Request for Proposal:  
Update to the City of Clayton MO  
Comprehensive Plan  

October 23, 2019  

General Introduction  
The City of Clayton, Missouri (City) seeks consulting services to prepare an updated Comprehensive Plan. The new, updated plan will provide vision, goals, objectives, and policies to guide the City’s elected officials, property owners, developers, staff, and residents on the appropriate growth and redevelopment for Clayton. Consultants or a consultant team should have expertise in the areas of land use planning, transportation, urban design, parks planning, economics, and sustainability.  

It is anticipated that work will begin in early 2020 and the finished product will be adopted by the City in mid-late 2021.  

This RFP is a competitive bid to select a proposer that best meets the needs of the City based on qualifications, service, capabilities, price, as well as other factors. It is not a competitive bid based only on price. This RFP contains instructions governing the proposals to be submitted, the materials to be included, and the requirements that must be met to be eligible for consideration.
Background
The City of Clayton is recognized throughout the St. Louis metropolitan area for its outstanding quality of life. Clayton is nationally recognized as one of the best places to live in the country and offers a unique balance between a vibrant business community and premier residential living. Located just west of the City of St. Louis, Clayton is the hub of the metropolitan area and serves as the seat of St. Louis County. Within its 2.5 square mile geographical area, Clayton’s permanent population is 16,829, whereas its daytime population swells to over 44,000. The City offers a top rated school district and some of the finest residential properties in the region.

Clayton's central location and convenient access to several interstates place it within minutes of nearly anywhere in the region. Eighty-one percent of the City's land is dedicated to residential or park use. The downtown area combines 10,000,000 square feet of prestigious office space with the vitality of 1,000,000 square feet of neighborhood style retail and restaurant space. The City of Clayton has a positive impact on its residents, as well as the individuals who work, go to school, and find entertainment and recreation within the city limits.

Clayton is a home rule municipality and operates under a Council-Manager form of government. Policy-making and legislative authority are vested in a governing council consisting of six aldermen and a mayor. The Mayor and aldermen appoint the government’s City Manager, who then appoints the City’s department heads.

Current Plans
The City currently has two adopted plans: The Downtown Master Plan, adopted in November 2010, and The Clayton Master Plan adopted in 1975. In addition to these plans, the City has adopted several other plans. Previously commissioned plans are outlined below:

The “C the Future” Strategic Plan was developed in 2012 through a community-based strategic planning process. The Strategic Plan included a vision, four key performance areas, strategic initiatives, and action plans for the City.

* In 2020, the City will also be completing a new, separate Strategic Plan. This project shall be referenced and incorporated in the Comprehensive Plan.

* The City is also writing a Marketing Plan to be incorporated in conjunction with the Strategic Plan and to direct marketing and communication activities by laying out specific goals and strategies.

The Downtown Master Plan was updated in 2010. Consultants Sasaki Associates, Inc. in association with Economics Research Associates/AECOM conducted a retail and marketing study to revise the action plan for Downtown Clayton.

* Key events during the planning process included public input sessions, as well as meetings, hearings, and presentations to the Plan Commission, Economic
Development Advisory Committee, and Board of Aldermen.

* While the Downtown Plan has been used as a guide for some development, the new Comprehensive Plan should include an updated vision for the downtown area and provide direction toward future development while incorporating any relevant recommendations from the previous plan.

The Downtown Clayton Housing Study was developed in 2015. The intent of this report, conducted by Development Initiatives, was to assist the community of Clayton in its effort to grow its downtown residential market by analyzing possible demand for multi-family housing.

The Parks and Open Space Master Plan provided strategies for meeting Clayton’s recreational needs through the year 2017. The 2010 update to the Master Plan makes recommendations for sustainable advancements in citizen-well-being, park ecology, and economic development for the community by improving park infrastructure, providing habitat, enhancing connectivity, and creating multi-purpose amenities.

The Parking Need Assessment was commissioned on December 15, 2015. It includes a comprehensive inventory of existing parking, as well as an assessment of future parking needs and helps to define the challenges for those who park downtown.

