



University City, Missouri

REQUEST FOR PROPOSAL

Housing and Third Ward Revitalization Consultant

ACCEPTANCE DATE: Prior to 3:00 p.m., January 17, 2023, Central Standard Time

RFP NUMBER: 2022-02

ACCEPTANCE
PLACE: Office of the City Manager
6801 Delmar Boulevard
University City, MO 63130

Requests for information related to this Proposal should be directed to:

Brooke Smith, Deputy City Manager
6801 Delmar Boulevard
University City, MO 63130

Issue Date: December 7, 2022

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY
IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS
DIVISION AS SOON AS POSSIBLE.

REQUEST FOR PROPOSAL

Housing and Third Ward Revitalization Consultant

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Prepared By:____Timika Lewis_____ Date: _December 7, 2022_____
Purchasing Agent

Housing and Third Ward Revitalization Consultant

1.0 PURPOSE

- 1.1** The intent of this Request for Proposal (RFP) is for the City of University City, Missouri to solicit sealed proposals for the establishment of a consultant to develop housing and revitalization strategies for the City's 3rd Ward while establishing a framework within urban planning.

2.0 COMPETITION INTENDED

It is the City's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limit the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall cause for proposal to be deemed non-responsible and rejected.

4.0 SCOPE OF SERVICES

All proposals must be made based on, and either meet, or exceed, the requirements contained herein. All offerors must be able to submit a proposal demonstrating their capability for rendering the following prescribed tasks provided:

The consultant will guide the Mayor and Council, the Housing and 3rd Ward Revitalization Taskforce and staff in developing the following:

1. Creation of a Housing Strategy
2. Creation of a revitalization strategy for the 3rd Ward

4.1 Task Requirements for Consulting Services:

1. Vision and goal setting based on community input and other factors, as well as an achievable framework for goals, strategies, and policies for the revitalization of the 3rd Ward
2. Project coordination, including aligning the task force on goals and objectives, expectations, timeline, and plan outline
3. Community engagement with residents and the task force
4. Analysis and neighborhood understanding by qualitative means. Sources may include dates, interviews, source documents, existing plans, and studies, neighborhood tours
5. Prepare of plan concepts in accordance with ideas from the community and best practices. This will include a draft, a final draft, and a final plan for approval
6. Presentation of a plan for formal adoption by the City Council. Task Force members may also be present for the final presentation of the plan to the public at a Council meeting.
7. Housing Program strategy that will be adopted and executed

4.2 Deliverable Requirements for Consulting Services:

1. An updated place-based “census” of people and organizations
2. Analysis of existing conditions and emerging neighborhood themes
3. Documentation and innovative capture of community goals and needs
4. Recommendations for investing funds from the Market at Olive project into the 3rd Ward
5. Tools for racial equity in real estate, public space, and/or other social infrastructure and economic belonging and inclusion
6. Planning for streets, public space, green space, public safety, and other social infrastructure that promote revitalization.
7. Housing Program Strategy that will be adopted and executed
8. Implementation Plan with recommendations that will be part of the appendix of the City’s comprehensive plan

4.3 Required Competence for Bidders:

1. Urban Planning experience with demonstrated success in the development of a community plan (well-defined planning process with established frameworks and tools are a plus)
2. Process Facilitation Skills helping to not only lift resident voices but also codify the language needed to help lay people understand and articulate urban planning and community development concepts

3. Group Facilitation Skills for purposely engaging the Housing and 3rd Ward Revitalization Task Force, community residents, public and private leaders/stakeholders, multi-disciplinary professionals, and mixed groups of laypeople and professionals
4. Racial Equity awareness and demonstrated commitment to applying a racial equity and inclusion lens to achieve equitable change
5. Demonstrated experience in the creation of an effective housing program
6. Knowledge of existing funders, programs, strategies, and public policies in St. Louis County and the St. Louis Metropolitan area

4.4 General Requirements for Consulting Services:

1. The Consultant shall devote such part of their time as is reasonably necessary to the operations contemplated under the resultant Agreement. The Consultant may engage in business ventures of the nature and description independent of this Agreement with the City. However, all records kept a maintained by the Consultant shall be maintained separately from other contract records.
2. The Consultant shall conduct all transactions under this Contract in good faith. The Consultant will always employ the highest ethical and professional standards – failure to do so could result in the termination of the Contract for cause or convenience.
3. The Consultant shall participate in the transition of the Contract when the efforts of this Contract have been completed. The direction for this transition shall be provided by the City.

