

# Request for Proposal



## RFP-8-2015 City Visioning

### Pre-Proposal Conference

City Hall Chapman Room  
401 South Park Avenue  
Winter Park, Florida 32789

**February 11, 2015 @ 2:00 p.m.**

### PROPOSAL DUE ATTENTION: CITY CLERK

City Hall East Wing  
401 South Park Avenue  
Winter Park, Florida 32789

**March 3, 2015 @ 2:00 p.m.**

**Sealed proposals must be received and time stamped by the City Clerk's Office on or before the date and time referenced above** either by mail or hand delivery. Any proposals received **after 2 p.m.** on said date **will not be accepted under any circumstances.** Official time will be measured by the time stamp in the City Clerk's Office.

**questions**

**Purchasing Division**

401 S. Park Ave. ■ Winter Park, FL 32789 ■ p 407-643-1627 ■ f 407-599-3448  
purchasing@cityofwinterpark.org ■ cityofwinterpark.org/purchasing



**SECTION I STANDARD TERMS & CONDITIONS**

**1. Obtain Documents**

Documents are available for download at:  
<http://www.cityofwinterpark.org/purchasing> select Active Solicitations.

If you experience any problems downloading the document, call 407-599-3267.

**2. Pre-Proposal Conference**

A Pre-Proposal Conference will be held in City Hall, 401 South Park Avenue, Chapman Room, Winter Park, Florida, at **2:00 p.m. on February 11, 2015**. 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.

**3. Responses Due**

Sealed proposals will be received by the City Clerk in City Hall East Wing, 401 South Park Avenue, Winter Park, Florida 32789-4386, **until 2 p.m. on Tuesday, March 3 2015**. It is the proposer'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 2:30 p.m., on Tuesday, March 3, 2015**, all proposals will be publicly opened and acknowledged in the Chapman Room. Pursuant to Florida Statute 119.071 (1)(b)1.a., sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation 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 an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**4. City is Not An Administrative Agency**

To the fullest extent allowed by law, the City of Winter Park is not an administrative agency subject to the formal solicitation procedures specified in Section 120.57(3), Florida Statutes, as it may be amended.

**5. Preparation of Proposals**

Proposals shall be made on unaltered proposals 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 (1) 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 or Adobe – the most recent software version.

Proposals shall be signed in ink with the name of the proposer typed below the signature. Where the proposer 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 proposer 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.



**6. Proposal Submittal**

Proposals shall be submitted directly to the City Clerk’s office in City Hall, East Wing, in an opaque, sealed envelope or box. Proposers shall affix the Sealed Proposal Envelope Label located on page 29 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 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 it 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.

**7. 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. Proposer will include all cost items; failure to comply may be cause for rejection. No segregated proposals, or assignments will be considered. It is the intent of the City to promote competition. It shall be the responsibility of the proposer to advise the Purchasing Division of any language, requirements, etc. or any combination thereof, which the proposer 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 seven (7) working days prior to opening date and time of the proposal.

**8. Submission of Supporting Documents**

The successful proposer shall furnish all required documents within ten (10) working days after notification of award. If the successful proposer fails to furnish the required documents within ten (10) working days, the City may withdraw the award and award to the next lowest responsive, responsible proposer.

**9. Proposal Prices**

The proposer warrants by virtue of proposing that the prices, terms and conditions quoted in this proposal will be firm for a period of ninety (90) days from the date of the public opening unless otherwise specified by the proposer, and shall not be amended after the date and time of the public opening. Any attempt by a successful proposer to amend said 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 proposer, 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 proposal package set forth by the City of Winter Park.

**10. Delivery**

All prices shall be F.O.B. Destination, Winter Park, Florida. Delivery date and warranties must be written out and submitted with proposals. We insist delivery dates, as specified, be met. There will be no additional charge for multiple delivery locations.

**11. 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 RFP.

**12. VISA Acceptance**

The City of Winter Park has implemented a purchasing card program, using the VISA platform. Successful proposer 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 proposal form.

**13. Taxes**

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

**14. Mistakes**

Proposers are expected to examine the specifications, delivery schedule, prices, extensions and all other instructions provided herein. **Failure to do so will be at the Proposer's risk.** The City is not obligated to give successful proposer 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 proposer's total offer will be corrected accordingly.

**15. 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 formal solicitation; reject any or all proposals; or waive any minor informalities or technicalities in proposals 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 proposer who submits a proposal 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 proposal. The City reserves the right to make an award to more than one proposer. The city reserves the right to demand additional information or clarification with respect to any proposal or submission from one or more proposers. Such request shall be furnished to all proposers. Failure to respond or to provide adequate information in response shall be grounds for disqualification in the sole discretion of the City. Information received upon such request for additional information or clarification may be relied upon by the City in determining the most advantageous proposal for purposes of making an award.

**16. Proposal or Contract Terms At Variance With This Document and the RFP or Specifications**

This formal solicitation expressly limits acceptance to the terms of this document. If the proposer submits a proposal that contains additional terms and conditions then, at the option of the City, it may award the contract to such proposer but without the contractual terms that were included in the proposal and which are inconsistent with or different from the language in this RFP, and the specifications and this document so long as the proposal is otherwise responsive to this document and the specifications with the inconsistent language stricken. The proposer hereby agrees that by making a proposal based upon this RFP, that any term or condition inconsistent with this document or the specifications shall be null, void and stricken by the City. Without limitation, the following contract terms and provisions shall be deemed inconsistent and will be stricken:

- a. Any provision that changes the venue for any type of dispute resolution to a location outside of Orange County, Florida.
- b. Any provision that applies the law of any jurisdiction other than the law of Florida.



- c. Any provision that provides for a dispute resolution method other than resolution in the court of appropriate jurisdiction and venue (although non-binding mediation in Orange County, Florida using a mutually agreed mediator will not be deemed inconsistent). Dispute resolution through arbitration or through any other tribunal court of appropriate jurisdiction and venue (in Orange County, Florida).
- d. Any provision that provides for attorneys' fees to the prevailing party in any litigation between or among the parties is inconsistent and shall be stricken.
- e. Any provision that limits the remedies and warranties available to the City of Winter Park under applicable provisions of Florida law shall be inconsistent and stricken. Although the Uniform Commercial Code and Florida law will allow for limitation of warranties and remedies, such limitations are also inconsistent with the intent of this formal solicitation and will be stricken from the contract if awarded.  
It is the intent of the parties that the City of Winter Park shall reserve all of its rights of warranty and remedies available to the fullest extent under Florida law, without limitation.
- f. Any provision that alters the risk of loss and/or FOB point of responsibility with respect to goods in transit that are inconsistent with the provisions of this document or the specification shall be inconsistent and stricken.
- g. Any provision that provides for the City of Winter Park to hold harmless and indemnify another party shall be inconsistent with this formal solicitation and stricken.
- h. Any provision that, to any extent waives, alters or modifies (or purports to do so) the sovereign immunity rights of the City of Winter Park shall be deemed to be inconsistent with this formal solicitation and shall be stricken.
- i. Any proposal that purports to establish a lien or security interest in any property sold by the vendor or any other property of the City shall be deemed unlawful and inconsistent with this formal solicitation and stricken.
- j. Any term that is proposed that would alter the rate of interest and terms for payment in a manner inconsistent with this formal solicitation shall be deemed to be stricken although to the extent the Florida Prompt Payment Act applies, that statute shall govern, with the City reserving all rights under such Act.

