



RFP-28-2010
Marketing Plan for Winter Park Central Business District

Date of Issue:
July 30, 2010

Pre-Proposal Conference:
August 12, 2010 @ 10:30a.m.
City Hall
401 Park Avenue South;
Winter Park, FL 32789-4386

Proposals Due:
September 9, 2010 by 10:00a.m.
City Hall
Attn: City Clerk
401 Park Avenue South – West Wing
Winter Park, FL 32789-4386

**All responses must be date and time stamped in at the City Clerk's Office
by 10:00a.m. on September 9, 2010 to be considered responsive.**

Proposals received by the City Clerk after the aforementioned date/time shall be returned unopened.

SECTION I

General Terms & Conditions

Obtain Documents

Bidders may obtain one set of bidding document forms from:

City Hall
Purchasing Division
401 Park Avenue South
Winter Park, FL 32789-4386
Purchasing@cityofwinterpark.org Phone: 407-643-1627

Documents are available for download at:

<http://www.cityofwinterpark.org/purchasing>

Pre-Proposal Conference

A non-mandatory Pre-Proposal Conference will be held in City Hall, 401 Park Avenue South, Room 200, Winter Park, Florida, at **10:30 a.m. on August 12, 2010**. The purpose of this Pre-Proposal Conference is to review the requirements and specifications for the above. All interested parties are encouraged to attend this meeting.

Responses Due

Sealed proposals will be received by the City Clerk in City Hall West Wing, 401 Park Avenue South, Winter Park, Florida 32789-4386, **until 10:00 a.m. on September 9, 2010**. It is the bidder's responsibility to assure that your proposal is delivered at the proper time to the City Clerk's Office. Proposals which for any reason are not so delivered will not be considered. All proposals received after the date and time specified will not be accepted.

At 10:30 a.m. on September 9, 2010 all proposals will be publicly opened and acknowledged in Room 200.

Pursuant to Florida Statute 119.071 (1)(b)1.a., sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 10 days after bid or proposal opening, whichever is earlier.

Preparation of Proposals

Proposals shall be made on unaltered bid forms furnished by the City, unless otherwise requested within the specification. Fill in all blank spaces and submit one (1) original clearly marked on the outside of the envelope – "**ORIGINAL**" and (5) five copies, clearly marked on their envelopes – "**COPY**".

Proposals shall be signed in ink with the name of the bidder typed below the signature. Where the bidder is a corporation, limited partnership, limited liability company, or other entity other than an individual, proposals must be signed by an authorized representative of the entity in ink, in longhand (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A bidder may be requested to present evidence of his, her, or its experience and qualifications and the entity's financial ability to carry out the terms of the contract.

Proposal Submittal

Proposals shall be submitted directly to the City Clerk's office in City Hall, West Wing, in an opaque, sealed envelope or box. Proposers shall affix the Sealed Proposal Envelope Label located on page 20 of this RFP document to the outside of their envelope or box.

Submit proposal in accordance with the instructions listed herein regarding time, place and date required. Responses received after the time requirement will NOT be opened and will NOT be considered for award. It is the sole responsibility of the respondent to be sure his/her response is delivered directly to the City Clerk's office by the required time and date, and that the response is properly sealed and labeled as required. The City will not be responsible for any bid/proposal delivered incorrectly or to the wrong address or location.

All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

Basis of Bids/Proposals

The words "BID" and "PROPOSAL" shall be interpreted to have the same meaning for purposes of these specifications, terms and conditions. Bidder will include all cost items; failure to comply may be cause for rejection. No segregated bids or proposals, or assignments will be considered. It is the intent of the City to promote competitive bidding. It shall be the responsibility of the bidder to advise the Purchasing Manager of any language, requirements, etc. or any combination thereof, which the bidder feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least 6-working days prior to opening date and time of the proposal.

Bid Prices

The bidder warrants by virtue of bidding that the prices, terms and conditions quoted in this bid will be firm for a period of ninety (90) days from the date of the bid opening unless otherwise specified by the bidder, and shall not be amended after the date and time of the bid opening. Any attempt by a successful bidder to amend said bid prices except as otherwise provided herein shall constitute a default.