5.0 TERMS AND CONDITIONS

The Agreement for Service (“Contract” or “Agreement”) with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the City Terms and Conditions to which they take exception or seek to amend or replace, and (b) include any additional or different language with their proposal. Failure to both identifies with specificity those terms and conditions the offeror takes exception to or seeks to amend or replace as well as to provide the offeror’s additional or alternate Contract terms may result in rejection of the proposal.

While the City may accept additional or different language if so, provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.

5.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Contract Manager or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Contract Manager or his/her authorized representative(s) acting within their authority for the City. Any change to the Contract must be approved in writing by the Contract Manager.

5.2 Term

The Contract shall cover the period depending upon the date of Contract award.

This Contract may be renewed at the expiration of the initial term at (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same prices, terms, and conditions as the initial term.

5.3 Business, Professional, and Occupational License Requirements

All firms or individuals located in University City are required to be licensed by the City's "Business, Licensing" Ordinance during the initial term of the Contract or any renewal period.

5.4 Payment of Taxes

All Contractors located or owning property in University City shall assure that all real and personal property taxes are paid.

The City will verify the payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

5.5 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and all materials, tools, equipment, appliances, and property of all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or

property wherever located, resulting from any action, omission, commission, or operation under the Contract.

5.6 Hold Harmless

The Contractor shall indemnify, defend, and hold harmless the City from loss from all suits, actions, or claims of any kind brought because of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "City" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the City or to reimburse the City for its attorneys' fees and costs related to the claim. This section shall survive the Contract. The City is prohibited from indemnifying Contractor and/or any other third parties.

5.7 Safety

All Contractors and subcontractors performing services for the City are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

5.8 Permits

It shall be the responsibility of the Contractor to comply with City ordinances by securing any necessary permits. The City will waive any fees involved in securing City permits.

5.9 Notice of Required Disability Legislation Compliance*

The City is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II.

Specifically, City may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities based on disability. Subtitle A protects qualified individuals with a disability from discrimination based on

disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination based on disability in Titles I, III and V of the Americans with Disabilities Act.

5.10 Employment Discrimination by Contractors Prohibited*

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements, and solicitations placed by federal law, rule, or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

5.11 Drug-free Workplace*

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in

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conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

For this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor by this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

5.12 Faith-Based Organizations*

The City does not discriminate against faith-based organizations.

5.13 Immigration Reform and Control Act of 1986*

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits Employment of illegal aliens.

5.14 Substitutions

No substitutions are permitted after the Contract award without written approval by the Contract Manager. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work if those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a substitution. Requests for substitutions will be reviewed by the City and approval may be given by the City at its sole discretion.

5.15 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be always professional and courteous. The City reserves the right to require immediate removal of any Contractor employee from City service if

deems unfit for service for any reason, not contrary to law. This right is non-negotiable, and the Contractor agrees to this condition by accepting his Agreement.

5.16 Ordering, Invoicing, and Payment

All work requested under this Contract shall be placed on a City issued Purchase Order.

The contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on the completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted to:

City of University City
Attn: Office of the City Manager
6801 Delmar Boulevard
University City, MO 63130
Or by email to: bsmith@ucitymo.org

Upon receipt of the invoice and final inspection and acceptance of the equipment and/or service, the City will render payment within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification numbers on the pricing form.

5.17 Payments to Subcontractors*

Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the City and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above concerning each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor under this provision may not be construed to be an obligation of the City.

5.18 Assignment*

The Agreement may not be assigned in whole or in part without the prior written consent of the division of the City. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

5.19 Termination

Subject to the provisions below, the Contract may be terminated by the City upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the City until said work or services are completed and accepted.

A. Termination for Convenience

The City may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived, and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support the continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

5.20 Contractual Disputes *

The Contractor shall give written notice to the Contract Manager of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion of delivery.

The claim with supporting documentation shall be submitted to the Contract Manager by US mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Contract Manager shall reduce his/her decision to write and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the City's receipt of the claim.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its costs and expenses resulting from any litigation, including attorney's fees.

