

RFP 2022-14-DW

St. Louis County (“the County”) is seeking proposals for the design, development, drafting, and implementation of *St. Louis County 2050: An Equitable and Sustainable Comprehensive Plan* (“the Plan”). The selected proposer will research and analyze existing conditions and trends, conduct public outreach and community engagement, produce a comprehensive plan with implementation strategies, create an interactive land use mapping tool, and will guide the Department of Planning through the adoption process by the County Council.

PROCUREMENT SCHEDULE	
Pre-proposal conference date and time	Wednesday, February 8, 2023, 10:00am –12:00 CST
Is pre-proposal conference mandatory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pre-proposal conference link/location	Lawrence K. Roos County Government Administration Building, 41 South Central Avenue, Clayton, Missouri, 63105 County Council Chambers and via virtual link to be provided
Deadline for Questions & Comments	Tuesday, January 31, 2023, 11:59pm CST
Phase 1: Business Profile & Experience Survey Due	Tuesday, January 31, 2023, 11:59pm CST
Phase 2: Proposal Due Date and Time	Friday, March 17, 2023, 11:59pm CDT
Award of Contract (Tentative)	Friday, June 30, 2023
CONTRACT	
Expected number of contracts to be awarded	One
Budget	\$1,000,000.00
Expected Duration of Agreement	24-months
Options to Extend	Up to 3 twelve-month optional renewals
Payment method	Firm fixed price based on deliverables
DESIGNATED POINT OF CONTACT	
David Wahl	dwahl@stlouiscountymo.gov

While this solicitation is ongoing, communication with County Staff regarding it is prohibited except through the STLCO 2050 Question and Comment Portal on the landing page at stlouiscounty2050.com or the specific types of communication defined in Section 107.401 SLCRO. Submit proposals and required forms through the RFP Submissions portal at stlouiscounty2050.com.

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SECTION 1 - INSTRUCTIONS TO PROPOSERS

1.1 Registration

Organizations or individuals interested in responding to this RFP must subscribe to the *stlouiscounty2050.com* site to receive notice of updates to the RFP. All proposals must be submitted through the RFP Submissions Portal on *stlouiscounty2050.com*. There is no fee to use the portal.

1.2 Questions, Comments, and Exceptions to the Solicitation

- 1.2.1 Submit all questions, comments, exceptions, and suggestions by the Deadline for Questions and Comments to the STLCO 2050 Question and Comment Portal at *stlouiscounty2050.com*. Questions and comments received after the deadline may not be acknowledged.
- 1.2.2 If taking exceptions to any portion of this solicitation, submit the exceptions in writing to the portal by the Deadline for Questions. Identify each specific section and paragraph number to which exception is taken. If requesting changes or additional language, identify specific words or phrases to be changed and provide new requested language. If the County agrees to the changes, the solicitation will be revised, and an addendum will be posted.
- 1.2.3 Failure to take exceptions prior to the deadline stated or as otherwise directed will be deemed a waiver of any objection. Proposals that are conditional or that include material exceptions to the specifications or to any terms may be considered non-responsive and will be rejected.
- 1.2.4 Requests for complete replacement of the County's Terms and Conditions included in this RFP will not be granted.

1.3 Revisions to the Solicitation

- 1.3.1 The County may cancel, revise, or reissue this solicitation, in whole or in part, for any reason. Revisions will be posted as addenda at *stlouiscounty2050.com*. No other revision of this solicitation will be valid. Proposers are responsible for ensuring that they have received all addenda prior to submitting proposals.
- 1.3.2 The County may request additional or clarifying information and may discuss and negotiate any component of a submitted proposal from any proposer, at the discretion of the Director of Procurement and in accordance with any applicable County ordinances. Negotiations or requests by the County are not to be deemed counteroffers or rejections of any original proposals.

1.4 Communication

- 1.4.1 County solicitations, once published, are under a "Cone of Silence." Violation of Section 107.401 SLCRO by a proposer or proposer's representative will result in rejection of the proposal by the Director of Procurement and may result in a proposer being found non-responsive, barred from participating in this or future procurements, and becoming subject to other penalties.
- 1.4.2 Other than the Designated Point of Contact, no proposer or person acting on behalf of a prospective proposer may communicate with or discuss any matter relating to the solicitation with any officer, agent, or employee of the County except the specific types of communication defined in Section 107.401 SLCRO.
- 1.4.3 Outside of evaluation committee meetings, members of an evaluation committee and associated subject matter experts may not communicate about matters involving this ongoing solicitation with co-workers, supervisors, directors, individuals in other departments, or other County staff not directly involved in evaluating proposals.

1.5 Mandatory Pre-proposal Conference and Site Visits

- 1.5.1 This RFP process includes a mandatory pre-proposal conference. If ADA accommodations are required, submit a request for accommodations through the STLCO 2050 Question and Comment Portal located on the landing page at stlouiscounty2050.com.
- 1.5.2 Answers to questions raised prior to and at the pre-proposal conference will be posted as addenda at stlouiscounty2050.com.
- 1.5.3 Attendance at the pre-proposal meeting for this RFP is mandatory. Proposers who did not attend the pre-proposal meeting will be disqualified.

1.6 Modification or Withdrawal of Proposal

- 1.6.1 Proposals may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. After the Due Date and Time, proposals may not be modified unless requested by the County. The County requests that proposals remain open for at least 120 calendar days after opening.
- 1.6.2 If an emergency or unanticipated event interrupts normal County business so that proposals cannot be received by the time specified, the time for receipt of proposals will be extended to the time specified in the RFP on the first workday on which normal County business resumes.

1.7 Joint Proposals

A proposal may be submitted by several entities as a joint proposal, but the County will only sign a single contract with one entity, termed a prime proposer, that will be responsible for performance under the resulting contract.

1.8 Conflicts of Interest

- 1.8.1 No person or entity may submit a proposal in response to this RFP if that person or entity has:
 - A. Assisted the County directly or indirectly in preparing specifications, requirements, or cost estimates for this procurement, or
 - B. Had access and exposure to information pertinent to this procurement that is unavailable to other proposers.
- 1.8.2 Proposers that received assistance from any such person or entity or who will use the person or entity in performing the requested services will be disqualified.
- 1.8.3 The prohibition does not apply to general, non-specific advice or information offered to or requested by the County prior to publication of the solicitation, or to comments made subsequent to publication of the solicitation.
- 1.8.4 Proposers and subcontractors or sub-consultants are eligible for contracts with the County only if they are not currently, and will not, during the performance of the required services, participate in any other similar work involving a third-party with interests currently in conflict or likely to be in conflict with the County's interests.

1.9 Proposal Submission

- 1.9.1 All documents must be completed electronically. Other than signatures, hand-written responses, whether or not submitted electronically, will be rejected.
- 1.9.2 If directed to submit information as one or more PDF, Excel, or other electronic files, include the solicitation number in all filenames.
- 1.9.3 No proposals or modifications submitted by email or facsimile will be considered. All proposals must be submitted by the Due Date and Time through the RFP Submission portal at stlouiscounty2050.com.

1.10 No Commitment

This RFP does not commit the County to make an award, nor will the County pay any costs incurred by proposers in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals. The County may withdraw the RFP at any time and may reject all proposals.

Failure to comply with the requirements of this RFP or evidence of unfair proposal practices may be cause for rejection of the proposal.

1.11 Disclosure of Proposals

- 1.11.1 All opened proposals, including documents and materials submitted with proposals, become the property of the County.
- 1.11.2 The County is subject to Chapter 610 of the Revised Statutes of Missouri. With selected exceptions, the contents of any submissions during the RFP process will be treated as open records and will be open to inspection after a contract is executed or the County rejects all proposals.
- 1.11.3 Documents protected by law from public disclosure will not be disclosed if clearly marked with the word "Confidential" on each applicable page, with each confidential provision clearly identified. A mere list of confidential pages will not suffice to meet this requirement. Requests to treat the entire proposal as confidential will be rejected and will result in no part of the proposal being treated as confidential.
- 1.11.4 Trade secrets may be marked as confidential only to the extent they meet the requirements of the Missouri Uniform Trade Secrets Act. Only information claimed to be a trade secret at the time of submittal to the County and marked as confidential will be treated as a trade secret.
- 1.11.5 Submission of any materials in response to this RFP constitutes:
 - A. Consent to the County's release of such materials without notice to the person or entity submitting the materials; and
 - B. Complete waiver of all claims against the County and its officers, agents, and employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused damage by allowing the proposal or materials to be inspected; and
 - C. Agreement to hold the County harmless for release of such information; and
 - D. Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

1.12 Emergency Extension of Deadlines

If an emergency or unanticipated event interrupts normal County business or processes so that proposals cannot be received by the exact time specified in the solicitation, and urgent County requirements preclude amendment of the RFP, the time specified for

receipt of proposals will be deemed extended to the same time of day specified in the RFP on the first workday on which normal County business resumes.

