



**REQUEST FOR PROPOSALS
FOR LEGAL SERVICES
CH-09-07**

Issue Date: **May 13, 2009**

Pre-proposal Question Deadline: **May 29, 2009**, at **3:00 PM** Local Time

Proposal Deadline: **June 6, 2009**, at **2:00 pm** Local Time
City Of Eastpointe
23200 Gratiot Avenue
Eastpointe, Michigan 48021

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DESCRIPTION: Proposals are being solicited for the purpose of contracting for full service legal representation covering the entire scope of the city's municipal affairs. The contract is for a negotiable term of up to three (3) years. The City of Eastpointe is a Michigan home rule city under MCL 117.1 et seq. The city's legal structure is governed by a city charter and city code of ordinances. The city charter provides for a city manager/council form of government, and the city council comprises a mayor and four council members elected at large for four-year staggered terms. The city council appoints the city manager, city attorney, and finance director, all of whom serve at the pleasure of the city council. The city has a population of 34,000 residents. The city charter provides for the establishment and maintenance of a Department of Law as follows:

“Department of Law. The Director of Law shall be an attorney at law who shall have practiced in the State of Michigan for at least five years. He shall be the chief legal advisor of and attorney for the City and all departments and offices thereof in matters relating to their official powers and duties. It shall be his duty either personally or by such assistants as he may designate, to perform all services incident to the Department of Law; to attend all meetings of the Council; to give advice in writing, when so requested, to the Council, the City Manager or the director of any department; to prosecute or defend, as the case may be, all all suits or cases to which the City may be a party; to prosecute for all offenses against the

ordinances of the city and for such offenses against the laws of the State as may be required of him by law; to prepare all contracts, bonds and other instruments in writing in which the city is concerned, and to endorse on each his approval of the form and correctness thereof; and to perform such other duties of a legal nature as the Council may by ordinance require. In addition to the duties imposed upon the Director of Law by this Charter or required of him by ordinance or resolution of the Council, he shall perform any duties imposed upon the chief legal officers of municipalities by law.”

The successful applicant will assume the duties of Eastpointe city attorney on July 1, 2009.

Copies of this solicitation document and any issued addenda may be obtained from the City website at <http://www.cityofeastpointe.net> and from the City Clerk, City of Eastpointe, 23200 Gratiot Avenue, Eastpointe, Michigan 48021; (586) 445-5026. Please note that if a respondent elects to obtain documents directly from the City Clerk, it is then the responsibility of the Respondent to contact the City Clerk to find out if any additional addenda or attachments have been issued.

Proposals must be time stamped by the City Clerk no later than the deadline date and time indicated above. Late proposals will not be accepted.

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RFP INSTRUCTIONS

- 1) PRE-PROPOSAL INFORMATION AND QUESTIONS:** Each proposal that is received **by** the deadline will be evaluated on its merit and completeness of all requested information. In preparing proposals, Respondents are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the City of Eastpointe (City). If a Respondent finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Respondent is requested to notify the contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Respondents. **THE CITY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing contact before the Pre-Proposal Question Deadline indicated on the front of this document. No contact regarding this document with other City employees is permitted. All answers will be issued in the form of an addendum.
- 2) PRE-PROPOSAL MEETING:** A pre-proposal meeting concerning this RFP may be held. If so, the date, time and location will be indicated on the cover of this RFP. Staff will be available at this meeting to answer questions about this RFP. Attendance at the meeting is strongly encouraged.
- 3) RFP MODIFICATIONS/ADDENDA:** Clarifications, modifications, or amendments may be made to this solicitation at the discretion of the City. Any and all Addenda issued by the City will be posted as noted on the Cover Page of this document. All interested parties are instructed to view the listed website regularly for any issued addenda. Copies of any issued Addenda may also be obtained by visiting the City Clerk, City of Eastpointe, 23200 Gratiot Avenue, Eastpointe MI 48021, 8:30 AM to 5:00 PM, Monday through Friday, except holidays. It is the responsibility of the Respondent to obtain the available Addenda and acknowledge any issued Addenda on the Proposal Form for this solicitation, and further submit the Form as part of the required submittal documents for this solicitation. If any changes are made to this solicitation document by any party other than the City, the original document in the City's files takes precedence.
- 4) PROPOSAL SUBMISSION:** To be considered, the indicated number of copies of the proposal must be prepared in the manner and detail specified in this RFP.

