

REQUEST FOR PROPOSALS LEGAL SERVICES

Issue Date: February 21, 2018

Kimball Township Hall, 2160 Wadhams Road, Kimball, MI 48074

Proposal Due Date: March 9, 2018

Contact: Mr. Robert Usakowski, Township Supervisor

Township of Kimball 2160 Wadhams Road, Kimball, MI 48074 (810) 637-1537

DESCRIPTION:

The Township of Kimball is soliciting Proposals for the purpose of contracting legal representation covering the scope of its municipal affairs related to legal work generally associated with those duties which are performed by an outside counsel.

The Township of Kimball invites interested law firms to submit written proposals to provide outside counsel legal services for the Township of Kimball on a contractual basis for a three-year period with a possible renewal option upon mutual consent of both parties under the same terms and conditions. Rates will remain the same throughout the length of the contract. The Township may elect to seek competitive proposals at any time. Based on the quoted rates, the performance of the firm and such other factors as are determined by the Township to be relevant to the retention of counsel, the Township will decide whether to continue the relationship for the next year.

Copies of this solicitation document and any issued Addenda may be obtained from the Township Website at <http://www.kimballtownship.org> and from the Township Clerk, Township of Kimball, 2160 Wadhams Road, Kimball MI 48074 (810) 987-9797. Please note that if a Respondent elects to obtain documents directly from the Township Clerk, it is then the responsibility of the Respondent to contact the Township Clerk to find out if any additional addenda or attachments have been issued.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

The Township may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the Township if it is in the public interest to do so.

The Township of Kimball will receive sealed proposals from firms qualified to perform outside counsel legal services until 2:00 p.m. local time on March 9, 2018 at Kimball Township Hall Township Clerk's office located at 2160 Wadhams Road, Kimball, MI 48074. Firms are invited to submit a proposal outlining their experience and qualifications in performing work directly related to the services required as detailed in the Request for Proposal packet.

While the Township is requesting proposals for attorney services, this action should not be seen as a negative reflection on the services currently being provided. The Township's purchasing rules encourage the request for proposal (RFP) process at periodic intervals as deemed necessary by the Township Board.

The Township may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the Township if it is in the public interest to do so.

No proposal will be considered unless fully completed in the manner provided in the RFP packet. Facsimile and electronic (e-mail) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services. All costs incurred in the preparation and presentation of the proposal is the Proposer's sole responsibility; no pre-proposal costs will be reimbursed to any Proposer and all documentation submitted with the proposal will become the property of the Township.

The reading of a proposal does not constitute the Township's acceptance of the Proposal as a fully qualified firm/individual or an acceptance of the proposal meeting all of the published requirements.

Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the request for Proposal (RFP), specifications and terms of the Form of Agreement. And that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and initialed.

BACKGROUND:

The Township of Kimball is governed under a general township form of government. The Township Supervisor is the Chief Administrative Officer. The Township Supervisor also prepares the Township Budget. The Township Board consists of seven seats including the Supervisor, Clerk and Treasurer. The Treasurer and Clerk each have a deputy.

The Township has a paid on call fire department, currently with 23-30 members. The fire department has a full-time chief, and a collection of fire department members that allow for one additional staff member at one of the fire halls 16 hours per day. The fire department also is contracted by Clyde Township and St Clair Township to provide services to portions of those townships.

The Township provides water and sewer services to approximately one half of the Township. To provide ongoing maintenance and meter reading, the Township has a staff of 4 licensed DPW employees. The Township provides these services to a portion of Clyde Township and Port Huron Township. The Township has an Inter-local Government Agreement in place to allow the St Clair County Landfill to discharge leachate into the Township's sewer system.

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PROPOSER’S SPECIAL INSTRUCTIONS

PROPOSED TIMELINES

Wednesday, February 21, 2018	Advertisement and Release of Proposals
Friday, March 9, 2018 – 2:00 p.m.	Deadline for Submission of Proposals
Friday, March 9, 2018 - 2:00 p.m.	Bid Opening
Tuesday, March 20, 2018 - 6:30 p.m.	Board Discussion & Selection
April 1, 2018	Commencement of Services

NOTE: The Township reserves the right to modify this schedule at the Township’s discretion. Proper notification of changes will be made to all interested parties.

GENERAL

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

PROPOSAL SUBMITTAL

The Proposal and all amendments must be signed and submitted no later than March 9, 2018 by 2:00 p.m., to the address below. Each proposal must be submitted with one (1) original and seven (7) copies in a sealed envelope and designated with proposal title. To assure that your proposal receives priority treatment, please mark as follows.

