



**DDB**

**MEETING NOTICE**

Welcome,

We are glad you have joined us for the February 24, 2021 Downtown Development Board meeting. In response to the COVID-19 pandemic social distancing efforts, City Hall is open to the public with limited seating. We encourage members of the public to participate by watching the virtual meeting online or listening by phone and providing live public comment or submitting written public comment in advance. Options to watch and participate in the meeting while it is occurring is available on [orlando.gov/virtualmeetings](http://orlando.gov/virtualmeetings).

The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 5 minutes per item or as set during the meeting.

The City of Orlando encourages courteous, civil discourse in online settings. Persons making public comment are asked to conduct themselves with the same rules of decorum as they would in a traditional public meeting.

**Live Public Comment**

- Join the live virtual meeting

Call into the virtual meeting by dialing any of these phone numbers:

- 312.626.6799
- 312.626.6799
- 929.205.6099
- 253.215.8782
- 301.715.8592
- 346.248.7799
- 669.900.6833

Once dialed-in and prompted, enter the Webinar ID: 874 7688 1353

- Use the “Raise Hand” feature to request to speak when prompted (or dial \*9 if on the phone)
- Wait to be recognized (either by name or by the last 4 digits of your phone number)
- Provide name and address when called upon

**Written Public Comment**

Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public comment, select one of the following options: (1) complete an online comment form on [orlando.gov/publiccomments](http://orlando.gov/publiccomments), (2) email to [publiccomments@orlando.gov](mailto:publiccomments@orlando.gov), (3) mail to City Clerk, Public Comment 400 South Orange Avenue Orlando, FL 32801, or (4) drop off to the 1st floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.

**Note:** Comments that do not include the required information will not be distributed or attached to the agenda. All comments received are public record.

**Anyone requiring assistance to participate in this virtual meeting should contact the City Clerk's Office as soon as possible at 407-246-2251 or [cityclerk@orlando.gov](mailto:cityclerk@orlando.gov)**

## **AGENDA**

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes
  - a. December 10, 2020 – Downtown Development Board Meeting
4. Executive Director's Report – Thomas C. Chatmon Jr., Executive Director
5. Public Comment
6. New Business
  - a. Contract with Echo Interaction Group Inc. – David Barilla, Assistant Director
7. Date of Next Meeting
8. Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Downtown Development Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.

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Downtown Development Board/Community Redevelopment Agency  
Orlando City Hall, 6<sup>th</sup> Floor, 400 South Orange Ave., P.O. Box 4990, Orlando, FL 32802  
Phone: (407) 246-2558 Fax: (407) 246-3359 [www: downtownorlando.com](http://www.downtownorlando.com)



## **MEMORANDUM**

**TO:** Bill Lambert, Chair  
Jamie Barati, Vice Chair  
Marissa John  
Monica McCown  
Eugene Jones

**FROM:** Thomas Chatmon, Executive Director of the Downtown Development Board/Community Redevelopment Agency

**DATE:** February 24, 2021

**SUBJECT:** Agenda items to be considered at the Downtown Development Board Meeting for February 24, 2021.

### **Approval of Minutes:**

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the December 10, 2020 Downtown Development Board Meeting.

**Executive Director's Report:** Thomas C. Chatmon Jr., Executive Director

### **Public Comment:**

### **New Business:**

- a. **Contract with Echo Interaction Group Inc – David Barilla, Assistant Director** - The Downtown Development Board seeks to enter into a contract with Echo Interaction Group Inc. for custom branded augmented reality applications and experiences. The contract is for one year with four, one-year, optional extensions and includes a mobile application for IOS and Android to be able to support custom augmented reality (AR) experiences as well as an initial creation of six AR experiences. Applications will have an ongoing monthly cost of \$1,000/month which is included for the first twelve months within the initial year cost of \$25,719. Echo Interaction Group has worked with numerous notable businesses such as Ford, Orlando Health, Rollins College, Dr. Phillips Center for the Performing Arts, the Orlando Economic Partnership, and many more.

Orange County recently completed a competitive quote process for custom branded augmented reality applications and experiences. Their process yielded three competitive quotes that ranged from \$150,000 to \$25,719. Echo Interaction Group Inc. provided the lowest quote and Orange County issued a purchase order to them for the services. The Contract with DDB incorporates the same rates as this Orange County purchase.

