

REQUEST FOR PROPOSAL
FOR
PROGRAM MANAGER SERVICES,
FLORIDA CITRUS BOWL (FCB) STADIUM RENOVATION

RFP13-0161



Issued By:
Procurement and Contracts Division
City Hall at One City Commons
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
(407) 246-2291
Fax (407) 246-2869
Website: <http://www.cityoforlando.net/admin/purchasing/index.htm>

Date of Issue: Wednesday, January 2, 2013
Due Date/Time for Receipt of Proposals:
Wednesday, January 16, 2013 2:00 p.m., Local Time, City of Orlando, FL

REQUEST FOR PROPOSAL INFORMATION

The Procurement and Contracts Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the Proposer to obtain solicitation and current award information prior to and after the scheduled opening date of a Request for Proposal. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a Request for Proposal. You may obtain award and other solicitation information in a variety of ways:

1. There are currently two Internet sites available to obtain RFP Selection Committee rankings, Notice of Intended Action for award and other information:

A. The City of Orlando Procurement and Contracts Division's Website:

<http://www.cityoforlando.net/admin/purchasing/solicitations.htm>

If you are interested in obtaining solicitation information, copy and paste the above link into your web browser and click on **View Current Bids**. Please remember that you must keep your registration information up to date in order to continue to receive notifications of bidding opportunities that meet your commodity code selections.

B. Direct link to eSupplier VendorLink Website:

<https://esupplier.cityoforlando.net/vendor/common/default.aspx>

You may also access the same solicitation information by visiting the City's eSupplier VendorLink website directly by copying the above link in your web browser.

2. You may visit the Procurement and Contracts Division to obtain award information, solicitation packages, addendums, and other documents. Our office is located at:

City of Orlando Procurement and Contracts Division
City Hall at One City Commons, Fourth Floor
400 South Orange Avenue
Orlando, Florida 32801

3. You may also call the Procurement and Contracts Division at (407) 246-2291, during normal business hours, to request award and other solicitation related information.

We appreciate your interest in doing business with the City Beautiful and wish you much success with your business ventures.

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REQUEST FOR PROPOSAL ENVELOPE LABEL:

Complete the label below with all appropriate information and affix it to the outside of the envelope containing your Request for Proposal submittal. This will assist in the proper processing of the submittal and avoid revealing the contents of that envelope until the official solicitation opening time and date.



PROPOSAL ENCLOSED

(To be opened by Procurement official noted below)



Respondent's Name: _____

Respondent's Address: _____

Respondent's Telephone Number:

(_____) _____

City of Orlando

Procurement and Contracts Division

Attention: Rhonda S. Ulmer, C.P.M., CPPO, FCCN,

Chief Procurement Officer

C/O Purchasing Agent: Teddi McCorkle, C.P.M. CPPB

400 S. Orange Ave., 4th Floor

Orlando, FL 32801

Solicitation No.: RFP13-0161

**Solicitation Title: Program Manager Services, Florida Citrus Bowl (FCB)
Stadium Renovation**

**Solicitation Due Date & Time: January 16, 2013 at 2:00P.M., Local Time,
City of Orlando, FL**

**REQUEST FOR PROPOSAL FOR
PROGRAM MANAGER SERVICES,
FLORIDA CITRUS BOWL (FCB) STADIUM RENOVATION**

1.0 DESCRIPTION OF PROJECT:

The City of Orlando (City or Owner) requests Proposals from interested and qualified Proposers to provide Program Manager services to the City for renovation of the Florida Citrus Bowl Stadium (Project).

The Project consists of approximately \$175 Million in renovations to the existing Florida Citrus Bowl Stadium located at 1610 West Church Street, Orlando, FL 32805.

Renovations to the stadium are expected to include (but may not be limited to) the following:

- Demolition of the lower seating bowl (metal seating deck on steel framing and cast in place stadia) including any concessions, restrooms, support areas, etc. located under the lower seating bowl.
- Demolition of the mid-level seating bowl (metal seating deck on steel framing) including concourse, stairs and ramps solely serving this level.
- Construction of new lower and mid-level seating bowls. Construction will likely be concrete structure frame with pre-cast seating treads and risers.
- Construction of new club level on each of the sidelines (not in the end zones).
- Build-out of new concourses, concessions, restrooms, kitchens, locker rooms and supporting areas for the new seating bowls.
- Build-out of the new club spaces on the club level.
- Waterproofing to the upper seating bowl.
- Technology enhancements including new video displays.
- Exterior façade enhancements.
- Infrastructure and new site development.

The Program Manager services will be procured and contracted by the City of Orlando as a member of the City's team of consultants. The City of Orlando (Owner) has selected SC Advisors, LLC to serve as Advisor for this Project and on behalf of the City, the Advisor is expected to oversee and assist in managing the scope of services provided by the Program Manager. Refer to Owner's Team Organization Chart in Section 6 Scope of Services.

HNTB Corporation has been selected for Design Services. The Construction Manager has not yet been selected. However, the selected Program Manager cannot serve as the Construction Manager or be contracted by the Construction Manager. The Project is expected to achieve LEED certification.

The Project is in the program development/ early design phase. It is expected that this phase will progress into schematic design documents in February 2013. The Construction Phase of

the Project is estimated to begin in August/ September of 2013 with substantial completion in December 2014.

2.0 **BACKGROUND AND STATISTICAL INFORMATION:**

The City of Orlando is a 111.2 square mile area that covers a total of 71,140 acres. With its central location in the region and the State, Orlando is easily accessible from Interstate 4, Florida Turnpike, East/West Expressway and the Beach line Expressway.

The Mission of the City of Orlando is to enhance the quality of life in the City by delivering public services in a knowledgeable, responsive and financially responsible manner.

3.0 **TERM OF CONTRACT:**

It is the intent of the City to award a Contract for a two (2) year term to begin upon approval and execution by the City. The Contract may, by mutual assent of the parties, be extended for one (1) additional twelve (12) month period or portions thereof, up to a cumulative total of three (3) years.

4.0 **PROPOSAL SCHEDULE:**

The following is the scheduled calendar of events with important dates and times. Dates are subject to change by the Chief Procurement Officer (“CPO”) of the Procurement and Contracts Division or designee, at their sole discretion. If the Procurement and Contracts Division determines that it is necessary to change these dates/times prior to the Proposal due date, the change will be announced via an addendum.