SECTION 2 - EVALUATION AND CONTRACT AWARD

2.1 Determination of Responsiveness

Each submission will be reviewed to determine whether it conforms to the instructions set forth in this solicitation, and to any revisions in instructions or specifications. Failure to conform may render a proposal non-responsive. The County may waive minor irregularities if it determines that there will be no advantage provided to the proposer and no other proposer would suffer a disadvantage.

If a proposal is found nonresponsive, the County will notify the proposer and the proposer will no longer be included in any activities or correspondence regarding the solicitation.

2.2 Evaluation Phases

Evaluations will be done in two phases.

2.2.1 Phase 1

In Phase 1, proposers will submit the Business Profile and Experience Survey through the *stlouiscounty2050.com* website. County staff will review submittals and total the scores associated with the individual questions. Proposers planning to submit as prime proposers or part of a joint venture must score 90 out of 150 possible points. Those planning to submit as subcontractors must score 45 out of 150 possible points.

Following the first evaluation and the mandatory pre-proposal conference, the County will issue invitations to submit written proposals.

2.2.2 Phase 2

2.2.3 The written proposals will be evaluated based on the evaluation criteria specified in this RFP as well as information gathered from background checks, references, oral presentations, and the County's knowledge of a proposer.

2.2.4 After reviewing all responsive submissions, the evaluation committee may recommend one or more top-ranked proposers for final negotiation of contract terms.

2.2.5 Alternatively, the committee may invite top-scoring proposers to make oral presentations, after which those proposers may be allowed to amend their proposals and submit best and final offers.

- 2.2.6 After final evaluations of proposals, presentations, and best and final offers, the evaluation committee may recommend the top-ranked proposer for final negotiation of contract terms.

2.3 Responsibility Determination

Prior to awarding a contract, the County will make a determination of a proposer's responsibility based on initial information submitted in the proposal, information submitted upon request by the County, information resulting from the County's inquiry of proposer's references and investigations into the proposer's background, and the County's own knowledge of the proposer. The County will take into consideration matters such as the proposer's integrity, compliance with public policy, record of past performance, and financial and technical resources. Proposers determined to be non-responsible and who cannot be made to be responsible within timelines set by the County will not be considered further. In the case of joint proposals, the County may make this responsibility determination for all parties to the proposal.

2.4 Contract Award

- 2.4.1 Award, if made, will be to the responsive, responsible proposer offering the best value to the County for the services and goods described in this solicitation, or if applicable, for a specific portion of the services and goods described. Failure to award a contract to lowest cost proposer will not constitute a valid cause of action against the County.
- 2.4.2 Contract award will be made by action of the County Council.
- 2.4.3 Debriefings, if requested, may be provided after contract award.

2.5 Post-Award Requirements

The proposer selected for award must agree to, and where applicable, comply with the following requirements before a contract can be executed:

- 2.5.1 Disclose all pending litigation and tax liens;
- 2.5.2 Disclose all criminal charges where the company and/or officers, and/or owners of over 10% of the company are defendants regarding the charges;
- 2.5.3 Provide audited financial statements for the past three fiscal years, if requested by the County.

SECTION 3 - PROPOSAL CONTENTS AND FORMAT

3.1 Proposal Contents

Proposals must demonstrate that the proposer has the qualifications, experience, capacity, training, knowledge, and skills necessary to successfully perform the work described in this RFP. The information may include: the financial capacity of the firm, the staff size, staff licenses and experience, competing demands on the resources of the firm and the individuals, and any other information that would enable the County to make a fair assessment of a proposer's suitability. A complete proposal includes the written submission and all forms on stlouiscounty2050.com.

3.2 Pricing

- 3.2.1 The total price for all services, inclusive of time in hours for the completion of each task, may not exceed the budgeted amount. Proposals must describe the types and levels of all services that will be provided for the amount budgeted, including items which are normally referred to as reimbursable expenses, i.e., travel, meals, and lodging, where applicable. Reimbursement will not be made for out of pocket or reimbursable expenses, which must be included in the total price.
- 3.2.2 If including any optional services or products, price and label such services or products as optional, and include those in an addendum. These optional services or products will not be used to evaluate the proposal or price but may be used to differentiate between very closely scored proposals.

3.3 Proposal Format

Proposals should not be more than 50 pages, organized as follows. Number all pages of the proposal.

3.3.1 Executive Summary

Describe your understanding of the County's objectives and how your qualifications, experience, team expertise, and approach would achieve them.

3.3.2 Capacity

Describe your capacity to perform within the County's timeline. Identify the percentage of services to be performed with your own workforce and what percentage will be sub-contracted or performed by others, if any.

Provide evidence of adequate human, organizational, technical, and professional resources, and abilities to meet the needs of this solicitation. Include an organizational chart for organization responding to this solicitation and describe the organization's expertise and capability to complete the proposed work.

Include a summary of current and future commitments during the engagement with the County. Show estimated completion dates and describe any effect on your staff resources and ability to deliver services within the County's timeline.

3.3.3 Approach

Outline the approach, methodology, skills, and associates that will enable you to provide the required services and deliverables briefly described below and fully described in Scope of Work and Deliverables. As applicable, include a detailed breakdown and description of the specific steps to provide the requirements. Include any innovative methods or concepts that might be beneficial to the County and provide successful examples from prior work with similar scopes of work. Also list the types of documents, materials, and resources you will require from the County.

A. Planning Process Facilitation

Describe facilitation methods to gather community and stakeholder feedback.

B. Equitable & Sustainable Comprehensive Plan Document

Describe how you will address the required elements for the Plan document.

C. Interactive Comprehensive Plan ("Plan") Mapping Tool

Describe your strategies for advanced GIS modeling, forecasting, and scenario planning to produce a custom mapping tool.

D. Plan Adoption

Describe your strategy to guide the Plan through the legislative process required for adoption.

E. Plan Implementation

Describe your approach to creating actionable implementation strategies for achieving comprehensive planning, equity, and sustainability goals.

3.3.4 Team Composition

If certain individuals are essential to completion of the proposed work, they will be considered Key Personnel. Include their resumes, titles, certifications, and a description of their past work on recent projects of similar type, scope and magnitude. Identify their proposed roles on the project team for the duration of the engagement. If the County accepts the proposal, replacement of any Key Personnel will require the County's approval and acceptance of the replacement as substantially equivalent. Additionally, the County is requesting Proposers to complete and submit the Team Composition Form on stlouiscounty2050.com.

3.3.5 Joint Ventures

If multiple entities are proposing as a joint venture, provide all of the information required above for the proposed team of each joint venturer and indicate whether any party of the joint venture is a Minority or Women-Owned Business Enterprise (“M/WBE”).

3.4 References

If references are requested, each reference must include the organization’s name, contact telephone, email information, and a description of the specific services provided by the proposing organization. It is the responsibility of proposers to ensure that this information is current and accurate. If the proposer is contractually prohibited from disclosing a client in a manner which would be public, the description of the work provided for the client must include sufficient detail to provide a demonstrated record of success in similar engagements.

As applicable, provide additional documents and materials in the following order:

- 3.4.1 Minimum Qualifications, using County forms if provided
- 3.4.2 Work Authorization Affidavit for Business Enterprise Entities Pursuant to Section 285.530 R.S.Mo.
- 3.4.3 Authorized Signatures
- 3.4.4 M/WBE Certification (if applicable, required at time of proposal submittal)
- 3.4.5 Copy of Missouri Secretary of State Registration showing current status
- 3.4.6 E-Verify Memorandum of Understanding found at <https://www.e-verify.gov/>

3.5 Post Award Requirements

- 3.5.1 If applicable and requested by the County prior to commencing work, the selected proposer must provide a listing and a brief description of all legal actions, together with any fines and penalties, for the past 5 years, in which the organization or any division, subsidiary, parent entity, or any member, partner, affiliate, or team member has been:
 - A. A debtor in bankruptcy; or
 - B. A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
 - C. A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
 - D. A defendant in any criminal action; or

- E. A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
 - F. A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
 - G. A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.
- 3.5.2 If the work requires access to County documents and materials unavailable to the general public, the County may require execution of a non-disclosure or similar agreement prior to providing access to such materials. The selected proposer agrees to collect, store, and maintain such signed agreements for all staff.