Staff requests that the Board approve the Contract with Echo Interaction Group, Inc., and authorize the City's Chief Procurement Officer to execute the Contract, subject to review and approval by the City Attorney's Office.

**Date of Next Meeting:** – March 24, 2021, at 3:00 p.m., City Hall, Council Chambers.

**Adjournment:**

## CONTRACT

**THIS CONTRACT** (“Contract”), entered into the \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”) is made by and between the Downtown Development Board (“DDB”), a body corporate and an agency of the City of Orlando (“City”), created by referendum in December, 1972, under Chapter 71-810, Laws of Florida, the Orlando Central City Neighborhood Development Board Act, codified in Chapter 18 of the Charter of the City of Orlando (“Act”), hereinafter referred to as the “DDB” and Echo Interaction Group Inc., hereinafter referred to as the “Contractor”. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

### WITNESSETH:

**WHEREAS**, by Section 8(1) of the Act, the DDB has been granted the authority to enter into contracts and agreements; and

**WHEREAS**, under the DDB’s policy and procedure codified as §1250.1 of the City’s policies and procedures manual, the City’s Chief Procurement Officer has been authorized by the DDB to serve as the DDB’s principal procurement agent; and

**WHEREAS**, the services to be provided under this Contract have been procured by the City’s Chief Procurement Officer on DDB’s behalf.

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants and promises herein contained, the parties hereto agree as follows:

### **I. SCOPE**

The Contractor is to perform the work (“Work”) set forth in Contractor’s proposal to the DDB (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

### **II. ORDER OF PRECEDENCE**

For the resolution and interpretation of any inconsistencies in this Contract and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order: (i) this Contract; followed by (ii) Contractor’s Proposal (“Exhibit “A”).

### **III. TERM OF CONTRACT**

The term of this Contract shall commence upon the Effective Date and end twelve (12) months from the date that both the IOS and Android applications being produced and

delivered by Contractor as part of the Work have been accepted by the DDB and are “live” and available for download in their respective online app stores (“Applications Start Date”). The monthly License/Maintenance Fee shall begin as of the Applications Start Date. This Contract may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof.

#### **IV. COMPENSATION**

The Contractor agrees to provide the services and materials as specified in its Proposal to the DDB at the cost specified in said Proposal and amendments, if any. The amount as specified in Exhibit "A", may be increased or decreased by the DDB under the Extra Work provision of this Contract, through the issuance of an Addendum, if applicable.

#### **V. PAYMENT**

All invoices received by the DDB are payable within thirty (30) days from receipt, provided they have first been approved by DDB, and DDB has accepted the Work. The DDB reserves the right, with justification, to partially pay any invoice submitted by the Contractor. All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801, with a copy to DDB, Division Fiscal Manager, 400 South Orange Avenue, 6<sup>th</sup> floor, Orlando, Florida 32801-3302.

**NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CONTRACT NUMBER AS STATED HEREIN.**

#### **VI. FISCAL YEAR FUNDING APPROPRIATION**

##### **A. 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 DDB. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the DDB of funds therefor.

##### **B. 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 canceled 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.

#### **VII. GENERAL CONDITIONS**

**A. Intellectual Property**

1. All information and data furnished to or developed for the DDB by the Contractor or its employees, pursuant to this Contract (the “Work”) shall be considered a “work made for hire” for the DDB to the fullest extent permitted by law; and all right, title and interest therein, including worldwide copyrights, shall be the property of the DDB as the party specially commissioning said Work. In the event that the Work or any portion thereof shall not be legally qualified as a “work made for hire,” Contractor agrees to assign and does hereby assign to the DDB, all right, title and interest in and to said Work, including, without limitation, the worldwide copyrights, any applicable extensions and renewals thereof, and further including all rights to reproduce such Work, to prepare derivative works, to distribute copies of the Work and to perform and/or display the Work and register the claim of copyright therein without royalty or any other consideration. Contractor represents and warrants that it is not aware of any intellectual property or contractual arrangements that would interfere with the ownership of such copyright by the DDB, and further warrants that the Work is not infringing of any third-party intellectual property rights.

