

REQUEST FOR PROPOSAL
FOR A
“GREEN” DESIGN/CONSTRUCTION CHAMPION
FOR THE
NEW EVENTS CENTER
LOCATED IN
ORLANDO, FLORIDA
17-September-2007

1.0 GENERAL INFORMATION:

- .1 AGREEMENT:** The City of Orlando (the "City") approved the New Orlando Events Center Agreement on Monday, 21-May 2007, with Orlando Magic, Ltd. (the "Team") in which an affiliate of the Team, Events Center Development, LLC ("Developer"), will act as Project Developer for the design and construction of a new Orlando Events Center in downtown Orlando. Developer intends to select an entity to champion the Project's Sustainable ("Green") Design and Construction goals and commitments. This firm or individual ("Entity") will contract with Developer to perform the Services contemplated by this Request for Proposal ("RFP"). It is anticipated that the Green Champion will possess prior experience performing such services. The City will be listed as a third party beneficiary to the Agreement with Developer.
- .2 EVENTS CENTER SITE:** The Project will be developed 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, provided that the results of the engineering and environmental studies of the site verify that the Project can reasonably be constructed on the site (the "Site").

2.0 DEFINITIONS AND INTERPRETATION

- .1 RFP DEFINITIONS:** Unless otherwise defined herein, the following words and phrases will have the following meanings:
- .1 **“City”** means the City of Orlando, Florida, a municipal corporation created and existing under the laws of the State of Florida.
- .2 **“City Construction Representative”** means the representative appointed by the City to oversee its interests with respect to the Project.
- .3 **“Green Champion”** means an entity who will work with the developer to assist with the principals of Sustainable (also referred to as “Green”) Design and Construction and the corresponding certification of the project by a nationally recognized and respected organization.
- .4 **“Developer”** means Events Center Development, LLC.
- .5 **“Events 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.

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

.2 SUBMISSION INSTRUCTION DEFINITIONS:

- .1 **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.
- .2 **Should:** Indicates something that is recommended, but not mandatory. If the response fails to provide recommended information, developer may, at its sole option, ask the responder to provide the information or evaluate the response without the information.
- .3 **May:** Indicates something that is not mandatory, but permissible.

3.0 REQUEST FOR PROPOSAL (“RFP”) SPECIFICS:

- .1 **Green Champion RFP:** A complete copy of the RFP and all amendments thereto, may be obtained from the "Point of Contact" noted in Paragraph 3.2. The RFP and its amendments (pdf files) may also be posted on the Orlando Events Center website at www.OrlandoEventsCenter.com.
- .2 **POINT OF CONTACT:** Contact, address, voice/fax numbers, and email address are:

Bryan Burless
Turner Construction Company
Events Center Project Engineer
8701 Maitland Summit Blvd.
Orlando, FL 32810
Phone: (407) 916-2615, Fax: (407) 916-2792
BBurless@TCCo.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 the Point of Contact are prohibited during this RFP response period.
- .4 **AMENDMENTS:** This RFP shall be modified only by a written amendment issued by Developer. 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 Events Center will include (i) capacity of approximately 18,500 seats (including all premium seats); (ii) premium seating initially consisting of suites, loges and 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 Events 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. The FF&E budget shall include such items as are reasonably necessary to host other events, including, but not limited to: staging, portable seating, spotlights, audio systems, ice making equipment, dashboards and glass, appropriate flooring systems and crowd control equipment.