Township Attorney Services

Due: March 9, 2018 by 2:00 p.m.
Township of Kimball-Township Clerk’s Office
Attn: Robert Hand, Clerk
2160 Wadhams Rd.
Kimball, MI 48074

Proposer shall put their name and address on the outside of the envelope. It is the Proposer’s responsibility to ensure that proposals are received prior to the stated closing time. The Township shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification or late withdrawals shall not be considered accepted after the stated bid opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

PROPOSAL SUBMISSION AND SIGNING

All requested forms and attachments (Proposal Form, Business Information Questionnaire, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

COST OF PREPARING A PROPOSAL

The RFP does not commit the Township to paying any costs incurred by Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

INTERPRETATIONS AND ADDENDA

All questions regarding this project proposal shall be directed to Robert Usakowski, Township Supervisor. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an "Addendum" to all prospective Proposer's within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the Township, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the "Acknowledgment of Addendum" with proposal. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Clarifications, modifications, or amendments may be made to this solicitation at the discretion of the Township. Any and all Addenda issued by the Township will be posted as noted in 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 Township Clerk, Township of Kimball, 6120 Wadhams Rd, Kimball, MI 48074, 9:00 AM to 4:00 PM, Monday through Friday. 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 to 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 Township, the original document in the Township's files takes precedence.

TOWNSHIP'S PROJECT MANAGER

The Township's Project Manager for this work will be Robert Usakowski, who can be reached by phone at 810-637-1537 or by email at robusakowski@kimballtownship.org.

PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of ninety (90) days from the Proposal Opening Date.

FORM OF CONTRACT

A contract will be developed for services. The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents.

The reading of a proposal does not constitute the Township's acceptance of the proposer's as a responsive and responsible Proposer's. Proposals must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: RFP Title, Deadline and Proposer's name, address, phone, fax and contact name. Submission of a proposal establishes a conclusive presumption that the Proposer's is thoroughly familiar with the Request for Proposals (RFP) and specifications and terms of the Form of Agreement, and that the proposer's understands and agrees to abide by each and all of the stipulations and requirements contained therein. 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.

Proposals sent by telegraph, facsimile, or other electronic means will not be considered. All costs incurred in the preparation and presentations of the proposal are the Proposer's sole responsibility; no pre-proposal costs will be reimbursed to any Proposer's All documentation submitted with the proposal will become the property of the Township.

DUPLICATE PROPOSALS: No more than one (1) proposal from any Proposer's, including its subsidiaries, affiliated companies and franchises will be considered by the Township. In the event multiple proposals are submitted in violation of this provision, the Township will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

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.

REJECTION: The Township reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received if it is determined by the Project Manager that the best interest of the Township will be

served by doing so. If all Proposals are rejected by the Township, notice will be posted on the Township's website as noted on the Cover Page of this document. No Proposal will be considered from any person, firm or corporation in arrears or in default to the Township on any contract, debt, or other legal obligation, or if the proposer's is disqualified by the Township from consideration for a contract award, or if proposer's has committed a violation of the Township's Charter and/or Code of Ordinances which resulted in a termination of a contract or other material sanction within the five (3) years immediately preceding the date of issuance of this document.

PROCUREMENT POLICY: Procurement for the Township 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 Township.

PROPOSAL SIGNATURES: Proposals must be signed by an authorized official of the Proposer's. Each signature represents binding commitment upon the Proposer's to provide the goods and/or services offered to the Township if the Proposer's is determined to be the most responsive and responsible Proposer's.

CONTRACT AWARD: The Township reserves the right to award by item, group of items, or total proposal. The Proposer's 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 Proposer's at the address designated in the proposal. All proposals must be firm for at least 180 days from the due date of the proposal. After a final award of the Agreement by the Township of Kimball, the Proposer's must execute and perform said Agreement. The date on which the Agreement is signed by the Township of Kimball marks the beginning of the Agreement.

NO RFP RESPONSE: Proposer's 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.

FOIA REQUIREMENTS: Proposals are subject to public disclosure after the deadline for submission in accordance with state law.

