REQUEST FOR QUALIFICATIONS
HEARING OFFICER SERVICES PANEL

I. INTRODUCTION

The City of Bloomington ("City") is soliciting Responses from qualified individuals to provide independent hearing officer services ("Services"). To establish such a "Hearing Officer Services Panel," the City is seeking Responses from individual attorneys and law firms qualified and experienced in providing such legal services pursuant to Bloomington City Code Section 1.17(a) and the City's Employment Rules Chapter 8, Section 3 (Discipline). Violations of 50+ City Code sections can be appealed to a hearing officer, ranging from special assessment hearings to nuisance abatements and employment hearings.

In responding to this RFQ, it is understood by all Contractors that the City reserves the right to select any or all Contractors that the City deems to be in its best interest. The City reserves the right to negotiate pertinent contract terms simultaneously with any number of firms or individual attorneys and law firms qualified and experienced in providing such Services.

II. GENERAL INSTRUCTIONS/RESPONSE CONTENT:

1. **LENGTH OF THE CONTRACT** - In general, the Services to be performed are for 2027 and may be extended for up to four additional one-year terms at the discretion of the City Attorney and the City Manager. All assignments to each member of the Hearing Officer Services Panel will be at the sole discretion of the City Attorney's Office ("CAO") and will be limited to work as a hearing officer as set forth in Chapter 1 of the Bloomington Code of Ordinances and the City's Employment Rules.

2. **FEES** - The estimated hourly rate for 2027 is $185.00/hour. No minimum dollar amount is set per hearing officer. The City will review the hourly rate on an annual basis. The rate in future years will not be less than $185.00/hour. Responses should acknowledge acceptance of this 2027 rate.

3. **RESPONSE SUBMITTAL** - To allow for easier comparison of Responses during evaluation, the Response format and submittals must be as follows:

    a) **Admission to the Practice of Law** - State dates of admission and license number of all courts to which Contractor is admitted.

    b) **Experience and Capacity** - Describe background and experience in the practice of law and administrative hearing processes enabling Contractor to provide the Services. (Limit 250 words per individual.)

    c) **References** - List of clients for whom the Contractor has performed similar or other related legal services. Include private and public sectors clients in practices areas relevant to the Services.

    d) **Duties** – A Handbook is provided that includes forms, templates, and a related overview of the type of hearings handled by the Hearing Officer.

e) **Compliance with General Requirements** - Acknowledge the General Conditions and Requirements for Contractors, which is part of this Request for Qualifications (RFQ). The City generally expects that service providers with the City will meet these requirements if they are applicable to the services provided to the City. Note in the application any exceptions to the requirements.

f) **Liability Coverage** - Provide a response documenting compliance with required insurance coverage in the Sample Contract. A certificate of insurance may be provided by Responders.

4. **SPECIFIC TASKS** - The duties and responsibilities of a Hearing Officer are the duties and responsibilities set forth in Chapter 1 of the Bloomington City Code of Ordinances and in Section 3.2 the City's Employment Rules (Formal Hearing in the Case of Suspension, Demotion, or Dismissal. At the discretion of the City Attorney, hearings may be performed on-site at City Hall or remotely using video conferencing software.

5. **CONFLICTS** – Contractors should acknowledge that a conflicts check has been performed and the Contractors should affirmatively assert that the Contractor can ethically submit the Response. A Contractor must have been separated from employment with the City of Bloomington for at least one (1) year.

6. **DATA PRACTICES.** All materials submitted in response to this RFQ will become property of the City and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected Contractors. If a Contractor submits information in response to this RFQ that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes section 13.37, the Contractor must: clearly mark all trade secret materials in its Response at the time the Response is submitted, include a statement with its Response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the City, its agents, officials, and employees, from any judgments or damages awarded against the City in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City's inclusion of the Contractor onto the City's Panel and the effective date of the required contract. In submitting a Response to this RFQ, the Contractor agrees that this indemnification survives as long as the trade secret materials are in possession of the City.