5.21 Severability *

If any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

5.22 Governing Law/Forum *

This Agreement shall be governed and construed in all respects by its terms and by the laws of the State of Missouri, without giving effect to its conflicts of law's provisions.

5.23 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified, or registered, addressed as follows:

TO CONTRACTOR:

(TBD)

TO CITY:

City of University City
Deputy City Manager
6801 Delmar Boulevard
University City, MO 63130
Attn: Brooke Smith

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

5.24 Licensure

To the extent required by the State of Missouri or the City, the Contractor shall be duly licensed to perform the services required to be delivered under this Contract.

5.25 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the City. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the City or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussion, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes, and/or another transmission or sharing of data.

The Contractor understands that the City or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the City may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Contract Manager's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the City as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.

5.26 Counterparts

This Contract and any amendments or renewals hereto may be executed in several counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by

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any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

5.27 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is a result of acts of God (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, the act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strikes or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this Contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing that party from, or delaying that party in performing its obligations under this Contract and that party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.

An event of Force Majeure does not relieve a party from liability for an obligation that arose before the occurrence of that event, nor does that event affect the obligation to pay money promptly which matured before the occurrence of that event.

The Contractor has no entitlement and City has no liability for (1) any costs, losses, expenses, damages, or the payment of any part of the Contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Contractor due to an event of force majeure.

5.28 Survival of Terms

Upon discharge of the Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

5.29 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

6.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful Offeror.

The City Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made based on the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- 6.1** Ability to Meet Scope of Service Requirements (25 points)
- 6.2** Evidence of the contractor's ability to perform the work based on the tasks and deliverables (10 points)
- 6.3** Credentials and related experience for the firm and key staff (30 points)
- 6.4** Proposal format (10 points)
- 6.5** Compliance with Contractual Terms (5 points)
- 6.6** Cost of Service (20 points)

The PAG will collectively develop a composite rating that indicates the group's collective ranking of the highest-rated proposals in descending order. The Housing and Third Ward Revitalization Task Force and Mayor and Council may then conduct interviews with only the top-ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The City Manager may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

7.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make a written proposal that presents the Offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may cause for the proposal to be considered nonresponsive and rejected.

7.1 Proposal Format:

- A. Executive Summary Letter to include:
 - 1) A commitment to perform the work as required in the RFP.
 - 2) A statement as to why the offeror believes himself to be the best qualified to perform the work.
 - 3) Any uniquely specific information the offeror wishes to highlight.
- B. Offeror must submit the proposal response in a binder containing the information stated above. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as present herein. The narrative portion of the Technical Proposal shall be limited to no more than 25 pages and the total number of pages with supporting documents is limited to 50 pages. **Proposals that do not adhere to this requirement will not be considered.**
- C. Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Failure to include any of the requested information may cause for the proposal to be considered nonresponsive and rejected.
- D. Name of the firm submitting the proposal; main offices address, when organized; if a corporation, when and where incorporated; and appropriate federal, state, County, and City registration numbers, along with the name, title, address, telephone number, fax number, and email address of the individual within the company who will be the primary contact concerning the proposal. The cover letter should also state the legal name and address of the firm.

7.2 Ability to Meet Scope of Service Requirements:

- A. Offeror shall provide a narrative that outlines their understanding of the City's needs of the organization.
- B. Offeror shall propose a definitive Scope of Work based upon the information provided in Section 4.0 Scope of Services.

- C. Offeror should demonstrate an awareness of the difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to the methodological issues that will be encountered.
- D. Offeror may also comment, if deemed appropriate, on any aspect of the RFP, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the “Scope of Service” section and may propose alternative approaches.

7.3 Credentials and related experience for the firm and key staff (30 points)

- A. Offerors must describe their organizational and staff experience. Offerors must describe their qualifications and experience to perform the work for government clients described in this Request for Proposal. Information about experience should include direct experience with the purpose and Scope of Services. The information provided should illustrate, through specific examples, the Offeror’s expertise in housing and revitalization.
 - 1) Concerning to other clients, the Offeror shall provide a listing of clients-current and during the preceding three (3) years – for whom the Offeror serves or has served as a consultant to assist housing and revitalization.
 - 2) Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.
 - 3) Resumes of staff and proposed consultants are required, indicating education, background, and recent experience with the program subject matter. Current telephone numbers and emails must also be included. The City has the right to review and approve changes to the Contractor’s accepted staffing plan and/or subcontractor selection and any substitutions.
 - 4) A description of the Offeror’s detailed staffing plan including proposed distribution to accomplish the work is required. The staffing plan should indicate a chart that partitions the time commitment of each professional staff

member across the proposed tasks with a timeline for the program. It is mandatory that this section identify the key personnel that will work for the program, their relationship to the contracting organization and the amount of time to be devoted to the project including consultants, as well as Offeror's regular employees if relevant.