SECTION 4 - PROTESTS

4.1 Protest Eligibility

Protests that do not comply with the protest procedures outlined below will be rejected.

- 4.1.1 Protests or objections may be filed regarding the procurement process, solicitation or addendum content, or contract award. Protests that simply disagree with the recommendation of the evaluation committee will be disregarded
- 4.1.2 The County will review only protests submitted by actual or prospective proposers. Protests by actual or prospective subcontractors will be rejected.

4.2 Protest Deadlines

File protests with any supplemental materials by 5:00 p.m. Central Time, as appropriate, on the deadlines set forth below. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental protest materials filed after the relevant deadline will not be considered unless the County determines that there are extenuating circumstances.

- 4.2.1 If relating to the content of the solicitation or any addendum, including protests related to M/WBE requirements, file within five business days after the date the County releases the solicitation or addendum with the revised content.
- 4.2.2 If relating to notice of non-responsiveness, file within five business days after the County issues such notice.

- 4.2.3 If relating to the intent to award, file within five business days following the County's notice of intent to award by placing the item on the calendar of the County Council.
- 4.2.4 The date of filing is the date the County receives the protest, unless received after 5:00 p.m. Central Time, on a non-Business Day, in which case the date of filing will be the next Business Day.

4.3 Protest Contents

Protests must be submitted in writing to the Director of Procurement. Include all of the following in the letter of protest:

- 4.3.1 Detailed grounds for the protest, supported with technical data, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
- 4.3.2 The law, rule, regulation, or policy upon which the protest is based, alleging a clear violation of a specific law, rule, regulation, or policy; and
- 4.3.3 Identification of proprietary and confidential material, which must be indicated by stating on the front page of the protest document that proprietary material is included and identifying the alleged proprietary information wherever it appears within the protest documents.
- 4.3.4 Protest documents will not be withheld from any interested party outside of the County unless withholding the information is required by law or regulation. Identifying either the entire contents or the majority of contents of a protest as proprietary or confidential will result in no part of the protest being treated as proprietary or confidential by the County.

SECTION 5 - CONTRACT REQUIREMENTS - STANDARD TERMS AND CONDITIONS

The following contract terms, in addition to requirements and services identified in this solicitation, will be included in the contract entered into by the County and the successful proposer. The County expressly reserves the right to include any additional or different terms in the contract. The term "Consultant" means the entity with which the County contracts as a result of this RFP.

5.1 No Gifts

Consultants and their agents currently doing business with or planning to seek contract awards from the County may not offer gifts to County officers, employees, or agents. County officers, employees, and agents may not solicit or accept gifts, gratuities, favors, or anything of monetary value from contractors or consultants, potential contractors or consultants, or parties to sub-agreements. This includes all gifts, gratuities, favors, entertainment, loans, and such items as liquor, lodging, travel, food, and tickets to

public functions such as sports events, theaters, etc. Any party offering gifts in contravention of these requirements may be found non-responsible and barred from entering new contracts with the County by the Director of Procurement, may have current contracts terminated, and may be subject to further legal action.

5.2 Employment

Consultant may not employ as a director, officer, employee, agent, or sub-consultant any elected or appointed official of the County or any member of his/her immediate family.

5.3 Investigations And Litigation

Throughout the duration of the contract, the Consultant agrees to disclose any pending or active investigations or litigation that may affect the ability of the Consultant to carry out the project.

5.4 No Collusion

Consultant warrants that no agreement has been made with any person or agency to solicit or secure this contract upon an understanding for a gratuity, percentage, brokerage or contingent fee in any form to any person excepting bona fide employees of proposer or bona fide established commercial or sales agencies. For breach of this warranty, County may terminate the right of the Consultant to proceed under this contract and will be entitled to pursue the same remedies against the Consultant as it could pursue in the event of a breach of this contract. As a penalty in addition to any other damages to which it may be entitled to by law. County may recover exemplary damages in an amount to be determined by the County, which amount will not be less than three nor more than ten gratuity, commission, percentage, brokerage or contingent fee. The rights and remedies of County as provided in this Paragraph are not exclusive and are in addition to any other rights or remedies as provided by law.

5.5 No Discrimination

Consultant may not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. The Consultant must take action to ensure that applicants are employed and that employees are treated during their employment without regard to race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. Such action includes employment upgrading, demotion or transfer, rates of pay or other forms of compensation, and selection for training including apprenticeship. In the event of Consultant's noncompliance with the provisions of this paragraph, the contract may be terminated or suspended in whole or in part and Proposer may be declared ineligible for further County contracts.

5.6 No Agency

Except as the County may specify in writing, the Consultant has no authority, express or implied, to act on behalf of the County in any capacity whatsoever, as an agent or otherwise, or to bind the County or its members, agents, or employees to any obligation whatsoever, unless expressly provided in this contract.

5.7 Independent Contractor

The relationship of the Consultant to the County will be that of independent contractor and no principal agent or employer-employee relationship will be created by the contract. Consultant will have and retain full control of all hiring, compensation, and discharge of its employees and will be fully responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding tax, and all other laws and regulations governing such matters.

5.8 No Assignment

Consultant may not assign, sublet, or otherwise transfer this contract, or any rights under or interest in this contract, without the written consent of the County, which may be withheld for any reason, provided however, that claims for money due to Consultant from the County under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Submit notice of such assignment or transfer promptly to the County in writing.

5.9 Subcontractors

Subcontractors may not perform work under this contract without the prior written approval of the County. Regardless of any such approval, the Consultant is responsible for all services performed under the contract, whether self-performed or performed by a subcontractor, and will be fully responsible to the County for the acts, errors, or omissions of the subcontractor and persons employed by the subcontractor. Nothing contained in this contract or in any subcontract will create any contractual relationship between any subcontractor and the County.

5.10 Debarment and Suspension

Consultant certifies and represents that is not debarred, suspended, or otherwise excluded from, or ineligible for participation in, federal, state, or County programs or activities.

5.11 False Claims

Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

5.12 Termination

5.12.1 Termination for Cause.

In the event of material breach, or should the Consultant fail to perform in accordance with the terms of this contract, the County will send a notice to cure. If Consultant fails to cure the problems to the County's satisfaction within ten days of receiving such written notice, the County may immediately terminate the contract and seek recovery.

5.12.2 Termination for Convenience.

The County may terminate the contract or a task order, if applicable, in whole or in part, at any time by written notice to the Consultant. Consultant will be paid its costs, including contract closeout costs and profit on work performed up to the time of termination. After receipt of such notice, the contract will automatically terminate without further obligation of the parties. If Consultant has any property in its possession belonging to the County, Consultant will return it to the County or account for and dispose of it in the manner that the County directs, prior to the release of payment by the County.

5.12.3 Consultant's Deliverables under Early Termination.

Before any settlement cost is paid, the County must have received and accepted all documents and correspondence required as part of the Scope of Work/Deliverables or included in Task Orders, including all documents that are in complete and final form and those in draft and/or incomplete form for deliverables that are in progress and have not been accepted as complete.

5.12.4 Invoice and Payment Under Early Termination.

Separate final invoices for project-related costs and for termination settlement costs must be submitted no later than 30 calendar days after the notification of termination. Consultant's acceptance of final payment releases the County from all claims by Consultant for issues arising under the contract.

5.13 Funding Out

The contract will terminate at such time, if any, that the County Council fails to appropriate sufficient sums in the budget year for which the contract applies to pay the amount due.

5.14 Indemnification

Consultant agrees to indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, agents, and volunteers from and against all claims, damages, losses, liabilities, and expense, to the fullest extent permitted by law, including attorneys' fees, for injuries to persons or damage to property occasioned by

any acts or omissions of Consultant, its subcontractors, agents, independent contractors or employees, and for any breach of the covenants, representations, certifications, and warranties made by Consultant in connection with this contract. This section regarding indemnification applies to all liability, regardless of any applicable insurance policies. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This section of the contract will survive in perpetuity.