The Bikeable-Walkable Communities Plan was commissioned in April 2009 by the cities of Clayton, Brentwood, Richmond Heights, and Maplewood in partnership with Trailnet. This joint bicycle and pedestrian master plan represents a coordinated effort on the part of these four cities to ensure that residents, especially bicyclists and pedestrians, can safely and conveniently travel in and around their communities.

Project Purpose
The purpose of this project is to create an updated City Comprehensive Plan that combines the Downtown Master Plan and the Master Plan, while including elements of Land Use, Transportation, Parks and Recreation, Open Space, and aspects of sustainability. The Comprehensive Plan should be derived from citizen and stakeholder input and provide a clear direction for future development policy and decisions. It should include factors that affect the long-term development of the City, City services, recreation facilities, city facilities, and transportation facilities. It is the City’s desire to have meaningful community participation in the preparation of the Plan and that the consulting team include substantial opportunities for citizen participation in the planning process.

The project should:
* Be comprehensive in the Plan’s coverage.
* Integrate the Plan with other city plans, programs and ordinances.
* Be innovative in the Plan’s approach.
* Be persuasive in the Plan’s communications.
* Be consistent across Plan components.
* Coordinate with the plans of other jurisdictions and levels of government.
Scope of Services:
The respondent(s) will have overall responsibility for the creation of the City’s Comprehensive Plan update, lead the Plan Update efforts and be responsible for the timely completion of the Plan update. All work shall be completed in accordance with applicable City standards and within the agreed upon timeline. This includes, but is not limited to, preparing and maintaining a detailed project timeline (the general timeline is expected to commence shortly after the new year in 2020 and is expected to last 15-18 months), conducting outreach for the Plan update, leading public hearings and other sessions/meeting presentations, conducting technical analysis with subsequent recommendations for the Plan update, and document creation.

Project Management:
The Respondent(s) shall prepare and submit to the City for approval a project management plan that specifies a schedule of work, the roles and responsibilities of the Respondent(s) and any sub-contractors, identifies specific work tasks, milestones, review/comment milestones and a public outreach plan. Additionally, Respondent(s) shall be available to participate in meetings at least every two weeks with the City’s Project Manager and meetings with specific City Departments, key stakeholders, and outside agencies, as necessary.

Coordination of City Departments:
The Respondent(s) will primarily coordinate with the City’s Planning Director for the Plan update. However, there are several other City Departments that have a vested interest in the outcome of the Plan update. A staff working group will be created and may include members from the following Departments: Parks and Recreation, Police, Public Works, Economic Development, etc., as well as the City Manager. The Respondent(s) will be responsible for running these meetings to coordinate input from these City Departments.

Coordinate of Outside Agencies:
The Respondent(s) will coordinate with outside agencies that provide services and/or expertise within the City of Clayton.

Coordination of Key Stakeholders and Residents:
The Respondents will coordinate with key stakeholders and residents from the community to provide input on the Plan update and the community vision. Consideration should be given to the possibility of establishing a citizen advisory taskforce or other committee that could be made up of representatives from existing Boards, residents, developers, the School Board, Universities, etc.

Coordinate of Public Outreach:
The Respondent(s) will coordinate and conduct public outreach for the Plan update. There will be a robust public participation process program, including surveys, an internet presence, public meetings, and topic-specific meetings, as necessary. The Respondent(s) shall seek diverse participation in the planning process; providing ongoing and
understandable information for all participants while using a variety of communications channels to inform and involve the community.

PLAN CONTENT:

The updated Plan will be a combination of elements and coordination with other plans as noted in **Project Purpose** (above) and should include the following:

**Detailed Plan for Public Engagement Strategies:**
* Research, contact, and engage with audiences ranging from small groups of stakeholders (elected officials, business owners, community leaders, neighborhood groups, etc.) to large events open to the public.
* Draft surveys and/or utilize online tools to distribute, collect, analyze, and report results.