Action:	Date:
RFP Released	Wednesday, January 2, 2013
Pre-Proposal Conference	Wednesday, January 9, 2013 @ 1:00 p.m., Local Time, Orlando City Hall
Cut-off date for Questions by Respondents	Thursday, January 10, 2013 by noon, Local Time
Proposal Due Date and Time	January 16, 2013 @ 2:00 p.m., Local Time
Oral Presentations, if required	Tentative Date: January 25, 2013
Review and Evaluation of Proposals	January 2013

5.0 **MANDATORY MINIMUM QUALIFICATIONS:**

The following mandatory minimum qualifications have been established. Subject to the City’s right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

5.1 The Proposer must have performed Program Manager, Construction Manager or Owner’s Representative services on at least two (2) stadium or arena construction or renovation projects each with a total project cost of at least \$100 million.

6.0 SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS:

The scope of services anticipated to be provided by the selected Proposer (“Contractor”) may include but are not limited to the following services. Such Proposer may be required to:

A. **Planning & Design Phase:**

- 1) Assist with the procurement of Construction Manager (CM).
- 2) Assist in finalizing the Construction Manager agreement.
- 3) Procure, contract and manage or assist the City in procuring and managing the Owner’s specialty consultants (possibly Americans with Disabilities Act, foodservice, retail, telecom, audio visual, permit expeditor, LEED and others deemed necessary by the Owner/ Advisor).
- 4) Assist in developing summary level Project Schedule to include:
 - a. Design Delivery Schedule.
 - b. Procurement of consultants, testing agencies, etc.
 - c. Summary of construction schedule including milestones.
 - d. Estimated cash flow.
- 5) Provide general Design input to include:
 - a. Programming, space allocations and general adjacency requirements.
 - b. Construction means/ methods.
 - c. Structural system efficiency.
 - d. Construction material selections.
 - e. General square footage take-offs and analysis.
- 6) Provide full estimating services at the schematic design phase.
- 7) Attend weekly coordination meetings.
- 8) Attend public forum and community meetings as requested by the Owner/ Advisor.
- 9) Confirm estimates at the design development phase.
- 10) Review of Project specifications with emphasis on material selections, product life-cycle expectations, budget impacts, construction phasing & sequencing, coordination issues, etc.
- 11) Review and provide recommendations for building systems not limited to Building Management System (BMS), lighting control, A/V Systems, etc.
- 12) Facilitate design coordination with local authorities to ensure compliance and timely drawing/ permit approvals.
- 13) Assist in procuring and managing testing and inspection agencies including (but not necessarily limited to) material testing & inspections, Owner’s surveyors, geotechnical testing, environmental testing/assessment/remediation and threshold inspector.
- 14) Assist in any value engineering efforts.
- 15) Assist in site/ building tours throughout the construction phase.
- 16) Assist in preparing monthly project reports.

B. **Pre-Construction/ Construction Phase**

- 1) Coordinate with CM for finalization of the initial guaranteed maximum price (GMP)/ final GMP estimates.

- 2) Confirm that the GMP is coordinated with the project program.
- 3) Assist in coordination of public infrastructure and adjacent site improvements.
- 4) Review required planning and zoning applications to obtain for necessary approvals.
- 5) Oversee and coordinate the CM's buyout process including:
 - a. Review of Bid Packages.
 - b. Pre-bid meetings.
 - c. Bid analysis and recommendation to Owner/ Advisor.
- 6) Provide detailed cost management system including the following:
 - a. Implementation of GMP into cost tracking system.
 - b. Tracking of buyout from GMP budgets.
 - c. Tracking of Owner Allowances in the GMP.
 - d. Review of CM potential change order log/ analysis of exposure to the Owner/ Advisor.
 - e. Review and provide recommendations to the Owner/ Advisor for all charge order requests submitted (for entitlement and costs submitted).
 - f. Review of monthly pay applications from CM.
 - g. Review of all contracted consultant invoices including recommendation for approval and payment.
 - h. Track Owner's contingency and provide projections for potential uses.
- 7) Document Control
 - a. Maintain a full set of posted construction documents.
 - b. Oversee RFI/ Submittal Process to ensure responses are in a timely manner.
 - c. Develop a filing system for the Project.
- 8) Quality Control
 - a. Provide site representation solely responsible for quality assurance/ quality control (QA/QC).
 - b. QA/QC shall include coordination of all testing agencies including review of reports and tracking of non-conformance issues.
 - c. Database shall be initiated and maintained to track all QA/QC issues.
 - d. Ensure that all QA/QC issues are addressed in a timely manner (without future construction impacting potential solutions).
 - e. Manage the equipment commissioning process and ensure compliance with the Project specifications (including testing & balancing).
- 9) Manage all open Permit issues/coordinate with expeditor to resolve.
- 10) Assist in procuring and managing the following Owner contracted contractors:
 - a. Develop and manage bid packages for the following construction
 - i. Video Displays
 - ii. Video Replay (If not provided for events via video trucks)
 - iii. Food Service Equipment
 - b. Manage these packages through Procurement, Coordination, Pre-Con, Construction and close-out phases.
- 11) Design Review
 - a. Assist the Owner/ Advisor in all design revisions throughout the construction phase and make recommendation for alternate solutions

C. Opening/ Close-Out Phase

- 1) Punch list Efforts
 - a. Coordinate the punch list with A/E and CM.
 - b. Oversee development and progress of the Project punch list to completion.
 - c. PM representative may be asked to review punch list items and provide recommendations to the Advisor.
- 2) Facility Opening Action Items
 - a. Ensure that an operations task force is in place by the CM for all events up to the January 1, 2015 Bowl Game.
 - b. Develop and maintain an action item list based on Owner's use of the facilities in the "soft openings".
 - c. Provide assistance in the transition from the CM's forces to the operator with regard to operations of equipment, systems, etc.

D. Proposed Project Staff and Responsibilities to be provided by the Program Manager:

- 1) Project Manager
 - a. It is assumed that the Project Manager will need to come on board around March 2013.
 - b. Oversee/ ensure all requirements of the Program Manager are being met.
 - c. Coordinate all estimate efforts that will be performed by the Program Manager.
 - d. Assist in program development/ value engineering to the Project budget.
 - e. Procure, contract and manage or assist the City in procuring and managing the Owner's specialty consultants (As noted in A.3).
 - f. Assist in the development of the bid packages and manage the Owner contracted contractors (As noted in B.10).
 - g. Review and negotiate all CM change orders and provide recommendation to the Advisor for approval.
 - h. Review monthly pay applications and provide recommendations to the Owner.
 - i. Attend weekly team meetings.
 - j. Assist in review of proposed changes for impact to the Project.
 - k. Assist in preparing the monthly project reports.
- 2) Cost Manager
 - a. The Cost Manager will likely be needed to assist in tracking the overall construction budget and estimates around the same time as the Project Manager.
 - b. Assist in developing the overall Project budget structure
 - c. Coordinate and budget transactions with the Advisor's team (buyout, budget revisions, etc.).
 - d. Maintain a cost management system for tracking all potential added costs to the Project (including dates of initiation, design issued, Authorization to proceed, etc.).