2. Without limiting the generality of the foregoing, the DDB recognizes that Contractor has pre-existing intellectual property rights in proprietary framework for application development (the “Framework”) and the source code for the Framework (the “Source Code”), and that Supplier may incorporate its Framework and Source Code into the Work as necessary. The DDB further acknowledges that the Framework and Source Code are not the property of the DDB. Contractor hereby grants the DDB a royalty-free, perpetual, irrevocable, worldwide, paid-up, non-exclusive license to use, disclose, license, and distribute the portions of the Framework and Source Code that are incorporated into the Work, or to authorize third parties to do so on its behalf

**B. Termination for Default**

In the event either party materially breaches this Agreement, the non-breaching party shall notify the breaching party in writing and the breaching party shall have fifteen (15) days from receipt of such notice to cure said breach. In the event that the breaching party fails to cure the breach within the cure period and the non-breaching party has not extended the cure period in writing (any such extension

may be granted or denied in the non-breaching party's sole discretion), the Contract shall terminate. In the event of such a termination by Contractor as the non-breaching party, the DDB shall be liable for the payment of all Work properly performed prior to the effective date of termination.

**C. Termination for Convenience**

The City's Chief Procurement Officer may terminate the Contract for convenience with advance written notice to the Contractor. In the event of such a termination, the DDB shall be liable for the payment of all Work properly performed prior to the effective date of termination.

**D. Warranty**

Contractor warrants that all Work including the IOS and Android applications will be virus free and perform and operate in accordance with the specifications and functionality described on Exhibit "A". Contractor does not and cannot guarantee specific results such as number of page views, ranking in search engine results, number of links back, number social media of fans or followers, number of downloads, or other similar metrics related to the technology employed in the Work.

**E. Time of Completion**

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or DDB, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or DDB's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or DDB's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or DDB's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at his discretion, cancel this Contract for the convenience of the DDB. Notwithstanding the preceding, the parties



acknowledge that the scope of work and timeline to complete the work were prepared taking into account the current work and travel restrictions related to COVID-19 and absent significant change in such restrictions, COVID-19 shall not constitute a cause for delay allowing for extension of time to complete the Work as set forth above.

**F. Indemnification and Insurance**

**1. Indemnity**

The Contractor hereby agrees to indemnify discharge, pay, insure, and hold harmless the City and the DDB, their officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Contract.

**2. Insurance.**

Prior to commencing and at all times during the performance of any work under this Agreement, Contractor (and any of its subcontractors performing work on City property) shall maintain the following insurance policies to cover claims, liability and damages arising from Contractor's and any of its subcontractors' activities on City or DDB property: (i) Worker's Compensation and Employer's Liability Insurance at the statutory amount; (ii) Commercial General Liability ("CGL") Insurance with combined single limits of One Million Dollars (\$1,000,000.00) per occurrence; (iii) Comprehensive Automobile Liability Insurance with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00); (iv) Technology Errors and Omissions with coverage limits not less than \$5,000,000; and (v) Cyber Liability coverage which includes providing protection against liability for (a) system attacks, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer systems, (e) crisis management and customer notification expenses, (f) privacy regulatory defense and penalties and (g) liability arising from the loss or disclosure of confidential data with coverage limits of not less than \$5,000,000 each claim and in the aggregate. The City and DDB shall be

added as an additional insured to the CGL and auto policies and such policies shall be considered primary insurance without recourse to or contribution from any similar insurance carried by the City. Contractor shall provide to the DDB a copy of the applicable CGL insurance certificate(s) prior to any person entering upon the City and DDB property related hereto. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City and DDB, its officers, elected officials, agents and employees and against other contractors and subcontractors.

**G. Correction of Work; Acceptance**

The Contractor shall promptly correct all Work rejected by the DDB as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work. The DDB will be deemed to have accepted the Work only after full delivery, testing, and verification by the DDB that the Work was completed in compliance with Contractor's Proposal and this Contract, and all deficiencies have been corrected.

**H. Right to Audit Records**

The DDB shall be entitled to audit the books and records of Contractor or any subcontractor to the extent that such books and records relate to the performance of the Contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the DDB. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

**I. Time is of the Essence**

The parties agree that time is of the essence in the completion of the Work called for under this Contract. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

**J. Information**

Any information and other DDB Materials (as hereinafter defined) provided by DDB to Contractor to perform the Work shall remain the exclusive property of the DDB or the City and shall only be utilized by Contractor in its performance of the Work and for no other purpose without the express written consent of the DDB's Executive Director. "DDB Materials" means images, logos, text, brand elements, and any other materials provided by DDB or the City to Contractor for incorporation into the final custom augmented reality-enabled mobile application.

