

July 17, 2009

Re: Request for Proposals for Art Consultant Services

Project: Dr. P. Phillips Orlando Performing Arts Center – Orlando, Florida

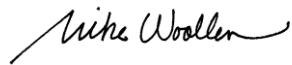
On behalf of the Dr. P. Phillips Orlando Performing Arts Center (DPAC and “Owner”), we are pleased to invite you to submit your proposal for Art Consultant services for the referenced Project. Hines has been selected to act as the Development Manager for the Project and HKS Architects, Inc. (HKS) has been selected as the Prime Architect in association with Barton Myers Associates and Baker Barrios Architects.

The attached Request for Proposals (the “RFP”) provides a general overview of the proposed Project and outlines the requirements for your proposal. Eight (8) copies of your proposal along with a CD (with all documents on one pdf) should be submitted to the Orlando office of HKS Architects, Inc. no later than 1:00 p.m. Eastern Standard Time on July 31, 2009. Copies of the RFP, attachments, and any subsequent addenda can be found on the DPAC website at www.orlandopac.org.

According to the DPAC Bylaws, firms responding to this RFP should not contact DPAC board members, selection committee members and firms, doing so risk disqualification from the Project. Questions and requests for information should be sent by phone or email to Mike Woollen at HKS Architects, Inc, - mwoollen@hksinc.com, 407-648-9956.

We look forward to your response and we are delighted to have your participation in this process.

Sincerely,



J. Michael Woollen, AIA
Vice President
HKS Architects, Inc.

**DR. P. PHILLIPS ORLANDO PERFORMING ARTS
CENTER**

REQUEST FOR PROPOSALS

FOR

ART CONSULTANT SERVICES

July 17, 2009

CONFIDENTIALITY

This RFP is both confidential and proprietary to Production Architect and Owner, and Production Architect and Owner reserve the right to recall the RFP in its entirety or in part. Recipients must not, and agree that they will not, duplicate, distribute or otherwise disseminate or make available this document or the information contained in it to a third party without the prior written consent of Production Architect and Owner. Consent shall be deemed granted only if provided in writing by the Production Architect and Owner. Notwithstanding the foregoing, recipients may make this document available to those employees who have a need to know its contents in order to participate in the response to this RFP.

Recipients shall not include or reference this RFP in any publicity without prior written consent from Production Architect and Owner.

- I. INTRODUCTION**
- II. PROJECT SUMMARY**
- III. CONSULTANT RESPONSIBILITIES**
- IV. PARTICIPATION OF MINORITY AND/OR WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE)**
- V. SUBMITTAL REQUIREMENTS**
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- IX. ACCEPTANCE OF RFP'S**
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I. INTRODUCTION

The Dr. P. Phillips Orlando Performing Arts Center is proposed to be a complex consisting of three theaters – a 2,800-seat amplified theater, an 1,800-seat acoustic theater, and a 300-seat theater, along with related front of house and back of house spaces and public plaza (“Project”). The Project will be located in downtown Orlando, Florida, bordered by South Street to the north, Anderson Street to the south, Orange Avenue to the west, and Rosalind Avenue to the east. A more detailed description of the Project is provided in the Prime Architect-Owner Agreement (“Prime Agreement”) included with Attachment B. The current Concept Plan is included in Attachment E.

The Owner has selected Hines to act as its Development Manager (“Development Manager”) for the Project under the direction of the Owner. HKS Architects, Inc. has been selected as the “Prime Architect” and, in conjunction with Baker Barrios Architects, will serve as the “Production Architect.” All consultants, including Barton Myers and Associates as the “Design Architect,” will be under sub-contract to HKS. The Production Architect will coordinate all aspects of consultant selection, design, approvals, construction and operational start-up of the Project. Major decisions regarding the scope of the Project are vested with the Owner, acting through Hines as the Development Manager.