- e. Review monthly pay applications for accuracy (ensuring that change orders being billed for are approved).
 - f. Provide a weekly report/ update identifying all changes to potential cost items to the Advisor.
 - g. Coordinate the owner direct purchase program for the Owner contracted contractors.
- 3) QA/ QC Manager
- a. The QA/ QC Manager will need to be familiar with the scope of the projects (drawings, specs, materials selected, etc.) prior to Construction and would likely need to be on-site in June '13
 - b. Continuous monitoring of construction activities to ensure that the requirements plans and specifications are being met
 - c. Develop a system for tracking of all QA/ QC issues
 - d. Manage the Owner Contracted Surveyor and Testing & Inspection Agencies (as noted in A.13) and Commissioning Agent, if applicable
 - e. Track QA/QC issues and coordinate resolution with A/E, CM, Testing Agencies, etc.
 - f. Develop and manage the Punch list process
 - g. Manage the Task Force required for the first few events
- 4) Project Engineer
- a. On-site no later than the beginning of Construction
 - b. Assist the QA/QC Manager with the development and tracking of the QA/QC Plan
 - c. Input all Potential Cost Items as coordinated with the Cost Manager
 - d. Maintain a complete set of Construction Documents (posted plans, specifications, etc.)
- 5) Project Assistant
- a. Assist the Owner's Team, including both the Advisor team and Program Manager.

The above staff positions are anticipated to be used on the Project, however, the City reserve the right to not utilize all positions on the Project or to utilize additional positions.

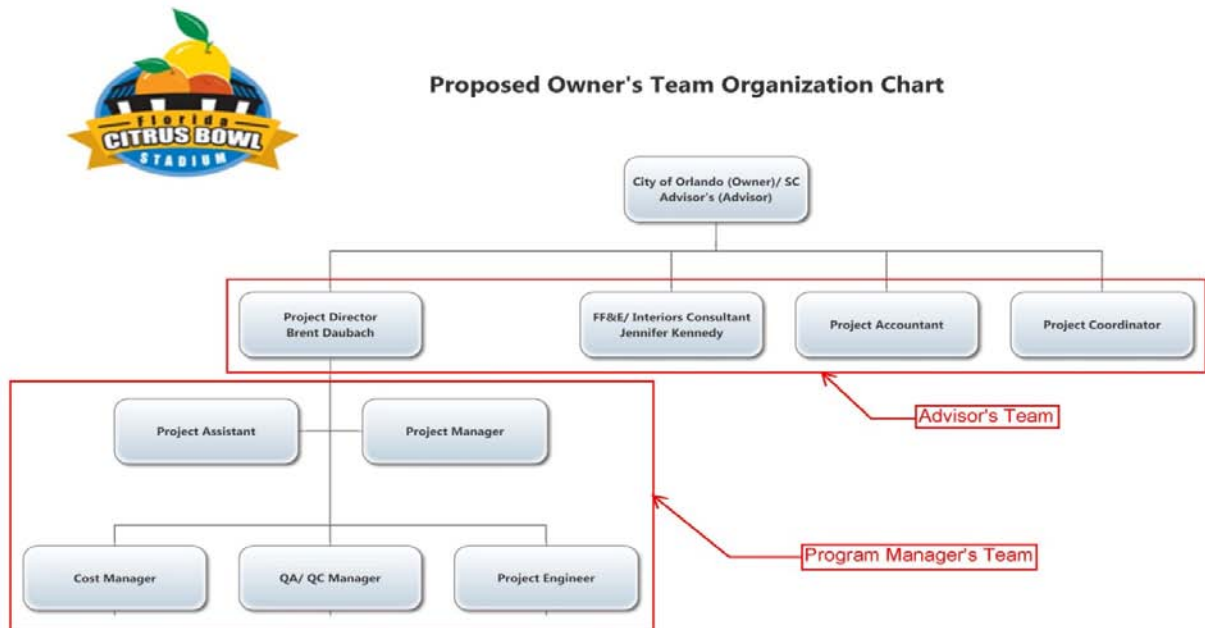


Figure 1: Proposed Owner's Team Organization Chart

7.0 PRE-PROPOSAL CONFERENCE:

7.1 Date

A **Non-Mandatory** Pre-Proposal Conference will be held at **Orlando City Hall at One City Commons, 400 South Orange Avenue, 9th Floor, Overlook Room, Orlando, Florida on January 9, 2013 at 1:00 p.m., Local Time, City of Orlando, FL.**

7.2 Purpose

The Pre-Proposal conference is intended to provide prospective Proposer(s) the opportunity to ask questions or receive clarification from City representatives of any requirements of this Request for Proposal. Representatives from the Procurement and Contracts Division and a technical representative from the using department will be present to discuss the project and answer questions.

7.3 Oral Interpretations and Addenda

All interpretations and clarifications related to the Request for Proposal, or supplemental instructions will be in the form of a written addendum from the Procurement and Contracts Division. No oral interpretations or clarifications from City staff or by other means will be considered binding unless issued in writing.

7.4 Clarification of Requirements

To facilitate the clarification of requirements, it is strongly recommended that Proposer(s) submit all questions in writing, at least three (3) days prior to the pre-Proposal conference. Please complete the attached "Pre-Proposal Conference Attendance Notification Form", Attachment "A", include questions, Attachment "F", if any, and return via fax to:

Teddi McCorkle, C.P.M., CPPB, Sr. Contract Administrator
City of Orlando
Procurement and Contracts Division
City Hall at One City Commons
400 S. Orange Avenue, Fourth Floor
Orlando, Florida 32801
Telephone: (407) 246-2332
Fax: (407) 246-2869
Email: Teddi.McCorkle@cityoforlando.net

8.0 PROPOSAL DUE DATE AND TIME:

8.1 Proposal Due Date

Sealed Proposals must be received at the Procurement and Contracts Division, not later than at **2:00 p.m., Local Time, City of Orlando, FL, on January 16, 2013**. Proposals received after this date and time, will not be considered.

8.2 Public Opening

Proposals will be publicly opened and announced in the Procurement and Contracts Division on the due date and time as specified herein. The Proposer's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Proposal opening.

8.3 Public Record

Proposals received in response to this Request for Proposal are exempt from disclosure under the provisions of the Public Records Law until such time as an award decision has been made known or until thirty (30) days after the Proposal opening, whichever is earlier.

9.0 PROPOSAL PREPARATION AND FORMAT:

9.1 Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposal document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected. To help facilitate the review process, properly label each section or tab to correspond with your submittal information.

