

**REQUEST FOR PROPOSAL**  
**FOR**  
**INSURANCE BROKERAGE SERVICES**  
**FOR THE**  
**NEW EVENTS CENTER**  
**LOCATED IN**  
**ORLANDO, FLORIDA**  
**5-NOVEMBER-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 the Project Developer for the design and construction of a new Orlando Events Center in downtown Orlando (the "Project"). Developer seeks an experienced firm to provide insurance broker services to assist Developer in the evaluation and placement of a comprehensive insurance program in connection with the design and construction of the Project. The City will be listed as a third party beneficiary to the contract between the selected firm and Developer.
- .2 TEAMING:** Local firms and firms that are certified MBE/WBE with the City and/or Orange County, Florida, are strongly encouraged to respond to the Request for Proposals (the "RFP"). The responding entities to the RFP may be a single firm, a joint venture of 2 or more firms, or an association. Developer is encouraging teaming and participation of local and MBE/WBE firms prior to submission of the RFP response.
- .3 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 (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 "Developer"** means Events Center Development, LLC.
  - .4 "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.

- .5 **"Insurance Brokerage entity"** means a single firm, a joint venture of 2 or more firms, or an association to provide insurance brokerage services to assist Developer and City in the evaluation and placement of a comprehensive insurance program in connection with the design and construction of the Project.
- .6 **"Project"** means the design, development, construction, and operation of a new Orlando Events Center in Orlando, Florida.
- .7 **"Team"** means Orlando Magic, Ltd., the owner of the NBA team known as Orlando Magic.
- .2 PARTIES:** The parties to the transaction will include (as applicable) the following:
- The City of Orlando, Florida ("City")
  - Orlando Magic, Ltd., the owner of the NBA team known as the Orlando Magic ("Team")
  - Events Center Development, LLC, an affiliate of the Team formed to facilitate the design, development, financing and construction of the Events Center(the "Developer")
- .3 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 INSURANCE BROKERAGE SERVICES RFP:** A complete copy of the RFP and all amendments thereto, can 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](http://www.OrlandoEventsCenter.com). If the RFP is obtained from the website, please provide written notice to the Point of Contact in order to be sent any amendments to the RFP.
- .2 POINT OF CONTACT:** The Point of Contact address, voice/fax numbers, and email address are:
- Orlando Magic, Ltd.  
Attn: Patrick Gallagher  
Business Development and Strategy Manager  
8701 Maitland Summit Blvd.  
Orlando, FL 32810  
Phone: (407) 916-2449, Fax: (407) 916-2792  
[PGallagher@OrlandoMagic.com](mailto:PGallagher@OrlandoMagic.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 three (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 letter 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 **PROGRAM DELIVERY METHODOLOGY:** Developer will utilize a Construction Manager at Risk ("CM@R") method of project delivery, with a "phased" delivery of construction documents. The selected CM@R will be required to interact with Developer, Team, City, Design Team, Program Manager, CCR, concessionaire (when identified), and others, including representatives from lending institutions and bond firms, during the design, construction, and occupancy phases in coordinating design review, preparation of estimates, conducting value engineering sessions, and scheduling the Work to facilitate construction of the Events Center for completion no later than 31-August 2010.
- .4 **BLUEPRINT:** The Developer embrace the goals of offering business opportunities to all segments of the community, and will work 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, which is located at [www.OrlandoEventsCenter.com](http://www.OrlandoEventsCenter.com) or [www.CityOfOrlando.net/elected/venues](http://www.CityOfOrlando.net/elected/venues). Applicable portions of the Blueprint will be incorporated into the Insurance Brokerage entity's contractual agreement with the Developer.
- .5 **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](http://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.

- .6 **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.
- .7 **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 entity's 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 **RFP RESPONSES:** Response to this RFP must be submitted not later than **3:00 p.m. EST, on 4-December-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 **BROKER SERVICES SELECTION:**
  - .1 Issue Insurance Broker RFP 05-Nov-07
  - .2 RFP Responses Due 04-Dec-07
  - .3 Interviews (If Required) 13-Dec-07
  - .4 Insurance Broker Selected 14-Dec-07
- .4 **DESIGN MILESTONES: (Dates are Approximate and Subject to Change)**
  - .1 Schematic Designs Complete 30-Nov-07
  - .2 Design Development Complete 31-Mar-08
  - .3 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 September 2010

**6.0 SCOPE OF SERVICES:**

- .1 **INSURANCE BROKER BASIC SERVICES:** The Insurance Brokerage Services Scope of Services is attached as **Attachment A**.

