date noted in Paragraph 5.1. Phone calls other than to Point of Contact are prohibited during this RFP response period.
- .4 AMENDMENTS:** This RFP shall be modified only by a written amendment issued by ECDLLC. It is the responsibility of the proposers to verify in their cover letters that they have received and incorporated into their responses, all changes due to amendments issued to this RFP.

## **4.0 INTRODUCTION:**

- .1 PROGRAM STATEMENT:** The Amway Center will include (i) capacity of approximately 18,500 seats (including all premium seats); (ii) premium seating initially consisting of suites, loges, club and other premium seats; (iii) amenities and facilities that may include, among other things, retail spaces (both internal and with street access), restaurants, concessions facilities, internal and external message, video and score boards, Team and City administrative offices, broadcast facilities, meeting and club spaces for the Team, locker rooms, signage, maintenance and storage areas, and walkways around the Project; (iv) media-related facilities;

(v) a practice basketball court and related facilities; (vi) ice-making plants and facilities; (vii) the Team and NBA visiting team locker rooms, feature talent dressing rooms, officials rooms, and at least two (2) additional auxiliary locker rooms; (viii) an events center reduction curtain system; (ix) other traditional back of house elements; and (x) on-site development, including landscaping, streetscaping and all utility connections for the Amway Center. The Project will contain such fixed elements as are reasonably necessary to host arena football, indoor soccer, indoor lacrosse, national events, and touring shows, that are booked at other Events Centers.

- .2 **COMPARABLE FACILITIES:** ECDLLC and City intend to construct, within a pre-established cost/budget limitation, an events center that is comparable in size, scope and quality, taken as a whole, to the first-class Events Centers recently constructed in Charlotte, Indianapolis, Memphis and San Antonio (“Comparable Facilities”).
- .3 **BLUEPRINT:** The Team and the ECDLLC embrace the goals of offering business opportunities to all segments of the community, and are working with the City to accomplish the goals contained within the Blueprint for Using Community Venues to Create a Sustainable Economic Impact (the “Blueprint”) approved by the City Council on 21 May 2007. Applicable portions of the Blueprint as defined in the PCA will be incorporated into the Art Consultant Agreement with ECDLLC.
- .4 **MBE/WBE:** ECDLLC requests the proposers make efforts to include minority-owned and women-owned businesses as part of their submittal. M/WBE participation is encouraged on this RFP and will be considered in the selection process.
- .5 **EQUAL OPPORTUNITY EMPLOYER:** ECDLLC is an equal opportunity employer. The entity awarded an agreement as a result of this RFP agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote, and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, or marital status.
- .6 **LIVING WAGE:** The entity awarded an agreement as a result of this RFP, as well as its sub-contractors (first and second tier only), shall pay to all of their employees providing services pursuant to an agreement with ECDLLC, a living wage for the time spent providing services to ECDLLC. (This provision does not include general administrative personnel unless they are assigned to the Project.) “Living wage” means compensation for employment of not less than \$8.50 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the Consultant shall allow ECDLLC or City to audit (at Consultant’s place of business) its payroll records to determine if compliance has been achieved. Failure to comply with this provision may result in termination of the agreement between ECDLLC and Consultant.

## 5.0 **PROPOSED PROJECT TIME TABLE:**

- .1 **REQUEST FOR PROPOSALS RESPONSES:** Response to this RFP must be submitted not later than **3:00 pm, Tuesday, February 16, 2010** (“RFP Response Date”). Failure to comply with any of the requirements of this RFP may result in the response not being considered.
- .2 **RFP PRE-RESPONSE CONFERENCE:** There will be a RFP Pre-Response Conference for this scope of services. Questions or concerns should be submitted, in writing, to the point of contact listed in paragraph 3.2. Questions submitted after the RFP Pre-Response Conference Date may not be able to be answered prior to the submission of responses. The date and time of the Pre-Response Conference is **2:00 Thursday, February 11, 2010**. The Conference will be held at the ECDLLC Office Main Conference Room.

