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Request for Proposals

I. Introduction

The City of St. Louis Park is expanding its Title VI Plan into a city-wide program and is seeking request for proposals for consulting services to support this effort. The current Title VI Plan grew out of the engineering department to abide by the Federal Highway Administration Title VI nondiscrimination requirements. The engineering Title VI Plan was approved by council in 2022. Now the city is looking to expand the Title VI Plan into a program citywide starting in 2026. The project is set to begin in November 2025. The selected consultant will be responsible for reviewing and updating the current Title VI Plan to reflect citywide efforts, review and provide recommendations for the Language Access Plan, conduct analysis of the city's current discrimination report process, provide recommendations for city employee Title VI trainings, and robust public participation engagement. Please review section, **"Scope of Services"** for details. The selected consultant will work closely with the racial equity and inclusion division as the lead for this RFP. The process should encompass the city's strategic priorities, listed below:

- St. Louis Park is committed to being a leader in racial equity and inclusion in order to create a more just and inclusive community for all.
- St. Louis Park is committed to continue to lead in environmental stewardship.
- St. Louis Park is committed to providing a broad range of housing and neighborhood-oriented development.
- St. Louis Park is committed to providing a variety of options for people to make their way around the city comfortably, safely and reliably.
- St. Louis Park is committed to creating opportunities to build social capital through community engagement.

The City of St. Louis Park is a forward thinking and acting community. Residents, businesses and visitors experience a high level of service, responsiveness and community engagement which make St. Louis Park a community of choice. Resources to provide these services include an annual budget of nearly $50 million and a staff of about 300 full-time employees. The city operates under a council-manager form of government established by its home rule charter. The elected seven-person city council sets the policy and overall direction for the city. City staff, under the direction of the city manager, carries out council decisions and provides day-to-day services. The community is served by nine departments – administrative services, building and energy, communications and technology, community development, engineering, fire, parks and recreation, police and public works. For more information, visit our city website:

- Vision 4.0
- St. Louis Park City Council Strategic Priorities
- About the City of St. Louis Park

A copy of the 2022 approved Title VI Plan can be found on our city archived website under Meeting Agendas & Minutes via Lasherfische WebLink on page 23:
https://laserfiche.stlouispark.org/WebLink/DocView.aspx?id=789934&dbid=0&repo=SLP&searchid=a0638a93-31cb-4fe6-af41-c53cac0a1b0b&page=23

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II. Scope of Services

The selected consultant will meet with the Racial equity and inclusion division to obtain background to the project and how the information will be used to help update the Title VI Program.

Proposals should include how the consultant will

1. Provide methods to effectively review and update a comprehensive Title VI Program and Language Access Plan to meet all current federal regulations, public participation plan, external complaint procedures, and compliance monitoring framework
2. Conduct analysis and reports on city services, facilities, demographic data, and annual Title VI accomplishment report
3. Recommend or propose support materials and activities for staff training, communication materials, and review of existing materials
4. Provide examples of reports provided in previous work as it relates to a Title VI Program and Language Access Plan

Please review the section titled "Statement of Content of RFP" for a full list of proposal requirements.

Timeline:

- **Mon, October 13, 2025**: RFP Opens
- **Fri, October 24, 2025 @ 12:00 p.m. (Noon) CST**: RFP Closes
- **Mon, October 27 – Fri, October 31, 2025**: Committee Interview/Selection
- **Fri, October 31, 2025**: Consultant announced
- **Mon, November 3 – Fri, November 14, 2025**: Initial consultation and project plan with REI Division and City staff
- **Mid November – Mid January**: Internal review and data analysis
- **Mid January – Mid March**: Draft of updated Title VI Program, LAP, Public Participation Plan, and Complaint procedures
- **End of March 2026**: Final report recommendations to the updated Title VI Program, implementation, and staff training

Overall anticipated project timeframe: 5 months
Allocations for this project includes:

- November – December 2025: $26,000.00
- January – March 2026: $40,000.00
- **Overall total: $66,000.00**

III. Instructions to Proposers

Deadline for submission is **12:00 p.m CST. on Friday, October 24, 2025**

Proposals must be submitted electronically in a PDF format. All proposals, questions, and correspondence should be directed to: Pa Dao Yang, Racial equity and inclusion director, pyang@stlouisparkmn.gov. To

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ensure a fair review and selection process, firms submitting proposals are prohibited from contacting any other city staff or council members regarding these proposals.

IV. Statement of Content of RFP

The proposal should be fully self-contained and display clearly and accurately the capabilities, knowledge, experience and capacity of the consultant to meet the requirements and functions included in the RFP. The minimum qualifications and requirements include:

A. Title page (consultant's name, address, phone, contact person, date)
1. If there are multiple primary contacts, please include the aforementioned information for each and indicate which person is the contact for the RFP process.