## 17. Modifications and Withdrawals

Proposals cannot be modified after submitted to the City. Proposers may withdraw proposals at any time before the public opening. **HOWEVER – NO PROPOSAL MAY BE WITHDRAWN OR MODIFIED AFTER THE PUBLIC OPENING** and shall constitute an irrevocable offer for a period of ninety (90) days to provide to the City the services set forth in this formal solicitation, or until one or more of the proposals have been awarded. If an RFP or RFQ procurement, including but not limited to a procurement under CCNA (s. 287.055), the City may negotiate a contract or purchase that deviates from the proposal submitted in the interest of the City.

## 18. Disqualifications

The City of Winter Park reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the proposer. (See Non-Collusion Affidavit form). Proposer 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.

## 19. Proposal Costs

Costs related to the preparation of a response to this formal solicitation are solely those of the proposer, and the City assumes no responsibility for any such costs incurred by the proposer.



**20. Protests and Purchasing Manual**

If a protest is filed, it shall be pursuant to Florida law (but not including any remedy in Chapter 120, Florida Statutes) and in accordance with the procedures outlined for protests in the City's Purchasing Policy & Procedures Manual. The Purchasing Policy & Procedures Manual is incorporated herein by reference and is available online. In the event of any inconsistency or ambiguity between the terms of the Purchasing Policy & Procedures Manual as compared with the terms of this document and the formal solicitation specifications at issue, the terms of this document and the formal solicitation specification at issue shall govern and control.

If a proposer prevails in a protest action, the City of Winter Park's liability shall be limited to reimbursement of the actual proposal costs (as defined in the section above entitled "Proposal Costs") proven to have been incurred and paid by the proposer. No other damages, including but not limited to damages for lost profits, lost business opportunity and/or compensatory or consequential damages of any type or special damages of any type shall be due to or recovered by the prevailing vendor in a protest, even if the contract is awarded by the City to another proposer, if the protester has failed to obtain an injunction against making such award.

Any party responding to a formal solicitation issued by the City, that contends that another proposer is disqualified from proposing for any reason, including allegation that the other entity is not legally qualified to respond or lacks appropriate visa or citizenship status, may also raise such issue through the means of a protest, and the protest shall be handled in the manner specified herein and in accordance with the terms of the Purchasing Policy & Procedures Manual and Florida law applicable to municipal protests. With respect to any assertion that another proposer is not legally constituted or lacks proper citizenship or visa status, the protesting party shall offer proof of such fact prior to the award of the contract, and such proof shall be subject to the requirements of admissible evidence under Florida law as determined by the City Attorney during the course of the protest proceedings.

**21. 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.

**22. 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in 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. The proposer shall provide a certification of compliance regarding the public crime requirements.

In submitting a proposal to the City of Winter Park, the proposer offers and agrees that if the proposal is acceptable, the proposer 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 proposer.



**23. Certificate of Insurance**

The successful proposer 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 proposer 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 selected proposer shall not commence work under any agreement until obtaining all insurance coverage under this section and until the City has approved such insurance.

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.

**24. 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 proposer 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 proposer of any obligations or liabilities resulting from any acts committed by the proposer prior to the termination of the contract.

**25. Termination for Default**

The City’s Purchasing Division or other City representative shall notify, in writing, the proposer of deficiencies or default in the performance of its duties under the Contract, by regular mail (or otherwise) to the address provided by proposer 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 proposer has received notice of those instances of deficiency. It shall be at the City’s discretion whether to exercise the right to terminate. Proposer shall not be found in default for events arising due to acts of God.

**26. 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 proposer in its proposal 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 proposer 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 proposer. Successful proposer 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.

**27. Drug Free Workplace**

The proposer, 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 proposer.



The contractor will be held responsible for any damages, loss or extra expenses caused by delays incurred by such actions. The proposer shall certify that the firm has a drug free workplace policy in accordance with Florida Statute 287.0878. Failure to submit this certification shall result in the rejection/disqualification of the proposal. **See attached Drug Free Workplace Form.**

**28. Indemnification**

The successful proposer 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 proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The successful proposer 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 proposer 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.

**29. Accidents & Claims**

The successful proposer 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.**

**30. Laws & Regulations**

The successful proposer 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 proposer 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 of any litigation or claim between the proposer/vendor on this formal solicitation and the City of Winter Park, including but not limited to any claim or litigation related to an agreement resulting from this formal solicitation process or any other type of dispute related to this RFP, the venue shall be in Orange County, Florida, where all laws, regulations, ordinances, codes, and rules of Florida and the City of Winter Park 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.





**31. Communications**

To ensure fair consideration for all prospective proposers 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 RFP 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 date of first publication or issuance of the specifications until the Commission makes the award. Communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the RFP or any future formal solicitation.

The sole exception to the foregoing rule is that any questions relative to interpretation of specifications or the formal solicitation process may be addressed to employees in the City’s Purchasing Division, in writing, via fax (407-599-3448) or email ([purchasing@cityofwinterpark.org](mailto:purchasing@cityofwinterpark.org)), and, the person sending the question agrees that the Purchasing Division may furnish a copy of the question to all other proposers and other persons who have registered an interest in responding to the formal solicitation. Questions of a material nature must be received no later than seven (7) business days from the date and time of the public opening.

**32. Addenda**

When questions arise that may affect the proposal, the answers will be distributed in the form of an Addendum, which will be posted on the City’s web site. All proposers should check the City’s website or contact the City’s Purchasing Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Addenda information will be posted on the City’s website at [www.cityofwinterpark.org/purchasing](http://www.cityofwinterpark.org/purchasing). Select Active Solicitations. It is the sole responsibility of the proposer to ensure he/she obtains information related to Addenda.

**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 proposal response.**

**33. Subcontractors**

The successful proposer shall not employ subcontractors without the advance written permission of the Purchasing Division or Project Manager. The successful proposer shall be fully responsible for the services and work provided by a subcontractor under the terms of this formal solicitation. The successful proposer agrees that any employee or agent of the proposer and any agent/employee of a subcontractor to the proposer shall be removed from the City jobsite or City premises upon request by the City Manager or designee. Such request will only be issued to remove a person if the City Manager or designee has a reasonable basis (as determined in his or her discretion) that the presence of such person on City property or at a City jobsite is not in the best interest of the City, or its employees, guests, visitors or citizens. Additionally, a person may be directed to be removed if the person is reasonably deemed to be under the influence of drugs or alcohol, or is behaving in any manner reasonably determined to be unacceptably disruptive or in violation of any criminal law.

**34. Assignability**

Assignment of the contract, or any portion of the contract, cannot be made without the advance written consent of the City’s agent.