This Request for Proposals (the “RFP”) is being issued for the express purpose of engaging the consulting services for the Project outlined in Attachment A – Consultant’s Responsibilities. Your response should be based on the requirements described herein: the scope in Attachment A, the Project description information included in the Prime Agreement in Attachment B, the Project Schedule in Attachment C, the draft Architect-Consultant form of agreement in Attachment D, the current Concept Plan in Attachment E and the Art Council Policy and Procedures in Attachment F.

II. PROJECT SUMMARY

The Project is generally described in the Prime Agreement included with Attachment B and as shown in the current Concept Plan in Attachment E. The information provided represents the current conceptual design of the Project based on the Owner’s desired program, however such program and the design are subject to further changes and refinement.

The Project may be certified under the USGBC LEED New Construction rating system.

III. CONSULTANT RESPONSIBILITIES

See Attachment A.

IV. PARTICIPATION OF MINORITY AND/OR WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE)

This RFP is being issued subject to the Chapter 57 of the City of Orlando’s Code relating to Minority and Women Business Enterprise (M/WBE) participation. While the City has an M/WBE participation goal of 18% Minority Business Enterprise and 6% Women Business Enterprise participation, the Production Architect has established a goal of 30% for M/WBE participation for this project. Local businesses and M/WBEs certified by the City of Orlando and/or Orange County are strongly encouraged to submit a proposal that complies with or exceeds these goals. If you propose a “teaming” arrangement in association with other firms to meet or exceed these

goals, then your proposal should indicate whether your team is an “association” or a “joint venture.” HKS will be contracting with only one “entity” for these consulting services.

Additionally, the Project Architect has adopted the “City of Orlando’s Blueprint for Using Community Venues to Create a Sustainable Economic Impact”. You are required to address in your submittal how your firm or team will meet the goals established in the Blueprint. Your success in addressing, meeting, exceeding and demonstrating a good faith effort to meet these M/WBE and Blueprint goals will be a very important factor in the selection process. Additional information can be found as follows:

- Chapter 57 of the City of Orlando Code can be located at <http://www.cityoforlando.net/admin/mbe/chapter57.html>
- City of Orlando Blueprint can be located at www.orlandopac.org

V. SUBMITTAL REQUIREMENTS

Your firm will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined below including general and specific selection criteria. Please submit your qualifications in a concise written tabulated format (NOT TO EXCEED 20 PAGES) indexed and organized in order by the following sections:

A) **Qualifications Summary**

- 1) Qualifications: A brief statement of your qualifications limited to one page.
- 2) Services: Confirm you will provide all the services required by this RFP.
- 3) Similar Projects: Provide a list of similar Projects on which each of your proposed personnel who will be assigned and directly involved and responsible throughout the duration of the Project has been engaged. In particular, the Production Architect, Owner and Development Manager would like to review similar project experience.
- 4) Personnel: Please provide a schedule of your personnel who will be assigned and directly involved and responsible throughout the duration of the Project. Information shall include the names and resumes of all assigned Project personnel.
- 5) Contact References: Please provide no more than three contact references for each of your firm personnel assigned to the Project;
- 6) Special Considerations: Please describe any special resources which your firm or your personnel assigned to the Project may bring to the Project or in-house expertise in technical areas which will specifically benefit the Owner;
- 7) Detailed Exceptions: Please provide in writing any exceptions you may take to the requirements of this RFP, the reasons for such exceptions and any proposed alternatives.

- 8) **Insurance:** The consultant shall carry the same level of general insurance as required in the Prime Agreement, except that professional liability insurance will not be required. If your insurance limits are less than the requirements in the Prime Agreement, then list your current limits.
- 9) **Investigations and Litigation:** If the Proposer has ever been the subject of an investigation conducted by a regulatory agency or professional licensing board, give the date, details and outcome of such action, including but not limited to any disciplinary sanctions imposed. If the Proposer has been sued as a result of actions or inactions in the course of their business or profession in the past ten (10) years, give the date, details and outcome of such suit, including but not limited to the dollar amount of any settlement or judgment.

B) Proposed Fee Structure

Please provide the following:

- 1) A Proposal on the methodology for compensation of Art Consultant and the artists.
- 2) An estimate of the reimbursable expenses you expect to incur on the Project (refer to the Prime Agreement in Attachment B for description of approved reimbursable expenses.)