Amounts specified herein are for fixed price work or products, including all prices for equipment, labor and materials required to perform the work or deliver the product(s) specified herein. The bidder, having familiarized itself with the local conditions, and conditions listed here, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception, for the proper execution and completion of the contract, and if awarded the contract, to complete the required work or deliver the required product(s) as specified within the bid/proposal package set forth by the City of Winter Park.

Invoicing & Payment

Unless otherwise agreed to by the City, payment terms will be thirty (30) days net from receipt of invoice unless an appropriate prompt payment discount is provided and accepted. Payment shall be made by the City only after the items awarded to a vendor have been received, inspected and found to comply with award specifications, free of damage or defect and properly invoiced, and the invoices is in all respects satisfactory to the City and appropriate for payment. All invoices shall bear the purchase order number or RFP number. Payment for partial shipments may not be made unless that is specified in the bid.

VISA Acceptance

The City of Winter Park has implemented a purchasing card program, using the VISA platform. Successful bidder may receive payment from the City by the purchasing card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment. Please indicate your ability to accept VISA in the space provided on the bid form.

Taxes

The City is exempt from Federal Excise and Sales taxes. Tax exemption number: State #85-8012621708C-8.

Mistakes

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all other instructions provided herein. **Failure to do so will be at the Bidder's risk.** The City is not obligated to give successful bidder extra payments for conditions which can be determined by examining the site and documents. In case of mistake in extended price the unit price will govern and the bidder's total offer will be corrected accordingly.

Contract Award

The City reserves the right to make award(s) by individual item, aggregate, or none, or a combination thereof; with one or more suppliers; to cancel the bid; reject any or all bids; or waive any minor informalities or technicalities in bids received, as may be deemed in the best interest of the City in the City's sole discretion; and reserves the right to award the contract to the lowest responsive, responsible bidder who submits a bid meeting specifications in a way deemed most advantageous to the City in the City's sole discretion. The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms and service reputation of the vendor in determining the most advantageous bid. The City reserves the right to make an award to more than one bidder.

Modifications and Withdrawals

Proposals cannot be modified after submitted to the City. Bidders may withdraw proposals at any time before the proposal public opening. **HOWEVER – NO PROPOSAL MAY BE WITHDRAWN OR MODIFIED AFTER THE PROPOSAL PUBLIC OPENING.**

Disqualifications

The City of Winter Park reserves the right to disqualify bids/proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the bidder. (See Non-Collusion Affidavit form). Bidder also warrants that no one was paid or promised a fee, commission, gift or any other consideration contingent upon receipt of an award for the services or product(s) and/or supplies specified herein.

Agreement

The resulting AGREEMENT or CONTRACT, which shall include these General and Special Conditions and all Amendments or Addenda issued by the City, contains all the terms and conditions agreed upon by all parties. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT/CONTRACT shall be deemed to exist or to bind either party hereto. All proposed changes must be submitted to the City in writing, and approved by the City Manager, Assistant City Manager and/or Commission in writing prior to taking effect.

Additional Purchases by Other Public Agencies

The vendor, by submitting a bid, authorizes other public agencies to "piggy-back" or purchase commodities or services being proposed in this bid solicitation at prices bid, unless otherwise noted on the bid sheet.

Use of Other Contracts

The City of Winter Park reserves the right to utilize (including but not limited to "piggy-backing") any applicable State of Florida contract, city or county governmental agencies contract or SICOP contract, if in the best interest of the City.

Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Section 287.017, *Florida Statutes*, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

In submitting a bid to the City of Winter Park, the bidder offers and agrees that if the bid/proposal is acceptable, the bidder will convey, sell, assign or transfer to the City of Winter Park all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Winter Park. At the City of Winter Park's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to bidder.

Certificate of Insurance

The successful bidder and any subcontractors of the vendor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City. The successful bidder shall submit certificates or other documentation evidence to the City with the signed agreement, attesting to insurance coverage for Worker's Compensation Insurance as required by the Florida Statutes, Public Liability, Property Damage Insurance, Professional Liability Insurance (when applicable) in the amount of \$1,000,000.00, and other requirements, as summarized on and in the amounts specified on the attached **Summation of Insurance Requirements**.