- B. The Offeror's staff must be available for consultation with City staff on an as-needed basis, between 8:00 a.m. and 5:30 p.m. Monday through Friday. Contractor may need to make their staff reachable by phone or email at other times and days, if necessary. Extended working hours will likely be necessary during the Congressional sessions.

7.5 Cost of Service

Provide Offeror's fully burdened fixed monthly rate for the services stated in Section 4.0, Scope of Services on the attached Pricing Page. (Attachment 1).

- A. Offeror must provide a price breakdown for each service category as well as totals for services provided together if pricing differs and calculated at a monthly rate.
- B. Breakdown of direct labor and labor overhead costs, including number of man hours and applicable actual or average hourly rates, overhead rate, and supporting schedule.
- C. Monthly travel and per diem or subsistence costs in accordance with the City per diem schedule if any supported by the breakdown, including destination, duration, and purpose.
- D. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.

8.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

8.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an Offeror of the Contractual obligations.
- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested, or required.
- C. All proposals must be submitted to the Office of the City Manager in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the Offeror are to be returned with the proposal.
- F. Proposals must be received by the Office of the City Manager prior to 3:00 p.m., local Central Standard Time on January 17, 2023. Proposals or unsolicited amendments to proposals received by the City after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be either mailed to the City of University City, c/o Deputy City Manager, 6801 Delmar Boulevard, University City, MO 63130, or hand delivered to the City of University City, City Manager's Office. Faxed and emailed proposals will not be accepted.
- H. Each offeror shall submit one (1) original and five (5) copies of their proposal to the City, City Manager's Office, as indicated on the cover sheet of this RFP.

8.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from all Offerors. However, when requested, complex oral questions shall be submitted in writing. The City Manager's Office is the sole point of contact for this solicitation unless otherwise instructed herein.

Unauthorized contact with other City staff regarding the RFP may result in the disqualification of the Offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an addendum provided, however, that all questions are received by 3:00pm, December 22, 2022. It is the responsibility of all Offerors to ensure that they have received all Addendums and to include signed copies with their proposal.

8.3 Firm Pricing for City Acceptance

Proposal pricing must be firm for City acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from List" proposals are not acceptable unless requested.

8.4 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of Offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign, or "manager" must sign if so, specified by the articles or organization.

If a regular corporation, the CEO, President, or Vice-President must sign. Others may be granted authority to sign but the City requires that a corporate document authorizing him/her to sign be submitted with proposal.

8.5 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.

- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

8.6 City Furnished Support/Items

The estimated level of support required from City personnel for the completion of each task shall be itemized by position and man days. The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The City may furnish these facilities if the City considers them reasonable, necessary, and available for the Contractor to complete his task.

8.7 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The City reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected, the Offeror may replace that subcontractor with another subcontractor subject to the approval of the City. Any such replacement shall be at no additional expense to the City nor shall it result in an extension of time without the City's approval.

8.8 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

8.9 Late Proposals

LATE proposals will be returned to Offeror UNOPENED, if RFP number, acceptance date and Offeror's return address is shown on the container.

8.10 Rights of City

The City reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the City. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

8.11 Prohibition as Subcontractors

No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

8.12 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the Scope of Services shall be ruled out and the substitution clearly indicated. The City reserves the right to accept or reject any proposed change to the scope.

8.13 Work Plan

The Offeror must provide a detailed work plan in calendar days describing the individual tasks to be performed and the relative scheduling of those tasks including a detailed listing of City and Offeror resources, according to skill level. All deliverable items should be identified and described.

8.14 Miscellaneous Requirements

- A. The City will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Deputy City Manager will schedule the time and location for this presentation.

- C. Selected contents of this proposal submitted by the successful offeror and this RFP will become part of any contract awarded because of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the City.
- D. The City reserves the right to reject all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City. Offerors whose proposals are not accepted will be notified in writing.