**35. Waiver, Alterations, Consent and Modification**

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.



**36. 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.

**37. No General City Obligation**

In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

**38. 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.

**39. 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.

**40. Compliance**

All companies doing business with the City of Winter Park must do so in the English language and make proposals or other money quotations in U.S. currency. There shall be no customs, duties or import fees added to the cost shown in the proposal. 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 RFP or any resulting contract or purchase shall be in a court of competent jurisdiction in Orange County, Florida

**41. 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).

**42. 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.



**43. 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 proposal. This requirement shall be contained in any contract executed pursuant to this RFP.

**44. 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 Proposals, you, the successful proposer, agree for good and valuable consideration, receipt of which is acknowledged by your submission of a proposal, 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 claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character including, but not limited to, attorney's fees and other legal costs such as those for paralegal, investigation and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under this Agreement, 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, its agents, servants, officers, officials, employees or subcontractors. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, failure to act, malfeasance, misfeasance, conducts or misconduct, 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.

**45. Disclaimer of Liability**

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

**46. 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.

**47. Compliance with Occupational Safety and Health**

Proposer certifies that all material, equipment, etc. contained in this formal solicitation, meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the successful qualifier, and the material, equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the day of delivery, all costs, necessary to bring the materials, equipment, etc. into compliance with the aforementioned requirements shall be borne by the qualifier. Proposer certifies that all employees, subcontractors, agents shall comply with all O.S.H.A. and state safety regulations and requirements.

**48. Severability**

If any term, provision or condition contained in this Agreement shall to any extent, be held invalid against public policy, or otherwise unenforceable by a court of law, the remainder of this Agreement, or the application of such term or provision shall otherwise be fully enforceable.

**49. Public Records**

The proposer shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time-records and cost data shall be maintained in accordance with generally accepted accounting principles.



The proposer shall maintain and allow access to the records required under this section for a minimum period of five (5) years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.

The City reserves the right to unilaterally terminate this Agreement if the proposer refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the proposer in conjunction, in any way, with this Agreement.

In addition to the above, if Federal, State, County or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida or the County of Orange, or any representative, shall have access to any books, documents, papers, and records of the proposer which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

The proposer agrees to fully comply with all State laws relating to public records.

The proposer agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

**50. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**51. Lien**

No lien or security interest in any City property may be created in relation to this Agreement.

**52. Authority to Bind City**

No officer or employee has the authority to bind the City to the terms of this formal solicitation. A majority vote of a quorum of the members of the City Commission present at a duly noticed meeting held in accordance with Florida Statute 286.011 (the Florida Sunshine Law) shall be required to bind the City to the terms of this formal solicitation. This provision shall not apply to the extent that a particular procurement or type of purchase may be entered by the City Manager pursuant to an Ordinance of the City.

**53. Breach**

Notwithstanding any limitation of warranty or remedy, the City reserves all remedies available under Florida law in the event of a breach of the terms of this proposal. Without limitation it will be a material breach if the successful proposer delivers non-conforming goods or goods or services not reasonably fit for the intended purpose.

Notwithstanding any limitation of warranty, the successful proposer warrants that the goods, services, and products sold or provided to the City will be fit and useful for the intended purpose for which such products or services were sold or provided to the City and the successful proposer warrants that the goods and services are in conformance with the representation made during the formal solicitation process or are of a quality consistent with the prevailing standard for similar products and services in the commercial market.

**54. Dispute Resolution**

Dispute resolution shall be by litigation. Each party shall bear its own costs and fees.



**55. Solicitation**

Proposers, their agents, or associates shall refrain from contacting or soliciting any City staff or City Commission member directly or indirectly regarding this formal solicitation during the selection process. This “blackout period” will be as defined in the previous section entitled “Communications”, and begins with the date of first publication or issuance of the specifications for the solicitation and the blackout period ends when the City reaches a procurement decision. Failure to comply with this provision may result in disqualification of the proposer.

**56. Procurement Decision**

The City reserves the right to make an award consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. Additionally, the City reserves the right to reject all proposers and to re-solicit (or not) in its sole discretion. A decision to terminate the solicitation process may be made at any time before the City enters into a contract with a selected proposer.

**57. Scrutinized Companies**

Pursuant to Senate Bill 444, Laws of Florida Chapter 2012-104, and Section 287.135, Florida Statutes, the City will not contract with any entity that is on the Scrutinized Companies With Activities in Sudan List or the Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List, with respect to any contract for goods or services of \$1M or more. The City shall have the right to immediately terminate the contract/purchase in its sole discretion if the company is found to have submitted a false certification or it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List. And, if the company has submitted a false certification, then the City shall have the right to bring a lawsuit seeking civil penalties, damages, attorneys’ fees and costs as authorized by Section 287.135, Florida Statutes.

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**SECTION II SCOPE OF WORK**

**Introduction**

The city would like to conduct a community visioning process to develop a vision that is reflective of Winter Park’s diversity and is inclusive of all city residents and businesses. The city recognizes that a strong community vision represents the consensus of its citizens. This visioning process favors maximum inclusion throughout the community using as many methods of outreach possible to garner participation. A major focus of the visioning process is to educate the community about the visioning process, why individuals should participate, how the shared vision affects them and how the city will use the vision to guide its future. The firm selected must demonstrate outstanding creativity, detailed organizational skills and effective message delivery to maximize community participation and consensus building.

The City intends to create a Visioning Steering Committee made up of appointed representatives of the Winter Park community with the following mission: to oversee the work of the consultant selected to lead the city through the visioning process; to review and comment on all work products prior to public presentation; to coordinate and/or assist the consultant with community meetings and input; and to formally present the final visioning report to the City Commission. The consultant selected to lead this visioning process will coordinate agendas and work products with both the city and the Steering Committee to maximize the timeframe to complete this project. As part of the public outreach, the Steering Committee members should also receive the education necessary from the consultant to help run meetings and collect information from neighborhood groups and other stakeholder organizations to allow greater input.

In planning preparation for the visioning process, the city’s Community Development Department enlisted the help of the nonprofit Urban Land Institute (ULI) to conduct a Technical Assistance Panel (TAP). For reference, attached is the ULI TAP report that outlined their findings and recommendations.

**RECOMMENDED VISION SCOPE OF WORK**

**1. Mobilization**

***1.1. Project Kickoff***

- 1.1.1. Project management and team responsibilities
- 1.1.2. Data availability
- 1.1.3. Finalize project schedule
- 1.1.4. Confirm public meeting venues and responsibilities
- 1.1.5. Establish public outreach plan

**2. Public Engagement Process**

***2.1. Steering Committee Coordination Meeting***

- 2.1.1. Review vision process and Steering Committee roles and responsibilities
- 2.1.2. Confirm Steering Committee schedule
- 2.1.3. Establish neighborhood subcommittees as necessary
- 2.1.4. Discuss speaker options for kickoff and public forums
- 2.1.5. Confirm public outreach plan

***2.2. Implement Public Engagement Process***

- 2.2.1. Assist the city in implementing the public engagement process through preparation of documents and materials required to support the following public meetings.