The City of Winter Park shall be named as an **ADDITIONAL NAMED INSURED** on all certificates and policies pertaining to this project. Insurance companies must be licensed to do business in the State of Florida with a Best's Key Rating Guide rate of no less than A. This information will be verified in the City's discretion, and it may be grounds for disqualification if the information is not in order.

Permits or Fees

Permits and the payment of related fees are required from the City of Winter Park within the scope of work in these specifications. Said fees paid for required building permits may be reduced by 33% for the City of Winter Park, only. Fees paid for trade permits including plumbing, electrical, gas, mechanical and demolition permits cannot be waived. The successful bidder is required to obtain the permits; however, the successful bidder may inform the Building Division they are under contract to the City, and request a reduction of the required fees as referenced above.

Payment of these fees does not relieve the successful bidder from the financial responsibilities or other requirements imposed by other governmental agencies relating to permits, licenses or fees which they may impose. This does not include waiving school impact fees or Competency Card License fee when applicable. The successful bidder is required to obtain all necessary inspections including building, plumbing, mechanical and electrical inspections and the Certificate of Occupancy must be obtained prior to occupancy as is required by the Winter Park Building Division. All other related Land Development Code requirements related to building projects must be observed including, but not limited to, landscape, irrigation, lighting and storm water provisions.

Termination/Cancellation of Contract

The City reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the bidder of any obligations for any deliveries entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the bidder of any obligations or liabilities resulting from any acts committed by the bidder prior to the termination of the contract.

Termination for Default

The City's Purchasing Manager or other City representative shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract, by regular mail (or otherwise) to the address provided by bidder in its proposal. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specified elsewhere in the solicitation, whether or not the bidder has received notice of those instances of deficiency. It shall be at the City's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God.

Termination for City's Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever a City representative shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery by regular mail (or otherwise) to the address provided by successful bidder in its bid of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, successful bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to successful bidder. Successful bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

Prohibitions

The bidder, his/her/its employees, subcontractors, and his/her/its employees are prohibited from unlawful drug or alcohol possession and the use, manufacture, or dispensation of controlled substances while at work and while traveling to or from work. If any employee reports to work under the influence of alcohol or drugs the employee shall be immediately removed from the City premises by the bidder. The contractor will be held responsible for any damages, loss or extra expenses caused by delays incurred by such actions. **See attached Drug Free Workplace Form.**

Indemnification

The successful bidder hereby agrees to indemnify and hold harmless the City of Winter Park, and its officials, representatives, agents, officers, and employees from and against all claims for infringement of any United States Patent and all other claims, damages, losses and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the successful bidder, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The successful bidder shall indemnify and hold harmless the City of Winter Park from and against any and all claims against the City, or any of its officials, representatives, agents, officers, and employees, by any employee of the successful bidder or of any subcontractor. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

Accidents & Claims

The successful bidder shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the City from all suits, claims and actions brought against the City or its officials, representatives, agents, officers, and employees, and all costs, damages, or liabilities to which the City or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work, or otherwise related to the project. See also **Summation and Insurance Requirements**.

Laws & Regulations

The successful bidder at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules and regulations which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the City of Winter Park against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

The successful bidder is assumed to have made himself/herself/itself familiar with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work. No plea of misunderstanding will be considered an excuse for the ignorance thereof. In the event any situation is brought to mediation or a court of law, the venue shall be the County of Orange, in the State of Florida, where all laws, regulations, ordinances, codes, and rules shall be used in the adjudication.

All responses, questions, conversations are public information including any literature or handouts at any subsequent presentations. All submittals are subject to the Florida Public Records Act, F.S. 119. The tender of a proposal authorizes release of all of your company's information as submitted.