5.15 Contract Fees

The fees quoted by the Consultant will remain firm during the contract term unless otherwise agreed to by the County.

5.16 Books and Records

Consultant will generate and maintain, in accordance with appropriate accounting practices and procedures, book, records, ledgers, receipts, accounts, back-up documents, and all other information related to performance under the contract, which will be made available for the County's inspection upon the County's request.

5.17 Data Privacy and Security

- 5.17.1 The Consultant may have access to proprietary and confidential materials regulated by federal, state, or local laws and regulations, and will be required to safeguard any such materials from any disclosure by establishing and maintaining data privacy and security measures and requirements for all information, data, documents, and materials that Consultant receives, generates, collects, and maintains in performing the services required. The Consultant will be fully liable and agrees to indemnify and defend the County against any action resulting from any disclosure of any confidential or personally identifiable information related to any individual, or confidential information related to the County, if such disclosure is caused by employees, agents, or subcontractors of the Consultant. The County reserves the right to examine all laptops, flash drives, and other media on persons entering or leaving Department property.
- 5.17.2 Depending on the work undertaken, the County may require certain Consultant staff to be fingerprinted, pass security requirements, and undergo criminal background checks as specified by the County, and may, at its sole discretion, deny access to any individual.
- 5.17.3 Consultant may not use for financial gain, disclose, or make other improper use of confidential or otherwise privileged information that is acquired in connection with this contract. This includes personally identifiable information, knowledge of selections of contractors or subcontractors in advance of an official announcement by the County, and all other information that is not normally

made publicly available or that has not yet been made publicly available by the County.

5.18 Invoices

Invoices must include a description of services or goods provided with subtotals for each, as applicable, dates provided, dates and hours worked by each individual and personnel performing services if applicable, the contract number, the amount due, and Consultant name and contact information. Incomplete invoices may be rejected and returned without payment.

5.19 Remedies for Breach

If Consultant materially breaches any term of the contract or any other applicable requirement, the County, in its sole discretion, may take such actions as appropriate and permitted by law, including wholly or partially suspending or terminating the contract; suspending payment for services under the contract; and seeking any and all damages and remedies available at law and in equity under this contract or otherwise.

5.20 Force Majeure

Either party is excused from performance if such non-performance results from acts of God, war, riots, acts of governmental authorities, widespread supply chain disruptions, changes requested by County, or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected. Should such an event occur that could not have been overcome by the exercise of due diligence or planning, the party unable to perform agrees to promptly notify the other party and pursue its best efforts to resume performance as quickly as possible, suspending performance only for such time as is necessary due to the force majeure event. In such cases, the County will not assess liquidated damages or avail itself of other remedies, but may, at its discretion, allow time to cure the non-performance or terminate the contract in whole or in part.

5.21 Ownership of Deliverables

Any work product prepared or developed pursuant to this solicitation will be the property of St Louis County, including all calculations, notes, photos, recordings of any kind, samples, estimates, and field notes. All property rights, including intellectual property rights such as copyrights or patents that arise from creation of deliverables or other work products required by this contract to be developed for the County will become the property of the County and Consultant relinquishes all claims to such property.

5.22 Disentanglement

On termination of the contract, Consultant will provide all documents, data, drawings, plans, manuals, warranties, specifications, and other materials that will enable a complete transition of services to the County or any third party designated by the County, and will perform such additional tasks as may be necessary to enable the County or its designated third party to assume provision of the services without any interruption or adverse impact on any party's provision of services or on County activities. All such disentanglement activities are considered part of base services and must be completed to the County's satisfaction before final payment is provided.

5.23 Order of Governance

In the event of conflicting provisions, the following order of precedence will apply:

- Change Orders
- Scope of Work / Technical Provisions
- County Standard Terms and Conditions
- The RFP (if included)
- Proposal (if included)

5.24 Governing Law and Venue

This Contract is made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri will govern the construction of this contract and any action or causes of action arising out of this contract. All claims or causes of action arising out of this contract will be litigated in the Twenty-First Judicial Circuit Court of the State of Missouri

5.25 Insurance

The Consultant will be expected to maintain the following insurance coverage for the duration of any contract resulting from this RFP and prior to commencement of services under this contract, must provide the County with Certificates of Insurance for all required coverage. Any notice of policy cancellation, termination or modification of any kind must be provided to the County within 30 calendar days of the change. Failure to maintain insurance will be considered a material breach.

- 5.25.1 Commercial General Liability (CGL) and, if necessary, commercial general umbrella insurance with a limit of no less than \$1,000,000 per each occurrence. CGL insurance must be written on ISO occurrence form CG 00 01 04 13 or a substitute form providing equivalent coverage, and must cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury and advertising injury and liability assumed under an insured contract, including tort liability of another assumed in a business contract.

- 5.25.2 Business Automobile Liability - a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Limits of not less than \$1,000,000 per accident for bodily injury and property damage claims that may arise as a result of operations under this contract.
- 5.25.3 Workers Compensation Insurance and Employer Liability with statutory limits and Employer Liability Insurance with limits no less than \$500,000, if required by law.
- 5.25.4 Professional Liability (Errors & Omissions) Insurance appropriate to the Consultant's profession. Coverage will apply to liability for a professional error, act, or omission arising out of the scope of the Consultant's services under this contract. Coverage must be written subject to limits of not less than \$1,000,000 per occurrence. If there is an annual aggregate limit, it must be in the amount of \$3,000,000. If the policy is written on a claims-made form, the insurance coverage must be retroactive to the earlier of date of the contract or the commencement of the Consultant's work on the project and must remain in effect until the expiration of the applicable statute of limitations for all possible claims.

5.26 Proposer Certifications

By submitting a proposal, each proposer certifies that:

- 5.26.1 Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
- 5.26.2 It is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- 5.26.3 All required licenses, certificates and permits are or will be valid at the time of contract award and will be kept valid for the duration of the contract; and
- 5.26.4 Neither proposer, its employees, nor any affiliated firm providing goods and services contemplated by this solicitation has prepared the plans, specifications, or requirements for this solicitation, or has any other actual or potential conflict of interest; and
- 5.26.5 It is unaware of any financial or economic interest of any public officer or employee of the County relating to this solicitation.

SECTION 6 - PRICING AND PAYMENT

6.1 Payment

The County Council has appropriated \$1,000,000.00 for the Comprehensive Planning Process and Adoption. Proposers are encouraged to provide competitive pricing to the County, but the total compensation for services may not be more than the amount appropriated. Provide detail on everything that would be included in each phase, as well as any optional services or deliverables that may be provided. Payment will be made on satisfactory completion of each of four phases as shown below, and the County's acceptance of the required and supplementary deliverables associated with each. The final schedule and payment amounts are dependent on the negotiated contract.

PAYMENT SCHEDULE		
Estimated Timeframe	Service	Deliverable
July 2023	Planning Phase I	Community Engagement Facilitation Plan
January 2024	Planning Phase II – Facilitation & Drafting	Report on Facilitation Process
July 2024	Planning Phase III – Completed Plan Draft	Plan Draft
Plan Adoption and Contract Closeout	Final Planning Phase IV St. Louis County Council & Plan Adoption	Plan Adoption

6.2 Pricing of Additional Services

Provide detailed pricing and costs for the proposed additional services in the attached Additional Pricing Disclosure Form. All additional services must provide a detailed cost breakdown of all rates, costs, and expenses, and reflect all discounts and cost reductions available.

SECTION 7 - MINIMUM QUALIFICATIONS

7.1 Minimum Revenues

Prime proposers or joint venturers must have annual revenues of at least \$5,000,000.

7.2 Minimum Expertise (Evaluated in Phase 2)

- 7.2.1 The proposed Project Manager has a current American Institute Certified Planners (AICP) certification license.

- 7.2.2 The proposed Project Team has at least four of the following certifications and/or licenses: American Institute of Certified Planners (AICP), American Institute of Architects (AIA), Certified Environmental Planner (CEP), Certified Energy Manager (CEM), Energy Management Professional, (EMP) Professional Engineer (PE), Enterprise Resource Planner (ERP), International Economic Development Council (CEcD), Leadership in Energy and Environmental Design (LEED) and additional LEED credentials, Sustainability and Climate Risk Certification (SCR) and any advanced or specialty certification applicable to equitable and sustainable comprehensive planning.
- 7.2.3 The individual proposed to lead services for the Project Team has at minimum of five years' experience leading large local government projects.