C) Special Services

Provide a detailed description of all services which you would plan to provide that are not described above.

D) Schedule

The overall proposed project schedule is included with Attachment C. Please state in your submittal the duration of time required to perform your scope of services.

E) Additional Information

Please provide any other additional information that you believe would be helpful to Owner, Production Architect and Development Manager in their decision.

VI. SELECTION PROCESS

Selection Committee

Consultants will be selected by an architectural and engineering selection committee (the "A&E Selection Committee"). To ensure fair consideration for all consultants, there is a

prohibition against any discussion with A&E Selection Committee members about the Project from the date this addendum is posted to the DPAC website (www.orlandopac.org) except during the public meetings held to consider the proposals. DPAC bylaws prohibit communications initiated by a consultant or a consultant's representative to any A&E Selection Committee member and any DPAC Board member involved in evaluating or considering the proposals, prior to the time that consultants are contacted to make a presentation. Such communication initiated by a consultant or a consultants' representative may be grounds for disqualification of the offending consultant by the A&E Selection Committee from consideration for ranking and for award of a contract.

All questions concerning this Request for Proposal prior to submission should be addressed by email to the attention of Michael Woollen at the following address:

mwoollen@hksinc.com

The A&E Selection Committee is comprised of one vote from each of the following firms:

DPAC - Jim Pugh, Kathy Ramsberger, Jean-Marc Allard

HKS/Baker Barrios - Matt Clear, Carlos Barrios

Hines - Michael Gross, Walter O'Shea, Jacki Hale

Barton Myers - Barton Myers, Ryan Ihly

Anderson & Associates - Veronica Anderson, Susan Brosch

A quorum of three Firms (committee members) is required for each vote. A committee member who starts the selection process with a particular discipline cannot be substituted mid-selection, in other words, if someone missed the shortlist meeting they cannot attend interviews. Hines and HKS will take the lead on negotiating pricing and scope of services with the sub-consultants. HKS will assign a non-voting member to be the point person with consultants for clarifications, questions, etc.

The A&E Selection Committee will review and evaluate the proposals. All firms submitting proposals will be evaluated to determine if they are fully qualified to perform the services required herein. Among the factors to be considered in making the finding are the capabilities, adequacy of personnel, track record and experience of the firm. After this evaluation process, a minimum of three (3) consultants will be short-listed and asked to attend interviews before the A&E Selection Committee. Further written documentation (including, but limited to a fee proposal) may be requested by the A&E Selection Committee prior to the interviews, or as a result of the interviews. Failure to promptly supply information in connection with such request including, but not limited to, information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for determination of non-responsiveness with respect to the Proposal.

Following the interviews, the A&E Selection Committee, by Firm, will rank the short-listed consultants as set forth in the table below. HKS and Development Manager will enter into negotiations with the top-ranked consultants with the intention of entering into an agreement. If negotiations with the top-ranked consultant are unsuccessful, then negotiations with this consultant will be terminated and negotiations will begin with the next successively ranked consultant until a successful contract is negotiated.

Evaluation Criteria for Final Ranking

The Selection Committee, by firm, will evaluate and score the short-listed Proposers based upon their Qualification Statements and their interviews in accordance with the following rating factors.

RATING FACTORS	ITEM SCORE
A. Presentation and discussion by Proposer regarding its experience and qualifications.	
B. Track record of achieving M/WBE goals and project objectives reinforced by specific references of people involved in the projects cited.	
C. Presentation and discussion regarding the Proposer’s familiarity with international, regional and local artists and the integration of their work into performing arts centers and similar landmark projects.	
D. Material presented and discussed regarding Proposer’s record of successful performances on past projects including factors such as cost control, work quality and demonstrated ability to adhere to schedules.	
E. Ability of Proposer’s and team members’ personnel to devote necessary time to the Project and work successfully with Development Manager, DPAC and City staff and any other stakeholders, as well as make effective public presentations; proximity of the location of Proposer’s office to the City of Orlando.	
TOTAL SCORE	

Each Selection Committee Firm will evaluate the above factors to determine the final ranking of the short-listed Proposers. Each firm will assign an “item score” of zero (0) to five (5) to items A-E. The item scores will then be added to determine the total score. Each firm will rank the Proposers based upon the member’s score for each Proposer. The ranking established by each firm will be accumulated to determine the final ranking. Each member’s top-ranked proposer will be assigned one (1) point, second-ranked firm two (2)

points and so on. After accumulating the members' scores, the proposer with the lowest score shall be ranked first; the next lowest score shall be ranked second, and so on.

