



City of Hermantown, Minnesota
Request-For-Proposal (RFP)
Human Resources Services

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5105 Maple Grove Road, Hermantown, MN 55811
218-729-3600 hermantownmn.com



Request-For-Proposal Human Resources Services

I. INTRODUCTION

The City of Hermantown, Minnesota is currently seeking proposals from qualified consultant interested in providing Human Resources services. The City of Hermantown has 40 full time employees and 6 part-time/seasonal employees. The employees are represented by 3 different unions and a management contract

II. PROPOSAL PROCEDURES

A. SCHEDULE OF PROPOSAL

Issue RFP	February 5, 2024
Proposals Due	February 26, 2024
Possible Interviews	February 27 or 28, 2024
Contract award by City Council	March 4, 2024
Target Implementation	April 1, 2024

B. PREPARATION OF PROPOSAL

Proposal should include the background and experience of the primary person who will be providing the service. The cost portion of the proposal should be in the form of the hourly rate to be charged by primary person and rates of any other person providing support services if applicable.

C. SUBMISSION OF PROPOSALS

Two copies of the proposal should be sent to:

Kevin Orme, CPA
Director of Finance & Administration
City of Hermantown
5105 Maple Grove Road

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Hermantown, MN 55811

All proposals must be delivered to the above office on or before February 26, 2024 at 4:00 P.M. (Proposals received after the above date and time will not be considered). The sealed envelope containing the proposals should clearly be marked on the outside with "Request For Proposal-Human Resources Consultant – Kevin Orme, CPA, Director of Finance & Administration" In addition, please email one electronic copy of the proposal to korme@hermantownmn.com

D. ADDITIONAL INFORMATION

The City reserves the right to request additional information, if necessary, for the evaluation of the proposals.

E. DISPOSITION OF PROPOSALS

All proposals shall become the property of the City and shall not be returned to the proposer.

F. SIGNATURES

The proposal and any clarifications to it shall be signed by an individual empowered to bind the organization in a Human Resources services contract.

III. AWARD OF CONTRACT

A. RIGHT OF REJECTION

Notwithstanding any other provisions of this RFP, the City reserves the right to award this contract to the consultant that best meets the requirements of the RFP, and not necessarily to the lowest bidder. Further, the City reserves the right to reject any or all proposals prior to execution of the contract, with no penalty to the City.

B. CONTRACT TERM

It is the intent of the City to award a contract for an initial one (1) year period with the option to renew it for two (2) additional one (1) year periods for a possible total of three (3) years. The decision to renew the contract will be at the sole discretion of the City. Renewal terms require that sixty (60) days prior to the end of the contract term or renewal period, the institution must provide written notice of the proposed pricing schedule for the next option period. If such renewal pricing schedule is acceptable to the City, the

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City will provide written acceptance notice thirty (30) days prior to the expiration of contract term or renewal option period.

Consultant will be expected to enter into a standard Consultant Agreement (example attached as Exhibit A) As part of the proposal, the consultant should identify any areas in the contract which they may want to amend.

C. TERMINATION OF CONTRACT

The contract may be terminated by either party by giving the other party written notice of such intent not less than one hundred twenty (120) days prior to the effective date of termination. If, at any time, funds are not appropriated to continue to fulfill the terms of the resulting contract, the City shall have the right to terminate the contract without penalty by giving thirty (30) days' written notice to the successful servicing consultant. In the event of termination, claims for compensation will be governed by the method of remuneration option agreed upon and, if applicable, shall be limited to verifiable services rendered.

IV. **PROPOSER'S QUALIFICATIONS**

A. MINIMUM ELIGIBILITY REQUIREMENTS

To be eligible to submit a proposal, the consultant must have at least 5 years of experience in the field of Human Resources at a management level. .

B. BUSINESS ORGANIZATION

The successful consultant proposal must provide information with regards to:

1. An overview of the services to be provided
2. The physical locations and hours of availability of the office that would serve as the primary facility of the consultant .
3. Provide pertinent information regarding your past experience with government entities.
4. The names of the individuals and brief summary of their qualifications who will perform the services described in the proposal .
5. Describe how you will manage the relationship with our staff.

C. REFERENCES

References of at least two (2) other comparable organizations.

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V. SCOPE OF SERVICES

A. GENERAL INFORMATION

While the exact range and extent of services to be provided will be subject to contract negotiation, the City anticipates that the selected consultant shall provide, at a minimum, professional services and dedicated personnel necessary to perform the following services. The proposal shall describe in detail how the proposer intends to accomplish each of the services below.