SECTION 8 - SCOPE OF WORK AND DELIVERABLES

8.1 General Overview

The Department of Planning (“Department”) primarily serves as the local planning department for the unincorporated areas of St. Louis County, which account for roughly one-third of the land area and one-third of the population. The Department administers the zoning ordinance and subdivision ordinance, reviews site development plans and subdivision plats, prepares comprehensive plans, small area studies and other various planning documents, assesses boundary issues before the Boundary Commission, and staffs the County’s Planning Commission and Board of Zoning Adjustment.

The Department promotes citizen engagement throughout St. Louis County and shares information about on-going planning activities in the County by participating in area Chamber of Commerce Economic Development Committee Meetings, serving in advisory roles to community planning efforts, operating social media accounts, and managing the voluntary subdivision trustee contact database to support accessible community contacts.

The Department comprises eleven staff members: One Director, one Land Use Manager, one Senior Planner, four Planners, one Intermittent Planner, two Planning Technicians, and one Office Supervisor.

In 2022, the Planning Department’s budget appropriation was \$2,237,048.00, with \$1 million of that dedicated to secure the services of a firm to complete comprehensive planning services. In 2023, the Department’s personnel and operating budget is approximately \$970,000. In a typical year, approximately 90% of the Department’s budget is allocated for compensation of personnel, while the remaining 10% of the Department’s budget funds operating expenses.

The County is seeking proposals for the design, development, drafting, and implementation of *St. Louis County 2050: An Equitable and Sustainable Comprehensive Plan (the “Plan”)*.

Proposers should have extensive local government comprehensive planning expertise, a network of experts and subcontractors who will provide any necessary services, and experience, skill, and proven success developing comprehensive plans, sustainability plans, climate action plans, community visioning services, zoning and building codes, and similar processes.

8.2 Required Planning Experience

The County requires experience in the following areas:

8.2.1 Local Government and Community Participation and Engagement Facilitation

- A. Community and Stakeholder Assessment
- B. Stakeholder Outreach and Engagement - Academic, Industry, Nonprofit and Government/Elected/Appointed Officials
- C. Outreach and Engagement Agenda
- D. Executive Coalition Building and Facilitation
- E. Steering Committee, Task Force, and Working Group Facilitation
- F. Facilitating Stakeholder Meetings: In-person and Web-based Meetings and Town Halls
- G. Public and Group Surveys: In-person, Web-based, and Text
- H. Facilitating Review Meetings with Client
- I. Digital Web-Based Engagement Process

8.2.2 Comprehensive Plan Document Development

- A. Land Use Policy
- B. Housing Policy and Community Development
- C. Mapping and Data Visualization
- D. Economic Development
- E. Identification of Small Areas for Additional Study
- F. Developing and Reviewing Zoning, Subdivision, Design Criteria, Building Codes and other ordinances
- G. Infrastructure and Transportation Planning
- H. Sustainability and Climate Action Planning

- I. Diversity, Equity, and Inclusion Planning
- J. National, State, Regional, and Local Government Planning
- K. Document Drafting: Digital Web-based, Dashboard, Print, and Mobile Accessibility
- L. Planning for Local Government Operations and Crafting Policy Standards and Operating Procedures

8.2.3 Interactive Mapping Tool

- A. Modeling, Forecasting and Scenario Planning
- B. Mapping and Data Visualization
- C. Public Facing Interactive Map

8.2.4 Plan Implementation

- A. Outlining and Developing Implementation Approach
- B. Crafting Implementation Strategies and Schedules
- C. Potential Funding Preparation
- D. Recommending Performance Measurement Considerations

8.2.5 Plan Adoption

- A. Designing a Plan Adoption Approach
- B. Presenting Plan Documents to Residents and Public Officials
- C. Garnering Public Support and Understanding of the Plan

8.2.6 Meetings and Schedule

- A. Within 15 days following contract execution, submit a proposed schedule, defining planned services and activities necessary to complete the Deliverables within the prescribed timeframes. Consultant will guide the Department in project management while providing reliable, cost-efficient, risk-managed, and effective facilitation processes and recommendations to achieve the Department's strategic initiatives.
- B. Establish a schedule of regular meetings with the Department of Planning, other County Departments, the Executive Committee, and any other meetings as necessary for the performance of the services and as requested by County.

8.3 Reporting

The Consultant will provide updates to the County, and others as requested by County, as applicable, including the:

- 8.3.1 Department of Planning
- 8.3.2 Planning Commission
- 8.3.3 County Executive
- 8.3.4 County Council

8.4 Specific Deliverables

Following is a list of specific tasks and deliverables that will be required, along with demonstrated experience in providing comprehensive planning services and managing a high profile and complex project.

8.4.1 Planning Process Facilitation (“First Deliverable”)

Assist with local government and community process-planning and scheduling for community, intragovernmental, and intergovernmental outreach and engagement; stakeholder relationship building; regular steering, stakeholder and public meetings; working group/task force meetings; project website; periodic reporting; and public surveys.

8.4.2 Equitable & Sustainable Comprehensive Plan Document (“Second Deliverable”)

Deliver one local government comprehensive plan document with recommendations that consider all elements outlined in the Scope of Work. The Plan should contain an implementation outline, strategies, and process recommendations along with potential funding preparation.

8.4.3 Interactive Comprehensive Plan Mapping Tool (“Third Deliverable”)

Deliver a series of flexible map overlays and related resources that allow Department staff and community members to prepare and forecast flexible, adaptive, and resilient land use and infrastructure plans that consider environmental, social, economic development, redevelopment, and revitalization changes in the County.

8.4.4 Plan Adoption (“Fourth Deliverable”)

Work with the Department and County Executive to prepare and present the final plan for adoption by the County Council.

8.4.5 Plan Implementation (“Fifth Deliverable”)

Outline the recommended approach and process for Plan implementation to achieve goals and targets in St. Louis County by 2050, with milestones in 2030 and

2040, and the reviews at least once every five years as required under County Charter Section 2.180(33).

8.5 Community Outreach, Engagement and Participation

8.5.1 Provide the following to complete the first deliverable:

- A. Provide a summary of proposed engagement efforts and outreach activities, explaining how the results will inform the planning process. Include outreach to government, industry, business, non-profit, and public stakeholders.
- B. Include the perspectives of a broad range of community members. Community engagement and outreach efforts must supply information to all residents, with special attention paid to historically marginalized communities, including black and immigrant households. Prioritize accessibility by considering the needs of non-English speaking, differently abled, technologically isolated, and public transportation-dependent residents.
- C. The Plan must include exhibits of all survey and interview results and materials. Schedule and facilitate community engagement activities, meetings, surveys, and open forums and provide access across all seven County Council districts with special attention paid to Council Districts 4 and 6.
- D. While the majority of community engagement activities will occur early in the overall process, Consultant shall continue to solicit feedback from all stakeholders, working groups, and residents until Plan adoption. Representatives from the Department of Planning, County Counselor's Office, and County Executive's Office will approve all materials, messaging, and facilitation structures through the entire planning process.

8.5.2 Stakeholder Coalition

Provide information on the creation and management of stakeholder coalitions through Executive and Steering Committees, Task Forces, Focus Groups, Working Groups, and include their input on all required deliverables.

8.5.3 Public Meetings and Other Oral Facilitation Methods

All public meetings and other oral facilitation methods must include all demographics and geographic areas of St. Louis County. Special attention to accessibility for hard-to-reach populations is critical. Public input must inform all deliverables.

Examples of public meetings and other oral facilitation methods may include in-person town halls, virtual town halls, open houses, neighborhood and subdivision

meetings, focus groups, pop-up events, existing community events, stakeholder meetings, and similar events.

8.5.4 Surveys and Other Written Facilitation Methods

All surveys and other written facilitation methods and tools must be readily accessible to all demographics and geographic areas of the County. Examples of surveys and other written facilitation methods may include surveys for each stakeholder group, task force, or working group; micro-surveys to be used at town halls, community events, and other public meetings; social media outreach, *etc.*

8.5.5 Use of *stlouiscounty2050.com*

Manage *stlouiscounty2050.com* throughout the life of the planning process as a communication tool for the community and the County. The site must be dynamic, interactive, and visually appealing. The site must be capable of updates and maintenance by the County at the conclusion of the planning process.