VII. ATTACHMENTS

- A) Consultant Responsibilities
- B) Prime Architect-Owner Agreement
- C) Preliminary Project Schedule
- D) Architect-Consultant Form of Agreement
- E) Current Concept Plans
- F) Art Council Policy and Procedures
- G) Payment Certificate
- H) DPAC Reimbursible Expenses Policy

VIII. SUBMISSION REQUIREMENTS AND PROJECT CONTACT

Please submit eight (8) copies of your submittal information, plus one CD with your submittal information in a single pdf file, to the Project contact listed below:

Mike Woollen, AIA
HKS Architects, Inc.
225 E. Robinson Street
Orlando, FL 32801
(407) 648-9956(T)
(407) 648-9976 (F)

All submittals shall be in a sealed container with the notation "Proposal Enclosed." Should you have any questions concerning the Project or this submission, please send by email to Mike Woollen at mwoollen@hksinc.com.

IX. SUBMITTAL ACCEPTANCE

The Selection Committee reserves the right to reject any or all submittals received under this Request for Proposals, and is under no obligation to any of the prospective consultants as a result of this Request for Proposals process.

X. OTHER

You will receive no reimbursement for your expenses in preparing this proposal. All materials and documents submitted hereunder shall become the sole property of the Production Architect.

A response to this RFP shall not be construed as a contract nor indicate a commitment of any kind on the part of the Development Manager, Production Architect or Owner. The Development

Manager and Production Architect, with advice from the Owner, reserve the right to reject any or all responses to this RFP.

End of Request for Proposal

ATTACHMENT A

ART CONSULTANT RESPONSIBILITIES

The Consultant under the direction of the Prime Architect and in close coordination with the other Design Architect, Production Architect, consultants and sub-consultants (the “Architect Team”), will be responsible for the following scope of services:

1. Attend project meetings when requested with the Production Architect, the Architect Team, the Development Manager, DPAC, and other consultants as required for the proper coordination and implementation and review of the work.
2. Review design development drawings done to date and prepare a summary of opportunities to incorporate art into the design of the Project such that the art will meet the qualifications of Public Art as defined in the Art Council Policy and Procedures attached as Exhibit F (Preliminary Public Artwork Plan).
3. Develop the Public Artwork Master Plan as defined in the Art Council Policy and Procedures attached as Exhibit F in conjunction with the Architect Team.
4. Administer the selection of the Public Art and artists as such responsibilities are further described in the Art Council Policy and Procedures attached as Exhibit F. It is anticipated that there will be a need to select between 2 and 5 artists. (Local, Regional and International)
5. Review and provide comments to the Architect Team during the preparation of construction documents as often as may be required to ensure that the integration of Public Art into the building design is fully coordinated, meets the requirements of all applicable governmental requirements including the City of Orlando Public Art Ordinance and Public Art Policies and Procedures and complies with the Art Council Policy and Procedures attached as Exhibit F.
6. During the construction of the Project: (i) review on a periodic basis, the progress of the installation of the Public Art for consistency with the design intent and quality of the materials and workmanship; (ii) prepare reports of such inspections for DPAC, the design team, the Development Manager, and the Construction Manager listing any deviations or omissions from the Artwork Master Plan and (iii) assist in the evaluation of plans to remedy and deficiencies identified.