SPECIAL REQUIREMENTS AND INSTRUCTIONS

MINIMUM QUALIFICATIONS: Proposer's that will be contractually bound under the contract with the Township of Kimball, will be deemed non-responsive and rejected without any further evaluation if they do not meet the following minimum qualifications:

1. No conflicts of Interest between the Township of Kimball and those of its existing elected and appointed officials, under Michigan Rules of Professional Responsibility, and as determined by the Township.
2. A Juris Doctorate degree from an American Bar Association ("ABA") accredited college or university and an active license in good standing with the State Bar of Michigan. No complaints filed with the State Bar Association for the past 3 years. Admitted to practice before State and Federal Courts.
3. At least 5 years experience in the following areas of law: Land Use, FOIA, Contracts, Construction, Public Finance (except bond issuance), Michigan Compiled Laws, Municipal Litigation related to Employment, Civil Rights and Constitutional matters, Worker's Compensation, Governmental Immunity, Property Tax Tribunals and trial defense of Municipal cases successfully in Federal and State courts.
4. Experience, competence and reputation of the all lawyers assigned to the proposed contract by the firm for providing full service representation in the areas designated.
5. Satisfactory client references from at least 2 Michigan municipalities.
6. Availability to service the needs of the Township in a convenient and timely manner.
7. Ability to effectively advocate the interests of the Township of Kimball at all public forums.

SCOPE OF WORK

1. **INTRODUCTION:** Through this Request for Proposals (RFP), the Township of Kimball (Township) hereby invites Legal Entities that meet the qualifications set forth herein to submit proposals to provide full service representation in the area of Governmental Immunity law/Worker's Compensation and litigation services.
2. **SCOPE OF SERVICES:** Full service representation may include, but is not limited to the following:
 - a. **Worker's Compensation:**
 - i. Attendance at all arbitrations, mediations and/or tribunal hearings;
 - ii. Representation of the Township in all litigation, including appeals therefrom, Attendance at all Board meetings upon the request of the Supervisor, Board, Clerk or Treasurer.
 - iii. Consultation with elected officials and department heads as requested and as required in the defense of cases;
 - iv. Preparation of legal pleadings and/or opinions and case evaluations on referred case.
 - v. Provide Risk Manager, Township Council and Staff with relevant information on the current state of the law related to worker's compensation.
 - vi. Ability to provide onsite seminar annually related to Worker's Compensation law and significant developments in this area.
 - b. **Litigation Services and Governmental Immunity:**
 - i. All labor and employment litigation (except the representation of the Township in all collective bargaining negotiations), including but not limited to; the representation of the Township in all arbitrations, mediations, facilitations, labor/employment litigation, which would include wrongful termination, harassment, whistleblower and discrimination matters and/or Civil Rights cases.
 - ii. Provide all litigation legal services, (regardless of court, agency, or tribunal in which such litigation is filed) including but not limited to, all Civil actions, constitutional claims, or any other form or type of litigation in which the Township or any of its elected officials, employees, agents or representatives are parties, and which are assigned either by the Township directly, or through the Township's then insurance carrier.
 - iii. Preparation and presentation of all legal opinions and/or case evaluations within the guidelines of the Township Litigation practices and/or their appropriate insurance carriers' litigation practices. This would include the preparation of a litigation budget at case referral.

- iv. Ability to handle appellate case work up to and including the Michigan Supreme Court Federal Appeals court.
- v. Attendance at Township Board meetings upon the request of the Supervisor, Board, Clerk or Treasurer.
- vi. Provide Township Supervisor, Board and Staff with relevant information on the current state of the law related to Governmental Immunity.

c. **Ordinances and Planning:**

- i. Review all proposed ordinances (new and amended) for conflicts with existing ordinances.
- ii. Review all proposed ordinances (new and amended) for conflicts with existing State and Federal law.
- iii. Represent the Township in legal cases related to planning, zoning and ordinance enforcement.
- iv. Attend Planning Commission and Zoning Board of Appeals meetings as requested by the chairman of either Board.

EVALUATION CRITERIA AND SUBMISSION REQUIREMENTS

1. EVALUATION: As a result of this RFP, the Township of Kimball 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; experience, competence and reputation of firm and the proposed attorneys assigned
 - b. At least 3 total client references which includes 2 municipal references
 - c. Compensation
 - d. Work product such as legal briefs

Each proposal submitted in response to this RFP shall focus on these criteria. In addition, the Township also may consider the past performance of the Respondent on other contracts with the Township or other entities. The Township 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 or involvement in current legal action which may impact the Township's selection of a firm to represent it. The Township shall be the sole decision-maker about whether a conflict exists between its interests and those of a firm's other clients.