 - a) Proposals must be submitted to the City Clerk, City of Eastpointe, 23200 Gratiot Avenue, Eastpointe MI 48021, by the date and time indicated as the deadline. The City Clerk's time stamp will determine the official receipt time. It is each Respondent's responsibility to ensure that its proposal is time stamped by the City Clerk by the deadline. This responsibility rests entirely with the Respondent, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:30 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays excepted.
 - b) Responses received after the deadline will not be accepted and will be returned to the

Respondent unopened.

- c) The opening and reading of a proposal does not constitute the City's acceptance of the Respondent as a responsive and responsible Respondent.
 - d) Proposals must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: "LEGAL SERVICES PROPOSAL", Deadline and Respondent's name, address, phone, fax and contact name.
 - e) Submission of a proposal establishes a conclusive presumption that the Respondent is thoroughly familiar with the Request for Proposals (RFP) and specifications and terms of the Form of Agreement, and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - f) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the proposal.
 - g) Proposals sent by telegraph, facsimile, or other electronic means will not be considered.
 - h) All costs incurred in the preparation and presentation of the proposal are the Respondent's sole responsibility; no pre-proposal costs will be reimbursed to any Respondent. All documentation submitted with the proposal will become the property of the City.
- 5) **DUPLICATE PROPOSALS:** No more than one (1) proposal from any Respondent, including its subsidiaries, affiliated companies and franchises will be considered by the City. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.
- 6) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No Proposal may be withdrawn after the deadline for submission.
- 7) **REJECTION:** The City Council reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any informality or irregularity in proposals received if it is determined by the City Council that the best interest of the City will be served by doing so. If all Proposals are rejected by the City, notice will be posted on the City's website as noted on the Cover Page of this document. No Proposal will be considered from any person, firm or corporation that is in arrears or in default to the City on any contract, debt, or other obligation, or if the Respondent is debarred by the City from consideration for a contract award, or if Respondent has committed a violation of the City's Charter and/or Code of Ordinances which resulted in a termination of a contract or other material sanction within the five (5) years immediately preceding the date of issuance of this

document.

- 8) **PROCUREMENT POLICY:** Procurement for the City will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City.
- 9) **PROPOSAL SIGNATURES:** Proposals must be signed by an authorized official of the Respondent. Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the City if the Respondent is determined to be the most responsive and responsible Respondent.
- 10) **CONTRACT AWARD:** The Respondent to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Respondent at the address designated in the proposal. All proposals must be firm for at least 120 days from the due date of the proposal. After a final award of the Agreement by the City of Eastpointe, the Contractor must execute and perform said Agreement. The date on which the Agreement is signed by the City of Eastpointe marks the beginning of the Agreement.
- 11) **NO RFP RESPONSE:** Respondents who receive this RFP by invitation but who do not submit a proposal are requested to return a notice stating the reason(s) for not responding.
- 12) **FOIA REQUIREMENTS:** Proposals are subject to public disclosure after the deadline for submission in accordance with state law.

SPECIAL REQUIREMENTS AND INSTRUCTIONS

MINIMUM QUALIFICATIONS: Respondents -- specifically, the business that will be contractually bound under the contract with the City of Eastpointe -- will be deemed non-responsive and rejected without any further evaluation if they do not meet the following qualifications:

- a) No conflicts of interest between the City of Eastpointe and those of the Respondent's existing clients, under Michigan Rules of Professional Responsibility, as determined by the City.
- b) Significant experience, competence and reputation of the firm providing full service representation in the area of municipal law and litigation.
- c) Experience, competence and reputation of the specific lawyers assigned to the proposed contract for providing full service representation in the area of construction law and litigation.
- d) Satisfactory client references.
- e) Availability to service the needs of the City in a convenient and timely manner.

SCOPE OF WORK

- 1) **INTRODUCTION:** Through this Request for Proposals (RFP), the City of Eastpointe (City) hereby invites businesses that meet the qualifications set forth herein to submit proposals to provide full service representation in the area of municipal law and litigation.

- 2) **SCOPE OF SERVICES:** Full service representation may include, but is not be limited to, the following:
 - a) **Services chargeable to a city attorney monthly retainer fee:**
 1. Attendance at all regular city council meetings.
 2. Attendance at all special city council meetings when requested by the city council.
 3. Attendance at all meetings of the planning commission and zoning, fence, and sign board of appeals.
 4. Preparation of city ordinances and resolutions and legal research related thereto.
 5. Preparation of legal opinions for the city council, city manager, and department directors, plus legal research related thereto.
 6. Attendance at meetings when requested by the city manager or other department directors.
 7. Giving of legal advice to the city manager and all department directors.
 8. Preparing and conducting seminars for department heads and members of city boards and commissions.
 9. Answering telephone inquiries from the city manager, department directors, or other city officials and their secretaries.
 10. Answering telephone inquiries from citizens, attorneys, and other interested persons or municipal officials on city related matters.
 11. Meeting with citizens on city related matters.
 12. Conferences with other members of the Department of Law on city related matters.
 13. All telephone calls with city employees.