ATTACHMENT B

PRIME AGREEMENT FOR ARCHITECTURAL SERVICES

The attached Prime Architect-Owner Agreement shall be attached to and referenced as part of the Architect-Consultant Agreement (Sub-Consultant Agreement), and the terms and conditions of the prime agreement shall apply to the consulting services described in this Request for Qualifications. To the extent that there are any conflicts between the Production Architect Agreement and the Sub-Consultant Agreement, the Production Architect Agreement shall govern.

ATTACHMENT C

PRELIMINARY PROJECT SCHEDULE

PUBLIC ART PROCUREMENT SCHEDULE

July 31, 2009	Art Consultant RFP Submissions Due
August 2, 2009 – August 7, 2009	Art Consultant RFP Submission Review
August 10, 2009	Selection Committee Short-list Meeting
August 14, 2009	Art Consultant RFP Interviews & Selection
Week of August 17, 2009	Kickoff Meeting
August 31, 2009	Art Consultant Delivery of Preliminary Public Artwork Plan
September 30, 2009	Art Consultant Delivery of Public Artwork Master Plan
October 16, 2009	Art Consultant Publication of Public Art Artist(s) RFP
November 16, 2009	Selection of Public Art Artist(s)

DESIGN & CONSTRUCTION SCHEDULE

July 2009 – May 2010	Construction Documents
March 2010 – September 2010	Bid & Award
November 2009 – August 2010	Permitting
March 2010 – January 2013	Construction
January 2013 – April 2013	Move In & Commissioning
TBD	Grand Opening

ATTACHMENT D

ARCHITECT-CONSULTANT FORM OF AGREEMENT

See the attached draft AIA C-727 Architect-Consultant form of agreement that shall be used for these consulting services, in conjunction with the referenced prime agreement.

ATTACHMENT E
CURRENT CONCEPT PLAN

See the attached current design concept plans. Note: this represents a preliminary design concept that is subject to change and refinement; however, this concept reflects the basic requirements included with the project description and current building program.

ATTACHMENT F
DRAFT ART COUNCIL POLICY AND PROCEDURES

ATTACHMENT G
PAYMENT CERTIFICATION

ATTACHMENT H
REIMBURSIBLE POLICY

DPAC REIMBURSIBLE EXPENSES POLICY
June 20, 2008

1. OBJECTIVE:
Provide rules governing reimbursable expenses for consultants and other contractors.

2. TERMS AND DEFINITIONS
 - A. Dollar Not-to-Exceed Limits Identified by Task:
Consultant agreements and other contracts should include not-to-exceed limits (not estimates) for reimbursable expenses by task. Any reimbursement for expenses in excess of the not-to-exceed limits shall not be considered under any circumstances unless such limits are adjusted in writing by agreement between the consultant and/or contractor and Hines and/or DPAC.

 - B. Definition of Reimbursable Expenses:
Reimbursable Expenses are defined as actual out-of-pocket reasonable expenses for travel, lodging, subsistence, communications and reproduction, necessary in the performance of a contract. Traditional and customary business operating expenses such as, but not limited to, overhead costs, benefits, equipment, computer time, word processing time, and minor copying as well as “entertainment expenses” unless previously approved in writing by Hines or DPAC shall be not considered reimbursable expenses. “Entertainment” expenses shall include sporting events, theatrical productions, concerts and similar activities but do not include meals or beverages. All reimbursable expenses will be reimbursed at actual costs, no multipliers on actual costs will be allowed.

3. SPECIFIC LIMITATIONS
 - A. Specific Travel Expense Limitations:
Consultant agreements or contracts may include provisions for travel. Only travel expenses described below may be reimbursable:
 1. Airline Travel
All travel should be by economy or tourist class, at the lowest fares obtainable for reasonable travel times. If first class travel is booked, reimbursement will be made only for the economy class rate for that trip.

 2. Car Rentals
Car rentals shall be small or mid-sized cars for one or two individuals, can be full-size cars for three or more individuals, can be sports utility or vans for transporting large presentation materials or five or more individuals, arranged at the most economical rates and actual fuel usage. DPAC will not reimburse for car rental insurance or other add-on costs such as GPS units.