2. GENERAL SUBMISSION REQUIREMENTS:

- a. **NUMBER OF COPIES:** One original, plus seven copies (eight total) of the entire proposal must be submitted. The original must be marked as an original. Each copy must be identical to the original.
- b. **PROPOSAL FORMAT:** Each proposal should be prepared simply and economically. Proposer's must provide the following information in their proposal in order to be considered responsive:
 - i. Letter of Transmittal — limited to two (2) pages to include:
 1. A brief statement of the Proposer's understanding of the scope of work;
 2. 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 eighty (180) days from submission;
 3. Identification of a single-point-of-contact to respond to any questions regarding the proposal;
 4. A statement indicating whether Proposer intends to subcontract any portion(s) of the work;

- ii. Executive Summary — Each Proposer 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.
- iii. Respondent History — Proposer shall present information to demonstrate financial stability and performance (including whether the firm been in bankruptcy, reorganization, or receivership in the last five (5) years), operational history, and firm biography. Please refrain from using marketing materials.
- iv. Respondent Identifying Information — Name and location of major offices and other facilities (other than the one identified on Proposal Form) that relate to Proposer’s performance under the terms of this RFP;
 - 1. Name, business address, business and fax telephone numbers, and email address of the proposed principal contact person.
 - 2. Information on firm’s experience, competence and reputation in providing legal services in the area of municipal law and litigation.
- v. Proposer Qualifications — This section must contain all pertinent information relating to the Proposer’s organization and experience that would substantiate its qualifications and capabilities to perform the legal services requested. To include:
 - 1. Statement relating to existing clients and whether current representation presents a conflict of interest with potential representation of the Township. Provide sufficient, non-confidential details for independent verification by the Township. The Township shall be the sole decision-maker about whether a conflict exists between its interests and those of a firm’s other clients. Disclose any clients or interests that may reasonably be foreseen to constitute a potential conflict of interest when representing the Township (such as other local governments, developers, bidders, etc.).
 - 2. 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.
 - 3. Provide 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 Township 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 Township matters.)

4. Provide a summary of other relevant experience and training that demonstrates the ability of the key personnel to be assigned to represent the Township 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.
- vi. Client References — each Proposer must provide no less than three (3) client references for similar service performed within the last three years. Include please at least two (2) municipal or governmental entity clients. The list of clients must include the following:
1. Name and address of client
 2. Name and phone number of client contact
 3. Contract start date and duration
 4. Type and size of contract
 5. Role in representation
 6. Number of staff by position participating in representation
 7. Outcome of representation, if completed and available for disclosure.

These references may be contacted and used in conjunction with the evaluation of proposals.

- vii. Organizational and Staffing Plan — Proposer 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.
- viii. Project Manager — Proposer shall specifically identify the individual who will be responsible for management of this representation. The individual identified shall not be reassigned unless consented by the Township. 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 Township. The following information must also be provided for this individual:
1. Length of service with firm

- 2. Education, experience and responsibilities
- 3. Other relevant qualifications
- ix. Exceptions & Deviations: Note any exceptions or deviations to the required scope of services outlined in this RFP.
- x. Complaints: During the past five (5) years, has the firm had any Bar Association complaints filed against it? If so, please explain.
- xi. Termination by Municipal Client(s): Has the firm been terminated by any municipal client in the last five (5) years? If so, explain why.
- xii. Timeliness of Responses: Define the standard time frames for response by the Attorney to inquiries from the Township Board Township Supervisor, or Department Head.
- xiii. Municipality-Specific Issues: Describe how your firm would familiarize itself with the current issues facing the Township of Kimball.
- xiv. Pricing: The Township is interested in approaching the compensation and fee schedule in an innovative and creative manner. This would include the following possible scenarios;
 - 1. Monthly retainer amount for consultative work *
 - 2. Hourly rate (as set forth in Scope of Work)
 - 3. Flat Fee for specific case type
 - 4. Blend of 1-3
 - 5. Listing of all expenses proposed to be charged outside of above fees.

*Please identify what type of work you would consider extra or specialized which would be billed in addition to the retainer.

Note: Overtime pay for clerical, paralegal, legal assistant or law clerk services will not be reimbursed without prior approval of the Township Manager. Paralegal work should be utilized where possible.

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

- c. **PROPOSAL CONTENT**: The Proposer must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation.
 - i. All general forms contained in this RFP, fully completed:

1. Proposal Form,
 2. Business Information Questionnaire, and
 3. Form of Agreement
- ii. Evidence showing that the Respondent meets each of the Qualifications listed in the Scope of Work of this RFP.

3. **EXCEPTIONS:** Proposer 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 Proposer's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance, if no exceptions are noted in the Proposer's proposal. The Township will expect and require complete conformance with this specification and the successful Proposer 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 Township reserves the right to accept or to allow the Respondent to withdraw any or all exceptions.
4. **SHORTLISTING:** The Township may shortlist the Respondents based upon responses to the above items. If necessary, the Township will conduct interviews/demonstrations. The Township 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 evaluation committee and to clarify their proposals through exhibition and discussion. The Township will not reimburse presentation costs of any Proposer.