**7.0 INSTRUCTIONS FOR SUBMISSION OF RESPONSE:**

- .1 It is the responsibility of the Insurance Broker 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 In order to be considered, the proposer submitting a response to the RFP must complete and submit the response to the Point of Contact in Section 3.2, by the response date in Section 5.1. 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 Insurance Broker 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 firms that make up the proposed Insurance Brokerage entity, how the Insurance Brokerage entity is organized (joint venture, association, other), and a statement that specifically addresses the proposer's commitment to the Project of the personnel listed in the proposer's response. Additionally, please acknowledge the receipt of, and the dates of, all addenda issued following the release of the RFP, if any.

The Cover Letter shall be submitted with an original ink signature by the person authorized to commit the Insurance Brokerage entity to the information contained within the response to the 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, the authority of each joint venturer to commit or obligate the other, etc.) each entity will assume. Describe proposer's firm in terms of size, number of employees and annual sales.
  - .2 **Prior Experience:** Provide prior experience within the City of Orlando, Orange County, and/or the State of Florida. Provide prior experience in connection with large sports facilities or public assembly facilities (convention centers, airports, similar projects) (over \$150 million).
  - .3 **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 recent large sports facility or public assembly projects (convention centers, airports, etc...) where the proposing entity provided similar insurance brokerage services. References may be checked at the discretion of Developer at any time.
  - .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 **MBE/WBE Participation:** Indicate whether the entity is a City of Orlando certified MBE or WBE firm. If not, indicate your plan for involving or teaming with MBE/WBE firms to provide the services.

- .3 **SCOPE SPECIFIC REQUIREMENTS:** Provide a plan of operation as required in **Attachment B**.
- .4 **FEE PROPOSAL:** Provide a fee proposal for the services as required in **Attachment C**.

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

- .1 Interviews for Insurance Brokerage Services proposers are scheduled for Thursday, 13-December-2007. Entities will be notified not later than Friday, 7-December-2007 regarding the time and location for their respective presentation and interview.
- .2 Interviews will last 75 minutes. The time allows for 45 minutes for presentation, and 30 minutes of questions and answers.
- .3 The purpose of the interviews is to meet your proposed project team, become familiar with key personnel, and understand the project approach and ability to meet Developer's stated objectives for this Project.

#### **10.0 PROPOSAL EVALUATIONS:**

- .1 **PROPOSAL EVALUATIONS:** Responses to the RFP will be evaluated based on the criteria contained within Section 8.0 and within Exhibits A, B, and C to this Insurance Brokerage Services RFP. The weight scale will be based on 100 available points and is as follows:
  - **25 points**  
Expertise and experience with respect to design, procurement and administration of wrap-up programs for projects of comparable size and complexity.
  - **25 points**  
Knowledge of relevant markets for all requested insurance products and demonstrated access to, and purchasing capability within, such markets.
  - **20 points**  
Commitment to MBE/WBE participation goals of Chapter 57 of the City Code and commitment to Developer's and City's local business economic development efforts.
  - **20 points**  
Financial proposal for provision of services.
  - **10 points**  
Knowledge of Orlando construction market; local administration capability and work plan for claims administration and management of subcontractor premium deducts.

#### **11.0 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 Selection Committee members, Developer, any employees of Developer's Program Manager, Turner Construction Company; Developer's Legal Counsel, Project Management Consultants LLC; City of Orlando City Construction Representative; City of Orlando Treasurer; the Executive Director or any of the employees of the Orlando Venues (The Amway Arena, Bob Carr Performing Arts Centre, Florida Citrus Bowl Stadium, Tinker Field, Leu Gardens, Mennello Museum) or any of their employees other than the Point of Contact identified in Section 3.2. Any entity or individual 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 Insurance Broker 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.

**.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.

**12.0 ATTACHMENTS:**

- A:** Insurance Broker Scope of Services (2 pages).
- B:** Additional Proposal Requirements (1 page).
- C:** Fee Proposal Requirements (1 page).
- D:** Proposed DCIP Procurement Timeline (2 pages).

**END OF REQUEST FOR PROPOSAL**

**ATTACHMENT A****INSURANCE BROKERAGE SERVICES****SCOPE OF SERVICES****A. GENERAL REQUIREMENTS:**

The selected entity shall be experienced and familiar with major construction projects and shall have full access to the relevant insurance markets as necessary to evaluate and implement a comprehensive insurance program that will cover the insurance needs of the Project (the "Developer's Insurance Program" or "Program"). The Program may include, but not be limited to: Worker's Compensation, Employer's Liability, Commercial General Liability, Excess Coverage (all of the foregoing to be secured on a wrap-up ("CIP") basis), Builder's Risk Property Insurance, Professional Liability Insurance (including Owners Protective Professional Indemnity), and such other policies and coverages as recommended by the selected entity and deemed appropriate by Developer and City. The selected entity shall also be prepared to make recommendations regarding contingent coverages, as well as the use of a partially or fully integrated risk model. Other services to be provided may include, but are not limited to: initial feasibility study to determine comparative benefits of wrap-up program; recommendations regarding the use of a Developer or Contractor Controlled Insurance Program (DCIP vs. CCIP); preparation of insurance terms and conditions and project manual; assist Developer with monitoring and retrieval of bid credits; providing reports to update status of bid credits, claims, claims resolution, and deductible exposure; preparing reports of market conditions; projections and analysis of potential insurers; assistance in resolving disputes with insurers and insured; claims management and control; and assistance to Developer's risk management office, construction manager for the Project, City and other project stakeholders in obtaining answers to technical and other questions requiring special expertise.