**.3 FF&E CONTRACTOR SELECTION:**

- Issue Consultant RFP Fri 29-Jan-10
- Consultant RFP Questions Due From Respondents Tue 9-Feb-10
- Pre-Response Conference Thur 11-Feb-10
- RFP Responses Due **3:00 p.m. EST Tue 16-Feb-10**
- Interviews Week of 22-Feb-10
- Selection Week of 1-Mar-10

**.4 PROJECT MILESTONES: (Dates are Approximate and Subject to Change)**

- Early Occupancy 1-15-Aug-10
- Substantial Completion 1-31-Sept-10
- First Event Oct - 10

**6.0 SCOPE OF SERVICES:**

**Description:** The Consultant shall provide design specifications and documents depicting the designs for the projects under the current artwork budget of **\$500,000** including the consultant fee, and shall include, but not be limited to:

- Review preliminary artwork and graphics location plan and provide recommendations to the Developer for modifications.
- The plan should include suggestions for outdoor art and potential placement locations.
- Provide samples of recommended artwork and graphics, frames, finishes and hardware.
- Provide creative suggestions to enhance the overall art project, including potential donors, museum/gallery loans or permanent loans. Local/community involvement is preferred.
- Provide preliminary budget for artwork, fabrication and installation for Developer approval.
- Provide preliminary schedule to be updated monthly.
- Review and work with Developers collection of Church Street memorabilia.
- Review existing lighting plans and make recommendations to the Developer for modifications to locations or fixture types.
- Write specifications; oversee fabrication and installation of artwork and graphics.
- Coordinate artwork selection with interior finishes, signage & wayfinding, lighting schemes and interior design of the building, working closely with Developer.
- Provide location plans coordinated with artwork specifications.
- Coordinate installation methods and support requirements with Developer and Construction Manager
- Field verify dimensions and existing conditions prior to fabrication or purchase.
- Coordinate installation schedule with Developer and Construction Manager and FF&E Contractor
- Provide security and protection for artwork and graphics during installation, prior to turn-over
- Create post installation punch list items and respond to any Developer punch list items.

The following phases shall be provided:

**Design & Concept Review and Approval Phase:** Consultant shall attend work sessions with ECDLLC in Orlando that shall include but not be limited to the following:

- Establishing goals, objectives, schedule and budgetary guidelines with Developer.
- Reviewing with Developer design concept and interior finishes for project.
- Reviewing Consultant's recommended artwork location plans.
- Reviewing Consultant's plans for hierarchy of art quality level and placement.
- Provide design concepts and location plans identifying priorities and quality level of artwork.
- Identify locations and potential for commissioned artwork and custom graphics

- Identify artists and graphic designers with an emphasis on local and regional talent.
- Provide samples of proposed artwork and graphic materials.
- Receive approval from the Developer on all elements of the artwork and graphics

**.2 Procurement, Fabrication & Production Management Phase:** Consultant shall:

- Document locations and identifications of all selections.
- Issue contracts to purchase, fabricate or commission approved artwork
- Create fabrication drawings and specifications if applicable.
- Oversee fabrication if applicable.
- Approve all samples and shop drawings.
- Monitor all procurement, fabrication and production for overall compliance with the project schedule
- Provide accounting functions to manage pay applications for artists and graphics providers.
- Obtain on the behalf of the Developer any use agreements, licenses or copyrights for the use of artwork or graphic images.

**.3 Early Occupancy Installation Phase:** Consultant shall:

- Coordinate installation schedule and personnel with Developer, Construction Manager and FF&E Contractor.
- Provide installation supervision for items being installed in this phase.
- Provide appropriate equipment, staff and supplies to properly install artwork and graphic material.
- If agreed upon, provide identification plaques or other means of identification of artwork.
- Establish issue and correct punch list items.