SPECIFIC CONTRACT TERMS AND CONDITIONS

1. **CONTRACT TERM:** The contract is for a primary term of three (3) years, effective upon the first of the month following the notice of award (unless otherwise indicated in the award letter), with a possible renewal option at the sole discretion of the Township. It is anticipated this contract will commence on April 1, 2018.
2. **PAYMENT:** The successful Proposer (“Contractor”) may bill monthly for work completed. Payment is Net 30. Submitted bills shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged if outside the scope of the monthly retainer. The Township reserves the right to request detailed accounting information for any or all bills.
3. **INSURANCE SUBMISSION REQUIREMENTS:** The Contractor must submit proof to the Project Manager that they meet all Township of Kimball 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 of request. A “Notice of Intent to Recommend for Award” letter will serve as the request and will be faxed and/or emailed 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 Township of Kimball, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the Township and within appointment of its operating budget including the Township of Kimball 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 Township of Kimball”. The limit amount for this insurance shall be not less than \$2,000,000 per occurrence and \$5,000,000 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 \$1,000,000 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.
 - f. Proof of Insurance: The Township 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 Township to cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor.
6. **KEY PERSONNEL AND SUBCONTRACTORS**: It is essential that the Contractor provides adequate experienced personnel, 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 Township.
 - b. If key personnel 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 Township, and shall, subject to the concurrence of the Township, replace such personnel with personnel of substantially equal ability and qualifications.
 - c. The use of any subcontractor is subject to pre-approval by the Township of Kimball.
7. **Assignment/Transfer**: Assignment or transfer of this contract without written consent of the Township of Kimball (Purchaser) may be construed by the Purchaser as a breach of contract sufficient to cancel this agreement at the discretion of the Purchaser.
8. **Payment Terms**: Payment will be Net 30 unless otherwise specified by the Township of Kimball.

9. **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 Seller when submitting invoice for payment.
10. **Invoices:** Invoices for services must be submitted within 45 days after completion of Services.
11. **IRS Form W-9:** Seller must have on file with the Township of Kimball an IRS Form W-9 before Purchaser will issue any payment to Seller.
12. **Compliance with Laws:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or Township of Kimball 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.
13. **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.
14. **Termination:** When in the Township of Kimball's best interest, the Township of Kimball may unilaterally cancel this agreement at any time, whether or not the Contractor is in default of 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 Township of Kimball agrees that the Contractor shall be paid for items and/or services already accepted by Township of Kimball, but in no event shall the Township of Kimball 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.
15. **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.
16. **Complete Agreement:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the Purchaser and Seller or terms or conditions of sales set forth in the Seller's quotation or order or sales acknowledgement shall not constitute a part of the agreement between the

Purchaser and Seller concerning this purchase. The term “agreement” as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

17. **Liability and Indemnity:** Contractor agrees to protect, defend, reimburse, indemnify and hold the Township of Kimball, 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 Township of Kimball is solely at fault.
18. **Records:** The Township of Kimball reserves the right to inspect all Proposer documents relating to this agreement for up to three (3) years after expiration.
19. **Insurance:** Contractor, at its own expense and in its own name, must provide and keep in force during the term of this Agreement, the following insurance coverages, provided by a company(s) licensed to conduct business in the State of Michigan, acceptable to the Township of Kimball, 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.
20. **Noncompliance:** Failure to deliver in accordance with specifications will be cause for the Township of Kimball to cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor.
21. **Subcontracting:** The use of a subcontractor is subject to the wholly discretionary approval of the Township of Kimball.
22. **Use of the Township Seal:** Contractors are prohibited from using the official Seal of the Township of Kimball in this bid or in any other manner.
23. **Legal Proceedings:** Any legal proceedings arising out of this RFP or any contract awarded there under shall be resolved in Michigan courts.

REQUIRED FORMS

PROPOSAL FORM

BUSINESS INFORMATION QUESTIONNAIRE

PROPOSAL FORM

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

TO: Township OF Kimball

The Undersigned hereby offer and agrees to furnish the service 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 addendum 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 Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated services to the Township, for the term stated herein, and to enter into an agreement with the Township, 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 Proposer represents that: 1) the Proposer is in compliance with any applicable provisions of the Township's Charter and Code of Ordinances; and 2) if awarded a contract to provide the Services required in the RFP, the Proposer will comply with the Township's Charter and Code of Ordinances.

NONCOLLUSION:

The Undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other person or entity, or which otherwise make a Proposal.

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

Township State Zip

Signature of Person Authorized to Sign

Printed Name

Title

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

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

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

LIST OF CORPORATE DIRECTORS

Principal Business Affiliation

Name

Other Than Proposer 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 Township of Kimball, or with any of its Board 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)