8.6 Comprehensive Planning Document

8.6.1 Perform the following services and apply the defined considerations to complete the second deliverable:

- A. Deliver a comprehensive planning document with recommendations that include all elements of the Scope of Work and provide an implementation outline, strategies, and process recommendations along with potential funding preparation.
- B. Through the Planning Process Facilitation, craft a single governing vision to inform a collection of traditional comprehensive plan elements. Recommendations and strategies must support a final product that is flexible and adaptive. Predicting St. Louis County's exact circumstances in 2050 is impossible, so the Plan should provide a framework of concepts that will ensure St. Louis County is a more prosperous and environmentally sustainable region in twenty-five years. Many of the traditional comprehensive plan elements will need to address the County as a whole, while land use and zoning considerations are limited to unincorporated St. Louis County.
- C. All Plan elements must be grounded in sustainability and equity. To realize these values, the Plan should chart a direction for the County that includes recognition of barriers that impede the social and financial mobility of marginalized community members. Emphasis on sustainability is necessary for mitigating our region's precarious environmental conditions. The County is seeking good land use planning that can generate equitable and sustainable growth.

- D. In addition, the Plan must consider current constraints on local governments with smaller staffs, smaller budgets, and the lack of capacity to update long-outdated plans. The County is seeking a cohesive plan and multi-disciplinary approach that will facilitate future public-private partnerships, inter- and intra-governmental collaboration, and assist with securing future grant funding for efficient and effective local governance.
- E. The Plan must balance recommendations that improve the quality of life for existing residents and that also attracts new community members. County residents are proud of their home and recognize that a new vision must consider mechanisms for stimulating population growth and expanding economic opportunity.

8.6.2 Topical Considerations for the Equitable & Sustainable Comprehensive Plan Document

A. Equity

The Plan requires consideration of marginalized communities and individuals that have historically been excluded from the planning process. Participatory planning is key for furthering local environmental justice goals and compels local governments to focus on equitably distributing resources while also removing restrictive measures detrimental to the quality of life for County residents.

B. Sustainability

Sustainability is a primary element of the Plan. A sustainable comprehensive plan requires consideration of the interrelatedness of policy decisions and their consequences to ensure meeting the needs of the present does not compromise the ability of future generations to meet their own needs.

C. Built Environment

The current built environment reduces the ability of residents to travel via any methods except automobiles. The County's low-density development pattern also may perpetuate regional inequality, which manifests as localized food insecurity and lack of public transportation access. These conditions prove taxing as population loss and high rates of vacancy result in illegal dumping and other noxious behaviors. The Plan must offer solutions for reimagining a built environment that was initially developed for single-family households and urban commuters.

D. Fragmentation and Inter-Governmental Cooperation

St. Louis County currently includes 88 municipalities. Planning practices are not consistent throughout the County. Provide recommendations and

strategies to strengthen planning services to under-resourced areas and suggest methods for inter-governmental cooperation.

E. Circular Economy

A circular economy keeps raw materials, components and products in the production loop longer, reducing waste, and lowering emissions. Circularity and sustainability concepts should flow throughout the Plan.

F. Public Health

Public health considerations must inform each Plan deliverable as the built environment has a direct impact on public health. The built environment is intertwined with other factors such as economic status, community cohesion, educational attainment, food security, and healthcare access, to shape a community's health. Planning strategies should seek to remediate current disparities in place-based resources for health and proactively build a County where residents of every zip code can thrive.

The Plan must consider adaptations to the built environment that raise public health standards across the County. This could mean the Plan seeks to consider public health implications in land use, facility siting, job training, and all elements.

G. Climate Change

Climate Change jeopardizes the long-term viability of County residents' livelihoods. Comprehensive plans and future land use and developments cannot disregard the social, economic, and environmental realities of our region's conditions. In the last half decade, extreme temperatures, more frequent droughts, floods, and disastrous storms have revealed the challenges ahead—threatening urban, suburban, and rural communities throughout both Missouri and St. Louis County.

H. Natural Disasters

Increased global temperatures will yield more frequent extreme weather events and natural disasters. The St. Louis region is exposed to sustained heatwave-caused droughts followed by heavy rains that result in flooding episodes. These dangerous episodes severely impact our most vulnerable populations. The Plan must offer strategies for building resiliency in the face of natural disasters exacerbated by climate change.

I. Environmental Quality – Air, Land, & Water

Erosion of environmental quality is of high concern to County residents. There has been a significant loss of open space in St. Louis County over the last century as humans have developed the landscape. This has had detrimental effects on air, land, and water resources. The Plan must include

recommendations for establishing a standardized process and protocols for compliance and enforcement of national, regional, state, and local environmental quality regulations relating to land, air, and water.

Land use decisions and other public policies must prioritize solutions for reducing carbon emissions and improving air quality. The Plan must offer strategies for improving air quality, and the benchmarks for assessing local changes.

The Plan must detail specific action items for protecting St. Louis County's land and soil and identify areas most at jeopardy of experiencing significant pollution or soil erosion.

Rivers and stream have long defined the St. Louis region and require deliberate consideration for preserving water sources and managing flood waters. Additionally, the St. Louis region has experienced increased flash flood events. The Plan must describe mechanisms and benchmarks for achieving water quality goals and flood hazard mitigation.

J. Resilience

Resilience avoids quick, inadequate solutions that do not meet the deepest needs of communities but instead employs restorative and regenerative designs for addressing long-term issues and helping communities bounce back quickly after disaster. The Plan must incorporate resilience throughout all elements.

K. Habitat Preservation & Biodiversity

Habitat preservation and the methodical expansion of biodiversity in a suburban context is crucial for reducing the impact of natural disasters as well as promoting a stronger human-nature connection. Sprawling development patterns jeopardize the County's natural habitats, which have seen significant degradation over the last century. The Plan must offer recommendations for protecting and resuscitating natural environments.

L. Stormwater

In the face of increased stormwater volumes and the frequency of 100-year and 500-year rainfall events, the Plan must consider ways to improve the County's stormwater infrastructure.

M. Energy

Energy sourcing and energy efficiency measures are critical for mitigating dangerous temperature episodes, especially when the energy grid is vulnerable. The Plan must suggest ways to meet County operations and community-wide energy needs with dependable, sustainable, and cost-

effective strategies to improve energy efficiency, renewable energy generation, and electric vehicle charging infrastructure.

N. Emissions

Our future environment, economic vitality, and social cohesion depend on a stable climate that protects the health, safety, and welfare of our residents. The Plan must offer strategies to reduce greenhouse emissions from government operations and community wide.

8.6.3 Comprehensive Plan Elements

The Department recognizes that the Plan as conceptualized will break from past plans adopted by the County. When drafting the Plan document, the following elements are to be included. However, the Consultant may modify, combine, retitle, or suggest new elements for the Plan document with Department approval. As some elements have County-wide implications, and others focus on unincorporated St. Louis County, the Consultant must indicate the appropriate scope of each analysis.

8.6.4 Introduction, Trends, and Demographics

Prepare population studies and other demographic, market, and economic analyses of the community and prepare estimates, projections, and forecasts for five-, ten-, and twenty-year planning horizons. The primary data source to be used will be U.S. Census Bureau information. More locally relevant estimates may be used to supplement the Census data and identify where immediate trends have shifted or accelerated. Provide demographic analysis for the County as a whole including unincorporated areas.

Projected trends, demographic analysis, and the market profile of the County must be considered for all subsequent elements and recommendations. The County expects an overarching vision for the Plan that incorporates input from all stakeholders.

8.6.5 Land Use

Describe, in mapped, visual, and written form, current development patterns, including the locations of major land-use classifications (residential, commercial, industrial, agricultural, and public), residential densities, commercial and industrial corridors, green space, natural resources and waterways, productive agricultural areas, and existing infrastructure. Overall environmental quality, habitat preservation and biodiversity expansion, steep slope protection and tree preservation should be evaluated.

The Land Use element should offer recommendations that promote an equitable and sustainable built environment in unincorporated St. Louis County. It must include a compilation of objectives, policies, goals, maps, and programs for the

effective management of the County's land. Discuss existing regulations and evaluate whether changes are warranted.

Identify and prioritize areas that are suitable for multiple types and scales of development, redevelopment and/or revitalization or should undergo further in-depth study. This includes identifying and prioritizing areas where large-scale re/development should take place, areas where moderate re/development is appropriate, and areas that should be protected from development. Of particular importance are areas where the County and its residents contend with flooding, the urban heat island effect, and other localized natural disaster impacts.