9.2 Proposal Reproduction

Please submit an original and ten (10) total copies of the Proposal package as follows:

One (1) unbound clearly marked original and nine (9) bound exact copies and an additional complete copy in electronic format, e.g. single CD-ROM or memory stick containing the submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

9.3 Incurred Expenses

The City is not responsible for any expenses which Proposers may incur in preparing and submitting Proposals including presentations and any other expenses called for in this Request for Proposal.

9.4 Proprietary Information

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposal and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A generic notation that information is “confidential” is not sufficient. Failure to provide the Procurement and Contracts Division Office with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

B. All Proposals received from Proposers in response to this Request for Proposal will become the property of the City of Orlando and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

10.0 REQUIRED PROPOSAL SUBMITTALS:

Outline Format for Response

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is requested that Proposals be organized in the manner as specified.

A. Title Page

Provide the name of Proposer's firm, address, e-mail address, telephone number, name of contact person, date, and the subject: **RFP13-0161, PROGRAM MANAGER SERVICES, FLORIDA CITRUS BOWL (FCB) STADIUM RENOVATION.**

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Letter of Transmittal

1. Limit to two (2) pages.
2. Briefly state the Proposer's understanding of the services to be provided and make a positive commitment to perform the work.
3. Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

D. Mandatory Minimum Qualification Documentation

Provide documentation as necessary for the City to verify that the mandatory minimum qualifications in Section 5 have been met. Documentation must be clear and specific.

E. Proposer's Certification

By submitting a Proposal, the Proposer certifies that the Proposer has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

Each Proposer shall complete the "Proposer's Certification Form", included with this Request for Proposal as Attachment "B", and submit the form with their Proposal. The failure of a Proposer to submit this document will be cause for rejection of the Proposal.

F. General Business Information

Proposals shall provide:

1. Legal Name of Proposer, the address of Proposer's principal place of business, phone number, fax number, name of principal in charge and email address.
2. Name(s) of person(s) to be contacted for information or services if different from name of principal in charge.
3. Business Form - State if Proposer's business is local, national, or international and indicate the business's legal status (corporation, partnership, etc.) Provide the date the Proposer was organized or incorporated and state of incorporation. If the Proposer is a joint venture, please list the partners and the date such joint venture was formed.
4. Indicate whether the Proposer's business is a parent or subsidiary in a group of firms/agencies.
5. Provide the location of the office from which the work is to be performed and the number of professional staff employed at the office.
6. State if the Proposer's business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

G. Proposer's Experience

Proposers must provide the following information:

1. Proposers shall submit a verifiable statement of the Proposer's experience of the following:
 - a. Summary of the Proposer's firm including total years of experience, average annual construction dollars in place, number of employees, office locations, and total sports venues participated in that exceed \$100 million and total renovations that exceed \$100 million
 - b. Construction experience with a role as Owner's Representative, Program Manager or Construction Manager on construction of Sports Venues in excess of \$100 million in the last ten (ten) years including summary of firm's services provided (including any additional services) and scope of the project including project specifics (Total square footage, levels of construction, number of seats/ suites, etc.)
 - c. Construction experience with a role as Owner's Representative, Program Manager or Construction Manager on renovations of Sports Venues in excess of \$100 million in the last ten (ten) years including summary of firm's services provided (including any additional services) and scope of the project including project specifics (Total square footage, levels of construction, number of seats/ suites, etc.)
 - d. Construction experience with a role as Owner's Representative, Program Manager or Construction Manager on LEED Certified or anticipated to be LEED Certified projects in excess of \$100 million in the last ten (ten) years including summary of firm's services provided (including any additional services) and scope of the project including project specifics (Total square footage, levels of construction, number of seats/ suites, etc.)

The statement of experience should be supported by the references listed as Attachment "D", which shall be completed and submitted by the Proposer with its Proposal.

2. Lost Business

Provide a list of all contracts in which your firm was terminated for cause.

3. Financial Stability

Proposers must provide the following information. The City reserves the right to utilize Dun and Bradstreet or other financial reporting companies' financial reports for evaluation purposes or to request credit references in its review process.

- a. Bankruptcies - The Proposer shall state if they are involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

H. Staff Experience

The Proposer shall submit a statement of experience and resumes of the Project Executive and the proposed staff (including personnel to fill the five (5) positions outlined in Section 6.D) who will be assigned to the Project, including the following:

1. Education
2. Years/ Summary of Experience
3. Accreditations
4. List of sports venues including general summary of the scope of the project and responsibilities on the project.

J. Blueprint and Minority/Women-Owned Enterprise Participation in Subcontracts –

Proposer shall provide the required Blueprint and Minority/Women-Owned Enterprise Participation form as attached to this RFP as Attachment “E”.

K. Project Strategies

Provide Proposer’s approach for the following:

1. Buyout of Owner’s Direct Contractors including sample buyout scope
2. Quality Assurance/Quality Control (QA/QC) management including proposed QA/QC tracking system and sample
3. Cost Management including proposed cost tracking system and sample reports.

L. Available Additional Services

Provide a description of available additional services, including but not limited to: estimating services; MEP/Technology/ A/V specialists; claims mitigation; and other available services Proposer believes beneficial to Owner.

M. Price Proposal

Complete and submit the following form:

Proposer’s rates shall be submitted on the “Price Proposal Form” in the format provided. Complete, and return with the Proposal, the Price Proposal Form included as Attachment “G”.

11.0 DELIVERY OF PROPOSALS:

- 11.1 If submitted by mail, the Proposal submittal shall be enclosed in a sealed envelope addressed to the Chief Procurement Officer, at the address listed below. Proposals submitted by mail must be received in the office of the Procurement and Contracts Division by the time specified herein for the opening thereof.

Please be advised that United States Postal Service (USPS) Express and Priority service classes, are delivered to the City once daily. Accordingly, in order for a submission to be received by the office of the Procurement and Contracts Division when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Procurement and Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's call-box for pick-up and will not be delivered to or received by the Procurement and Contracts Division until the next business day.

When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received in the office of the Procurement and Contracts Division by the due date and time. **The City shall not be responsible for delays caused by any occurrence.**

All Proposals shall be mailed or delivered to the office of the Procurement and Contracts Division at the address listed below. Sealed Proposals are to be addressed as follows:

City of Orlando
Procurement and Contracts Division
Attention: Rhonda S. Ulmer, C.P.M., CPPO, FCCN, Chief Procurement Officer
c/o Purchasing Agent: Teddi McCorkle, C.P.M., CPPB
400 S. Orange Avenue, 4th Floor
Orlando, FL 32801
RFP13-0161 Program Manager Services, Florida Citrus Bowl (FCB) Stadium Renovation

11.2 Proposal Binding

All Proposals submitted shall be binding for one hundred eighty (180) calendar days following opening.