- 2.2.2. Recommend and work with the city to implement the public outreach plan that will be used to inform the public of the visioning process, its progress and its results.
- 2.2.3. Assist the city in developing a survey of city residents and performing keypad polling of attendees at Steering Committee and district meetings.

### **2.3. Public Information Meeting (Kickoff Vision Project Open House)**

- 2.3.1. Introduce vision process and objectives
- 2.3.2. Introduce steering committee
- 2.3.3. Communicate vision schedule
- 2.3.4. Communicate public information plan and opportunities

### **2.4. Public Forum I (Where Are We Now? Where Are We Going?)**

- 2.4.1. Convey latest socio-demographic data/maps on Winter Park
- 2.4.2. Describe trend map(s) based on build-out scenario(s)
- 2.4.3. Breakout sessions to address SWOT analysis (strengths, weaknesses, opportunities, threats)
- 2.4.4. Summary of SWOT conclusions

### **2.5. Neighborhood and Character District Meetings**

- 2.5.1. Meetings with residents and stakeholders of each neighborhood or character district – to relate results of trend SWOT analysis and refine based on specific neighborhood or character district input (a minimum of twenty meetings).
- 2.5.2. Summary of citywide and district SWOT issues
- 2.5.3. Summary of SWOT analysis and district input
- 2.5.4. Assess Community Values — will be used to guide development of the vision and should address questions such as:
  - o What physical, social, cultural and other factors do Winter Park residents use to identify the city?
  - o What characteristics define a good quality of life for Winter Park residents?
  - o What are the neighborhoods and districts that form Winter Park? What are their functions and boundaries?
  - o What should each part of Winter Park physically look like in the future?
  - o How should the city function as part of the economic region?
  - o What are the overarching goals of the city relative to what its residents want to preserve, revitalize or redevelop?
  - o What actions are necessary for Winter Park to promote healthy community design?
  - o What five things would improve the city of Winter Park, and how should they be prioritized?

### **2.6. Community Forum II (Where Do We Want to Go?) Vision Scenarios**

- 2.6.1. Summary of community values assessment
- 2.6.2. Build-out scenario(s) based on neighborhood and character district input
- 2.6.3. Vision statement and strategic objectives
- 2.6.4. Keypad polling to gauge consensus

### **2.7. Community Forum III: (How Do We Get to Our Destination?) Vision and Action Plan Presentation by Steering Committee**

- 2.7.1. Summary of the vision plan
- 2.7.2. Recommended actions to achieve the vision
- 2.7.3. Recommended actions to monitor progress and make necessary adjustments
- 2.7.4. Recommended actions to market the vision



## **2.8. Steering Committee**

- 2.8.1. Prepare for and attend each meeting of the Steering Committee. The Steering Committee should meet prior to each public meeting to review the information to be presented and make suggested revisions and/or additions. Subcommittees of the Steering Committee may be developed to consider particular aspects of the vision. An additional meeting after the kickoff meeting may be necessary to further educate the Steering Committee regarding physical or economic conditions that may influence the vision.

## **2.9. Public Outreach Plan**

- 2.9.1. Recommend public outreach to be used to inform and solicit community feedback
- 2.9.2. Provide keypad polling or similar equipment to gauge community consensus at steering committee and community district meetings
- 2.9.3. Assist city staff in preparing survey questions to assess city values

## **3. Preparation of the Vision and Action Plan**

### **3.1. Data Collection and Analysis (Where Are We Now?)**

- 3.1.1. Assembly of latest socio-economic data to demonstrate current conditions in the city and comparison to other cities of similar size and location in the metropolitan area
- 3.1.2. Growth forecasts – Use the University of the Florida Bureau of Economic and Business Research (BEBR) and other sources to forecast probable growth in the city and how it will impact the demand for residential and non-residential development and the demand on key city infrastructure and services.

### **3.2. Trend Scenario Mapping, SWOT Assessment and Neighborhood and Character District Values Assessment (Where Are We Going?)**

- 3.2.1. Prepare a trend map for the city illustrating what build-out of the city may look like, including probable redevelopment scenarios. Use advanced visualization computer tools to demonstrate the trend map. This is not a land use plan and should use categories and vocabulary significantly different than those used in the City Land Use Plan.
- 3.2.2. Prepare a map of each neighborhood and character district in the city for use in district meeting and SWOT assessment.
- 3.2.3. Prepare PPT and appropriate handouts to inform citizens of the key data points and trend development scenarios.
- 3.2.4. Prepare for and facilitate Community Forum I.
- 3.2.5. Prepare for and facilitate neighborhood and character district meetings including refinement of SWOT and performance of values assessment.

### **3.3. Preparation of Draft Winter Park Vision Scenario(s) (Where Are We Going?)**

- 3.3.1. Prepare summary results of the SWOT analysis and the values assessment held in each of the neighborhoods and character districts.
- 3.3.2. Prepare the draft Vision Statement and Strategic Objectives for achieving the vision. The consultant will also prepare illustrations of what Winter Park would look like if the vision were achieved. These illustrations should use advanced visualization computer tools to demonstrate the trend map.
- 3.3.3. Facilitate Community Forum II to inform city residents of the results of previous tasks and to (using keypad polling or other similar assessment mechanism) assess consensus for the results of the SWOT, Community Values Assessment and Draft Vision.





**3.4. Preparation of City of Winter Park's Shared Vision and Action Plan (How Do We Get There?)**

- 3.4.1. Prepare the final draft of the city's Shared Vision and an Action Plan for assuring its achievement. The plan must include an analysis illustrating how the plan achieves the principle values for the city that resulted from the public engagement process and must include strategic objectives and benchmarks for achieving those objectives that allow the city to measure progress over time and make adjustments, when necessary. The plan must also include several illustrative concepts showing the results of neighborhood and public forum responses.
- 3.4.2. The Action Plan must address how the city will market the vision to assure that all decisions are being viewed through the context of consistency or realization of the Shared Vision.
- 3.4.3. Facilitate the final Community Forum III to inform city residents and stakeholders about the Shared Vision and Action Plan.
- 3.4.4. Preparation of a PPT executive summary of the Shared Vision for use by the city and key organizations to market the Shared Vision inside and outside the city of Winter Park.

**3.5. Presentation to City Commission**

- 3.5.1. Assist the Steering Committee and staff in the presentation of the Shared Vision to City Commission for its acceptance.

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**SECTION III PROPOSAL FORMAT:**

Proposers must respond in the format delineated below.

Please submit one (1) **original** and (1) 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 or Adobe – 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. 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 vision for the City of Winter Park and a description of all 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 vision for the City of Winter Park. 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 concepts. The Proposer is encouraged to provide additional information that the City should consider to accomplish its objectives.

**Tab 5. Cost**

The proposal should provide your firm's proposed budget for undertaking this project. 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 organizations that would be capable of explaining and confirming your firm's capacity to successfully complete the stated scope of your proposal.

**Tab 7. REQUIRED FORMS**

Include fully executed **Signature Sheet, Drug Free Workplace Form, Non-Collusion Affidavit of Prime Respondent, Local Vendor Preference Affidavit, & Copy of Business Certificate** in this section.