- .2 **COMPARABLE FACILITIES:** Developer 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 **MBE/WBE:** Local entities and entities that are certified MBE/WBE with the City of Orlando and/or Orange County, FL, are strongly encouraged to respond to this RFP. Responding entities agree to comply with the minority business enterprise and women business enterprise requirements of Chapter 57 of the City of Orlando Code, make good faith efforts to meet the participation goals, and cooperate with City and Developer in their local business economic development efforts. It is the responsibility of all entities, including respondents to this RFP, who are interested in contracting with Developer to read and become familiar with Chapter 57 of the City of Orlando Code (located at: www.cityoforlando.net/admin/mbe/chapter57.html). Developer will use the participation goals of 18% MBE and 6% WBE. Only entities certified/recognized by the City of Orlando or Orange County, Florida will count towards the achievement of the participation goals pursuant to a certification process acceptable to the City.
- .4 **EQUAL OPPORTUNITY EMPLOYER:** Developer 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.
- .5 **LIVING WAGE:** The entity awarded an agreement as a result of this RFP, as well as its sub-consultants (first tier only), shall pay to all of their employees providing services pursuant to an agreement with Developer, a living wage for the time spent providing services to Developer. (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 entities awarded agreements shall allow Developer to audit (at the entities' place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the agreement.

5.0 **PROPOSED PROJECT TIME TABLE:**

- .1 **REQUEST FOR PROPOSALS RESPONSES:** Response to this RFP must be submitted not later than **3:00 p.m. EST, on Wednesday, 03-October 2007** ("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 not 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 less than three (3) business days prior to the RFP Response Date may not be able to be answered prior to the submission of responses.
- .3 **GREEN CHAMPION SERVICES SELECTION:**

- .1 Issue Green Champion RFP Mon 17-Sep-07
- .2 Green Champion RFP Questions Due From Respondents Fri 28-Sep-07
- .3 Green Champion RFP Responses Due **3:00 p.m. EST Wed 03-Oct-07**
- .4 Green Champion Interviews (If Required) Mon 08-Oct-07
- .5 Green Champion Selected Fri 12-Oct-07

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

- .1 Verification of Program/Conceptual Design 31-Aug-07
- .2 Schematic Designs Complete 30-Nov-07
- .3 Design Development Complete 31-Mar-08
- .4 Construction Documents Completed 30-Sep-08

.5 CONSTRUCTION MILESTONES: (Dates Subject to Change)

- .1 Construction Start 01-Aug-08
- .2 Construction Substantially Complete 31-Aug-10
- .3 Construction Duration 25 months

.6 PROJECT MILESTONES: (Date Subject to Change)

- .1 First Event To Be Determined – in the month of Sep-2010

6.0 SCOPE OF SERVICES:

- .1 **GREEN CHAMPION BASIC SERVICES:** The Green Champion scope of services is attached as Attachment A.

7.0 INSTRUCTIONS FOR SUBMISSION OF RESPONSE:

- .1 It is the responsibility of the Green Champion 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 five (5) 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 Orlando Events Center Green Champion 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:
 - .1 **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. The Entity may be an individual.

- .2 **Prior "Green" Experience:** An Entity pursuing the Green Champion position should provide the proposing entity's prior experience with the United States Green Building Council or other similar organizations.
 - .3 **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.
 - .4 **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.
 - .5 **Proposer References:** Provide a list of at least three (3) references with contact names, phone numbers, and email addresses. The reference list should include contacts from the three (3) most recent, significant and completed (or under construction) assignments. References may be checked at the discretion of Developer at any time.
 - .6 **MBE/WBE:** As confirmation that the proposing entity will abide by the MBE/WBE requirement, and make a good faith efforts to meet the participation goals in Paragraph 4.3, include a narrative indicating how the entity would achieve MBE/WBE participation, if any, in the services. This MBE/WBE narrative should specifically address compliance with the requirements of Chapter 57 of the City of Orlando Code.
- .3 **SCOPE SPECIFIC REQUIREMENTS:** Submittal requirements that are specific to the Green Champion role are contained in the attached scope of services (Attachment A). 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. The fee proposal should indicate the total fee proposed and include supporting unit rates for the services being provided. An estimate of the reimbursables is to be included in the fee proposal.

9.0 INTERVIEWS: (Optional at the sole decision of Developer)

- .1 Interviews may be scheduled during the dates set forth in Section 5.3. Developer will call to confirm an exact time slot. Interviews will be held at the RDV Sportsplex, 8701 Maitland Summit Blvd., Orlando, FL 3281.