**Plan for Performance Management:**
* Create metrics to monitor progress and outcomes.
* Integrate a mechanism for maintenance and updates at regular intervals.

**Community Needs Assessment:**
* Conduct a demographic analysis and market profile of the City in order to forecast the community’s interest and needs for long-range development and their implications on land-use patterns and public services planning.
* A market analysis should include a snapshot of existing market conditions for residential, commercial, office, and industrial development and identify opportunities for diversification and preparation for emerging growth industries.
* Research and identify unique qualities, geography, demographics, adopted planning studies/plans, and trends specific to the City that will affect Comprehensive Plan considerations for the future.

**Park and Facility Inventory and Assessment:**
* Review the current condition of Clayton’s parks, facilities, trails, open space, parking infrastructure and parks maintenance facilities.
* Identify Americans with Disability Acts (ADA) barriers to parks, facilities and services.

**Recreation Facilities & Programs Service Levels Assessment & Recommendations:**
* Provide an analysis of recreational facilities, programs, and services with a focus on comparing the existing resources, revenues generated, communities needs/wants, policies and standards. This analysis is critical for determining facility, programming, and revenue strategies necessary to meet the needs of users while sustaining and preserving facilities.
Capital Improvement Plan through 2030:
* Include a description, cost estimates, project duration estimate, and potential funding source for each infrastructure project required to implement the recommendations.

Financial Strategy Plan:
* Review and discuss existing funding mechanisms and cost recovery practices for programs and services; and recommend appropriate levels of cost recovery through fees. Recommendations should balance cost recovery with issues of affordability.
* Provide a thorough analysis of existing funding practices, sources of funds, and funding levels for city programs and services. Identify new or alternative sources of funds that might reasonably be developed to supplement existing funding methods; identify and discuss new funding practices that might present long-term funding stability.

Plan for Existing and Future Land Use:
* Create a Future Land-Use Plan with specific recommendations for zoning and infrastructure to support housing and economic development needs.
* Align Plan with Downtown Master Plan and Clayton Master Plan documents.
* Acquire additional Right-of-Way for infrastructure projects.

Recommendations for a Transportation Network:
* Analyze opportunities to create more walking/biking connectivity between schools, parks, neighborhoods, and businesses to relieve traffic and improve community health outcomes.
* Plan for an integrated pedestrian and bicycle trail system in order to connect the City of Clayton’s trails with Great Rivers Greenway trailheads and surrounding communities and institutions (e.g. schools).
* Review and update the Major Street Plan, by surveying existing streets, identifying potential street expansion or street diet projects, proposing capital improvement plans, and researching alternative funding.
* Consider adopting a level of service standard for different areas.

Study of Commercial Design Guidelines:
* Conduct surveys of existing commercial building styles as well as community preferences to produce goals for urban design standards.

Sustainability principles:
The following sustainability principles shall be incorporated into the updated Plan:

To foster a livable built environment, the Plan shall:
* Plan for multimodal transportation and mixed land-use patterns that emphasize walk-ability and bike-ability.
* Plan for transit-oriented development.
* Provide for Complete Streets serving multiple functions.
* Encourage design standards for commercial & mixed-use development appropriate to the community context.
* Implement green building design and energy conservation.
* Maintain and enhance the beautiful architectural features of the community.
* Enact policies to reduce carbon footprints.

To ensure a resilient economy, the Plan shall:
* Plan for a balanced land-use mix for fiscal sustainability.
* Improve transportation access to employment centers.
* Continue to develop and expand mixed-use residential development in the downtown
* Promote the City as a destination for high-quality office, local retail, and livability.

To ensure equity, the Plan shall:
* Provide recommendations to increase housing diversity with considerations for workforce housing and affordable rental housing.
* Increase workforce diversity and development.
* Emphasize ADA accessibility of City facilities.