**Tab X. MISCELLANEOUS**

**Attachments:** Additional information, which the Proposer feels will assist in the evaluation, should be included.



**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	Approach to the RFP requirements	45
2	Proposer's company capabilities	35
3	Experience and references	10
	Local Preference	5
4	Pricing Proposal: Service fees	5
<b>Total Points To Be Earned</b>		<b>100</b>

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

Prospective proposers are prohibited from contacting any member of the Selection Committee, employee or public official (except the Facilitator) at any time during the formal solicitation process, up to the time of contract award. Any attempted contact may be grounds for disqualification.

Tentative Calendar of Events*		
1	RFP Issue Date	<b>January 28, 2015</b>
2	Pre-Proposal Conference	<b>February 11, 2015</b>
3	Responses Due to City Clerk	<b>March 3, 2015</b>
4	Selection Committee Meeting – Evaluation and Ranking	<b>March 18, 2015</b>
5	Oral Presentations and Final Ranking	<b>March 25, 2015</b>

**\* All times, dates and actions are subject to change. In accordance with F.S. 286.0113, portions of the meetings may be exempt from public meetings requirements. All interested parties are welcome to attend the non-exempt portions of the public meetings.**



## **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 held in accordance with F.S. 286.0113 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.



**SIGNATURE SHEET**

**RFP-8-2015  
City Visioning**

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.

- My company will accept the VISA credit card as a form of payment for our services rendered.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**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 response.

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

(print/type name as signed above): \_\_\_\_\_

DATE: \_\_\_\_\_



**STATEMENT OF NO RESPONSE**

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

We, the undersigned, have declined to propose on **RFP-8-2015 – City Visioning** 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 Response letter is not executed and returned, our name may be deleted from the list of qualified proposers 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 proposer, 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 contract 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 contract, 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 proposing 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.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public (Signature of Notary Public)  
(Name of Notary Typed, Printed or Stamped)  
\_\_\_\_\_  
(Commission Number)



## **Public Records Act/Chapter 119 Requirements**

Contractor/vendor agrees to comply with the Florida Public Records Acts to the fullest extent applicable, and shall, if this engagement is one for which services are provided by doing the following:

1. Contractor/vendor shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
2. Contractor/vendor shall provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Contractor/vendor shall insure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and
4. Contractor/vendor shall meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

The parties agree that if the contractor/vendor fails to comply with a public records request, then the City must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes. Notwithstanding any other requirement herein stated, the Contractor/vendor shall comply fully with the requirements of Florida Statutes 119.0701.

Acknowledged by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Date



## Insurance Requirements

Insurance Type	Required Limits
✓ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
✓ Employer's Liability	\$500,000.00 each accident, single limit per occurrence
✓ Commercial General Liability (Occurrence Form) patterned after the current ISO form	\$1,000,000.00 single limit per occurrence \$2,000,000.00 aggregate for Bodily Injury Liability & Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
✓ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City Of Winter Park, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of City of Winter Park.
✓ Automobile Liability	\$1,000,000.00 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.  \$2,000,000.00 each accident; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
Other	

Vendor shall ensure that all subcontractors comply with the same insurance requirements that he/she is required to meet. The same Vendor shall provide the City with certificates of insurance meeting the required insurance provisions.

The City of Winter Park must be names as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Park.


Thirty (30) Days Cancellation Notice required.



**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: \_\_\_\_\_

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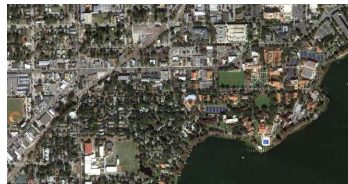
Company Telephone Number: \_\_\_\_\_

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

**Solicitation No: RFP-8-2015  
Solicitation Title: City Visioning  
Solicitation Due Date & Time(EST): March 3, 2015 by 2:00 p.m.**

# Winter Park Visioning

A Technical Assistance Panel  
for the City of Winter Park, Florida



October 2014  
Winter Park, Florida

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# Introduction

Winter Park has worked for years to maintain its reputation as an upscale community with million-dollar homes, a pristine chain of lakes, a thriving downtown shopping district, and a prestigious private college. But it's so much more than that.

The city represents a variety of neighborhoods, each with its own personality. These neighborhoods share many things in common beside ZIP codes, schools and roads. But there is one overriding element that binds them: a sense of pride in their community.

As Winter Park looks toward the next 20 years, its leaders want to craft a vision that all parts of the city can share — a vision that takes into account the rich diversity of the community and is inclusive of each area's residents and businesses.

To start that initiative, the city's Planning and Community Development division called on the nonprofit Urban Land Institute to conduct a Technical Assistance Panel (TAP). The panel's task was to determine how the city should undertake the initiative of creating a new vision for Winter Park. Who should be involved? How should the process be handled? How should the initiative and its results be communicated? Who should oversee the process?

The results of the TAP's research are the subject of this report.

## **What Are Technical Assistance Panels (TAPs)?**

Since 1947, the Urban Land Institute's (ULI) Advisory Services Program has been assisting communities by bringing together week-long panels of seasoned real estate, planning, landscape architecture, financing, marketing, and development experts to provide unbiased pragmatic advice on complex land use and development issues. Several years ago, the Florida District Councils began providing panel services of one or two days to address specific local government issues in areas such as housing, parking, redevelopment, and future land use development.

## **How Do TAPs Work?**

A sponsor requests the services of a TAP with regard to a specific issue that can be addressed by a panel of experts in one or two days. The District Council assists the sponsor in refining the scope of the assignment and convenes a panel to address those specific issues. The sponsor works within ULI guidelines to provide background information to ULI panelists prior to the panel's convening. When convened, members of the TAP view the subject site, hear from public and private stakeholders, and then deliberate on the assigned issues. At the conclusion of its work, the panel presents an oral report to stakeholders; that is followed by a written report within approximately six weeks. To ensure objectivity, panel members cannot be involved in matters pending before the sponsor, be working for the sponsor, or solicit work from the sponsor during the panel's assignment period. Panel members volunteer their services to the project.

## **Who Is ULI?**

ULI was founded in 1936 as a non-profit institute to facilitate the open exchange of ideas and information among local, national, and international real estate industry leaders and policy makers dedicated to creating better places. Today it has more than 32,000 members worldwide. The ULI does not lobby or act as an advocate for any single industry. It is committed to providing leadership in the responsible use of land and creating and sustaining thriving communities.

# Project Objectives

In September 2013, consulting firm WRT reported to city leaders that Winter Park's absence of a shared consensus on community vision is holding the city back from realizing its full potential. The firm issued a report, *City of Winter Park: Analysis of Potential Policy and Regulatory Impediments to Economic Development*, which made the following observations:

The 2009 Comprehensive Plan does not include a "community vision," which was encouraged in language introduced into Chapter 163 in 2005. Most of the interviewed stakeholders concede that no community vision exists, although several partial or focused visioning efforts have been conducted in the past. The results have been mixed for various reasons.