**.4 Installation Phase:** Consultant shall:

- Coordinate installation schedule and personnel with Developer, Construction Manager and FF&E Contractor.
- Provide installation supervision for items being installed in this phase.
- Provide appropriate equipment, staff and supplies to properly install artwork and graphic material.
- If agreed upon, provide identification plaques or other means of identification of artwork.
- Create post installation punch list items and respond to any Developer punch list items.
- Establish, issue and correct punch list items.

## **7.0 INSTRUCTIONS FOR SUBMISSION OF RESPONSE:**

- .1** It is the responsibility of Consultant responders to examine the entire RFP, seek clarification of any requirement that may not be clear, and check responses for accuracy before submitting a response.
- .2** Responses to the RFP should be bound as a single submittal and organized into sections to facilitate review in a sequence consistent with the criteria listed in Paragraph 8.0. Brevity is encouraged. Submittals should include one (1) original and seven (7) copies, addressed to the point of contact listed in paragraph 3.2, in a sealed envelope (and/or package) containing the proposing company's name and address on the outside of the package. The words "Sealed Response to the Amway Center Artwork Consultant Request for Proposals" shall be written on the package next to the proposing company's name and address.

**8.0 EACH SUBMITTAL SHOULD INCLUDE:**

- .1 COVER LETTER:** A cover letter that lists the lead contact person with contact information. The cover letter shall be submitted with an original ink signature by the person authorized to commit the entity to the information contained within the response to the RFP. Please acknowledge the receipt and dates of all addenda issued following the release of this RFP.
- .2 GENERAL INFORMATION:** Please provide the following information:
  - **Entity:** Include a description of the entity's ownership structure and list the principal shareholder(s). If the proposer is a joint venture, each firm must identify the share of participation (capital contributions, ownership in terms of shared profit/loss, MBE/WBE ownership, the authority of each joint venturer to commit or obligate the other, etc.) each entity will assume.
  - **Prior Art Consultant Experience:** Highlight at least two (2) projects, and no more than five (5) projects, where a similar role was performed by the proposer, either completed within the past ten (10) years or currently under contract with artwork installation started. Each project listed should include relevant information such as project location, project description, client, artwork budget, the date that the project was completed (or is to be completed), photographs, or other illustrations of the project, etc. We are specifically interested in what characteristic or unique aspect of the project prompted its selection to be included in this highlighted section. Any experience with an Owner Direct Purchase Program should also be included in this section.
  - **Personnel:** Provide an Organization Chart indicating how your proposed team will be organized. Provide resumes for the Project Manager and Lead Project Coordinator(s) that will be associated with the project.
  - **Project Plan:** Submit your plan for the means and methods that your firm will employ for this project. Discuss examples of how this plan resulted in previous successes.
  - **Insurance:** Provide a copy of a Certificate of Insurance with current limits of liability for commercial general liability, business automobile liability and professional liability insurance. If not disclosed in the Certificate of Insurance, include a statement as to all deductible amounts or self-insured retention amounts. This information is also required for any trucking, warehousing, or labor subcontractors to be utilized by the Consultant.
  - **Business Licenses:** Provide a statement warranting that all federal, state, and local registrations, licenses, and permits required for the operation of business conducted by the firm/entity, as would be required to undertake the scope of services contemplated by this RFP, are current.
  - **MBE/WBE:** ECDLLC requests the proposers make efforts to include minority-owned and women-owned businesses as part of their submittal. M/WBE participation is encouraged on this RFP and will be considered in the selection process. Include a narrative indicating how the entity would achieve MBE/WBE participation, if any, in the services.
  - **Proposer References:** Provide a list of at least two (2) references with contact names, phone numbers, and email addresses. The reference list should include contacts from the two (2) most recent, significant and completed (or under contract) assignments. References may be checked at the discretion of ECDLLC at any time. If negative feedback is received from a reference, ECDLLC reserves the right to withhold award.
- .3 SCOPE SPECIFIC REQUIREMENTS:** Submittal requirements that are specific to the Consultant are contained in the scope of services outlined in Section 6.0. Please review this scope in its entirety and submit all requested information accordingly.