To provide for community health, the Plan shall:
* Promote public safety.
* Support physical activity and healthy lifestyles.
* Provide accessible passive & active parks, recreation facilities, greenways, and open space near all neighborhoods.
* Ensure equitable access to healthcare providers, schools, public safety facilities, and arts and cultural facilities.

In order to plan regionally, the Plan shall:
* Coordinate local land-use plans with regional transportation investments, such as the Great Rivers Greenway.
* Development of an integrated pedestrian and bicycle trail system.
* Delineate designated growth areas that are served by transit.
* Promote regional cooperation and the sharing of resources.
* Enhance connections between local activity centers and regional destinations.
* Include regional development plans and visions in local planning scenarios.

Deliverables and Expectations:

Respondent(s) will develop and deliver a professional Plan update that the City can realistically implement to provide clear direction for development policy decisions, City services, and City projects for the next fifteen years. The scope of work for this update includes, but is not limited to, the tasks listed below to be detailed and agreed upon in the final contract with the selected Respondent(s).
The successful Respondent(s) will be responsible for a Plan that incorporates the following:

1. Indicates specific actions for implementation.
2. Connects Plan implementation to the capital planning process.
3. Connects Plan implementation to the annual budgeting process.
4. Establishes implementation indicators, benchmarks, and targets.

**Expectations**
The successful Respondent(s) will be responsible for a Plan that does the following:

1. Assesses strengths, weaknesses, opportunities, and threats.
2. Establishes a community vision of the future.
3. Set goals in support of that vision.
4. Sets objectives in support of those goals.
5. Defines actions to carry out the Plan.
6. Uses clear organization and compelling graphics to present the Plan.

**Project Timeline**
The following tentative schedule identifies the selection timeline. The schedule is subject to change as circumstances dictate or as determined necessary by or in the best interests of the City.

<table>
<thead>
<tr>
<th>Solicitation Schedule</th>
<th>Dates</th>
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<tr>
<td>RFP Available to Public</td>
<td>October 24, 2019</td>
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<tr>
<td>Sealed Proposals Due to the City</td>
<td>December 3, 2019</td>
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<tr>
<td>Respondent Interviews</td>
<td>January 9 and 10, 2020 (tentative)</td>
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<tr>
<td>Announcement of Successful Respondent</td>
<td>No later than 1 week after interviews</td>
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<tr>
<td>Contract Negotiations</td>
<td>No later than 1 week after announcement</td>
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<tr>
<td>Board Approval</td>
<td>January 28, 2020</td>
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<tr>
<td>Start Implementation</td>
<td>February 3, 2020</td>
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The City reserves the right to modify this schedule at its discretion. Notification of changes in the response due date will be posted on the City website or as otherwise stated herein. All times and dates are Central Standard Time. Respondents are expected to fully utilize the City’s website as a primary source of information before contacting the City with questions.

**Submission Guidelines & Requirements**
These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate both the Respondent(s) understanding of the City’s requirements and their approach to providing the products and/or services. An elaborate, expensive copy is not required, only the information that is essential should be submitted. Please limit the proposals to eight pages maximum. Neat, legible, and clearly stated information is adequate and will be used in the evaluation process. Supplier brochures may be included but may not be substituted for the information requested herein.

All proposals shall include and address the following items in the order listed below:

**A. Company Profile**
* Include a Letter of Transmittal that introduces the Company and includes an expression of the Company’s ability and desire to meet the requirements of the RFP: An original signature by an authorized individual able to bind the Company to all items in the Proposal, as well as the contact person for the Company and that person’s contact information is required.
* Include an Executive Summary that briefly describes the Company’s approach to meeting the City’s requirements as outlined in the RFP, indicates any major requirements that cannot be met, and highlights the major features of the Proposal.
* Complete Attachment 1, “Profile of the Company” which includes a potential conflict of interest statement and a list of cities for which the Company has recently provided services.