B. Statement of the proposal (work, timetable, availability)
1. Describe what strategies and/or processes will or may be used
2. Describe your approach to project management and communication with city staff
3. Outline the scope of work you propose to use for this project, including a proposed timeline
4. Include a sample form or documentation that will be used for council and leadership team

C. Consultant's or firm's profile/history/experience (client references)
1. Include a list of the type(s) of work the firm specializes in and any current/previous experience working with a similar scope of work, with a list of any current/previous local government clients
2. Include at least three (3) clients who can speak to their experience working with your firm, including their name, title, organization, phone number and e-mail address

D. Quote/fee structure
1. Each proposal submission should include a detailed quote, cost proposal or fee structure that details fees per task/service and hours per task/service, including total hours, for each key role/staff person. Services provided should be described not to exceed **$66,000.00.** for 2025 and 2026 work**.**

V. Proposal Evaluations

City staff will establish a selection committee to participate in a review of all received proposals. The consultant may be asked to participate in an interview. The evaluation will consist of a review of the functions, qualifications and ability to meet the project objectives.

The city reserves the right to request, from any or all consultants or firms, supplemental information that clarifies submitted materials.

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VI. Agreement Terms

A draft agreement of services contract is attached to this RFP for review. The consultant's proposal would be attached to the signed agreement of services contract as an appendix.

VII. City's Timetable (*Tentative*)

RFP Issued:	Mon, October 23, 2025
Submission Deadline:	12 p.m. (Noon) Fri, October 24, 2025
Interviews begin:	Mon, October 27 – Fri, October 31, 2025
Selection Notification:	Fri, October 31, 2025
Project Completion:	Work will begin November 3, 2025 and anticipate to complete at the end of March 2026.

VIII. Other Information

The City of St. Louis Park intends to enter a contract with the selected company that best satisfies the needs of the city up to the cost of **$66,000.00**. This RFP does not commit the city to award a contract or share any expense of preparing these proposals.

The City of St. Louis Park reserves the right to award the total proposal, to reject any or all submitted proposals in whole or in part, and to waive any informality or technical defects, in the city's judgement.

The City of St. Louis Park is not liable for any cost incurred by the prospective firms prior to the signing of the contract.

IX. Attachments

- Agreement for professional services contract draft

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AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on the ____ day of _____, 2025, between the **CITY OF ST. LOUIS PARK**, Minnesota ("City"), whose business address is 5005 Minnetonka Boulevard, St. Louis Park, Minnesota 55416-2290, and ____ ("Consultant") whose business address is _____.

PRELIMINARY STATEMENT

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms, or corporations providing such services enter into written contracts with the City. The purpose of this contract is to set forth terms and conditions for the Consultant to assist with city manager's annual performance review.

The City and Consultant agree as follows:

1. **Scope of Services.** The Consultant agrees to provide professional services as described in Exhibit A, attached and made a part of this Agreement.

2. **Time for Performance of Services.** The Consultant agrees to perform the services provided in Exhibit A, attached and made a part of this Agreement. The term of this Agreement shall be from _____ __, 2025 through _____ __, 2025, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period, as they deem appropriate, and upon the terms and conditions as herein stated.

3. **Compensation for Services.** The City agrees to pay the Consultant for services as described in Exhibit A. Compensation shall be in accordance with Exhibit A, attached and made a part of this Agreement and shall not exceed $66,000.00, excluding expenses and reimbursables, without prior written authorization by the City.

4. **Special Consultants.** The Consultant may utilize Special Consultants when required by the complex or specialized nature of the Project and when authorized in writing by the City.

5. **Extra Services.** The City will pay Consultant for extra services by the Consultant or Special Consultants only when authorized in writing by the City.

6. **City Services Provided**. The City agrees to provide the Consultant with the complete information concerning the scope of the Project and to perform the following services:
   A. Access to the Area: The City shall obtain access to and make all provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform such work as surveys and inspections in the development of the Project.

   B. Consideration of the Consultant's Work: The City shall give thorough consideration to all reports, sketches, estimates, drawings, and other documents presented by the Consultant, and shall inform the Consultant of all decisions within a reasonable time so as not to delay the work of the Consultant.

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C. Standards: The City shall furnish the Consultant with a copy of any design and construction standards they may require in the preparation of the report for the Project.

D. Owner's Representative: A person shall be appointed to act as the City's representative with respect to the work to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions, with respect to the materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

7. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, itemized bills for professional services performed under Sections 1-5 of this Agreement. Bills submitted shall be paid in the same manner as other claims made to the City.

A. Progress Payment: For work reimbursed on an hourly basis, the Consultant shall indicate the following for each employee: name; job title; the number of hours worked; rate of pay; a computation of amounts due; and the total amount due for each project task. Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Section 471.38. For reimbursable expenses, if permitted in Exhibit A, the Consultant shall provide such documentation as reasonably required by the City.

B. Abandoned or Suspended Work: If any work performed by the Consultant is abandoned or suspended in whole or in part by the City, the Consultant shall be paid for any services performed on account of it prior to receipt of written notice from the City of such abandonment or suspension, all as shown on Exhibit A attached hereto and incorporated herein by reference.