B. SERVICES

- 1. Implement & Manage processes and procedures relating to Public Safety Duty Disability Bill**
- 2. Evaluate our current Employee Sick and Safe Time (ESST) processes and procedures**
- 3. Implement & Manage processes and procedures relating to Paid Family Medical Leave (PFML) bill passed by State of Minnesota**
- 4. Benefits Administration, including communication to employees of their options.**
- 5. City Policies updating and communication to employees.**
- 6. Safety Program including updating required policies and creating a training program**
- 7. Employee Onboarding**
- 8. Employee Hotline**
- 9. Advises on labor relations and labor laws**
- 10. Manage the insurance enrollment, renewal, and change processes**
- 11. Leaves of absences:** Oversees employee leaves of absences (FMLA, Parenting Leave, Military Leave, etc.) and advises employees on eligibility for continued benefits during the leaves and administers COBRA



EXHIBIT A
AGREEMENT FOR CONSULTING SERVICES
FOR THE CITY OF HERMANTOWN

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is made effective as of the ____ day of _____, 2024 by and between the **City of Hermantown**, hereinafter referred to as “City”, and (*name of firm*), hereinafter referred to as “Consultant”, in response to the following situation:

- A. City desires to obtain consulting services for the *Definition of services* (“Project”).
- B. Consultant submitted a submitted a response to the City’s request for consulting services solicited by the City; and
- C. Consultant is willing to provide consulting services to City pursuant to the terms of this Agreement.

NOW, THEREFORE, City and the Consultant do mutually agree as follows:

- 1. Services to be Performed.
 - 1.1 The scope of services to be provided to City by Consultant is as set forth in the Proposal.
 - 1.2 The principal contact person for Consultant is _____.
- 2. Personnel. Consultant will secure, at its own expense, all personnel required to perform the services under this Agreement, and such personnel shall not be the employee(s) of, nor have a contractual relationship with, City.
- 3. Assignability. Consultant shall not assign any interest in this Agreement, shall not contract with others to perform Consultant’s services and shall not transfer any interest in this Agreement without the prior written approval of City. The subcontractors identified in the Proposal are hereby approved.
- 4. Agreement Period. This Agreement shall be effective as of the date hereof and shall continue until terminated as provided in paragraph 5 hereof.

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5. Termination of Agreement. Either Consultant or City may, by giving written notice specifying the effective date which shall not be less than thirty (30) days from the date such notice is given, terminate this Agreement in whole or in part. In the event of termination, all property and finished or unfinished documents and other writings prepared by the Consultant under this Agreement shall be delivered to City and Consultant shall be entitled to compensation for time expended and expenses incurred to the date of termination.

6. Independent Contractor. The relationship between the Consultant and City shall be that of an independent contractor. Nothing herein shall in any way make or create any employer employee relationship between City and Consultant.

7. Standard of Performance and Insurance; Indemnity. All services to be performed by Consultant hereunder shall be performed in a skilled, professional and non-negligent manner. Consultant shall obtain and maintain at his/her/its cost and expense:

7.1 Comprehensive general liability insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00).

7.2 Errors and omissions or equivalent insurance that covers the consultant services performed by Consultant for City with a combined single limit of liability of at least Two Million Dollars (\$2,000,000.00).

7.3 Worker's compensation insurance covering Consultant (if an individual) all of Consultant's employees with coverages and limits of coverage required by law.

Consultant shall indemnify and hold harmless City from and against all errors, omissions and/or negligent acts causing claims, damages, liabilities and damages arising out of the performance of his/her/its services hereunder.

Consultant certifies that Consultant is in compliance with all applicable worker's compensation laws, rules and regulations. Neither Consultant (if an individual) nor Consultant's employees and agents will be considered City employees. Any claims that may arise under any worker's compensation laws on behalf of any employee of Consultant and any claims made by any third party as a consequence of any act or omission on the part of Consultant or any employee of Consultant are in no way City's obligation or responsibility. By signing this Agreement, Consultant certifies that Consultant is in compliance with these laws and regulations.

Consultant shall deliver to City, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect. City shall be named as additional insured under such

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policy(ies). The insurer will provide at least thirty (30) days prior written notice to City, without fail, of any cancellation, non-renewal, or modification of any the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to City, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. Consultant shall provide City with appropriate endorsements to its policy(ies) reflecting the status of City as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided City by the insurance company providing such insurance policy to Consultant.