11.3 Late Proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the Proposals to the location designated for receipt of Proposals.

12.0 CONFORMANCE TO SOLICITATION

All Proposals submitted shall meet and conform to all material, mandatory requirements set forth in this RFP, provided that nothing herein shall be deemed to limit the City's ability to waive minor irregularities without notice or the need to issue a written addendum.

If a Proposer desires to submit a Proposal which, if selected by the City, would require the City to waive, alter or omit a material, mandatory requirement set forth in this RFP, the Proposer must first submit a request to the City asking the City to amend the requirements of this RFP in

the same manner provided for the submission of written questions by Proposers provided in the section of this RFP entitled “Questions Regarding Solicitation or Proposal Process.” If the City, in its discretion, agrees to amend, alter, or waive the requirement, the City shall issue notice to all prospective Proposers of the change in the form of a written addendum.

Any request to waive, alter, or amend a mandatory requirement of the RFP should be in the form of a written question that can be answered in an Addendum issued to all prospective Proposers. Please note, the City is not asking the Proposer to send in their Proposals prior to the submission date, but merely to request a waiver or amendment to a mandatory requirement necessary to allow submission of the intended Proposal.

13.0 EVALUATION CRITERIA:

An Advisory Committee will be established to review all responsive Proposals. Proposers submitting Proposals deemed to be reasonably acceptable to be selected will be evaluated using the evaluation criteria set forth herein. The information that will be considered for each criteria is as follows:

- A. Proposers Experience - This criteria will include, but will not be limited to, evaluation of Proposer’s general statement of experience, lost business, reference responses, and financial stability.
- B. Staff Experience – This criteria will include, but will not be limited to, evaluation of the statement of experience and resumes of the Project Executive and the proposed staff who will be assigned to the Project.
- C. Blueprint and Minority/Women Owned Business Enterprise - This criteria will include evaluation of the information submitted in response to Attachment “E.”
- D. Project Strategies – This criteria will include evaluation of Proposer’s Project Strategies.
- E. Available Additional Services – This criteria will include evaluation of available additional services.
- F. Price Proposal - This criterion will include evaluation of the pricing information submitted in Attachment “G.”

EVALUATION CRITERIA	
CATEGORY	POINTS
Proposer’s Experience	35
Staff Experience	25
Blueprint and Minority/Women Owned Business Enterprise – The degree of participation by City certified or recognized M/WBE in subcontracts	5
Project Strategies	15
Available Additional Services	15
Price Proposal	5
TOTAL:	100

14.0 PROPOSAL ADVISORY COMMITTEE AND EVALUATION PROCESS:

14.1 Initial Review of Responses

The Procurement and Contracts Division will perform an initial review of all Proposal submittals for preliminary qualification and documentation compliance. This review process may include, but is not limited to, forms verification, professional licensing, references, past performance, and other relevant criteria.

14.2 Advisory Committee

An Advisory Committee (hereinafter referred to as “the Committee”) consisting of at least five (5) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal. The Committee may utilize City staff and/or consultants who are not members to advise and assist the Committee in its review of the Proposals.

14.3 Presentations

The Committee reserves the right to require oral presentations from and conduct pre-award discussion and/or pre-Contract negotiations with any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The City will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

14.4 Optional Discussion

At the discretion and in the best interest of the City, the City may conduct discussions with Proposers or seek revision of Proposals from Proposers deemed to be responsible and reasonably acceptable to be selected. Such Proposers will be accorded fair and equal treatment with respect to discussion and revision of the Proposals. Revisions may be permitted after submission of Proposal and prior to award of a Contract for the purpose of obtaining best and final offers.

14.5 Award Without Presentations

The City may evaluate and award a Contract based on responses to this Request for Proposal without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.

14.6 Ranking

The Committee will evaluate and rank the Proposers as set forth in the preceding section entitled “Evaluation Criteria” and submit the proposed rank order to the Chief Procurement Officer after the conclusion of scheduled presentations, if any. Upon approval of the ranking by the Chief Procurement Officer, the Chief Procurement Officer shall post a notice of intended action. The notice of intended action may be obtained by the Proposers as set forth in the section of this RFP titled “Request for

Proposal Information.”

14.7 Authority to Award

Contracts shall be awarded in accordance with the provisions of the City’s Procurement Code, Chapter 7 of the City of Orlando’s Code of Ordinances. Award of contracts in excess of One Hundred Thousand Dollars (\$100,000) shall be subject to City Council approval.

14.8 Reserved Rights

The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to readvertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP. The City does not guarantee the award of any Contract as a result of this solicitation process.

GENERAL TERMS AND CONDITIONS

15.0 QUESTIONS REGARDING THE SOLICITATION OR PROPOSAL PROCESS:

To ensure fair consideration for all Proposers, the City prohibits communication to or with any officer, elected official (**including the Mayor and City Council**), department, division, office or employee of the City, and any Advisory Committee members during the solicitation process from the date of issuance of the RFP through award, except as provided below.

All communications relating to this RFP between Proposer (or anyone on Proposer’s behalf) and the City must be made through the Procurement and Contracts Division. Any communications in violation of this provision may be grounds for disqualifying the offending Proposer from consideration for award of the Proposal and/or any future Proposal.

Any questions relative to interpretation of the solicitation or the Proposal process shall be addressed in writing as indicated below. Questions must be received by the Procurement and Contracts Division on or before the cut-off date for questions as specified in the Proposal Schedule. Questions received after the cut-off date as specified in the Proposal Schedule will not be considered.

Any interpretation made to prospective Proposers will be expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all prospective Proposers no later than five (5) days prior to the date set for receipt of Proposals. Oral answers will not be authoritative.

It will be the responsibility of the Proposer to contact the Procurement and Contracts Division prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the Proposal. Direct all inquiries to:

Teddi McCorkle, C.P.M., CPPB, Sr. Contract Administrator
City of Orlando
Procurement and Contracts Division
City Hall at One City Commons
400 S. Orange Avenue, Fourth Floor
Orlando, Florida 32801
Telephone: (407) 246-2332
Fax: (407) 246-2869
Email: Teddi.McCorkle@cityoforlando.net

16.0 ADDITIONAL INFORMATION:

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City.

This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. Moreover, the City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not be limited to, a background investigation conducted by the Orlando Police Department.

17.0 ADDENDUM TO REQUEST FOR PROPOSAL:

If it becomes necessary to revise or amend any part of this Request for Proposal before the Proposal due date, the Chief Procurement Officer will furnish the revision by written Addendum. The Addendum Receipt Verification form included with this Request for Proposal in Attachment "C" shall be completed and submitted with your Proposal.