 - b) **Services chargeable to a prosecutions monthly retainer fee:**
 1. Appearance in 38th District Court on regular court days.
 2. Issuing warrants on ordinance matters.
 3. Meetings with complainants on ordinance violations.
 4. Investigation on ordinance violations.
 5. Answering telephone inquiries from citizens and attorneys on ordinance violations.
 6. Legal advisor to the police department on criminal misdemeanor matters.
 7. Discussions with District Judge and District Court regarding ordinance violation matters.
 8. District Court jury trials including preparation for trial, investigations, and contacting witnesses and complainants.
 9. All telephone calls with city employees.

c) **Services billable on an hourly basis:**

1. All court related matters in all courts, except 38th District Court, including preparation of pleadings, legal research meetings, conferences and correspondence with witnesses, trial of cases and miscellaneous court appearances.
2. Appearance at all administrative agency matters, including appearances at the Michigan Employment Relations Commission, Michigan Employment Security Commission, Michigan Tax Tribunal, Liquor Control Commission, Election Commission, Michigan Civil Rights Commission, EEOC, Civil Service Commission, Pension Board, Building Board of Appeals, and all other administrative agencies, including the preparation of pleadings, legal research, meetings, correspondence, and conferences with witnesses and the conducting of adversarial proceedings.
3. All labor relations matters, including Act 312 Arbitration in regard to police and fire department contracts, contract grievance arbitration matters, including the conducting of investigations, the preparation of all documents, exhibits, legal research and preparation of briefs, meetings, and conferences with witnesses and advising the city manager and all department heads and appearances at all hearings thereon.
4. All contract negotiations, including strategy sessions.
5. Preparation of deeds, leases, and other real estate papers.
6. Filing of claims against insurance companies or attempts to collect damages on non-insured matters.
7. Review and approval of all city contracts.
8. Preparation of all city contracts, including negotiations, research and review.
9. Handling of all appeals from the district court to the circuit court, including the preparation of the appeal papers, appearances for trial in circuit court, legal research, meetings, conferences, and correspondence with witnesses.
10. All other services not enumerated under sections (a) and (b) above.

EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

- 1) **EVALUATION:** As a result of this RFP, the City of Eastpointe expects to receive and evaluate proposals and select a qualified law firm. The following factors, listed in relative order of importance, will be considered in making the selection:
 - a) Organization and staffing (including contractors); experience, competence and reputation of firm and the proposed attorneys assigned
 - b) Client references
 - c) Compensation

Each proposal submitted in response to this RFP shall focus on these criteria. In addition, the City also may consider the past performance of the Respondent on other contracts with the City or other entities. The City reserves the right to make such additional investigations as it deems necessary and may require the submission of additional information.

Firms responding to this RFP shall disclose all existing client relationships which may impact the City's selection of a firm to represent it. The City shall be the sole decision-maker about whether a conflict exists between its interests and those of a firm's other clients.

2) GENERAL SUBMITTAL REQUIREMENTS:

- a) **NUMBER OF COPIES:** Ten (10) identical original copies of the entire proposal must be submitted.
- b) **PROPOSAL FORMAT:** Each proposal should be prepared simply and economically. Respondents must provide the following information in their proposal in order to be considered responsible:
 1. Letter of Transmittal — limited to two (2) pages to include:
 - a) A brief statement of the respondent's understanding of the scope of work;
 - b) A statement that the entire response and the prices contained therein shall be binding upon the respondent in all respects for a period of one hundred twenty (120) days from submission;
 - c) Identification of a single-point-of-contact to respond to any questions regarding the proposal;
 - d) A statement indicating whether respondent intends to subcontract any portion(s) of the work;
 2. Executive Summary — Each respondent shall submit a brief overview of the firm and the proposed attorneys to be assigned to the proposed contract. The summary shall be limited to five (5) pages in length, and shall consist of no more than one