**B. Project Team**
* Provide a narrative describing the role of each assigned project team member assigned.
* Provide resumes for all personnel who will have major project responsibilities. Each resume must include the following:
  i. Name and title,
  ii. The project’s assignment or role that the person will fulfill in relation to this project,
  iii. The years of relevant experience with the Company,
  iv. The academic degree(s) achieved as well as the discipline covered and the year degree achieved,
  v. Professional registrations including the field of registration and year acquired,
vi. A synopsis of work experience, training, or other experience which reflects upon the individual's potential contribution to this project,
vii. An estimate of the percentage of work that each team member will contribute over the course of the project.
* Include an organizational chart of all members on the team.
  ○ During negotiations, it is possible for the City to amend the team members by requesting substitutes or recommending additional subcontractors.

C. Related Project Experience
* Describe experience working with municipalities to develop comprehensive plans within the last five years. For each project client include a contact name, phone number, and e-mail address.

D. Project Plan
* Describe the company's general approach and philosophy to comprehensive plan projects. What is a typical sequence of work for a project of this nature? What are the typical milestones, key dates, and number of meetings?
* Recommended list of items you plan on delivering with a list of additional alternative options.
* Describe the communication methods that your company will use to ensure project expectations are met.
* Explain what distinguishes the company from others in the field and what makes the company a good candidate to work with the City.

E. Proposed Innovations
* The Company may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the City with better service delivery. Discuss any ideas, innovative approaches, or specific new concepts included in the proposal that would provide benefit to the City.

F. References
* Provide a portfolio of five to eight references of projects with similar requirements to those outlined in this RFP. At least one reference should include a contract with a city similar in size and population to Clayton.

G. Cost of RFP Preparation and Submission
* Any costs incurred by the agency in preparation or submittal of the RFP are the company's sole responsibility. All responses, inquiries, or correspondence relative to or in reference to this RFP, and all other reports and documentation submitted by the agency will become the property of the City of Clayton.

Downgrading or Disqualifications
The following are cause for downgrading or disqualification, depending on the circumstance:
* The company fails to deliver a response by December 3, 2019.
The company fails to meet one or more requirements of the RFP.

The company limits the rights of the City.

The company fails to include information necessary to substantiate that it will be able to meet a need of the City.

The company fails to respond to the City’s request for information, documents, or references.

The company makes contact to any employee or official of the City without explicit permission of Susan M. Istenes, AICP, Planning Director 314-290-8459.

**Foundation for Review and Selection**

The City will perform a preliminary evaluation to determine whether each Proposal is responsive to this RFP immediately after receiving the Proposals. A committee of approximately 5 will conduct the initial selection process. A committee of approximately 9 will conduct interviews and make a final recommendation to the Board of Aldermen.

The City will be evaluating the Proposal based on, but not limited to, the following selection criteria:

- The professional and ethical reputation of the company.
- The company’s demonstrated qualifications and expertise in performing the services required.
- The qualifications and experience of the staff that will oversee the project.
- Overall knowledge of opportunities, strengths, threats, and weaknesses of the City.
- The extent to which the services offered most closely match the City’s needs.
- The past record of performance with city projects with respect to quality of work, control of costs, and ability to meet schedules.
- References from past clients.
- Fair and reasonable cost of services.

The review and selection of the company shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation. The City of Clayton, Missouri is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

**Indemnification and Insurance**

The Company shall indemnify, save, and hold harmless the City of Clayton, Missouri, its departments, elected officials, officers, employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Company or its employees, agents, subcontractors, or assignees pursuant to the terms of the agreement resulting from this Request for Proposal. The Company’s obligation to indemnify and hold harmless shall remain in effect and shall be binding on the Company whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.
The Company shall purchase and maintain, at its expense, in full force and effect, the following insurance coverage with an insurance carrier acceptable to the City. The policy shall be endorsed to cover the contractual liability of the agency under the General Conditions. The Company and any Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

The Company shall, at its expense, procure and maintain at a minimum for the duration of the Project and through the correction period stated in the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating of A-IX or higher:

A. **Workers’ Compensation and Employers Liability Insurance.** The Company shall carry statutory Workers’ Compensation Insurance and Employer Liability Coverage in compliance with Missouri State law.