With the Department of Planning identify and propose key areas for study within St. Louis County, including unincorporated small areas appropriate for targeted review. A map depicting the Census Designated Places within unincorporated St. Louis County can be found on the RFP Resources page on stlouiscounty2050.com.

8.6.6 Housing

Provide a housing element consisting of standards, plans, and principles for new and existing residences. This element should promote and prioritize choice, diversity, and affordability to meet the needs of the County's workforce and resident population, with special consideration for lower-income, older-adult, and differently-abled residents. All proposals should balance accommodation for new residents with preserving quality of life for existing residents.

In the housing element, assess the age, value, occupancy characteristics, and density of the County's housing stock. Assess locations where infill development and adaptive reuse opportunities are feasible. In particular, identify policies and programs that promote the availability of land for the development or redevelopment of housing for all income levels.

The County has experienced a prolonged period of population stagnation coupled with outward growth of a low-density, auto-dominated built environment. To stimulate population growth, changes are necessary to expand diverse housing options. The County's built environment pushes growth into neighboring counties which creates significant cultural, environmental, and fiscal issues. Housing policy is crucial for stemming population losses, and the Plan should include strategies for addressing this challenge.

8.6.7 Culture and Entertainment

St. Louis sports teams and arts venues unite an oft-fragmented region. Not only are these cultural strengths a source of pride, but they also attract potential newcomers. The Plan should include estimates of the cultural and economic value of the region's entertainment market. Further, the County requires methods for expanding cultural opportunities in underserved neighborhoods and communities.

8.6.8 Transportation

Provide plans and recommendations for improving the County's transportation networks to provide for the efficient movement of people and goods and build resilience against natural disasters. Include an evaluation of the County's existing road network hierarchy. Consider accessibility for all County residents, with special attention paid to street design for children, lower-income residents, differently abled residents, older adults, and other vulnerable populations. Integrate transportation recommendations with land-use strategies.

Examine the impacts of technological innovation, including electric and autonomous vehicles and charging infrastructure. While a shift towards electric vehicles is foreseen, the Department seeks a forecast for how this shift may affect the current and future built environment. Additionally, Bi-State Development (Metro), the local transit authority, continues to study possible expansion of the region's light rail system.

Along with considerations regarding impacts on personal automobiles and public transit networks, the transportation element must tie together with the [St. Louis County Action Plan for Walking and Biking](#) issued in 2021. Provide recommendations for equitable infrastructure development, with special consideration for disinvested communities. The Consultant is not expected to prepare new traffic or pedestrian studies, but rather to review the County's Complete Streets ordinance and identify areas for walking and biking opportunities and offer strategies and policies that expand multi-modal transportation accessibility and introduce improved infrastructural resiliency.

8.6.9 Infrastructure and Utilities

Provide recommendations regarding both traditional infrastructure and utility typologies, as well as future innovations. Also consider how funding associated with the Bipartisan Infrastructure Law and the Inflation Reduction Act can benefit the County.

Traditional infrastructure encompasses major elements of the built environment, including road networks, bridges, electrical grids, stormwater and wastewater systems, water delivery systems, and buildings that allow society to operate efficiently. Recommend methods for equitably distributing targeted infrastructure interventions. Also consider the funding needs and sustainability of local roads, especially those connecting single-family subdivisions, which are not eligible for federal funding participation. Balance future-thinking recommendations with current necessities that also affect regional transportation networks.

Consider existing utility types including sanitary sewer services, on-site wastewater treatment technologies, storm water management, water supply, solid waste disposal, etc., as well as clean energy generation such as solar, wind, hydropower, geothermal, and nuclear sources, biomass waste-to-energy (WtE). Energy consumption is a major greenhouse gas contributor. Propose opportunities for reducing energy consumption without unduly hindering economic productivity.

Include an approximate timetable that forecasts the need in the County to expand or rehabilitate existing utilities and facilities or to create new utilities and facilities. The element will consider sewer infrastructure capacity and the demands of existing and future land uses and developments.

Significant federal support for infrastructure projects has renewed enthusiasm for updating our built environment. Improved energy efficiency and expanding internet access are two especially critical elements to a modern infrastructure program. Improving internet and telecommunication availability for low-income households and other isolated groups is critical for ensuring equitable economic growth. Provide recommendations for expanding last and middle mile infrastructure to bolster regional broadband access.

8.6.10 Economy

Provide an analysis of economic trends, both nationally and locally, and provide an overview of existing economic conditions in the County and an analysis of barriers to economic growth and mobility. The element will provide strategies to reduce or eliminate those barriers to create a sustainable economy. Identify existing commercial and industrial corridors, each corridor's overall health, and strategies for continued development or redevelopment of those corridors.

Give special consideration to retail corridors in the County. Include strategies for facilitating the transformation of auto-oriented strip malls and shopping malls into more vibrant, mixed-use spaces. Include suggestions for other non-retail businesses jeopardized by e-commerce, like banks and office buildings. With few greenfield development opportunities remaining, the County needs to retrofit the built environment that no longer meets the current economic landscape.

To promote sustainable employment growth, review ways of expanding economic opportunities for historically disadvantaged communities. Workforce development strategy must attract outside talent and facilitate social mobility for current County residents. Propose strategies for leveraging economic assets, such as foundational industries and academic institutions, while bolstering the strengths of emerging employment bases.

8.6.11 Service Provision in St. Louis County

Analyze the existing service provision network in the County, including: police services; fire services; parks and recreation facilities; land, building, and facilities owned by the County; community development services; and human and social services. Discuss the existing concentrations of service provision and identify areas of needed new or improved services. Identify funding opportunities, process and programming improvements, and implementation strategies for new or improved service provision. This analysis is to ensure the best-in-class public services for County residents, businesses, and municipal partners.

8.6.12 Codes & Ordinances Review

Review and provide strategies for improvement to the County's codes and ordinances regulating land use, development, redevelopment, and revitalization of unincorporated St. Louis County. Offer strategies for improving these codes.

Review the County's Zoning (Chapter 1003) and Subdivision Ordinances (Chapter 1005) to ensure that new development and re-development takes into consideration the desired future character of the County. The Plan should examine potential impediments to future growth and development that may require zoning or subdivision ordinance amendments. While the drafting of new ordinances is not expected during this planning process, specifically identify and make recommendations for any zoning amendments, with any sample legislation, if available. Review the County's building code with analysis that examines impediments to reducing emissions.

Recommendations may include removal of obsolete regulations, exploration of special use and overlay districts to control undesired land uses, and/or the introduction of new regulations aimed at meeting land use and climate goals. Include a discussion of existing special use districts in other jurisdictions and their effectiveness in achieving desired outcomes.

8.7 Mapping Tools

To provide the third deliverable, address the following components and considerations:

- 8.7.1 Provide a scenario planning mapping tool that projects environmental, social, economic, and redevelopment potential in the County. The tool should enable scenario planning with three-dimensional modeling capability, a user-friendly dashboard, and built-in reporting function. Provide a flexible adaptive mapping tool rather than a series of traditional, static future land use recommendations.
- 8.7.2 At its most basic level the Department's current public-facing GIS map highlights the incorporated (including municipal names) and unincorporated regions of St. Louis County. The map allows users to locate specific parcels by street address and/or locator number. Once a parcel is located, users can review St. Louis County Assessor data related to ownership and land value, among other information. Other mapping capabilities include highlighting departmental jurisdictions, zoning districts, MSD infrastructure, and aerial images from 1937 to 2018.
- 8.7.3 The County faces many challenges, whether related to industrial shifts, climate adaptations, or population losses. The series of mapping overlays should exhibit predictive forecasting related to such topics as changes in tree canopy coverage, urban heat islands, floodplain risk, and population patterns through the year 2050. Deliver an interactive comprehensive mapping tool with user-friendly dashboard functions and economic, social and environmental mapping overlay features that allows the Department to model, index, calculate and plan

equitable and sustainable future land use and infrastructure opportunities for development, redevelopment, and revitalization in St. Louis County.