7. **SAMPLE CONTRACT** - Response should acknowledge one's willingness to enter into a contract substantially similar to the attached Sample Contract. Any objection to any terms or conditions must be stated in the Response. Objections will be considered. The City reserves the right to amend the Sample Contract on an as requested basis, as determined in the sole discretion of the City.

III. SCHEDULE AND RESPONSE MILESTONES:

RFQ Release	November 4, 2026
Questions on RFQ due by	November 16, 2026
Responses to Questions posted by	November 19, 2026

Responses due by	8:00 AM on December 4, 2026
Estimated selection	December 11, 2026
Estimated services start date	January 1, 2027

IV. RESPONSE SUBMISSION AND DUE DATE:

The Response must be submitted to legal@bloomingtonmn.gov with the subject line: "RFQ Response" at or before **8:00 A.M. (Bloomington Time), December 4, 2026.** NOTE: Late responses will not be accepted. The 8:00 a.m. deadline is the "received by" time by the City.

All costs incurred in responding to this RFQ will be borne by the Contractor.

The person who is authorized to legally bind the Contractor must sign the Response.

V. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION:

Prospective Contractors may direct questions in writing only to: legal@bloomingtonmn.gov
Subject line must be "RFQ HO Question"

All questions are due no later than November 16, 2026. Questions will be answered in writing by being posted electronically on the CAO's webpage at https://www.bloomingtonmn.gov/atty/city-attorneys-office no later than November 19, 2026, and will be provided to all Contractors who were originally provided this RFQ or who have requested a copy of the question responses. The contact email listed above is the only contact that can be contacted about the RFQ by Contractors before Responses are submitted. The contractor cannot vary the terms of the attached Sample Contract.

VI. METHOD OF SELECTION:

This RFQ, which is a general request for qualifications and information as opposed to a specific request for a specific assignment or project, should not be in any way construed as a call for bids. Any response to this RFQ shall constitute an offer to negotiate and is NOT A BID.

Although a Contractor may be offered and enter into a contract with the City, the City does not represent that the individual or firm will be assured of any assignments to perform Services.

The selection of individual(s) or firm(s) for the Panel will be based upon the best interests of the City.

Successful service provider(s) will be selected by the CAO after review of the Responses. Responses will be reviewed using the following criteria as a guide to determine which, if any, responses are the most advantageous to the City's needs:

a. Quality, thoroughness, and clarity of response.
b. Qualifications and experience meet City's objectives, including experience representing private and public sector clients.
c. Conflicts of interest.
d. Organization and management approach.
e. Insurance coverage.

VII. REJECTION OF RESPONSES

The City reserves the right to reject all Responses. The City also reserves the right to reject any firm or individual based upon its Response.

VIII. ADDENDUM TO THE RFQ

If any addendum is issued for the RFQ, it will be posted as an attachment on the CAO at https://www.bloomingtonmn.gov/atty/city-attorneys-office. The City reserves the right to cancel or amend the RFQ at any time.

HEARING OFFICER AGREEMENT BETWEEN THE CITY OF BLOOMINGTON, MINNESOTA AND HEARING OFFICER'S NAME

THIS AGREEMENT is made on _____ ("Effective Date"), between the City of Bloomington, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 ("City"), and **Hearing Officer's Name ,** located at **registered business address** ("Hearing Officer").

WITNESSETH

WHEREAS, the City desires to hire an independent hearing officer; and

WHEREAS, the Hearing Officer represents that the person has the professional expertise and capabilities to provide the services of a hearing officer for the City as set forth in City Code; and

WHEREAS, the City desires to have the Hearing Officer provide these hearing officer services.

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. TERM AND TERMINATION

A. The term of this Agreement is from the Effective Date to December 31, 2027.

B. Either party may terminate this Agreement, for any reason or no reason at all, upon giving thirty (30) days' advanced written notice to the other party.