B. **Commercial General Liability Insurance.** The Company shall carry Commercial General Liability Insurance written on ISO Occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Company, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

1. Premises and Operations
2. Products and Completed Operations
3. Contractual Liability insuring the obligations assumed by the Company under this Contract
4. Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Company’s project under this Agreement. Completed Operations coverage must be maintained for the correction period provided by the agreement.

**Limit of Liability.** The Commercial General Liability policy limits shall not be less than:

- $2,900,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
- $2,900,000 Aggregate for Products/Completed Operations
$2,900,000 Personal Injury/Advertising Injury
$2,900,000 General Aggregate (must provide endorsement ISO CG 25 03 or equivalent to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured. The Owner, all its departments, elected officials, officers, employees, and agents shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 (2004 edition) or substitute providing equivalent coverage. If additional insured status is required for a correction period, then CG 20 37 (2004 edition) or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage. The Company's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Owner shall be excess only and will not contribute with Company's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

C. Business Automobile Liability Insurance. The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, leased, hired and non-owned vehicles. The limit of liability should be at least $2,900,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its departments, elected officials, officers, employees, and agents, as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Company's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the insurance certificate.

D. Professional Liability Insurance. The Company shall purchase and maintain insurance with a limit of at least $2,900,000 for each claim and $2,900,000 Annual Aggregate.

E. Umbrella Excess Liability. The Company should provide an umbrella excess liability policy that will provide a minimum of $2,900,000 per occurrence/$2,900,000 aggregate over the employers' liability, commercial
general liability and automobile liability coverages. This policy should “follow-form” of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be $2,900,000 per occurrence/$2,900,000 aggregate.

F. **Waiver of Subrogation.** The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its departments, elected officials, officers, employees, and agents.

F. **Certificates of Insurance.** As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Company to the Owner before any Work under the Agreement is commenced by the Company.

The certificate(s) of insurance and the insurance policies required shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the City of Clayton, Missouri, ATTN: Risk Manager, 10 N Bemiston Avenue, Clayton, MO 63105.

Owner shall have the right, but not the obligation, to prohibit the Company or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. Copies of all additional insured and waiver of subrogation endorsements should accompany the certificate.

Failure to maintain the insurance required herein may result in termination of the Agreement at Owner’s option. In the event the Company does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner, and charge the Company for the cost of that insurance. The required insurance shall be subject to the approval of the Company, but any acceptance of insurance certificates by the Company or Owner shall in no way limit or relieve the Company of their duties and responsibilities in this Agreement.
G. **Copies of Policies.** The Company shall furnish a certified copy of any and all insurance policies required under this Agreement within ten (10) days of Owner’s written request for said policies.

H. **Subcontractors.** The Company shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. The Company shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors’ commercial general liability and business automobile liability insurance shall name Owner as Additional Insureds and have the Waiver of Subrogation endorsement added.

I. **Other Insurance.** The Owner may require insurance coverage in excess of the types and amounts required in the Exhibit. The Company shall attempt in good faith to obtain quotes for such additional coverage and provide them to Owner for review. The Company shall purchase any such additional insurance as may be requested by the Owner in writing. Owner shall pay any additional premium for such additional coverage.

**Public Record**
Due regard will be given for the protection of proprietary information contained in all Proposals received. However, companies should be aware that all materials associated with the procurement are subject to the terms of the Missouri Sunshine Law and all rules, regulations, and interpretations resulting there from. Proposals containing data that the Company does not want used or disclosed for any purpose other than evaluation of the Proposal may be restricted, provided the Company marks the cover sheet of the Proposal with the following: “Technical data contained with the attachments is furnished in connection with the Request for Proposals of the City and shall not be used nor disclosed except for evaluation purposes, provided that, if the City and Company enter into an Agreement as a result of or in connection with the submission of this Proposal, the City shall have the right to use or disclose technical data to substantiate its decision to enter into an Agreement.”