8.7.4 The mapping tool will also assist the Department of Planning and stakeholders in making informed fiscal investments. The tool's adjustable forecasting will improve the Plan's pragmatic utility, allowing for efficient implementation into existing planning workflow. Ultimately, the adaptive mapping tool should facilitate holistic planning that will benefit all County residents. It should enable scenario planning with forecasting modeling options related to and including, but not limited to, the following topics:

- Land Development
- Watershed & Flood Prone Areas
- Demographics
- Urban Heat Island
- Tree Canopy
- [Promise Zone](#)
- Housing Densities and Typologies
- Housing Affordability and Demand
- Traffic Impacts/Trip Generation
- 15 minute neighborhood (access to work, school, amenities, healthcare, retail)
- Public Transit and Micro Transit
- Bike/Pedestrian Facilities
- Electric Vehicle Charging Infrastructure
- Blueways, Greenways, and Trails
- Public Spaces (Parks, Greenspace, Plazas, etc.)
- Food Insecurity
- Solid Waste Disposal and Waste Diversion
- Environmental Quality Standards
- American with Disabilities Act (ADA) Impacts
- Concentration of non-English speaking households

8.8 Plan Adoption

To complete the fourth deliverable, provide the following services:

8.8.1 Work closely with the Department through the plan adoption process. In addition, prepare presentations for other local government stakeholders that may include the Department of Planning, County department leadership and

staff, County Executive staff, and the County Council. Throughout the planning process, Planning Commission members and Council members and their legislative assistants must be kept abreast of Plan developments through regular reports. Facilitate as many meetings or events needed to garner support for the Plan prior to the formal adoption process, as briefly outlined below.

8.8.2 Upon completion of the final draft, present an overview, a copy of the Plan, and an executive summary at an Executive Meeting of the Planning Commission for their consideration and recommendation of adoption to the County Council.

8.8.3 Adoption of the Comprehensive Plan requires legislative process by the County Council. The typical legislative process takes 4-8 weeks.

Meeting 1: The Planning Commission's recommendation is forwarded to the County Council, which will receive and file the recommendation at their next regularly scheduled meeting. The County Counselor will be directed to draft the appropriate legislation for introduction of the bill at a subsequent Council meeting.

Meeting 2: The County Council Clerk will read the bill into the record.

Meeting 3: The County Council will vote to perfect the bill's language.

Meeting 4: The County Council will vote for final passage of the bill, after which the County Executive may sign the legislation.

8.9 Implementation

To complete the fifth deliverable, outline and describe the recommended approach, strategies, process, budget, and funding required to implement the Plan from 2025 through 2050. Derive the implementation recommendations and approach from the planning process facilitation and the Plan document and include specific milestones to be achieved by 2030 and by 2040 that accelerate the County's efforts to achieve equitable and sustainable land use goals and targets by 2050. Include the incremental five-year plan updates required by the County Charter. Include accountable actions for both government and County stakeholders, overseen and administered by the Department of Planning. Provide recommended implementation approaches for the Plan that include the following:

8.9.1 Implementation Strategies

Identify specific, achievable, measurable, realistic, and timely steps that will be taken to achieve the Plan's stated goals, objectives, and target deadlines. Implementation strategies will serve as a guide for County departments and the County Council in adopting ordinances, resolutions, programs and policies, and general public support to allocate resources to achieve the stated goals and objectives of the Plan. Organize recommendations based on intensity of

commitment (short vs. long-term goals) and category. Some recommendations may require policy changes while others focus on capital improvements. A hierarchy of priorities can help direct plan implementation. Organize goals and proposed milestones with a flowchart.

The Department anticipates that the Consultant will integrate insights, critiques, and suggestions from different stakeholder community groups to ensure broad support. Therefore, the content of the implementation deliverable may evolve during the planning process.

8.9.2 Implementation Outline

Describe the approach for implementing the Plan. The County will assign responsibilities and projects to appropriate departmental personnel, setting expectations for deadlines and goals. Various Plan committees will rely on the Plan for setting expectations amongst collaborative partners. Assist the Department with identifying pragmatic strategies for maintaining partner responsiveness and accountability.

8.9.3 Budget & Funding Preparation Guidance

Advise and guide the Department in preparing for and navigating the County's annual budget process. In addition, assist the Department with identifying other funding sources or approaches.

SECTION 9 - EVALUATION CRITERIA

Proposals will be evaluated according to the following criteria.

- Key Personnel and Organization - Qualifications of the proposer and the project team. This may include education, training, certifications, and evidence that the individuals on the team are current on industry best-practices and have germane experience related to this engagement, have demonstrated success in similar projects in urban areas, and their availability and training make them appropriate for this project.
- Estimated labor hours and effort required for each phase of the Plan, soundness of approach and required effort for accomplishing work, including project requirements and processes, acceptability of proposed schedule, methods of monitoring progress and managing schedule status, and understanding of the requirements applicable to each of the five deliverables:
 - Planning Process Facilitation
 - Equitable & Sustainable Comprehensive Plan Document
 - Interactive Comprehensive Plan Mapping Tool
 - Plan Adoption
 - Plan Implementation

- Clarity and quality of overall proposal
- Demonstrated understanding of each deliverable and a clearly defined approach to how the Proposer intends to achieve each deliverable.

SECTION 10 - STLCO 2050 SCORING MATRIX

Phase 1 – Business Profile & Experience Survey	Basis For Score	Possible Points	Evaluator
Annual Revenues	The prime proposer or joint venture proposer responding to this RFP has annual revenues of at least \$5,000,000. There is no minimum annual revenue requirement for subcontractors.	Pass/Fail	Designated Point of Contact
Experience Questionnaire	Meets the minimum score threshold; 90/150 for prime proposers and joint venture participants or 45/150 for subcontractors	Pass/Fail	Designated Point of Contact
Phase 2 – Written Proposal	Basis For Score	Possible Points	Evaluator
Experience Questionnaire Indexed Total Score	Indexed score of the minimum experience questionnaire for all members of the proposed Project Team.	25	Evaluation Committee
Project Manager Certification and Experience	The proposed Project Manager has a current American Institute of Certified Planners (AICP) license and has a minimum of 5 years of experience leading large local government projects.	Pass/Fail	Designated Point of Contact
Project Team Certifications	Members of the proposed Project Team have at least four of the following certifications and/or licenses: American Institute of Certified Planners (AICP), American Institute of Architects (AIA), Professional Transportation Planner (PTP), Certified Environmental Planner (CEP), Certified Energy Manager (CEM), Energy Management Professional (EMP),	Pass/Fail	Designated Point of Contact

	Professional Engineer (PE), Enterprise Resource Planner (ERP), International Economic Development Council (CEcD), Leadership in Energy and Environmental Design (LEED) and additional LEED credentials, Sustainability and Climate Risk Certification (SCR) and any advanced or specialty certification applicable to equitable sustainability comprehensive planning.		
Sustainability Form	Completion of sustainability form	Pass/Fail	Designated Point of Contact
Team Composition	Entirety of team demonstrated experience across all deliverables and team composition reflects a commitment to using M/WBEs and local vendors	10	Evaluation Committee
Facilitation	Demonstrates ability to facilitate community and local government engagement	25	Evaluation Committee
Comprehensive Plan Document	Demonstrates understanding of all required comprehensive plan deliverables, design, and elements	25	Evaluation Committee
Mapping Tool	Demonstrates familiarity with advanced GIS modeling, forecasting, and scenario planning; s	10	Evaluation Committee
Plan Implementation	Demonstrates ability to create actionable implementation strategies	10	Evaluation Committee
Plan Adoption	Demonstrates ability to guide plan with Department through adoption process	10	Evaluation Committee
Overall Quality of Proposal	Written proposal is clear, professional, and demonstrates understanding of the RFP scope of services	10	Evaluation Committee
Additional Pricing Disclosure	Description of additional services and pricing is clear	Pass/Fail	Designated Point of Contact

Phase 3 - Selected Top-Ranked Oral Presentations	Basis For Score	Possible Points	Evaluator
Organization	Presentation is well thought out and reflects full scope of submitted proposal and each team members' role	7	Evaluation Committee
Presentation of submitted proposal, key personnel, and supplemental materials	Presentation is clear, concise, and demonstrates an understanding of the RFP; key personnel are present; accompanying media is clear and supports presentation which is easily understood and provides additional insight into the submitted proposal	7	Evaluation Committee
Professionalism and Communication style	Presentation of submitted proposal is professionally communicated; proposer is prompt, prepared, and presents in a businesslike manner clearly communicated	5	Evaluation Committee
Question and Answer	Demonstrates full knowledge of the RFP scope of services; clearly answers questions regarding proposal and presentation and provides further clarifying information	6	Evaluation Committee