Communications

To ensure fair consideration for all prospective bidders throughout the duration of the formal solicitation process, the City of Winter Park prohibits communication, whether direct or indirect, regarding the subject matter of the bid or the specifications by any means whatsoever (whether oral or written), with any City employee, elected official, selection committee member, or representative of the City of Winter Park, from the issuance of the specifications until the Commission makes the award. Communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid or any future bid.

The only exceptions to the foregoing rule are as follows: (1) an invitation to give an oral presentation to the selection committee is received; (2) any questions relative to interpretation of specifications or the bid process shall be addressed to the Purchasing Division, in writing, via fax (407-599-3448) or email (purchasing@cityofwinterpark.org). **No questions will be answered 7 or fewer business days from the date and time of the public opening.**

Addenda

When questions arise that may affect the bid/proposal, the answers will be distributed in the form of an Addendum, which will be posted on the City's web site. **It is the sole responsibility of the bidder to check the current solicitations web page at <http://www.cityofwinterpark.org/purchasing> for any addenda. The City will post addenda to this web page only, and will not issue written notification.**

All addenda must be acknowledged on the Signature Sheet to be considered responsive. Failure to acknowledge all addenda may result in the disqualification of the bid response.

Subcontractors

The successful bidder shall not employ subcontractors without the advance written permission of the Purchasing Manager or Project Manager. Assignment of the contract, or any portion of the contract, cannot be made without the advance written consent of the City's agent. No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City Manager, Assistant City Manager and/or Commission.

Fiscal Year Funding Appropriations

Specific 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 the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period (October 1 through September 30), at the time of contract. Payment and performance obligations for succeeding fiscal periods, and any renewals, are subject to appropriation by City Commission of funds prior to entering agreement.

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 may be cancelled by the City and the contractor will be entitled to reimbursement for the reasonable value of any nonrecurring costs incurred but not advertised in the price of the supplies delivered under the contract, renewal or otherwise recoverable.

Proprietary Information

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

Compliance

All companies doing business with the City of Winter Park must do so in the English language and make bids or other money quotations in U.S. currency. There shall be no customs, duties or import fees added to the cost shown in the quotation or bid. In the event of any legal disputes the laws of the State of Florida and, where appropriate, the United States of America shall prevail. Venue for any court proceedings arising out of or related to this bid or any resulting contract or purchase shall be in a court of competent jurisdiction in Orange County, Florida

Equal Opportunity Employment

The contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. Each employee of the contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (or most recent) (18 USC 4082)(c)(2).

Fair Labor Standards Act

Contractor is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

Unauthorized Aliens

The Owner shall consider the employment by Contractor of unauthorized aliens as a violation of section 274A(e) of the Immigration and Nationalization Act, as amended; and shall be considered a basis for determination by the City of a non-responsive bid. This requirement shall be contained in any contract executed pursuant to this RFP.

Indemnification and Hold Harmless

In addition to and without limitation of the foregoing provisions regarding protection of the City from liabilities if awarded a contract as a result of this Request for Proposal, you, the successful bidder, agree for good and valuable consideration, receipt of which is acknowledged by your submission of a bid, to protect, defend, indemnify and hold the City of Winter Park, its officials, officers, employees, representatives, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. You further agree to investigate, handle, respond to, provide defense for and defend any such claims, etc., at your sole expense and agree to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

Disclaimer of Liability

The City will not hold harmless or indemnify any respondent for any liability whatsoever.

Sovereign Immunity Reserved

The City reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, and specifically reserves and does not waive the defense of sovereign immunity.

SECTION II

Introduction

The City of Winter Park, through the Economic Development/CRA Department (ED/CRA), is interested in developing a marketing plan with the goal of creating a coordinated image and associated campaign for the Central Business District (downtown Winter Park) and the City. The goal of the plan is to highlight the features of our downtown with the result of attracting citizens, businesses and other entities to this area of our city and creating a brand identity throughout the Central Florida community.

Marketing Objectives

The City of Winter Park seeks a qualified and experienced professional individual or firm ("Consultant") to:

- 1) Create a *Central Business District Brand Identity* based on research, public input and information gathered from the ED/CRA;
- 2) Develop a Marketing Plan that will promote the Central Business District as a destination and attract visitors to enjoy our fine dining, shops, cultural amenities and events and;
- 3) Develop an Implementation Strategy that will guide the ED/CRA on the most appropriate avenues to reach out to the target audience in the area.