The above restriction does not limit the City’s rights to use or disclose, without the Company’s permission, any technical data obtained independently from another source. Proposals shall not contain any restrictive language other than the above. Proposals submitted with restrictive language or statements which differ from the above will be treated under the terms of the above legend. The City assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.
**Right of Refusal**
Those who chose to submit are cautioned that this is a Request for Proposals, not a Request for Contract. The City reserves the right to reject any or all proposals and to waive any informalities and minor irregularities in the proposal received. The City, in its sole discretion, will determine whether an irregularity is minor.

The City reserves the right to decline any or all Proposal submissions or to cancel the RFP, in whole or in part, at any time prior to making an award for any reason or for no reason without liability being incurred by the City to any Company for any expense, cost, loss or damage incurred or suffered by the Company as a result of such withdrawal.

**Applicant Interviews**
After a thorough review of the submissions that meet the qualifications and warrant interviews, the City will contact the applicants for a team interview. During the interview phase, companies will provide further detail of their qualifications, work plan, innovative approach, key personnel, cost, and their ability/expertise to furnish the services required for this project. Teams selected for onsite interviews must include their Project Manager as part of the interview team. This Project Manager will be identified in the RFP response, and it is the expectation of the City that this Project Manager will lead the actual implementation if a contract is awarded. All cost associated with the interviews shall be at the expense of the Company. Interviews will be held at Clayton City Hall, 10 N. Bemiston Avenue, Clayton, MO, 63105.

**Additional Conditions**
* The submission of a Proposal shall be clear evidence that the RFP respondent(s) has full knowledge of the scope, nature, quantity, and quality of the work to be performed.
* The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
* Any explanation or statement that the Company wishes to make must be contained within the Proposal but shall be written separately and independently of the Proposal itself and attached thereto. Unless the Company so indicates, it is understood that the Company has made its Proposal in strict accordance with the RFP terms.
* The information contained herein is provided solely as a guideline for respondents; the content is not guaranteed or warranted to be accurate, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve respondents from forming their own opinions and conclusions in respect to the matters addressed in this RFP document.
* Any information given to a respondent concerning the RFP will be furnished to all respondents as an addendum to the RFP if, in the City’s sole discretion, such information is deemed necessary to all respondents in submitting proposals in response to the RFP or if the lack of such information would be prejudicial to uninformed Companies.
* The City reserves the right to modify the specifications prior to the proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the City.
* The City may accept one part, aspect, or phase, or any combination thereof, of any proposal unless the respondent specifically qualifies its offer by stating that the proposal must be taken as a whole.
* Initial proposals may not be withdrawn for 90 calendar days from the due date for proposals except with the express written consent of the City.

**Contract Negotiations**

After selection but prior to contract award, the City reserves the unilateral right to negotiate any aspect of the proposal or proposed contract in any manner that best serves the needs of the City and is within the scope of the solicitation. Subject to successful negotiations and approval by the Board of Alderman, a contract will be issued to the selected Company.

Final contract negotiations will require the selected Company to proceed with the development of a Scope of Work and costs for all components of the project. If the Company fails to provide the necessary Scope of Work and cost information for negotiations in a timely manner, does not negotiate in good faith, or cannot perform the Contract for the Project, the City may terminate negotiations with that Company and commence negotiations with the next ranked Company.

The City may accept any Proposal as submitted whether or not negotiations have been conducted between the parties.

Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the City.

**Award**

The City intends to select the successful Company after a thorough evaluation of all the proposals submitted. The City reserves the right to negotiate with the successful Company or elect not to select any Company.

The Contract will be awarded to that Company whose proposal will be most advantageous to the City based on conformity to the RFP, reputation of the Company, and the other factors listed in this RFP. The award will be subject to approval by the City Board of Alderman. The City shall not be obligated to explain the results of the evaluation process to any Company.