**K. Extra Work****1. Requested by DDB**

The DDB, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work ordered by the DDB shall be authorized by written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract.

**2. Additional Work Discovered by Contractor**

If the Contractor plans to make a claim for an increase in the Contract price based upon new or unforeseen circumstances which result in the need for additional work outside the scope of the original Work, Contractor shall first before providing any additional goods or services related to such additional work give the DDB written notice thereof and secure the prior written approval of the City's Chief Procurement Officer. No claim for extra work will be considered valid by the DDB unless first submitted in writing and approved in writing by the Chief Procurement Officer.

**L. Familiarity With The Work**

The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The DDB will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

**M. Title and Risk of Loss**

The title and risk of loss to the Work shall pass from the Contractor to the DDB upon the DDB's final acceptance of the Work.

**N. Notices.**

All notices required or permitted to be given under this Contract must be in writing and must be delivered to a party at the addresses set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

City:	David Billingsley, CPSM, C.P.M Chief Procurement Officer City of Orlando 400 South Orange Avenue, 4th floor Orlando, Florida 32891 Fax: (407) 246-2869 Phone: (407) 246-2368
Contractor:	Carlos Carbonell, President Echo Interaction Group Inc. 738 Palm Drive Orlando, Florida 32803 Phone: (407) ____ - ____ Fax: (407) ____ - ____

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a business day in the City of Orlando, Florida, and the time of transmission is prior to 5:00 p.m. EST,

or, if not, the first City business day after the transmission.

#### VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ subcontractors without the advance written permission of the Chief Procurement Officer.
- B. Assignment of this Contract shall not be made without the advance written consent of the Chief Procurement Officer.
- C. The Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the Contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, [RECORDS@CITYOFORLANDO.NET](mailto:RECORDS@CITYOFORLANDO.NET), TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801**
- D. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the Chief Procurement Officer or designee.
- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- F. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).
- G. This Contract is a non-exclusive Contract between the parties. At the option of the Contractor, Contractor's Proposal to the DDB (including any subsequent amendments thereto or addendums to this Contract) may constitute a Proposal made under the same terms and conditions, for the same Contract price, to other governmental agencies including the State of Florida, and its agencies, political

subdivisions, counties and cities. Each governmental agency desiring to accept this Proposal, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this Proposal. The City and DDB shall have no liability or obligation for the actions and procurements of other agencies and make no representations or warranties regarding any other agencies ability to utilize this Contract or Contractor’s Proposal to the DDB attached hereto.

- H. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- I. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.
- K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto. In the event of any dispute or conflict between the provisions of this Contract and any exhibit or attachment hereto, the terms of this Contract shall control.
- L. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- M. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.

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**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT AND CONTRACTS DIVISION  
CITY OF ORLANDO, FLORIDA, AS AGENT  
THE DOWNTOWN DEVELOPMENT  
BOARD

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the Downtown Development FOR  
Board and the City of Orlando, Florida, only.

By: \_\_\_\_\_  
Chief Procurement Officer

Date: \_\_\_\_\_, 20\_\_

DAVID BILLINGSLEY, CPSM, C.P.M.  
Name, Typed or Printed

\_\_\_\_\_  
**ASSISTANT CITY ATTORNEY**  
ORLANDO, FLORIDA

Date: \_\_\_\_\_, 20\_\_

\*\*\*\*\*

CONTRACTOR

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title, Typed or Printed

CORPORATE SEAL

\_\_\_\_\_  
Name of Company, Corp., etc.

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Area Code/Telephone Number

STATE OF FLORIDA        }

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority, (e.g., officer, trustee, attorney in fact, etc.)) for \_\_\_\_\_ (name of entity/party on behalf of whom instrument was executed).

\_\_\_\_\_  
Signature of Notary Public – State of Florida  
Print, Type, or Stamp Notary Name: \_\_\_\_\_

(Affix Notary Stamp or Seal Above)

\_\_\_ Personally Known or \_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_



**EXHIBIT “A”**

**CONTRACTOR’S PROPOSAL**



# Augmented Reality-Enabled Mobile Platform

City of Orlando

November 02, 2020 | *Prepared by:* Carlos Carbonell

*Prepared for:* David Barilla

# Fee Summary

<b>One time Setup of Custom Branded iOS App w/ AR Capabilities</b>	<b>\$5,000.00</b>
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Echo will provide City of Orlando with a custom Augmented Reality reader mobile iOS application. At the core of the app's functionality is the ability to connect the physical world with engaging, enhanced experiences through the use of Augmented Reality (AR) and Mixed Reality (XR) tactics. These experiences can consist of short-form videos, custom animation, or 3-dimensional objects. Experience content is to be provided by City of Orlando or can be developed by Echo at an additional fee.