The Consultant shall require any subcontractor permitted by City under Section 3 hereof to perform work for Consultant on the Project to have in full force and effect the insurance coverage required of the Consultant under this Agreement before any subcontractor(s) begin(s) work on the Project. Consultant shall require any such subcontractor to provide to Consultant and City a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Consultant and City shall be named as additional insureds under such policies. The insurer will provide thirty (30) day written notice to City and Consultant, without fail, of any cancellation, non-renewal, or modification of the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to City and Consultant, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. City and Consultant shall also be provided with appropriate endorsements to its policy(ies) reflecting the status of City and Consultant as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided City and Consultant by the insurance company providing such insurance policy(ies).

8. Compensation. Consultant shall be compensated for the services to be performed hereunder as set forth in the Proposal. Consultant shall submit to City itemized statements of services rendered during each month setting forth the date such services were rendered, a description of the services rendered, the person performing such services and the amount of time expended in performing such services. The Consultant's compensation shall not exceed \$7,866.00 and shall be based on actual hours spent in the performance of Consultant's services.

9. Recordkeeping. Consultant hereby agrees:

9.1 To maintain all books, documents, papers, accounting records and other evidence pertaining to the fees and expenses for which it seeks payment or reimbursement hereunder and appropriate records with respect to the services performed by it under this Agreement.

9.2 To make such materials available at its office at all reasonable times during the Agreement Term and for three (3) years from the date of final payment under this Agreement for inspection by City and copies thereof shall be furnished to City upon request by City.

10. No Prohibited Interest. Consultant represents and warrants to City that no employee, officer or agent of City, any member of the family of any such person, any partner of any such person or any organization which employs or is about to employ any of the above has a financial or other interest in the business of Consultant.

11. Confidentiality. Consultant agrees that, at all times, both during the term of this Agreement and after the termination of this Agreement, it will be faithful to City by not divulging, disclosing or communicating to any person, firm or corporation, in any manner whatsoever, except in furtherance of the business of City or as required by any applicable law, rule, regulation or ordinance of City or any other governmental authority, any information of any kind, nature or description concerning any matters affecting or relating to the business, employees, agents, customers of City, or parties contracting with City.

12 Intellectual Property Rights. For the purposes of this Agreement, Project Materials means copyrights and all works developed in the performance of this Agreement, including, but not limited to, the finished product and any deliverables, including any software or data.

Project Materials do not include any materials that Consultant developed, acquired or otherwise owned or had a license to use prior to the date of this Agreement.

All Project Materials are agreed by Consultant to be “works made for hire” as defined under 17 U.S.C. §101, for which City has the sole and exclusive right, title and interest, including all rights to ownership and copyright and/or patent. In addition, Consultant hereby assigns all right, title and interest, including rights of ownership and copyright in the Project Materials to the City no matter what their status might be under federal law.

Consultant shall provide City with copies of all Project Materials

Upon request by Consultant, City may authorize Consultant to use specified Project Materials to evidence Consultant’s progress and capability. In all such uses of Project Materials by Consultant, reference shall be made to City and the Project and that the Project Materials are owned by City.

Consultant also acknowledges and agrees that all names and logos provided to Consultant by City for use in connection with the Project are and shall remain the sole and exclusive property of City.



13. Notices. Any notice required to be given under this Agreement shall be deemed sufficient if in writing, sent by mail to the last known office address of Consultant, or to City at 5105 Maple Grove Road, Hermantown, Minnesota 55811 to the attention of John Mulder, City Administrator.

14. Miscellaneous. This Agreement constitutes the sole and complete agreement relating to the subject matter of this Agreement between the parties, superseding any and all other agreements between the parties and no verbal or other statements, inducements or representations have been made or relied upon by either party. No modifications hereof shall be binding upon either party unless in writing and properly executed.

15. No Contractual Authority. Consultant shall have no authority to enter into any contracts or agreements binding upon City or to create any obligations on the part of City.

16. Data Practices Act. Consultant acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act.

Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by City in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Consultant in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08, apply to Consultant and City.

Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Consultant receives a request to release the data referred to in this Section, Consultant must immediately notify City and consult with City as to how Consultant should respond to the request. Consultant's response shall comply with applicable law, including that the response is timely and, if Consultant denies access to the data, that Consultant's response references the statutory basis upon which Consultant relied. Consultant does not have a duty to provide public data to the public if the public data is available from City.

17. Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of Duluth, County of St. Louis, State of Minnesota.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

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IN WITNESS WHEREOF, City and Consultant have executed this Agreement for Consulting Services as of the date first above written.

CITY:
City of Hermantown

By _____
Its Mayor

And By _____
Its City Clerk

CONSULTANT:

By _____
Its _____

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