It is expected that the development and implementation of the marketing plan will:

- Create an image or brand specifically for the Central Business District
- Develop a supporting graphics package
- Develop a media placement strategy
- Identify target markets (i.e. consumers, tourism, private investments)
- Develop marketing material to specifically promote the Central Business District
- Develop a public relations campaign
- Identify communication vehicles for the community
- Develop an implementation strategy including a project budget, schedules and action items
- Develop a benchmarking system to determine the effectiveness of the strategy in the district

Summarized Scope of Work

Phase 1 – Market Investigation

The Scope of Work envisioned for Phase 1 includes the following:

- The Consultant will confirm marketing objectives and goals with ED/CRA.
- The Consultant will conduct strategic analysis including analysis of demographics, business trends, and Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis as the foundation for the marketing program and corresponding program areas.
- The Consultant will procure and analyze consumer, media and market research including demographics and psychographics. Additionally, the selected firm will incorporate pertinent information and research from the America's Research Group Study that will be provided by the ED/CRA attached as Appendix 1
- The Consultant and the City will hold at least two (2) public meetings to gather public input from citizens, businesses, interest groups, and key community players on the Central Business District's new image and brand.
- The Consultant will prepare a summary memorandum detailing the findings and recommend market positioning based upon overall research. The ED/CRA anticipates a two (2) month completion to finish the above needs.

Phase 2 – Brand Development

The Scope of Work envisioned for Phase 2 includes the following:

- The Consultant will develop at least two versions of a logo and corresponding tag lines that depict the Central Business District image developed from information collected from key players, meetings, and public meetings. The logo and tagline must not only be appropriate for placement on marketing and advertising materials, but can easily be incorporated into way finding signage and placement on Website pages. The City, with public input, will select the preferred logo and tagline provided by the Consultant.
- The Consultant will create collateral examples such as, brochures, posters, presentations, a media kit, design templates, and general CBD informational pieces and development of pieces for each market segment including copy and art. All creative products will be the sole property of the ED/CRA and the City of Winter Park
- The City of Winter Park's Communication Department must approve all media created that include the City or ED/CRA logo. The Consultant will provide copies of all media created for the ED/CRA to keep in-house and on file.

Phase 3 – Marketing Plan

The Scope of Work envisioned for Phase 3 includes the following:

- Upon the ED/CRA approved work of Phases 1 and 2, the Consultant will create and present a creative and comprehensive multi-year marketing plan that includes public relations, advertising and promotions including but not limited to: publications, earned media, paid media (print and broadcast), Web, social media and direct mail. The Consultant should utilize communications outlets and platforms now available through the City of Winter Park while also identifying new platforms.
- The marketing plan should include a recommended schedule and budget. The budget should clearly define all costs associated with a campaign. These costs include, but are not limited to the following: agency fees/account service, creative, advertising expense, production expense, public relations, printing and event expense. The ED/CRA will reserve the right to implement the marketing plan on its own, hire a third party, or retain the Consultant to implement the plan.
- Within the creative process for the Plan, the Consultant will evaluate all available media and provide recommendations for media mix, in terms of cost, reach, program development index, and fit.

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SECTION III

PROPOSAL FORMAT:

Proposers must respond in the format delineated below.

Please submit one (1) original along with five (5) exact copies for a total of six (6) responses and **one electronic copy on CD** for document management purposes. All responses, and copies, are to be submitted on 8 ½ x 11 inch paper, bound individually. If your response contains any information deemed confidential, provide an additional CD with a redacted version of your response labeled REDACTED. CD shall be in Microsoft Word, Excel, Power Point, or pdf – the most recent software version.

Each directive listed will require an individual index tab in your response package to indicate the information as requested is listed behind its specific tab. Any other information pertinent to the headings as listed herein may be added to the end of each section. However, required information must be listed first in each section. If further materials are necessary to complete your response and are not noted under any of the headings listed below, add a **TAB —X** tab to the end of your response with proper index as to the subject matter contained therein. Any Addenda are to be acknowledged on the Signature Sheet.