This initial set-up fee provides all of the core customization needed to deploy the Augmented Reality stand-alone app or an SDK style integration to your existing app. This includes:

- Custom branded elements (City of Orlando logo, colors, and other design elements)
- Minor UI changes to be consistent with City of Orlando's brand standards
- Push notification system and client management tool
- An "About City of Orlando" page (mobile site view)
- A "Contact" page (email page link)

<b>One time Setup of Custom Branded Android App w/ AR Capabilities</b>	<b>\$5,000.00</b>
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Echo will provide City of Orlando with a custom Augmented Reality reader mobile Android application. At the core of the app's functionality is the ability to connect the physical world with engaging, enhanced experiences through the use of Augmented Reality (AR) and Mixed Reality (XR) tactics. These experiences can consist of short-form videos, custom animation, or 3-dimensional objects. Experience content is to be provided by City of Orlando or can be developed by Echo at an additional fee.

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- Push notification system and client management tool
- An "About City of Orlando" page (mobile site view)
- A "Contact" page (email page link)

<b>Bundle of 6 AR Experiences (6 Products @ \$99.00/product)</b>	<b>\$594.00</b>
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**Bundled "Starter Pack" for initial Upload & Programming of 6 AR Experiences**

Programming and upload for each experience including image recognition and actual content is necessary (whether content is video, animation, 3-D content, etc). Each image needs to be paired with content and tested for viability. Issues such as contrast, quality and proportion should be taken into account and our team walks you through the process as well as ensures that content will work as intended.

A bundled cost for 6 experiences will be provided and thereafter, cost per experience will be \$99 per experience (invoiced upon approval and upload to hosting server).

(Cost may not include additional customization and depending on number of clickable buttons, external links, hotspots, video production, animation or 3D object development fees).

<b>Animation / 3D Objects</b> (30 Services @ \$100.00/service)	<b>\$3,000.00</b>
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Echo can provide Augmented content as requested.

Simple animations, motion graphics or vector art animations are \$100 per second and will be billed upon completion and prior to launch (or inclusion into the app experience).

3-D object modeling, complex animations, interactive links, purchasing capabilities (via native wallet applications), interactive forms, or other functionality can be added and are estimated per project.

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<b>Total</b>	<b>\$13,594.00</b>
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<b>License / Maintenance Fee</b> (12 Months @ \$1,000.00/month)	<b>\$12,000.00</b>
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Upon deployment, there is a software license fee (iOS and Android each) due monthly with a 12 month minimum. This fee covers the following:

- Monthly Software License
- Image and Content Hosting
- Maintenance & Support of Mobile Application
- Support of Push Notification System
- Support for Operating System (OS) updates including added features and OS compatibility: App compatibility will be kept up to latest operating system (prior to it's launch by platform provider, in this case, Apple and Google for iOS and Android respectively). App will be compatible to whichever previous operating systems are still also supported by Apple and Google and are able to run AR features.
- Monthly Metrics and Analytics Reporting (also available upon request):
  - Number of downloads per platform
  - Region / country of download origins report
  - Number of times AR experiences are activated

- Tracking within experiences (via link tracker)

One year term with additional multi-year extension option without price increase

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**Annual Maintenance Total** **\$12,000.00**

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**Grand Total** **\$25,594.00**

### On going Software Development Support

Resource Fees (Time & Materials) for mobile or web development and consultative services. The ability to expand resources is dependent on communication between Echo and City of Orlando. These services will be billed at \$125 per hour.

Sample resource breakdown with the potential for any of these to be a partially dedicated resources:

Software Development Technical Lead
Sr. iOS Developer
Mid. iOS Developer
Jr. iOS Developer
Business Strategist
Sr. Project Manager
Business Analyst
QA / QC
UI / UX Architect
Graphic Designer

## Payment Schedule

- App set up or customization costs are required prior to beginning work.
- Hosting costs billed upon release of app to App Store or App is live in any way (or can be paid up front).
- Any other costs billed upon approval by client.