Some of WRT's interviewees doubted the likelihood of ever arriving at a consensus vision, due to perceptions that differences of opinion in the community run too deep. WRT does not share this worry. However, we view the lack of a collective community vision as one of the fundamental causes of conflict over the comprehensive plan.

The consulting firm expressed the importance of a vision statement, which it said would set a tone and provide a "destination" for the comprehensive plan that every citizen can understand. The report further stated:

WRT recommends that the city consider engaging in a community-wide visioning process in the next couple of years, prior to the deadline to decide on the next full comprehensive plan update. We believe it is important having a community vision statement as the cornerstone of a comprehensive plan because the vision represents the consensus of its citizens. Consensus does not imply unanimity, but a process where everyone's input is carefully considered and the outcome best meets the needs of the community as a whole.

Not everyone needs to agree with every aspect of a vision statement, but if the consensus building process is conducted effectively, individual interests, concerns and aspirations are tested against the best interest of the community. As people work through issues, they have their own needs reflected back to them against the context of the community needs, which encourages them to consider interests beyond their own. For this reason, a consensus vision requires less enforcement (less regulation).

Against the backdrop of that 2013 report, the ULI TAP asked city commissioners pointed questions about what it will take to build a consensus vision and how they would go about doing it. The commissioners serve at-large and represent a constituency with diverse interests, and the leaders themselves are diverse in age, professions and political experience. Although they were interviewed separately, the commissioners were in agreement on several objectives.

City leaders made it clear they did not expect the TAP to handle the visioning process during the one-day panel meeting. Instead, the city asked for strategic advice from the panel on how to proceed. The panel's report is intended to aid the city in creating a project scope for hiring a consulting firm that will oversee the visioning process.



# Methodology

The Technical Assistance Panel met Sept. 23, 2014, for a one-day session in Winter Park to explore the current situation and make recommendations on how the city should proceed. Panelists were chosen for their extensive experience with similar projects and their knowledge of how to build community consensus. They were not connected with Winter Park or the Orlando region and were not familiar with the city's history or the discussion over recent developments.

The panelists were:

**Bob Rhodes** (TAP Chair) – an attorney and real estate development consultant in Jacksonville who formerly served as Executive Vice President of the St. Joe Company and as St. Joe's General Counsel. He held similar positions with Arvida Corporation and Disney Development Company. Rhodes administered Florida's growth management program and served as counsel to the Speaker of the Florida House of Representatives and as Assistant Director of the Washington, D.C., office of the Council of State Governments. He chaired state commissions that developed and subsequently recommended revisions to the state's growth management program. He also chaired the Tallahassee-Leon County Planning Commission, Jacksonville's Downtown Development Authority and Economic Development Commission, the Trust for Public Land's Northeast Florida Chapter, the Northeast Florida Regional Community Institute and the Florida Bar Administrative Law Section and Environmental Land Use Law Section.

**Robert Karn**, AIA, LEED AP – a Design Principal for Consilium Urban Design and Architecture, based in the Boston area. He has worked on numerous urban design plans in the United States, the Middle and Far East and Europe, including urban design, campus and civic planning for new towns in India, university campuses on the Eastern Seaboard, and transit-oriented development in the Northeast. Prior to locating in Boston, Karn practiced for 10 years in Germany collaborating on the reconstruction of East Germany after the destruction of the Berlin Wall. He formerly served as the Director of Design and Planning for the Denver Partnership, a 501c3 responsible for the development of the Downtown Area Plan 2000, which included creation of a long-term transit and transportation strategy, a comprehensive open space system, and extensive land use modification to stimulate downtown housing. Karn is also a founding member and faculty at the Center for Sustainable Urbanism.

**Jeff Pearlman** – immediate past Mayor of Delray Beach, where he served on the City Commission from 2000-07, including four years as Mayor, and was a finalist for Florida Mayor of the Year and World Mayor of the Year. Under his leadership, Delray Beach gained national recognition for its renaissance. Among his accomplishments: a Downtown Master Plan, creation of the cultural plan, passage of the 2005 Parks Bond, and a vision for the Congress Avenue corporate/innovation corridor. He championed walkability, design, smart growth, downtown housing, and mixed-used development, helping Delray Beach become a model for other small cities. Pearlman currently is CEO of Community Ventures and Executive Vice President of Business Development for CDS International Holdings, a private equity firm with a wide range of real estate, consumer and philanthropic interests. He has served on dozens of corporate and nonprofit boards.

The TAP interviewed each of Winter Park's five elected city leaders individually, in compliance with Florida's Sunshine Laws that call for discussion of any city business by two or more officials of the same government body to be open to the public. Those city leaders were:

- Mayor Ken Bradley
- Vice Mayor Steven Leary
- Commissioner Carolyn Cooper
- Commissioner Tom McMacken
- Commissioner Sarah Sprinkel

Each elected official described a scenario and offered opinions about how to build consensus among Winter Park's varied constituents. The TAP observed that there was much more consensus among the commissioners than even the leaders themselves realized. The commissioners' ideas followed several main themes, and the TAP captured those in this report.

After the individual interviews, the panel considered its recommendations. Later that day, the city held a public meeting where the TAP could present its findings to the entire commission as well as residents and local business leaders. About 60 people were in attendance.

## Common Themes

Each of the five commissioners spoke with the panel about specific questions and concerns from residents and business owners who have very definite opinions about the city's future. Panelists listened intently, asked questions, and then collaborated to compile an outline of common themes they had heard from the city's leaders. The TAP shared those themes with the audience during the public meeting and served as significant steppingstones toward development of the TAP's final recommendations.

Among the themes:

### Gathering Input on the Vision

- **Favor a value-based visioning process vs. specific issues** – When seeking input from the community, the visioning process should ask people to define their vision, rather than seek their opinions on certain points such as housing density, building heights, zoning or other specific issues.
- **Favor maximum inclusion** – The process should include as many residents and business owners as it can, rather than choosing a sampling of representatives.
- **Offer a variety of ways to participate** – Different people will respond to different methods of outreach, leaders told the TAP. Some will answer only a mailed survey, while others will respond only if the survey is online. Some will engage through social media, and others will not connect to the effort unless someone knocks on their doors and invites them to a neighborhood cookout.
- **Educate the public about the visioning process** – At the beginning, the education will be about the process itself and how and why they should participate. It will evolve into educating them about how the shared vision will affect their lives and how the city will use it to guide future decisions. The process should help define for residents what a vision is and what it is not. For instance, a vision is not a comprehensive growth plan.

### Defining the Vision

- **Identify problems to be solved** – The vision should address what's causing today's concerns as well as tomorrow's opportunities. In the visioning process, it will help to give examples of how the vision could be used in the future to solve issues the city will face.
- **Separate vision** – Creating the vision separately from other initiatives, such as the comprehensive plan, will give the city more flexibility to apply it to future decisions across the board instead of just when dealing with development, growth, zoning or other specific types of issues.