 3. Lodging

Lodging expenses shall be for mid-business class hotels and preferable at corporate or better pre-arranged rates. DPAC discounted rates should be requested whenever possible for travel in Orlando. For travel elsewhere, Consultants should coordinate with Hines and/or DPAC to determine whether a discount program exists.

4. Meals in Orlando

Reimbursement for meals in Orlando and for travel to other cities not included in 5 below should be based on the actual cost of meals not to exceed the following per person limits:

Breakfast	\$9.00 including tip & tax
Lunch	\$9.00 including tip & tax
Dinner	\$22.00 including tip & tax

In cases where the traveler is traveling more than one night, the allowed aggregate reimbursement for meals on the full days of travel is \$40.00 including tip & tax and can be treated as a per diem allowance without a requirement for the submission of receipts. When group meals are provided, the per diem meal reimbursement shall be reduced by the limit described above.

In cases where the traveler did not find it necessary to spend the night out of town, but was unable to return home by 7:00 p.m. in time for dinner, reimbursement will be allowed for the evening meal. Similarly, when the traveler finds it necessary to leave home before 7:00 a.m., reimbursement for breakfast is allowed.

5. Reimbursement for meals in Los Angeles, San Francisco, New York, Chicago, Washington DC should be based on the actual cost of meals not to exceed the following per person limits:

Breakfast	\$13.00 including tip & tax
Lunch	\$13.00 including tip & tax
Dinner	\$34.00 including tip & tax

In cases where the traveler is traveling more than one night, the allowed aggregate reimbursement for meals on the full days of travel is \$60.00 including tip & tax and can be treated as a per diem allowance without a requirement for the submission of receipts. When group meals are provided, the per diem meal reimbursement shall be reduced by the limit described above.

In cases where the traveler did not find it necessary to spend the night out of town, but was unable to return home by 7:00 p.m. in time for dinner, reimbursement will be allowed for the evening meal. Similarly, when the

traveler finds it necessary to leave home before 7:00 a.m., reimbursement for breakfast is allowed.

6. Gratuities

Gratuities (tips) are recognized as a legitimate part of the cost of travel and a proper charge against DPAC when such expenses are necessary. All payments of this type should be kept to reasonable and customary amounts not to exceed 20%.

7. Telephone Calls

Tolls against the hotel bill will not be reimbursed.

8. Internet Connection fees

Fees for internet usage will not be reimbursed unless required for DPAC business.

9. Mileage

Reimbursement will be made for business mileage on personal vehicles at the stated current IRS rate. The current IRS standard mileage rate from July 1, 2008 to December 31, 2008 is 58.5 cents per mile for out-of-town travel. Effective January 1, 2009 the standard mileage rate is 55 cents per mile for out-of-town travel. This new effective rate is lower than the second half of 2008 as it factors in the recent reversal of rising gasoline prices.

10. Other Travel Expenses

Tolls, parking, taxis and other reasonable business expenditures will be reimbursed at actual cost.

B. Alcoholic Beverages

Reimbursement for alcoholic beverages is strictly prohibited

C. Local Travel

Travel between locations within Orlando or other destinations may be reimbursed but only up to the maximum rate allowed at standard IRS rates.

D. Subcontract Services

Reimbursement is permitted for sub consultant services rendered in support of the scope of work. Fees paid for such services shall be according to the same terms and priorities identified herein. No surcharge or multiplier will be payable to the prime consultant for reimbursable expenses incurred by subcontractors.

E. Expense Documentation

The Consultant shall provide legible receipts and explanatory details sufficient to explain the reason for the expenditure and its relationship to the contract task. Travel Expense Reports in the form of the attached Exhibit A must be submitted with associated receipts.

F. Questionable Reimbursed Costs

Expenses that have been reimbursed to the consultant but are deemed questionable by Hines or DPAC or others (example: City of Orlando) after the fact, should be reviewed with the consultant or contractor and additional supporting documentation may be required and shall be provided. If questioned expenses are not found reasonable or justified, then such expense shall be considered not-allowable and deducted from the next approved payment to the consultant or contractor.

J. Effective Date

These policies shall be effective June 20, 2008.