8.15 Debarment

By submitting a proposal, the Offeror is certifying that Offeror is not currently debarred by the City, or in a procurement involving federal funds, by the Federal Government.

8.16 W-9 Form Required

Each Offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required to issue purchase orders and payments to your firm.

8.17 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the City.

8.18 Legal Action

No Offeror or potential Offeror shall institute any legal action until all statutory requirements have been met.

8.19 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor’s employees, agents or subcontractors who will work under this Contract have been convicted of a felony.

University City, Missouri
6801 Delmar Boulevard
University City, MO 63130

9.0 Housing and Third Ward Revitalization Consultant PROPOSAL SUBMISSION FORMS

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agrees to provide the requested services as defined in Request for Proposal RFQ for the price as stated in the price proposal.

PRICING INFORMATION

TOTAL PRICE (ATTACHMENT 1): \$_____

- A. Return the following with your proposal. If Offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:

INCLUDED: (X)

1. W-9 Form: _____
2. Certificate of Insurance: _____
3. Addenda, if any (Informality): _____

- B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the Offeror to ensure that it has received all addenda and to include signed copies with their proposal.

ITEM:

INCLUDED: (X)

1. Addenda, if any: _____
2. Payment Terms: _____
3. Delivery Within: _____

4. Minimum Qualification Documentation (4.0): _____
5. References: _____
6. Attachment 1 Pricing Page _____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it
has read and understands the RFP documents.

ATTACHMENT 1

1. DIRECT LABOR (Specify Labor Categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	PRICE
		\$	\$	
DIRECT LABOR TOTAL				\$
2. INDIRECT COSTS (Specify indirect cost categories)	RATE	X BASE =	ESTIMATED COST	
	\$		\$	
DIRECT COST TOTAL				\$
3. PROFIT (BLOCKS 1 + 2) x __%				\$
4. OTHER DIRECT COSTS			ESTIMATED COST	
a. TRAVEL				
1. Transportation			\$	
2. Per Diem			\$	
(Check current County Travel Policy)				
TRAVEL SUBTOTAL			\$	
b. EQUIPMENT, MATERIALS SUPPLIES (Specify categories)	QUANTITY	COST	ESTIMATED COST	
		\$	\$	
EQUIPMENT SUBTOTAL			\$	
c. SUBCONTRACTS				
SUBCONTRACTS SUBTOTAL			\$	
d. OTHER (Specify categories)	QUANTITY	COST	ESTIMATED COST	
			\$	
OTHER SUBTOTALS			\$	
OTHER DIRECT COSTS TOTAL				\$
5. TOTAL PRICE				\$

Pricing page Instruction for Attachment 1

1. Direct Labor – Block 1
 - a. The Offeror must provide labor classifications and the average hourly rates which will be paid for each classification expected to work on the project. This schedule shall not disclose employee names.
 - b. Direct Labor costs are defined as actual salaries and wages paid principals and employees for time directly chargeable to the project.
2. Indirect Costs (Overhead) – Block 2
 - a. Overhead costs shall include fringe benefits, indirect salaries and wages, plus general and administrative expenses.

Overhead costs shall not include the following disallowable costs: bad debts, contingencies, donations, entertainment, fines and penalties, interest expense, marketing and promotion, legislative lobbying costs, defense of fraud, alcoholic beverages, and dividend distribution to employees. Indirect salaries must be salaries paid only to active employees and principals. Bonuses are generally allowed.
3. Profit – Block 3
 - a. Fees or profits shall be expressed as a percentage of the Total Estimated Cost minus consultant costs.
4. Other Direct Costs – Block 4
 - a. Travel: The costs of travel and transportation (City mileage rates) will be entered in blocks 4a (1) and (2). These items will be broken down into separate costs and rates associated with each item (i.e., mileage rates, airfare costs, vehicle rental fees, lodging and/or meal rates, City per diem, etc.). Lodging and/or meal rates shall be consistent with the City's current Travel Policy in effect at the time the proposal is submitted.
 - b. Equipment, Materials, Supplies: Block 4b
 - c. Subcontracts: Block 4
 - d. Other: Block 4d
5. Total Price: Block 5 is the sum of Blocks 1, 2, 3, 4a, b, c, and d.