- **Actionable steps/direction desired** – The consulting firm hired to handle the visioning process must outline specific actionable steps the city should take and what each of those steps is expected to accomplish.
- **Solid results from dollars spent** – The visioning process should produce results that show a solid return on investment. This process will be performed with taxpayer dollars, and the city's residents and business owners will want to know that those were spent wisely.

## Language / Messaging

- **Strategic direction** – The plan for conducting the visioning process should address why the city needs a collective vision so it can be explained to community groups.
- **Avoid bias** – In the visioning process, no one group, neighborhood or population segment is more important than any other. The process and the messaging cannot show bias for the residents in mansions over those in modest homes, or for longtime residents over new neighbors, or for businesses on Park Avenue over those on U.S. 17-92.
- **Avoid terms that are too “technical”** – The process must address participants in layman's terms to fully engage them. If it's too technical, it won't resonate and the results will be skewed toward only those who understand city planning jargon.
- **Drill down by neighborhoods** – To reach the maximum number of people for their input, the visioning process should actively solicit input from each neighborhood and address its specific needs. In some parts of the city, neighbors will have known each other for years and will be happy to get together to talk about their ideas. In other areas, people will have to be coaxed out of their homes with an event that allows them to get to know each other and have an inclusive discussion about the city's future.
- **Identify Winter Park's role in the region** – The vision has to create clarity on Winter Park's relationship to the rest of Central Florida. It can't be created and implemented in a geographic bubble. The city's unique position in the middle of the Orlando metropolitan area makes it completely different from municipalities that are more isolated on the outskirts. People drive into Winter Park every day to enjoy its features, and they also travel through the city on their way from one place to another.
- **Add visuals to make it understandable** – Include photographs and graphics to show examples of what Winter Park's residents consider desirable and not acceptable. The visuals will provide the context for understanding the choices residents will need to make for their future.

## Steering Committee

- **Commissioners as champions, but not “owners”** – The city's elected officials should not spearhead the visioning process. It must be conducted and viewed as nonpolitical and as a community effort rather than an edict.
- **Critical to visioning process** – Establish a steering committee to manage the visioning process.
- **Diverse and representative of city** – To engage the most people and incorporate the rich diversity of the community, the committee should be made up of people from all parts of the city and a variety of interests.

# Recommendations

Based on their conversations with the city's leaders, input from the community at the public hearing, and their experience with other communities, the Technical Assistance Panel made several recommendations for the city to move forward:

## **1) Handle the process of hiring a consulting firm as an RFP.**

The city should focus on bringing in the most qualified bidders with the most creative ideas for handling a project that is so vital to the very essence of Winter Park's future. Consulting firms should be asked, "What is your experience, and how would you handle this project?" In selecting a consulting firm, the city should not choose based on lowest price but on the best idea, and then negotiate with the firm to be sure to meet Winter Park's budget for the project.

## **2) Make the vision a values-based process.**

The vision is not a comprehensive plan for growth. Instead, it's a North Star that serves as a guide for future decisions. It looks at a bigger picture than the requirements for a comprehensive plan found in Chapter 163 of the Florida Statutes. It looks at what its citizens value today, what the city's challenges will be tomorrow, how today's values may need to change to allow the city to sustain itself in the future, and how those changes will need to be translated into specific actions.

The vision should address questions such as:

- What physical, social, cultural and other factors do Winter Park residents use to identify the city?
- What characteristics define a good quality of life for Winter Park residents?
- What are the neighborhoods and districts that form Winter Park? What are their functions and boundaries?
- What should each part of Winter Park physically look like in the future?
- How should the city function as part of the economic region?
- What are the overarching goals of the city relative to what its residents want to preserve, revitalize or redevelop?
- What actions are necessary for Winter Park to promote healthy community design?
- What five things would improve the city of Winter Park, and how should they be prioritized?

## **3) Make diverse citizen engagement a priority.**

One of the primary purposes of preparing a vision is to engage the entire community in a discussion of what everyone values and how that translates into what they want the future to look like and how the city wants to function in the future. To that extent, you should always refer to the vision as a "Shared Vision."

## **4) Create a Steering Committee to oversee the project.**

The visioning process should start with the selection of a "Steering Committee" by the City Council. The Steering Committee should be diverse in membership relative to geography, income and sectors of the city's economic and business interests. Commissioners should agree on a method for appointing Steering Committee members, such as three from each commission district.

Once appointed, the Steering Committee should look at each neighborhood and determine whether any could be combined because they are homogeneous in character. Additionally, the committee may want to identify “character districts” that cross neighborhood boundaries such as Fairbanks Avenue, U.S. 17-92, or other segments of road corridors.

No member of the City Commission should serve on the Steering Committee, and members of the Steering Committee should lead any meetings with the City Commission. The Steering Committee should elect a chair and vice chair to work closely with the city staff and the consulting firm.

The Steering Committee should hold at least one meeting in each neighborhood and character district, if established, to assure an understanding of the issues and gauge the community values from residents and stakeholders within the district. The Steering Committee may form subcommittees to address particular subject areas that go beyond any one neighborhood or character district.

The Steering Committee should meet prior to each public meeting to review the information to be presented and make suggested revisions and/or additions. An additional meeting after the kickoff meeting may be necessary to further educate the Steering Committee regarding physical or economic conditions that may influence the vision.

## **5) Organize the vision around answering four questions.**

1. Where are we now?
2. Where are we going?
3. Where do we want to go?
4. How do we get there?

In addition to the standard boilerplate that is included in an RFP relative to the information requested from the city, such as the criteria for submissions and evaluation, each proposal for the work should be structured around how the consulting firm would address these four key questions. This will assure that the city is addressing all the work required in the RFP and will provide a basis for comparison. Again, it's important that the city not provide too many details in the RFP as to the content required under each question. This will allow each consulting firm to demonstrate its own creative approach.

The city should specify that it wants the selected consulting firm to use advanced visualization/computer tools that will help residents and business leaders understand with great clarity what Winter Park's various neighborhoods and character districts can look like and how they will physically function in the future. These tools also integrate critical aspects of environmental and financial sustainability. This clarity allows communities to base their decisions on a solid understanding of the costs and benefits associated with physical implications of the city building decision-making process.

It seems Winter Park is an appropriate community to lead in the evolution and use of these innovative tools. The visualization tools can help the city emphasize community-wide objectives such as healthy community design, open space and transit connectivity, affordable housing, and sustainable densities. These tools can also demonstrate for the community the possibilities of alternative futures.

## **6) Determine the status of the vision and how it will be used.**

Once the city receives the work back from the consulting firm it hires for the visioning process, the city will have to determine whether and how it will be implemented. Will the vision provide advisory guidance on certain decisions? Or will it provide mandatory or binding direction? Some governments have incorporated this type of a vision into their comprehensive plans and apply it in development decisions. Others use a vision for strategic guidance. That will be up to the city to decide after the vision is completed.

# Recommended Vision Scope of Work

Based upon the preceding recommendations, the Scope of Work for the Winter Park Vision should include the following information and components.