C. Payments for the Consultant's Reimbursable Costs. The Consultant shall be reimbursed for the work of special consultants, as described in Section 4, and for other items when authorized in writing by the City. This shall include items such as: transportation of principals and employees on special trips to the Project or to other locations, materials and supplies, and reproduction of reports.

8. **Accuracy of Work.** The Consultant shall be responsible for the accuracy of the work and the utilization of all determinant data, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of Consultant without additional compensation.

9. **Authorized Agents.** The City shall appoint an authorized agent for the purpose of administration of this agreement. The Consultant is notified the authorized agent for the City is as follows:

Pa Dao Yang, Racial equity and inclusion director
City of St. Louis Park
5005 Minnetonka Boulevard
St. Louis Park, MN 55416
952.928.2846
rvorpahl@stlouisparkmn.gov

The City is notified the authorized agent for the Consultant is as follows:

_____
_____

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_____
_____

10. **Audit Disclosure.** The Consultant shall allow the City or its duly authorized agents reasonable access to such of the Consultant's books and records as are pertinent to all services provided under this Agreement. Any reports, information, data, etc. given to, or prepared or assembled by, the Consultant under this Agreement which the client requests to be kept confidential shall not be made available to any individual or organization without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the City upon termination of this Agreement, but Consultant may retain copies of such documents as records of the services provided.

11. **Termination.** This Agreement may be terminated by either party by seven (7) days' written notice delivered to the other party at the address written above. Upon termination under this provision if there is no fault of the Consultant, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the City terminates the Agreement because the Consultant has failed to perform in accordance with this Agreement, no further payment will be made to the Consultant, and the City may retain another consultant to undertake or complete the work identified in Section 1 (Consultant Services). If as a result, the City incurs total costs for the work (including payments to both the present consultant and a future consultant) which exceed a maximum Agreement amount, if any, specified under Section 3 (Compensation for Services), then the Consultant shall be responsible for the difference between the cost actually incurred and the Agreement amount.

12. **Subcontractor.** The Consultant shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized agent of the City. The Consultant shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of Consultant used to perform any portion of this agreement shall report to and bill Consultant directly. Consultant shall be solely responsible for the breach, performance or nonperformance of any subcontractor. The Consultant shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor. If the Consultant fails within that time to pay the subcontractor any undisputed amount for which the Consultant has received payment by the City, the Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of 1-1/2 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

13. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent consultant and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.

14. **Non-Discrimination.** During the performance of this contract, the Consultant shall not discriminate against any employee or applicants for employment because of race, color, creed,

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religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this section in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

15. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

16. **Services Not Provided For:** No claim for services furnished by the Consultant not specifically provided for herein shall be honored by the City.

17. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of the Agreement.

18. **Entire Agreement.** The entire Agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

19. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant shall abide by all statutes, ordinances, rules, and regulations, including to the extent it is applicable the Minnesota Government Data Practices Act, pertaining to the provisions of services to be provided. Any violation shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

20. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

21. **Indemnification.** Consultant agrees to defend, indemnify and hold the City, its officers, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, arising from negligent acts or otherwise wrongful acts or omissions, including breach of a specific contractual duty, of the Consultant, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Consultant fully to perform, in any respect, all obligations under this Agreement.

22. **Insurance.**

A. General Liability: During the term of this Agreement, Consultant shall maintain a general liability insurance policy with limits of at least $1,500,000 for each person, and each occurrence, for both personal injury and property damage. This policy shall name the City as an additional insured for the services provided under this Agreement and shall provide that the Consultant's coverage shall be the primary coverage in the event of a loss. The policy shall also insure the indemnification obligation contained in Section No. 21. A

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certificate of insurance on the City's approved form which verifies the existence of this insurance coverage must be provided to the City before work under this Agreement is begun.

B. Worker's Compensation: The Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of Consultant's services under this Agreement. Said policy shall be a minimum of $500,000 liability limit.

C. Professional Liability Insurance: The Consultant agrees to provide to the City a certificate evidencing that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such legal liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is legally liable. Said policy shall provide an aggregate limit of $1,500,000.

23. **Records Access.** The Consultant shall provide the City access to any books, documents, papers, and records which are directly pertinent to the specific contract, for the purpose of making audit, examination, excerpts, and transcriptions, for six years after final payments and all other pending matters related to this contract are closed.

24. **Ownership of Documents.** All plans, diagrams, analyses, reports, models, computer files and information generated in connection with performance of the agreement shall become the property of the City. The City may use the information for its purposes. Such use by the City shall not relieve any liability on the part of the Consultant.

25. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.

26. **Notices.** Any notices given under this Agreement will be served personally or by mail at the addresses stated herein.

This standard agreement has been reviewed by the City Attorney.

EXECUTED as to the day and year first above written.

CITY OF ST. LOUIS PARK	**CONSULTANT NAME**
_____	By _____
Cindy Walsh	Print Name _____
Deputy City Manager	Its _____