The City reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of the City, the successful Company is unable or unwilling to enter into a form of Agreement satisfactory to the City. The City shall be entitled to do so without any liability being incurred by the City to the Company.
Miscellaneous
If selected, the Company must warrant, represent, and certify that in connection with this RFP, the following requirements have been met:

* The Company agrees that all persons working for or on behalf of the Company whose duties bring them upon the City property shall obey the rules and regulations that are established by the City and shall comply with the reasonable directions of the City Staff.
* The Company agrees to not unlawfully discriminate against or harass any employee or applicant for employment because of race, religion, color, national origin, sex, gender, age or disability, or any other protected status or activity.
* No attempt has been made or will be made by the Company to influence any other person or company to submit or not to submit a proposal for the purpose of restricting competition.
* In the event additional services beyond the scope of the RFP appear to be required, requests of these services and cost thereof must first be approved by the City and specifically included in the Agreement before the additional services are performed; otherwise, no payment will be due for such services.

Delivery of Proposals
If the Company desires to present its proposal it shall submit four copies of its proposal (eight maximum) on an unaltered copy of the form provided in this specification, dated and signed by a properly identified officer of the company. Submittals must:

* Include a complete explanation of the services being proposed.
* Be submitted no later than date/time specified in this RFP.
* Please insert proposals in sealed, opaque envelope marked and addressed as follows:

PROPOSAL FOR: City of Clayton Comprehensive Plan

ADDRESS TO: Susan Istenes, AICP, Planning Director
10 N. Bemiston Avenue
Clayton, MO 63105

Show company name and address in upper left-hand corner of envelope.

Proposals may be modified or withdrawn by written notice or in person by the Company or its authorized representative, provided its identity is disclosed on the envelope containing the proposal and such person signs a receipt for the proposal, but only if the withdrawal is made prior to the submission deadline. Electronic or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted. Upon request, qualified finalists must make themselves available for interviews in
connection with the evaluation of the proposal. The City is not responsible for lateness or non-delivery by the US Postal Service or other carriers to the City. The time and date recorded by the City shall be the official time of receipt.

All proposals must be delivered to **Clayton City Hall** by the specified submission date and time. Failure to comply will result in disqualification. Sealed submissions will be received at the above address. When submitting, you must:

1. Submit the Profile of the Company (Attachment 1).
2. Sign the proposal in all required places. **No facsimile signatures accepted.** Signature acknowledges full acceptance of all components of the Request for Qualifications. The proposal must be completed in the name of the submitting company, corporation or otherwise, and must be fully and properly executed by an authorized person.
3. Mail or deliver the submission promptly to the return location listed above. Late submissions will be unopened and returned to the Company.
4. The undersigned hereby declares understanding, agreement and certification of compliance to provide the items and/or services, in accordance with all terms and conditions, requirements, and specifications of the original Request for Proposals (RFP) proposes and agrees to furnish and make delivery to specified locations free of freight and other excess charges.

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<th>Authorized Signature:</th>
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<tr>
<td>Printed Name:</td>
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Authorized Signature: Date:
Attachment 1: Profile of the Company

Designate one individual as the Company’s representative to the City during the term of the contract. The representative will be contacted to solve all problems that may arise concerning the Proposal during the evaluation period. The undersigned Company hereby agrees to be bound by the terms of the RFP and that the enclosed Proposal is submitted in accordance therewith. Once completed and returned, this Proposal becomes the primary basis for evaluation and selection of the Company to provide the services required by the City for the specified period. By signing this Company Identification Form, the Company certifies that there are no “PARTIES OF INTEREST” or “CONFLICTS OF INTEREST”, as defined by state and/or federal regulations, existing between the Company and the City of Clayton or any of its employees, agents or Board of Alderman.

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<th>Legal name</th>
<th>Representative’s Name</th>
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1) Name and Title of Company’s Officers:

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2) The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFP, and that the terms and conditions set forth in the Proposal will remain open for at least 120 days from the deadline for submission of Proposals.

__________________________________________

Company Officer’s Name

__________________________________________

Signature Date