18.0 APPLICABLE LAW AND APPEALS:

This Request for Proposal is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online under **Title II City Code, Chapter 7** at: <http://library.municode.com/index.aspx?clientId=13349> or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

19.0 CONTRACT:

Upon approval of ranking of the Proposals by City Council, the City anticipates entering into good faith negotiations with the top ranked Proposer for a contract to perform the activities set forth herein. If negotiations with the top ranked Proposer are unsuccessful as determined by the City in its sole discretion, the City shall have the right, but not the obligation, to commence negotiations with the remaining Proposers in rank order until a Contract is reached with a Proposer. The City does not guarantee that the City and any Proposer will be able to come to terms on a Contract and all such negotiations shall be at the Proposer's risk and expense.

20.0 EXECUTION OF CONTRACT:

Unless such time is extended by the City, the successful Proposer shall, within thirty (30) calendar days after Notice of Award is issued by the City of Orlando, Procurement and Contracts Division, sign and enter into a Contract with the City, and simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

21.0 RECORDS RETENTION AND AUDIT:

The Contractor shall maintain, and shall require by written agreement the subcontractors at all tiers to maintain, all information, materials and data of every kind and character related to the Project and this Agreement, including records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, reports, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters reasonably requested by the City, the County, the Agency or the Orange County Comptroller (the "Comptroller") pertaining to any matters, rights, duties or obligations under or covered by any contract document related to the Project or this Agreement to which such entity is a party (together, "Records and Reports"). For the purposes of this provision, each entity obligated to maintain Records and Reports as provided herein is referred to as a "Reporting Person". Such Records and Reports shall include, with respect to each Reporting Person: hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; change order files (including pricing data used to price change order proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; and other evidence according to GAAP procedures and practices which sufficiently and properly reflect all costs and expenditures of any nature incurred by the City, Agency or any person operating the Project, in connection with this Agreement or the Project. All Records and Reports shall be retained by each Reporting Person for a period of five (5) full years from the date of transmission by the City to the Comptroller of a report itemizing in detail expenditures related to the Project as required by Section 9.3.4 of the Interlocal Agreement (hereafter "Interlocal Agreement") between the City, Agency and Orange County, Florida. If any litigation, claim or audit is commenced prior to the expiration of the foregoing five (5) year period, the affected or related Records and Reports shall be maintained by the Reporting Party until all litigation, claims or audit findings involving the Records and Reports have been resolved.

The City, Agency, the County and, pursuant to Section 9.4 of the Interlocal Agreement, the Comptroller (or his or her designee)(the aforesaid agencies collectively hereafter "Governmental Authority"), shall have full access in a timely manner during regular business hours, for inspection, review and audit, to all Records and Reports for purposes of reviewing compliance with the Interlocal Agreement and this Agreement. Such Records and Reports shall be made available at the Reporting Person's local place of business or at another local location upon reasonable notice to the requesting Governmental Authority. The direct cost of copying any Records and Reports, excluding any overhead costs, shall be at the expense of the

Governmental Authority requesting such Records and Reports. The requesting Governmental Authority shall have reasonable access to the Reporting Person's facilities, shall be allowed to interview all current and former employees of the Reporting Person to discuss matters pertinent to the performance of the Agreement or subcontract, as applicable, and shall have adequate and appropriate work space in order to conduct audits in accordance with Section 9.4 of the Interlocal Agreement. Records and Reports subject to audit shall also include (1) those records and documents necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement, and (2) any other records of the Reporting Person which may have a bearing on matters related to this Agreement or the Reporting Person's dealings with the City to the extent necessary to adequately permit evaluation and verification of: (i) compliance with contract requirements of this Agreement; (ii) compliance with provisions of this Agreement for pricing change orders; (iii) compliance with provisions of this Agreement for pricing applications for payment; (iv) compliance with provisions of this Agreement regarding pricing of claims submitted by the Contractor or the subcontractors at all tiers or their payees; or (v) compliance with applicable laws or ordinances.

In those situations where records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), the requesting Governmental Authority's representatives shall be provided with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats. Should any audit or inspection by the City, Agency, the County or the Comptroller disclose overpricing or overcharges (of any nature) to the City in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the audit shall be reimbursed to the auditing entity by the Person committing such overcharges. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Reporting Person's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the auditing Governmental Authority's findings to the Reporting Person.

Contractor shall include written provisions in its subcontracts, and shall require the subcontractors to include written provisions in all of their subcontracts at all tiers, mandating compliance and timely cooperation with the record retention and audit provisions set forth above.

22.0 FISCAL YEAR FUNDING APPROPRIATION:

22.1 Specified Period

Unless otherwise provided by law, a Contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided funds are available for the first fiscal period at the time of Contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefore.

22.2 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services

delivered under the Contract or otherwise recoverable.

23.0 PUBLIC ENTITY CRIMES:

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or a public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

24.0 PROMPT PAYMENT ACT:

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

25.0 INVOICES:

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida, 32802-4990.

For purposes of billing submission and payment procedures, a "proper invoice" by a Contract or, consultant or other invoicing party shall conform to the following process:

- A. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- B. the amount due, applicable discount(s), and the terms thereof;
- C. the full name of the vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- D. the Purchase Order or Contract number as supplied by the City;
- E. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided; and
- F. In order to be considered as a proper invoice, it must be based on (a) a proper delivery, (b) installation, or (c) provision of the goods and/or services acceptance by the City; and the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the Contract's terms and conditions and is not in default of any of them.

26.0 DISPUTE RESOLUTION:

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

27.0 PROPOSER'S GUARANTEE:

By submitting a Proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

28.0 INSURANCE / PERFORMANCE BONDS:

Insurance and/or Performance Bond coverage required by the Contract or terms and conditions as set forth in this Request for Proposal, if any, must be in force throughout the term of the Contract ("Contract Term").

Should a Contractor fail to provide acceptable evidence of current insurance and/or a Performance Bond within seven (7) days prior to the expiration date of an insurance policy or bond at any time during the Contract term, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor.

The Contractor shall be liable for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at the time of termination.

It is highly recommended that proposers confer with their respective insurance carriers or brokers to determine, in advance of their proposal submission, the availability and cost of the required insurance, related endorsements, and bonds.

29.0 FLORIDA SALES TAX:

The City is a governmental agency and a political subdivision under Florida law. Purchases by the City under this Contract are exempt from Florida sales tax: The City's tax exempt number is 85-8015427957C-9. No purchase made by any entity is qualified to be exempt other than those made directly by the City.

The City's sales tax exemption does not apply to goods and services purchased separately by a Contractor in connection with its fulfillment of its Contract obligations. The Contractor shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the Contract work.