**.4 FEE PROPOSAL:**

Provide a fee proposal for the services being provided. Architectural Floor Plans are available on CD for your reference and to help with your approach to the fee proposal. The fee proposal shall indicate the total fee proposed and include breakdown for the services being provided. An estimate of the reimbursables is to be included in the fee proposal. The fee proposal shall be for all services included in the Artwork Consultant Scope of Services outlined in Section 6.0

**.5 CONSULTANT AGREEMENT:** Attached is the form of the Artwork Consultation Services Agreement. Provide any qualifications or proposed revisions to these forms. Any qualifications or proposed revisions not noted on a separate sheet accompanying your response to this RFP shall not be considered later. **(TO BE ISSUED BY ADDENDA OR AT PRE-RESPONSE MEETING)**

**9.0 INTERVIEWS:** Interviews may be scheduled during the dates set forth in Section 5.3. ECDLLC will call to confirm an exact time slot. Interviews will be held at the Events Center Development, LLC offices, 101 South Garland Avenue, Suite 201, Orlando FL 32801. Three (3) short-list candidates will be interviewed the week of February 22, 2010, at a time to be determined.

**10.0 MISCELLANEOUS CONDITIONS:**

**.1 CONTACT WITH DECISION MAKERS:** Upon receipt of the RFP, proposing entities or members of such entities are prohibited from any unofficial contact with ECDLLC, any employees of the Orlando Magic, the Design Team or their consultants, Turner Construction Company ("Turner"), Magic Legal Counsel, the Selection Committee or any of their employees other than the Point of Contact identified in Section 3.2. Any entity who fails to comply with this requirement may be deemed ineligible for selection for this Project and may have its response eliminated from consideration. Any and all questions shall be directed to the Point of Contact.

**.2 COST OF PREPARING RESPONSES AND ATTENDING INTERVIEWS:** Respondents to this RFP and those subsequently preparing for and participating in interviews, do so at their sole expense and risk. ECDLLC will not reimburse the cost of developing, presenting, providing, or otherwise responding to the RFP, interview, or subsequent negotiations.

**.3 DEVELOPER'S RESERVED RIGHTS:**

- Subsequent to the issuance of the RFP, ECDLLC reserves the right to: i) issue amendments/modifications to the RFP; ii) request clarifications to any response by any firm/individual/organization; iii) waive any informality or irregularity; iv) negotiate modifications to responses; and/or v) reject any and all proposals, or portions thereof, received. No proposer is guaranteed the award of the Artwork Consultation Services Agreement.
- By responding to the RFP, the proposer acknowledges ECDLLC's right to undergo this selection process with no commitment that an Agreement will be offered to any responder. ECDLLC further reserves the right to negotiate the proposed compensation and terms of the Agreement, and to make recommendations to ECDLLC and its management of a recommended form of Agreement.

**.4 DEVELOPER'S RIGHT TO NEGOTIATE ANY AND ALL TERMS:** Nothing contained within the response to the RFP or stated/asked in the interview is a concurrence by ECDLLC that such item will be considered or is inclusive within the eventual Agreement entered into with the selected entity, unless such item is specifically addressed/included in the respective Agreements. The responses to the RFP serve as an indicator of items that ECDLLC may elect to include at some point, at its sole discretion, into the final Agreements.

**.5 PROPERTY RIGHTS:** All responses and materials submitted in response to this RFP shall become the property of ECDLLC.

**11.0 ATTACHMENTS: Information is subject to change.**

**A:** Amway Center – Architectural Floor Plans –Reference and Area Reference Plans on CD (Available for pick-up at Events Center Development offices, 101 S. Garland Ave., Suite 201, Orlando, FL 32801 during office hours Monday – Friday, 9AM – 6PM EST).

**END OF REQUEST FOR PROPOSALS**