- (1) for the firm overview and four (4) pages for the attorney(s) to be assigned.
3. Respondent History — Respondents shall present information to demonstrate financial stability and performance, operational history, and firm biography. Please refrain from using marketing materials.
 4. Respondent Identifying Information — Name and location of major offices and other facilities (other than the one identified on Proposal Form) that relate to respondent's performance under the terms of this RFP;
 - a) Name, business address, business and fax telephone numbers, and E-mail address of the proposed principal contact person.
 - b) Information on firm's experience, competence and reputation in providing legal services in the area of municipal law and litigation.
 5. Respondent Qualifications — This section must contain all pertinent information relating to the respondent's organization and experience that would substantiate its qualifications and capabilities to perform the legal services requested, including:
 - a) Statement relating to existing clients and whether current representation presents a conflict of interest with potential representation of the City. Provide sufficient, non-confidential details for independent verification by the City. The City shall be the sole decision-maker about whether a conflict exists between its interests and those of a firm's other clients.
 - b) A narrative description documenting the firm's and attorney(s)' experience with municipal law and litigation and advising clients thereon. Disclose experience advising municipal and governmental entities in this area of law.
 - c) A summary of major cases handled during the last five (5) years by the attorney(s) to be assigned to this representation demonstrating the ability to represent and provide advice to the City in litigation involving municipal law (state case name, case number, court or administrative agency and citation, if any published decision is involved). Indicate the key issues of the case and the degree of success achieved. Indicate which cases were handled by person(s) designated as lead attorney for City matters.
 - d) Provide a summary of other relevant experience and training that demonstrates the ability of the key personnel to be assigned to represent the City in litigation or to provide advice. This may be non-litigation legal experience, significant litigation experience involving appellate courts practice, representation of other governmental entities, academic experience, publications, and professional activities.
 6. Client References — each respondent must provide no less than five (5) client

references for similar services performed within the last three years. Please include at least two (2) municipal or governmental entity clients. The list of clients must include the following:

- a) Name and address of client
 - b) Name and phone number of client contact
 - c) Contract start date and duration
 - d) Type and size of contract
 - e) Role in representation
 - f) Number of staff by position participating in representation
 - g) Outcome of representation, if completed and available for disclosure.
- These references may be contacted and used in conjunction with the evaluation of proposals.

7. Organizational and Staffing Plan — Respondents shall submit information relating to their team, including attorney(s), paralegals, administrative and technical staff. Comparable resources must be guaranteed throughout the course of the representation.

- a) The Respondent will provide resumes and qualifications of all proposed attorneys, staff and contractors, their role(s) on the contract, the expected percentage of time they will participate in the contract, and specific experience with related projects.
- b) All attorneys must be licensed to practice law in Michigan and their licenses must be in good standing with the Michigan State Bar.
- c) The principal attorney serving as city attorney/director of law must have practiced law within the State of Michigan for at least five years.
- d) All staff assigned to the contract must be reasonably acceptable to the City. All replacements of key personnel must be of equal or superior experience as the person replaced. Any staff substitutions must include a resume and be approved in writing in advance of work on the project by the City Council.

8. Project Manager — Respondents shall specifically identify the individual who will be responsible for management of this representation and who shall serve as city attorney/director of law for the City of Eastpointe. The individual identified shall not be reassigned unless consented to by the City Council. Provide a detailed resume for this person. Include the number of years of experience of this attorney in providing municipal legal services to be delivered to the City. The following information must also be provided for this individual:

- a) Length of service with firm
- b) Education, experience and responsibilities
- c) Martindale Hubbell rating, if rated
- d) Other relevant qualifications

9. Compensation — Respondents must provide the monthly retainer fees and hourly rate proposed to perform the services identified in this REP. The retainers and hourly rates should fully account for overhead and other expenses. Complete the attached Price Sheet.

Responses shall be in the same order as the requirements are listed above to ensure that the City Council is able to easily locate the information requested.

- c) **PROPOSAL CONTENT:** The Respondent must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation.
 - 1) All general forms contained in this RFP, fully completed:
 - (a) Proposal Form,
 - (b) Price Sheet,
 - (c) Business Information Questionnaire, and
 - (d) Subcontractor Form
 - 2) Evidence showing that the Respondent meets each of the Qualifications listed in the Scope of Work of this RFP.
- 3) **EXCEPTIONS:** Respondent shall clearly identify any proposed deviations from the language in the Request for Proposals (including its Form of Agreement). Each exception must be clearly defined and referenced to the proper paragraph in this RFP or its Form of Agreement. The exception shall include, at a minimum, the Respondent's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. The City will expect and require complete conformance with this specification and the successful Respondent will be required to perform accordingly. Proposals not meeting all requirements may be rejected. Proposals taking exception to material terms/conditions in the Form of Agreement (i.e., indemnification, subrogation, insurance, ownership of documents, governmental requirements) will not be considered. The City reserves the right to accept, or to allow the Respondent to withdraw, any or all exceptions.
- 4) **SHORTLISTING:** The City may shortlist the Respondents based upon responses to the above items. If necessary, the City will conduct interviews/demonstrations. The City will notify each Respondent on the shortlist if such presentation is required. These presentations will provide an opportunity for the Respondents to respond to questions posed by the City Council and to clarify their proposals through exhibition and discussion. The City will not reimburse presentation costs of any Respondent.