30.0 DRUG-FREE WORKPLACE CERTIFICATION:

By submitting a Proposal in response to this Request for Proposal, the Proposer is certifying that their company is a drug-free workplace in accordance with Florida Statute §287.087.

31.0 AMERICANS WITH DISABILITIES ACT:

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, P.O. Box 4990, Florida 32802-4990, telephone (407) 246-2291, not later than two (2) days prior to the date on which the accommodation is requested.

32.0 RECIPROCAL LOCAL PREFERENCE:

In the event the most responsive and responsible response to any Request for Proposal is by a Proposer whose principal place of business is in a city, county or state which grants a preference for the procurement of such goods or services to a vendor whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible Proposer having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the most responsive and responsible vendor has its principal place of business.

33.0 FOREIGN CORPORATION:

In accordance with F.S. 607.1501, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Orlando.

34.0 SUBCONTRACTORS:

The Proposer shall perform all of its obligations and functions under the Contract by means of its own employees, or by a duly qualified sub-contractor, which is approved in advance by the City. In the event a subcontractor is employed, the Proposer shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

35.0 PURCHASING CARD PROGRAM:

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, the Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system.

As one of the City of Orlando's valued suppliers, your business can also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program are:

- Reduction of payment time
- Payment within 48-72 hours
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, the City encourages all vendors to accept the VISA ePayable solution.

36.0 LIVING WAGE POLICY:

As set forth in City Policy and Procedure 161.3, Covered Service Contractors, as well as their subcontractors, shall pay to all of their employees providing Covered Services pursuant to a Contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City 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 service Contractor shall allow the City to audit (at service Contractor'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 Contract and/or preclusion from future City Contracts at the sole option of the City. This provision shall apply to all bid and Proposal awards for services, which involve City expenditures that exceed \$100,000.00 per year.

More particularly, this provision shall apply to single and multiple award Contracts for services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one Contract year. As for multiple award Contracts (Contract award which will be divided among several Contractors), at the point when the City has expended \$100,000.00 on that Contract in any one-Contract year, regardless of whether such expenditure was to one Contractor or several Contractors, then the living wage provision shall apply to all Contractors

who are a party to that award. For those Contracts whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the Contract term, this provision will be applicable to that Contract in the next quarter.

To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy.

A copy of the City's Living Wage Policy can be downloaded from the Purchasing website: http://www.cityoforlando.net/admin/purchasing/161_3.pdf. A hard copy of the City's Living Wage Policy is also available at the Procurement and Contracts Division Office.

37.0 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

In accordance with Section 287.135 of the Florida Statutes, “[a] company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.” Section 215.473 defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.” By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and are not engaged in business operations in Cuba or Syria. The City may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

38.0 SOFTWARE LICENSES:

If this procurement involves the purchase of software products, then the following language is hereby incorporated: The software products to be purchased or subsequently licensed hereunder shall contain no computer viruses, other ‘containments’, including any codes, or instructions that may be used to access, modify, delete, damage, or disable purchaser’s computer system.

ATTACHMENT “A”



**PRE-PROPOSAL CONFERENCE
ATTENDANCE NOTIFICATION FORM**

PRE-PROPOSAL CONFERENCE ATTENDANCE NOTIFICATION

A Non-Mandatory Pre-Proposal Conference will be held at the Offices of the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, 9th Floor, Overlook Room, Orlando, Florida on Wednesday, January 9, 2013 at 1:00 p.m., Local Time, City of Orlando, FL.

Please return this form by: **Tuesday, January 8, 2013.**

CITY OF ORLANDO
PROCUREMENT AND CONTRACTS DIVISION
CITY HALL AT ONE CITY COMMONS
400 SOUTH ORANGE AVENUE - FOURTH FLOOR
ORLANDO, FLORIDA 32801
TELEPHONE: (407) 246-2291
FAX: (407) 246-2869

PLEASE CHECK:

_____ We plan to attend

Name of Representatives who will attend

1. _____
2. _____
3. _____

_____ A list of questions or statements for discussion at the Pre-Proposal Conference is attached using the form attached to this Request for Proposal, titled "Written Question(s)."

_____ We do not plan to attend, but will be submitting a response.

Signature

Title

Name of Company

Date

ATTACHMENT "B"



PROPOSER'S CERTIFICATION

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the City adequate time to evaluate the Proposals.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I hereby certify that neither Proposer, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit, are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes or are engaged in business operations in Cuba or Syria as defined in said statute.

NAME OF BUSINESS

Sworn to and subscribed before me

BY:

this _____ day of

SIGNATURE

_____, 20__

NAME & TITLE, TYPED OR PRINTED

Signature of Notary

MAILING ADDRESS/ OR IF DIFFERENT
YOUR PRINCIPAL PLACE OF BUSINESS

Notary Public, State of _____
Personally Known

CITY, STATE, ZIP CODE

-OR-
Produced Identification _____

() _____
TELEPHONE NUMBER

Type: _____

() _____
FAX NUMBER

DUNS Number: _____

E-MAIL ADDRESS

Company Tax ID # _____
(The City only requires Company Tax Id numbers. The City is not requesting individual social security numbers.)

ATTACHMENT "C"



ADDENDUM RECEIPT VERIFICATION

ADDENDUM RECEIPT VERIFICATION

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

Company

Signature

Title

ATTACHMENT "D"



REFERENCES

REFERENCES

Proposer shall submit as a part of the Proposal package, a minimum of three (3) of the most significant projects which were performed within the last **ten (10) years**. Additional references may be provided as set forth below.

Project #1:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #2:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #3:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #4:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #5:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

ATTACHMENT “E”



**BLUEPRINT AND MINORITY/WOMEN-OWNED BUSINESS
ENTERPRISE PARTICIPATION**

BLUEPRINT AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION IN SUBCONTRACTS

The development and construction of the Community Venues (Amway Center, Dr. Phillips Center for the Performing Arts and the renovation of the Florida Citrus Bowl Stadium) present the City and its Venue Partners (Orlando Magic, Dr. Phillips Center for the Performing Arts, and Florida Citrus Sports) with an opportunity to make a significant and long term positive impact in the minority communities of Orlando and Orange County along with the local community at large. The City of Orlando has established a Blueprint for Using Community Venues to Create a Sustainable Economic Impact ("Blueprint") and has adopted Minority and Women-Owned Business Enterprise ("M/WBE") participation goals. More information regarding the Blueprint may be found at <http://cityoforlando.net/elected/venues/materials.htm>.

One of the evaluation factors for selection is the Proposer's implementation of the Blueprint goals by including the use of M/WBE firms as subcontractors on the Project. Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women-Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises (M/WBE).