Failure to submit this information will render your proposal non-responsive. Each Section is to be preceded with a Tab delineating the information after the Tab.

Note: The City shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to the RFP. This Request for Proposals does not and shall not commit the City or their agents to enter into any agreement, to pay any costs incurred in preparation of the submittals or to procure or contract for services or supplies.

Table of Contents

Clearly outline and identify the material and responses by the tab and page number. Outline in sequential order the major areas of the responses, including enclosures. Tabs should be used to separate each tabbed section. All pages must be consecutively numbered and correspond to the table of contents.

Tab 1. Cover Letter

Provide a cover letter indicating your company's understanding of the requirements/scope of services/specifications of this formal solicitation. The letter must be a brief formal letter from the Proposer that provides information regarding the company's familiarity and interest in formulating a marketing program for the Winter Park Central Business District. A person who is authorized to commit the Proposer's organization to provide the good/services included in the response must sign the letter. Provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses.

Tab 2. Proposer's Experience

Indicate the firm's background in providing these services to governmental entities. If you intend to subcontract some of the proposed work to another firm, similar information should be provided for each subcontractor/sub consultant. Proposal should provide a detailed description of comparable projects (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five years. Please specify whether each project is completed or ongoing. The description should identify for each project:

- the client
- description of work
- duration of project
- contact person and phone number for reference
- the results/deliverables of the project

Where possible, list and describe those projects performed for similar size public or private entities, business districts, and any work performed for the City of Winter Park. Indicate specifically the members of the firm who will have primary responsibility for this project.

Tab 3. Qualifications of Project Staff

Provide the curriculum vitae of the team leader and key personnel being assigned to this project. Designate a team person that will have the primary responsibility of managing the day-to-day oversight of this account, indicating relevant qualifications and experience. Indicate the role that each of the key personnel will be playing in the development of the requested work products. Provide a resume for each. Provide an organizational chart for the team working on this project.

Tab 4. Work Plan

The proposal should include the process your firm will use to define a brand for the Central Business District and a description of all media services to be provided. It should provide a timeline of how long your firm will take to implement the phases described in this RFP. The proposal should identify challenges / obstacles foreseen in creating a brand and messaging for the Central Business District. Provide a description of the organizational approach your firm will use to assemble the multi-disciplined production team that will work on this project and other client and stakeholder advisory groups. Include initial branding/positioning concepts for the Central Business District. The Proposer is encouraged to provide additional information that the ED/CRA should consider to accomplish its objectives.

Tab 5. Cost

The proposal should provide your firm's proposed budget for undertaking:

- Phase 1 – Marketing Investigation
- Phase 2 – Brand Development
- Phase 3a – Marketing Plan
- Phase 3b – Marketing Plan with Firm's Implementation

The proposal should provide implementing each of these phases of the outlined Scope of Work. The proposal should also provide hourly staff rates if additional work is required under the contract.

Tab 6. References

Proposal should provide names, addresses, and phone numbers for a minimum of three (3) references, including municipalities or other business organizations that would be capable of confirming your firm's capacity to successfully complete the stated scope of your proposal. Please use included Reference listing form.

Tab 7. REQUIRED FORMS

Include fully executed **Signature Sheet, Drug Free Workplace Form, Non-Collusion Affidavit of Prime Respondent** in this section.

Tab X. MISCELLANEOUS

Attachments: A complete description of the equipment proposed and approaches covered shall be furnished with the proposal. Additional information, which the Proposer feels will assist in the evaluation, should be included.

Next Page

SECTION IV

EVALUATION PROCEDURE

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

CRITERIA

Firms submitting the required criteria will have their proposals evaluated and scored for technical qualifications. The following represent the principal selection criteria, which will be considered during the evaluation process.

Each proposal will be evaluated for full compliance with the RFP instructions to the Proposer and the terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is the most fully qualified based upon the herein described needs of the City. Responses will be scored and ranked in accordance with the weighting specified in the following table.