SPECIFIC CONTRACT TERMS AND CONDITIONS

- 1. CONTRACT TERM:** The contract term is negotiable up to a maximum of three (3) years, effective upon the first of the month following the notice of award unless otherwise indicated in the award letter. It is anticipated this contract will commence on July 1, 2009.
- 2. PAYMENT:** The Contractor may bill monthly for work completed. Payment is Net 30.
- 3. INSURANCE SUBMISSION REQUIREMENTS:** The successful Respondent must submit proof to the Purchasing Office that they meet all City of Eastpointe insurance requirements prior to receiving an executed contract and/or purchase order. Proof of insurance as stated below will be required no later than five (5) business days after request. A “Notice of Intent to Recommend for Award” letter will serve as the request and will be faxed and/or E-mailed to the successful Respondent. To expedite the process, a copy of your current coverage may be submitted with your bid.
- 4. STANDARD INSURANCE REQUIREMENTS:**
 - a) Commercial General Liability Coverage: Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The certificate must contain, as an endorsement, the following language: “The City of Eastpointe, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Eastpointe are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Eastpointe”. The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b) Workers Compensation Coverage: At a minimum, Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage, or evidence of an exemption for sole proprietors or a State issued exemption for corporations, partnerships or LLCs who have three or less employees. Employer Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
 - c) Automobile Liability Coverage: The Automobile Liability Coverage shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
 - d) Professional Liability Insurance: A policy in an amount not less than \$1,000,000 per claim.

- e) Cancellation: Cancellation clause of insurance not less than thirty (30) days.
 - e) Proof of Insurance: The City reserves the right to require complete, certified copies of all required insurance policies at any time.
5. **NONCOMPLIANCE**: Failure to deliver in accordance with specifications will be cause for the City to cancel the contract or any part thereof.
6. **KEY PERSONNEL AND SUBCONTRACTORS**: It is essential that the Contractor provides adequate experienced personnel and subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- a) The Contractor agrees that, once assigned to work under this contract, key personnel and subcontractors shall not be removed or replaced without written notice to the City Council.
 - b) If key personnel and subcontractors are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City Council, and shall, subject to the concurrence of the City Council, replace such personnel with personnel of substantially equal ability and qualifications.
 - c) The use of any subcontractor is subject to pre-approval by the City of Eastpointe City Council.

STANDARD TERMS AND CONDITIONS OF AGREEMENT

- 1) **Assignment/Transfer:** Assignment or transfer of this contract without written consent of the City of Eastpointe may be construed by the City as a breach of contract sufficient to cancel this agreement at the discretion of the Purchaser.
- 2) **Payment Terms:** Payment will be Net 30 unless otherwise specified by the City of Eastpointe.
- 3) **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Contractor when submitting invoice for payment.
- 4) **Invoices:** Invoices for services must be submitted within 45 days after completion of Services.
- 5) **IRS Form W-9:** Seller must have on file with the City of Eastpointe an IRS Form W-9 before City will issue any payment to Contractor.
- 6) **Compliance with Laws:** Contractor represents and warrants that the performance of services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or City of Eastpointe laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
- 7) **Amendments:** No amendment, modification or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of the parties.
- 8) **Termination:** When in the City of Eastpointe's best interest, the City of Eastpointe may unilaterally cancel this agreement at any time, whether or not the Contractor is in default on any of its obligations hereunder. Under any such cancellation, the Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City of Eastpointe agrees that the Contractor shall be paid for items and/or services already accepted by City of Eastpointe, but in no event shall the City of Eastpointe be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.
- 9) **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.