## 1. Mobilization

### 1.1. Project Kickoff

- 1.1.1. Project management and team responsibilities
- 1.1.2. Data availability
- 1.1.3. Finalize project schedule
- 1.1.4. Confirm public meeting venues and responsibilities
- 1.1.5. Establish social media plan

## 2. Public Engagement Process

### 2.1. Steering Committee Kickoff Meeting

- 2.1.1. Review vision process and Steering Committee roles and responsibilities
- 2.1.2. Confirm Steering Committee schedule
- 2.1.3. Establish neighborhood and district subcommittees as necessary
- 2.1.4. Confirm character districts
- 2.1.5. Discuss speaker options for kickoff and public forums
- 2.1.6. Confirm social media plan

### 2.2. Implement Public Engagement Process

- 2.2.1. Assist the city in implementing the public engagement process through preparation of documents and materials required to support the following public meetings.
- 2.2.2. Recommend and work with the city to implement the social media program that will be used to inform the public of the visioning process, its progress and its results.
- 2.2.3. Assist the city in developing a survey of city residents and performing keypad polling of attendees at Steering Committee and district meetings.

### 2.3. Public Information Meeting (Kickoff Vision Project Open House)

- 2.3.1. Introduce vision process and objectives
- 2.3.2. Introduce steering committee
- 2.3.3. Communicate vision schedule
- 2.3.4. Communicate social media program and opportunities

### 2.4. Public Forum I (Where Are We Now? Where Are We Going?)

- 2.4.1. Convey latest socio-demographic data/maps on Winter Park
- 2.4.2. Describe trend map(s) based on build-out scenario(s)
- 2.4.3. Breakout sessions to address SWOT analysis (strengths, weaknesses, opportunities, threats)
- 2.4.4. Summary of SWOT conclusions

## **2.5. Neighborhood and Character District Meetings**

- 2.5.1. Meetings with residents and stakeholders of each neighborhood or character district – to relate results of trend SWOT analysis and refine based on specific neighborhood or character district input
- 2.5.2. Summary of district SWOT issues
- 2.5.3. Summary of SWOT analysis and district input
- 2.5.4. Assess Community Values — will be used to guide development of the vision and should address questions such as:
  - What physical, social, cultural and other factors do Winter Park residents use to identify the city?
  - What characteristics define a good quality of life for Winter Park residents?
  - What are the neighborhoods and districts that form Winter Park? What are their functions and boundaries?
  - What should each part of Winter Park physically look like in the future?
  - How should the city function as part of the economic region?
  - What are the overarching goals of the city relative to what its residents want to preserve, revitalize or redevelop?
  - What actions are necessary for Winter Park to promote healthy community design?
  - What five things would improve the city of Winter Park, and how should they be prioritized?

## **2.6. Community Forum II (Where Do We Want to Go?) Vision Scenarios**

- 2.6.1. Summary of community values assessment
- 2.6.2. Build-out scenario(s) based on neighborhood and character district input
- 2.6.3. Vision statement and strategic objectives
- 2.6.4. Keypad polling to gauge consensus

## **2.7. Community Forum III: (How Do We Get to Our Destination?) Vision and Action Plan Presentation by Steering Committee**

- 2.7.1. Summary of the vision plan
- 2.7.2. Recommended actions to achieve the vision
- 2.7.3. Recommended actions to monitor progress and make necessary adjustments
- 2.7.4. Recommended actions to market the vision

## **2.8. Steering Committee**

- 2.8.1. Prepare for and attend each meeting of the Steering Committee. The Steering Committee must be formed prior to beginning the public engagement process and at a minimum will include one representative from each of the defined districts. The Steering Committee should meet prior to each public meeting to review the information to be presented and make suggested revisions and/or additions. Subcommittees of the Steering Committee may be developed to consider particular aspects of the vision. An additional meeting after the kickoff meeting may be necessary to further educate the Steering Committee regarding physical or economic conditions that may influence the vision.

## **2.9. Social Media Plan**

- 2.9.1. Recommend social media to be used to inform and solicit community feedback
- 2.9.2. Provide keypad polling or similar equipment to gauge community consensus at steering committee and community district meetings
- 2.9.3. Assist city staff in preparing survey questions to assess city values



### **3. Preparation of the Vision and Action Plan**

#### **3.1. Data Collection and Analysis (Where Are We Now?)**

- 3.1.1. Assembly of latest socio-economic data to demonstrate current conditions in the city and comparison to other cities of similar size and location in the metropolitan area
- 3.1.2. Growth forecasts – Use the University of Florida Bureau of Economic and Business Research (BEBR) and other sources to forecast probable growth in the city and how it will impact the demand for residential and non-residential development and the demand on key city infrastructure and services.

#### **3.2. Trend Scenario Mapping, SWOT Assessment and Neighborhood and Character District Values Assessment (Where Are We Going?)**

- 3.2.1. Prepare a trend map for the city illustrating what build-out of the city may look like, including probable redevelopment scenarios. Use advanced visualization computer tools to demonstrate the trend map. This is not a land use plan and should use categories and vocabulary significantly different than those used in the City Land Use Plan.
- 3.2.2. Prepare a map of each neighborhood and character district in the city for use in district meeting and SWOT assessment.
- 3.2.3. Prepare PPT and appropriate handouts to inform citizens of the key data points and trend development scenarios.
- 3.2.4. Prepare for and facilitate Community Forum I.
- 3.2.5. Prepare for and facilitate neighborhood and character district meetings including refinement of SWOT and performance of values assessment.

#### **3.3. Preparation of Draft Winter Park Vision Scenario(s) (Where Are We Going?)**

- 3.3.1. Prepare summary results of the SWOT analysis and the values assessment held in each of the neighborhoods and character districts.
- 3.3.2. Prepare the draft Vision Statement and Strategic Objectives for achieving the vision. The consultant will also prepare an illustration of what Winter Park would look like if the vision were achieved. This illustration should use advanced visualization computer tools to demonstrate the trend map.
- 3.3.3. Facilitate Community Forum II to inform city residents of the results of previous tasks and to (using keypad polling or other similar assessment mechanism) assess consensus for the results of the SWOT, Community Values Assessment and Draft Vision.

#### **3.4. Preparation of City of Winter Park's Shared Vision and Action Plan (How Do We Get There?)**

- 3.4.1. Prepare the final draft of the city's Shared Vision and an Action Plan for assuring its achievement. The plan must include an analysis illustrating how the plan achieves the principle values for the city that resulted from the public engagement process and must include strategic objectives and benchmarks for achieving those objectives that allow the city to measure progress over time and make adjustments, when necessary.
- 3.4.2. The Action Plan must address how the city will market the vision to assure that all decisions are being viewed through the context of consistency or realization of the Shared Vision.
- 3.4.3. Facilitate the final Community Forum III to inform city residents and stakeholders about the Shared Vision and Action Plan.
- 3.4.4. Preparation of a PPT executive summary of the Shared Vision for use by the city and key organizations to market the Shared Vision inside and outside the city of Winter Park.

#### **3.5. Presentation to City Commission**

- 3.5.1. Assist the Steering Committee and staff in the presentation of the Shared Vision to city commission for its acceptance.



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