Evaluation Criteria		Maximum Points
1	Proposer's Experience	20
2	Qualifications of Project Staff	20
3	Work Plan	30
4	Cost	20
5	References	10
Total Points To Be Earned		100

Total Points to be earned are on a scale of 1 – 100 points, 1 = lowest, 100 = highest

Tentative Calendar of Events*		
1	RFP Issue Date	July 30, 2010
2	Pre-Proposal Conference	August 12, 2010 at 10:30 AM
3	Responses Due to City Clerk	September 9, 2010 by 10:00 AM
4	Selection Committee Meeting – Evaluation and Ranking	September 16, 2010 at 10:30 AM
5	Oral Presentations and Final Ranking	September 29, 2010 at 10:30 AM

*** All times, dates and actions are subject to change. All meetings are publicly posted and open to the public under the Sunshine Law.**

SELECTION PROCESS

The selection process is as follows:

1. The Selection Committee will evaluate all proposals which have been determined to be responsive.
2. The Selection Committee will then rank the proposals of those firms based on their submittals to determine a short list.
3. After oral presentations are conducted from the short listed firm(s), a post-presentation ranking will be conducted to determine the overall top ranked firm.
4. The Purchasing Division will prepare an agenda item for the award recommendation to the City Commission.
5. The City Commission of the City of Winter Park will make the final selection after considering the recommendations and rankings of the Committee. The City Commission's decision will be final.

Formal Oral Presentations/Interviews

The City shall conduct oral interviews with, or receive oral presentations from, two or more of the short listed firms. Oral presentations will be open to the public and will adhere to the following guidelines:

The City's Purchasing Division will establish the schedule and proposers will be notified at least five (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The City will allot equal time for each proposer divided into two sequential parts: formal presentations, and questions and answers.

Oral presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

RFP-28-2010
Marketing Plan for Winter Park Central Business District

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor and materials as required with this specification.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE _____ FAX: _____

ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the City's web site by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the bid response.

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

(print/type name as signed above): _____

DATE: _____

STATEMENT OF NO BID

City of Winter Park
Attn: City Clerk
401 Park Avenue South
Winter Park, FL 32789

We, the undersigned, have declined to bid on your Bid Number **RFP-28-2010 Marketing Plan for Winter Park Central Business District** - for the following reason(s):

- ☐ We do not offer this service\product.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Other _____

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified bidders of City of Winter Park.

Company Name _____

By _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address _____

Telephone Number _____

Toll Free Number _____

FAX Number _____

Date _____

DRUG FREE WORKPLACE FORM

The undersigned bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

(Authorized signature)

(Date)

(Print/type name as signed above)

NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT

STATE OF _____)
COUNTY OF _____)

_____, being duly sworn, deposes and says that:

- (1) He/she is _____ of _____,
Title Firm/Company
the respondent that has submitted the attached response.
- (2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Park, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

(Title)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(Signature of Notary Public)

(Name of Notary Typed, Printed or Stamped)
Notary Public

(Commission Number)

SUMMATION AND INSURANCE REQUIREMENT

OWNER: City of Winter Park, Florida
BID NUMBER & TITLE: **RFP-28-2010 Marketing Plan for Winter Park Central Business District**

ALL BIDS WILL BE
HELD FOR: 10 DAYS AFTER OPENING

GENERAL LIABILITY*

Bodily Injury: \$1,000,000.00, each occurrence
2,000,000.00, aggregate
Property: 1,000,000.00, each occurrence
1,000,000.00, aggregate
or
1,000,000.00, bodily injury
2,000,000.00, and property damage combined each occurrence

*Including: Premises-Operations; Independent Contractors; Products/Completed Operations, Personal Injury Liability; Fire Legal Liability. If the exposure exists, the following are required: Explosion & Collapse Hazard; Underground Hazard; Contractual & Broad from Property Damage.