- 10) **Complete Agreement:** The parties agree that the conditions of engagement and provision of services stated herein, or attachments hereto, set forth their entire agreement and there are no promises or understandings other than those stated herein. The term “agreement” as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith and duly executed by the parties.
- 11) **Liability and Indemnity:** Contractor agrees to protect, defend, reimburse, indemnify and hold the City of Eastpointe, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when the City of Eastpointe is solely at fault.
- 12) **Records:** The City of Eastpointe retains ownership of all work products, documents, and files prepared, kept, and stored by the Contractor under this contract, and the Contractor agrees to relinquish to the city or its designated agent all such work products, documents, and files upon termination of this contract.
- 13) **Insurance:** Contractor, at its own expense and in its own name, must provide and keep in force during the term of this Agreement, insurance coverages, provided by a company(s) licensed to conduct business in the State of Michigan, acceptable to the City of Eastpointe, with limits not less than indicated for the respective items or as otherwise agreed. Types of coverages and limits of liability shall be as set forth in the Special Instructions, Terms and Conditions.
- 14) **Noncompliance:** Failure to deliver in accordance with specifications will be cause for the City of Eastpointe to cancel the contract or any part thereof.
- 15) **Subcontracting:** The use of a subcontractor is subject to the wholly discretionary approval of the City of Eastpointe.
- 16) **Legal Proceedings:** Any legal proceedings arising out of this RFP or any contract awarded there under shall be resolved in Michigan courts.

REQUIRED FORMS

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PROPOSAL FORM

Failure to complete this form will result in your Proposal being deemed non-responsive and rejected without further evaluation.

TO: CITY OF EASTPOINTE

The Undersigned hereby offers and agrees to furnish the services in compliance with all terms, scope of work, conditions, specifications, and addenda in the RFP.

ADDENDA:

The Undersigned has read and understands the RFP with all exhibits thereto, together with any written addenda issued in connection with any of the above. The Undersigned hereby acknowledges receipt of the following addenda:

(Write "None" if none.)

In addition, the Undersigned has fully and accurately completed all required forms.

OBLIGATION:

The Undersigned, by submission of this proposal, hereby agrees to be obligated, if selected as the Contractor, to provide the stated services to the City, for the term stated herein, and to enter into an agreement with the City, in accordance with the Conditions, Scope, and Terms, as well as the Form of Agreement, together with any written addenda as specified above.

COMPLIANCE:

The Undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with these requirements. By submitting this Proposal Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable provisions of the City's Charter and Code of Ordinances; and 2) if awarded a contract to provide the Services required in the RFP, the Respondent will comply with the City's Charter and Code of Ordinances.

NONCOLLUSION:

The Undersigned, by submission of this proposal, hereby declares that this proposal is made without collusion with any other person or entity.

SUBMITTAL REQUIREMENTS:

The Undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax. _____

PRICE SHEET

Failure to complete this form shall result in your proposal being deemed nonresponsive and rejected without any further evaluation.

PROVIDE THE MAXIMUM MONTHLY RETAINER FEE AND BILLABLE HOURLY RATE FOR EACH OF THE FOLLOWING BELOW:

<u>CLASSIFICATION</u>	<u>MAXIMUM FEE OR RATE</u>
Section 2(a) Services Monthly Retainer	\$ _____ monthly
Section 2(b) Services Monthly Retainer	\$ _____ monthly
Section 2(c) Services Billable Hourly	\$ _____ hourly

BUSINESS INFORMATION QUESTIONNAIRE

Failure to complete this form may result in your Bid or Proposal being deemed nonresponsive and rejected without any further evaluation.

NAME OF COMPANY _____

PRINCIPAL OFFICE ADDRESS _____

TELEPHONE NUMBER _____

FORM OF OWNERSHIP (Check One) Corporation LLC Joint Venture

State of Incorporation/Registration _____ Date of Incorporation/Registration _____

Partnership If Partnership, select one of the following: Limited or General or

Individual

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

LIST OF CORPORATE DIRECTORS

Principal Business Affiliation

<u>Name</u>	Other Than Respondent Directorship
_____	_____
_____	_____

ADDITIONAL INFORMATION REQUIRED:

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

FINANCIAL DISCLOSURE /CONFLICTS OF INTEREST: Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the City of Eastpointe, or with any of its Council members or officers.

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

(Name of Company)

By: _____
(Signature) (Date)

By: _____
(Signature) (Date)

(Title)

(Title)

FORM OF AGREEMENT

The Form of Agreement (Contract for City Attorney Services) shall be in a format to be mutually agreed to by the City of Eastpointe and the Contractor but shall, at a minimum, contain all of the contractual requirements outlined in the City's request for proposals. Contractor may attach and submit a suggested Form of Agreement together with this proposal for consideration by the City.