**B. SPECIAL REQUIREMENTS:**

The selected entity shall perform the following services and any related services as may be required:

1. Provide a detailed analysis of the benefits and disadvantages of a DCIP vs. CCIP vs. traditional insurance approach;
2. Identify and analyze all viable markets for the Developer's Insurance Program;
3. Assist in the preparation of appropriate marketing and underwriting information to be submitted to potential insurers and related service companies;
4. Arrange and be responsible for meetings between appropriate insurance underwriters or service providers and Developer's and City's risk management staff;
5. Advise Developer and City on the placement of insurance and/or related service quotations from available insurers or providers and the provision of cost projections for all viable quotes;
6. Advise Developer and City in designing the Developer's Insurance Program specifications and negotiating the most favorable rates and coverage;
7. Provide training to Developer's staff or designees on an as-needed basis concerning policy forms, reporting requirements, claims reporting and underwriting guidelines;
8. Provide safety/loss control/prevention services;
9. Provide other professional or technical services on insurance and risk management issues;

10. Provide contract auditing services to determine appropriate contract price deductions, rating and loss data, payroll reporting and compliance with loss control programs;
11. Prepare the necessary manuals and handbooks for distribution to each participant in the Developer's Insurance Program, which manuals shall: identify key parties and contact persons; detail policy information for the terms, conditions and procedures applicable to the Developer's Insurance Program coverages; establish procedures and forms for implementing the Developer's Insurance Program; set up claims handling, notification and data management systems; and contain samples of all required forms and certificates.

**END OF ATTACHMENT A**

**ATTACHMENT B****INSURANCE BROKERAGE SERVICES****ADDITIONAL CONTENTS OF THE PROPOSAL**

Proposals should include the following information:

**A. PLAN OF OPERATION FOR PROPOSED SERVICES:**

Provide a plan of operation that fully addresses how the services outlined in **Attachment A** would be provided. At a minimum, the plan of operation should provide the following information:

1. State who the firm would assign to Developer's account as account executive and primary support staff and provide resumés for these individuals;
2. Describe the firm's ability to aid Developer in controlling liability and property insurance costs and exposure over the course of the Project;
3. Describe the responsibilities of the firm's support staff and how the support staff would interact with insurers, enrolled contractors and subcontractors and Developer's contract administrator;
4. Describe any additional services that have not been outlined in this Request for Proposal that the firm offers to clients and that you believe could be of significant benefit to Developer and the Project, together with any related fees for those services;
5. Describe the firm's ability to address thoroughly the broad range of issues involving the allocation of risk and responsibility and how the firm proposes to strengthen Developer's understanding of these issues;
6. Describe the firm's contract review, payroll auditing, loss control and prevention, insurance cost projection, data management systems, project reporting and other Developer's Insurance Program administration services;
7. Describe the firm's ability to reach all primary insurers providing Program coverage; and
8. Describe any other considerations the firm believes to be important to the design, implementation, and analysis of the Developer's Insurance Program.

**END OF ATTACHMENT B**

**ATTACHMENT C****INSURANCE BROKERAGE SERVICES****FEE PROPOSAL****A. ADMINISTRATIVE FEES**

Please include your comprehensive fee for brokerage services for the duration of the Project. All profit and fees to be derived from provision of brokerage services should be included in this category. Please warrant and represent that your firm will neither charge the Project, nor request or accept from any insurance provider, any other fees, commissions, rebates, overrides on payment or other remuneration, whether direct or indirect, arising out of the provision of brokerage services for the Project. Your proposal should include the following:

1. Your proposed schedule for payment of broker's total compensation;
2. A statement as to whether any other fees or commissions are anticipated for any specialty coverage placement (if so, please specify); and
3. Your proposal for sharing in insurance cost savings and participating in insurance cost overruns.

**B. ADMINISTRATIVE FEES**

Please set forth on an itemized basis each and every administrative cost, fee or charge that you anticipate submitting for reimbursement on the Project. For each charge, please indicate the basis for the charge, anticipated timing of required payment and your estimate for the total of all such charges for the duration of the Project. Please include a separate breakout for specific items within your anticipated scope of services, including, but not limited to:

1. Program development and implementation services;
2. Risk control services;
3. Policyholder services;
4. Safety and loss control services;
5. Claims management services;
6. Provision of a risk management information system;
7. Any other general administrative services.

**END OF ATTACHMENT C**