Automobile Liability*

Bodily Injury: \$1,000,000.00, each person
1,000,000.00, each accident
Property Damage: 1,000,000.00, each accident or
1,000,000.00, bodily injury and property damage combined each occurrence

*Including: owned, hired & employer's non-owned vehicle(s)
Worker's Compensation: Statutory: as required by the state of Florida

Employer's Liability: \$500,000.00 each accident

No proposal will be considered unless the bidder is presently engaged in contracting work. Also, the contractor who is awarded the contract must have and produce an Occupational License authorizing them to conduct this type of business in the state of Florida, before construction is started. INSURANCE COMPANIES MUST BE LICENSED TO CONDUCT INSURANCE BUSINESS IN THE STATE OF FLORIDA WITH A BEST RATING GUIDE RATING OF A. All subcontractors must also have an Occupational License, before construction is started. **THE CITY OF WINTER PARK, FLORIDA, IS TO BE NAMED AS AN ADDITIONAL NAMED INSURED ON THE CERTIFICATE SUBMITTED TO THE CITY. INSURANCE CERTIFICATES WILL BE REVIEWED.** If not in order the bid may not be awarded. It is requested that the City be named as Additional Named Insured on Worker's Compensation and any Professional Liability coverage. Professional Liability Insurance is to be in the amount of \$1,000,000. Bid consideration will be given to the evidence of these insurance overages. All insurances are to be project specific to this contract, not a general umbrella insurance.

REFERENCE LISTING FORM

List a minimum of 3 references (other than the City of Winter Park) for similar projects and contracts, preferably governmental, which you have completed within the past 5 years. Prefer references close to the City of Winter Park, Florida location in the event a site visit is in order

- 1 CUSTOMER NAME: _____
 ADDRESS: _____

 TELEPHONE: (____) _____ FAX: (____) _____
 CONTACT NAME: _____
 DATE OF COMPLETION OF PROJECT: _____
 ORIGINAL AMOUNT OF PROJECT: \$ _____
 ENDING AMOUNT OF PROJECT: \$ _____
- 2 CUSTOMER NAME: _____
 ADDRESS: _____

 TELEPHONE: (____) _____ FAX: (____) _____
 CONTACT NAME: _____
 DATE OF COMPLETION OF PROJECT: _____
 ORIGINAL AMOUNT OF PROJECT: \$ _____
 ENDING AMOUNT OF PROJECT: \$ _____
- 3 CUSTOMER NAME: _____
 ADDRESS: _____

 TELEPHONE: (____) _____ FAX: (____) _____
 CONTACT NAME: _____
 DATE OF COMPLETION OF PROJECT: _____
 ORIGINAL AMOUNT OF PROJECT: \$ _____
 ENDING AMOUNT OF PROJECT: \$ _____
- 4 CUSTOMER NAME: _____
 ADDRESS: _____

 TELEPHONE: (____) _____ FAX: (____) _____
 CONTACT NAME: _____
 DATE OF COMPLETION OF PROJECT: _____
 ORIGINAL AMOUNT OF PROJECT: \$ _____
 ENDING AMOUNT OF PROJECT: \$ _____
- 5 CUSTOMER NAME: _____
 ADDRESS: _____

 TELEPHONE: (____) _____ FAX: (____) _____
 CONTACT NAME: _____
 DATE OF COMPLETION OF PROJECT: _____
 ORIGINAL AMOUNT OF PROJECT: \$ _____
 ENDING AMOUNT OF PROJECT: \$ _____

My company has been in this type of business for _____ years

State License Number: _____ expires: _____

Proposal Submission Label

Sealed Proposal Envelope Label:

The label provided below, with all appropriate information completed, should be used for the proper processing of the RFP submittal. The label will facilitate the City Clerk's Office to properly handle the sealed envelope without revealing the contents until the solicitation is opened.



SEALED PROPOSAL ENCLOSED

Company Name: _____

Company Address: _____

Company Telephone Number: _____

City of Winter Park
Attn: City Clerk's Office
401 Park Avenue South
Winter Park, FL 32789

Solicitation No: RFP-28-2010

Solicitation Title: Marketing Plan for Winter Park Central Business District

Solicitation Due Date & Time(EST): September 9, 2010 by 10:00a.m.