II. HEARING OFFICER DUTIES

A. The Hearing Officer shall provide the services of an administrative hearing officer for the City on an as needed basis. The Hearing Officer shall attend hearings set up by the City at a time convenient for the Hearing Officer, take testimony from the relevant parties, and provide a written recommendation or decision, as applicable, to the City in the time frame required by the applicable City ordinance, state law or other time frame as specified by the City.

B. The Hearing Officer agrees to provide these services for the sum of ONE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS ($185.00) per hour, inclusive of all travel and other related expenses, not to exceed ONE THOUSAND DOLLARS AND NO/100 DOLLARS ($1,000.00) per hearing assignment without prior written authorization from the City. Secretarial services are not provided by the City, but City

SAMPLE

will make its recording equipment available during the hearings and provide the Hearing Officer with any requested audio recordings.

C. For any month in which the Hearing Officer provides services under this Agreement, the Hearing Officer agrees to provide the City with a monthly invoice detailing the hours services were provided to the City under this Agreement and the type of matter for which services were provided.

D. The Hearing Officer must perform the services in a fair and impartial manner. The Hearing Officer agrees to comply with the standards established by the following rules in the Minnesota Code of Judicial Conduct, as such rules may be amended from time to time, including: Rule 2.2 [Impartiality and Fairness]; Rule 2.3 [Bias, Prejudice, and Harassment]; Rule 2.4 [External Influences on Judicial Conduct]; Rule 2.5 [Competence, Diligence and Cooperation]; Rule 2.6 [Ensuring the Right to be Heard]; Rule 2.8 [Decorum, Demeanor, and Communication]; Rule 2.9 [Ex Parte Communication]; Rule 2.10 [Judicial Statements on Pending and Impending Cases]; and Rule 2.11 [Disqualification]. The City staff that administers the City's hearing officer program are considered "court officials" for purposes of applying the above-referenced rules to the services provided under this Agreement.

E. The Hearing Officer agrees to provide these services in accordance with state law, city code, and the city's employment rules.

F. It is agreed that nothing in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties or as constituting the Hearing Officer as the agent, representative or employee of the City for any purpose except for liability as provided in Article III., Section B below. The Hearing Officer is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Hearing Officer agrees that the City will not be responsible for any Worker's Compensation claims.

III. DUTIES OF THE CITY

A. The City agrees to pay the Hearing Officer for the Hearing Officer's services at the rate specified in Article II, Section B above. The City shall pay the Hearing Officer within thirty (30) days after receipt of the Hearing Officer's invoice for services provided.

B. The City shall defend, indemnify and hold harmless the Hearing Officer from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from the decisions rendered by the Hearing Officer, provided that the Hearing Officer was acting in the performance of this Agreement and was not guilty of malfeasance, willful misconduct or bad faith.

IV. MISCELLANEOUS

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A. This Agreement represents the entire Agreement between the Hearing Officer and City and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof. Any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

B. The Hearing Officer and the City agree to comply with the Americans with Disabilities Act ("ADA") and Section 504 of the Rehabilitation Act of 1973 and shall not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Chapter 363A.

C. Pursuant to Minn. Stat. § 13.03, subd. 11, the Hearing Officer is subject to the requirements of the Minnesota Government Data Practices Act, (Minn. Stat., ch. 13, the "MGDPA"), and the Hearing Officer must comply with the MGDPA as if he/she/they were a government entity, including the remedies in Minn. Stat. § 13.08. The Hearing Officer agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

D. This Agreement shall not be assignable except at the written consent of the City.

E. Under Minn. Stat. § 16C.05, subd. 5, the Hearing Officer's books, records, documents, and accounting procedures relevant to this Agreement, are subject to examination by the City and either the legislative or state auditor as appropriate, for a period of six years after termination of this Agreement.

F. This Agreement is governed by the laws of the State of Minnesota, without regard to conflict of law provisions.

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[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF BLOOMINGTON, MINNESOTA

DATE: _____ BY: _____
City Manager

Reviewed and approved as to form by the City Attorney's Office

_____

HEARING OFFICER

DATE: _____ BY: _____
_____, Attorney

SAMPLE

Agreement ID: 2027-_____