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 Developer, any employees of the Magic Program Manager, Turner Construction Company ("Turner"), Magic Legal Counsel, Thompson Hine LLP, 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. Developer will not reimburse the cost of developing, presenting, providing, or otherwise responding to the RFP, interview, or subsequent negotiations.
- .3 **DEVELOPER'S RESERVED RIGHTS:**

- .1 Subsequent to the issuance of the RFP, Developer 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 Green Champion Agreement.
- .2 By responding to the RFP, the proposer acknowledges Developer's right to undergo this selection process with no commitment that an Agreement will be offered to any responder. Developer further reserves the right to negotiate the proposed compensation and terms of the Agreement, and to make recommendations to Developer 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 Developer 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 Developer 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 Developer.

11.0 ATTACHMENTS:

- A: Green Champion Scope of Services dated 17-Sep-2007.

END OF REQUEST FOR PROPOSALS

**ATTACHMENT A
GREEN CHAMPION SCOPE OF SERVICES**

Green Champion Scope of Services: The scope of services shall include, but are not limited to:

A. Scope Specific Requirements:

Please include the following information as part of the response to the Green Building Champion Scope of Services:

1. **PRIOR PROJECT EXPERIENCE:** Prior experience in similar projects will be one of many evaluation criteria. Highlight at least one (1) project, and no more than five (5) projects, where a similar role was performed by the proposer, either completed within the last ten (10) years or currently under construction.

Each project listed should include relevant information such as project location, project description, client, project 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.

Detail the Green Rating System that was utilized on each project listed. Also provide the level of Certification that was initially pursued and the level of Certification that was ultimately received or is expected to be received.

2. **PERSONNEL:** Provide an Organization Chart indicating how your proposed team will be organized. Provide resumes for all key personnel that will be associated with the project.
3. **PROJECT PLAN:** Submit your plan for the means and methods that your firm will employ for this project. Discuss the Green Building Rating System that you feel would be best suited for a project of this type. Show how your knowledge of the requirements of Sustainable Design and Construction can benefit the project and help achieve the appropriate Certification by a nationally recognized and respected organization.

B. Scope of Work:

1. The Green Champion shall contract directly with the Developer and will furnish all labor, materials, equipment, etc. and perform all required work to assist the project in obtaining the "Green" certification by a nationally recognized and respected organization. This shall include, but is not limited to:
 - A. Assist the project team with the determination of the appropriate Green Building Rating System taking into consideration the specific requirements of this project.
 - B. Register the project with the selected Green Building Rating System.
 - C. Coordinate, attend and lead Green Building Design Charrettes to align the efforts of the project team with the principles of sustainable design and construction.
 - D. Maintain an up-to-date matrix of the credits that will be pursued to obtain certification by the selected Green Building Rating System and update the project team with the current status of each of these credits (including credit requirements, submittals and responsible parties) at major design milestones and at monthly coordination meetings.

- E. Receive and maintain information from various project team members that will be required for the documentation of individual Green Building credits required by the selected Green Building Rating System.
- F. Review the individual Green Building credit submissions and provide feedback to the submitting party regarding the expected outcome of each credit. Inform the submitting party and Developer within thirty (30) calendar days of each submission if the documentation is acceptable or incomplete. If a submission is incomplete, explain to the submitting party what actions will be required to make the submission acceptable.
- G. Attend design and construction meetings, no less than once a month, throughout the project to answer questions, report on progress and help solve green design/construction issues.
- H. Assemble the accumulated documentation and submit the documentation of the Green Building Credits to the organization who controls the selected Green Building Rating System. If required, facilitate the response to any questions or rejections that arise from the review(s) of the submission.
- I. Provide input to the Construction Manager at Risk (CM@R) regarding potential Green Building Credits that they will be responsible for. Specifically review submittal information that will need to be collected from subcontractors/vendors, the CM@R's Recycling Program and Indoor Air Quality Management Program during construction.

END OF ATTACHMENT A