1. Policy:

It is the policy of the City of Orlando that MBEs and WBEs shall have the maximum feasible opportunity to participate in the performance of City subcontracts. As used in this RFP, the term "minority business" is defined as a business firm which is at least 51% owned and controlled by minority group members and which has been officially certified or recognized by the City as an MBE. The minority ownership must exercise actual day-to-day management and independent control. For the purpose of this definition, minority group members are Blacks, Hispanics, Asians, Pacific Islanders, Alaskan Natives, and American Indians. As used in this RFP, the term "women-owned business" means a business firm which is at least 51% owned and controlled by women and which has been officially certified or recognized by the City as a WBE. The women ownership must exercise actual day-to-day management and independent control. **Only those companies which are certified or recognized by the City on or before the date set for submittal of proposals may be utilized to meet the goals established by Chapter 57.** A listing of certified and recognized M/WBE's is available at: <http://www.cityoforlando.net/admin/mbe/directory.htm>.

2. Submittal:

Proposals will be evaluated on the basis of MBE and WBE participation in subcontracts. Proposers are asked to complete the attached MBE/WBE Utilization Schedule listing the MBE and WBE firms to which work will be subcontracted, a description of the work being subcontracted, and the estimated percentage of the work being subcontracted to each MBE or WBE subcontractor. **Please note that even if your company as the Proposer to be the prime contractor on this work is currently a City certified or recognized MBE or WBE firm, the attached MBE/WBE Utilization Schedule should still be completed as points will be awarded based upon a Proposer's ability to meet the City's subcontracting goals for MBE and WBE participation. Work that is self performed by a Proposer that is an M/WBE firm shall not be listed as Proposers are not subcontractors.** The extent and meaningfulness of such participation will be reviewed. Submittals should be very specific and clearly document MBE/WBE participation. In order to receive points, the participation must be such that the firms are performing useful business functions according to custom and practice in the industry.

3. Reports:

The successful Proposer shall submit periodic reports of participation by minority and women-owned businesses in such form and manner and at such times as the City or the Blueprint Special Projects Manager may prescribe. Monthly status reports shall be provided to the Blueprint Special Project Manager at the request of the Blueprint Office.

At a minimum, the successful Proposer shall submit to the City within thirty (30) days of completion of all work performed under the contract a final report detailing the portion of the work performed by City certified or recognized MBE and WBE firms and the percentage of work subcontracted to each.

If the successful Proposer fails to achieve the subcontracting participation percentages set forth in their proposal, the successful Proposer shall state the reason for such failure in its report to the City. For continuing contracts, the successful Proposer shall also submit such a report on an annual basis within (30) days of the anniversary date of the contract and upon expiration or termination of the contract. In the event that a successful Proposer fails to provide an explanation acceptable to the City as to why it was not able in good faith to achieve the anticipated level of MBE/WBE participation set forth in its proposal, the City may consider such failure in evaluating future responses to solicitations from the Proposer and in determining whether to renew any ongoing contracts with the Proposer. The Blueprint Office shall have the right to review and audit records, receipts and documents maintained by the Proposer, upon reasonable notice.

4. Plan Changes:

Any deviation from the proposed MBE/WBE participation by the successful Proposer must be reported to and approved in writing by the Blueprint Special Projects Manager. Deviations shall only be allowed for good cause. Failure to comply shall result in the City imposing penalties on the successful Proposer; such penalties may include suspension or debarment from obtaining future City contracts.

5. Miscellaneous:

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this Contract. The City of Orlando shall have the exclusive means of enforcement of Chapter 57 of the City Code and contract terms. No right of action for non-signatories of the Contract is intended or implied. The City of Orlando is the sole judge of compliance and whether a good faith effort has been made under the City Code and the Contract. For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Blueprint Special Projects Manager
Orlando Venues Project Office
City Hall at One City Commons, 9th Floor
400 South Orange Avenue
Orlando, Florida 32801-3302
Telephone: (407) 246-3180

For the City's information, if your company is currently certified or recognized, please enter the certification number and the expiration date in spaces provided below or submit with your Proposal a copy of the notification received from the City stating that your company is recognized by the City as a Minority/Women-Owned Business Enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

MBE/WBE UTILIZATION SCHEDULE

MBE UTILIZATION

Subcontractor's Name and City Certification Number:	Description of Work to be Performed:	Estimated Percentage of Work :
1.		_____ %
2.		_____ %
3.		_____ %
4.		_____ %

TOTAL MBE _____%

WBE UTILIZATION

Subcontractor's Name and City Certification Number:	Description of Work to be Performed:	Estimated Percentage of Work :
1.		_____ %
2.		_____ %
3.		_____ %

TOTAL WBE _____%

ATTACHMENT “F”



**QUESTIONS REGARDING SOLICITATION
OR PROPOSAL PROCESS FORM**

WRITTEN QUESTIONS



Any questions about the RFP or the solicitation process must be received by the City in writing by the cut-off date for questions set forth in the RFP. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Any questions received after the cut-off date for questions as set forth in the RFP will not be considered. Please submit all questions to the Purchasing Agent as identified in this Request for Proposal.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

SOLICITATION NUMBER: RFP13-0161 **DATE SUBMITTED:** _____

SOLICITATION TITLE: PROGRAM MANAGER SERVICES, FLORIDA CITRUS BOWL (FCB)

STADIUM RENOVATION _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT NAME: _____ **PHONE:** _____

1. _____

2. _____

3. _____

4. _____

5. _____

ATTACHMENT “G”



PRICING PROPOSAL

Proposers Name: _____

**PROGRAM MANAGER SERVICES,
FLORIDA CITRUS BOWL (FCB) STADIUM RENOVATION**

PRICE PROPOSAL

Provide proposed loaded hourly rates to be charged to the City, (inclusive of multiplier for overhead and profit) for **Project Manager, Cost Manager, QA/QC Manager, Project Engineer** and **Project Assistant**.

<u>Proposed Project Staff</u>	<u>Rate Per Hour</u>
Project Manager	\$_____/per hour
Cost Manager	\$_____/per hour
QA/QC Manager	\$_____/per hour
Project Engineer	\$_____/per hour
Project Assistant	\$_____/per hour

Reimbursable and other expenses will be paid in accordance with City policies and procedures, and will be negotiated during contract negotiations. It shall not be included in the Proposer's rates.

Computation: The score for the price proposal shall be computed by dividing the lowest average hourly rate that is proposed by a responsive Proposer, by the Proposer's average hourly rate. The resultant number shall then be multiplied by the maximum possible points for the price proposal evaluation criteria category to determine the Proposer's score.

Authorized Signature

Date

Printed Name