

THE CHARTER COUNTY OF WAYNE, MICHIGAN

REQUEST FOR QUALIFICATIONS FOR AS NEEDED LEGAL SERVICES

CONTROL NO. 37-08-074

Issue Date: Monday, February 11, 2008

Initial Question Deadline: Monday, February 18, 2008 at 4:00 p.m. local time

Pre-Response Conference: Not Applicable

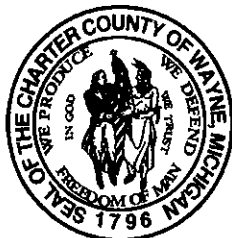
Initial Response Deadline: Friday, February 29, 2008 at 4:00 p.m. local time

Final Response Deadline: Monday, January 31, 2011 at 4:00 p.m. local time
Charter County of Wayne
Purchasing Division
600 Randolph, Room 146
Detroit, Michigan 48226

Purchasing Contact: Jean Mira, Purchasing Agent
Phone: (313) 224-7709
Fax: (313) 224-5182
Email: jmira1@co.wayne.mi.us

Description: The County of Wayne is requesting responses to this Request for Qualifications (RFQ) for the purpose of creating an ongoing list of qualified vendors to provide **Legal Services on an as-needed basis** for the Wayne County Corporation Counsel, 600 Randolph, 2nd Floor, Detroit, Michigan 48226. **Please be advised, responses submitted by firms after September 1, 2007 may be considered under this RFQ as indicated herein.**

A copy of this RFQ can be obtained from the Wayne County website at www.waynecounty.com, on or after the Issue Date indicated above. Please click on the "**for Businesses**" icon located at the top of the web page. Then click the "**County RFPs/RFQs/IFBs**," link on the left hand side of the web page. Then click on the control number listed above. Until the expiration date of this solicitation, it is incumbent upon the Respondent to check the website for additional information and/or addendums. RFQs can also be obtained from the Wayne County Purchasing Division, 600 Randolph Street - Room 146, Detroit, Michigan 48226-2831. If you have any questions, please call (313) 224-5151.



Written questions regarding the substance of the RFQ or scope of services must be submitted via e-mail to the purchasing contact listed above no later than the Pre-Response Question Deadline indicated above.

Sealed Responses are due prior to the Response Deadline indicated above and must be delivered to the Purchasing Division, located at 600 Randolph, Room 146, Detroit, Michigan 48226. Late responses will not be accepted – NO EXCEPTIONS.

Robert A. Ficano
County Executive

RESPONDING COMPANY NAME _____

TABLE OF CONTENTS

SECTION 1 – INSTRUCTIONS.....	3
SECTION 2 - SPECIFICATIONS AND SCOPE OF WORK.....	7
SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS.....	8
SECTION 4 - STANDARD LEGAL CONTRACT - SAMPLE.....	10
SECTION 5 - CONSIDERATION OF RECENT QUALIFICATIONS SUBMISSION FORM	38
SECTION 6 - REQUIRED FORMS.....	39

SECTION 1 – INSTRUCTIONS

This Request for Qualifications (RFQ) is issued for the County of Wayne (County) Department of Corporation Counsel to solicit responses from qualified firms and individuals to develop an ongoing list ("List") to provide Legal Services. The Respondents are to formally express interest and submit credentials relative to the service. After the responses have been received, they will be reviewed and the County will establish the list. Placement on the List is only valid until the List expires. At the time a need for services arises, the County may select a Firm or individual from the List. The List will expire January 31, 2011, regardless of the date of placement on the list or the date of the commencement of activity under the resulting contract(s). **Please be advised, responses submitted by firms after September 1, 2007 may be processed under this RFQ as indicated herein.**

- 1) **COMMUNICATIONS:** In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this Response, until a Successful Respondent(s) is selected, all requests for clarification or additional information regarding this Response, or contacts with the County personnel concerning this Response or the evaluation process must be solely to the contact person listed on the cover page of this RFQ.

A violation of this provision is cause for the County to reject the Respondent's Response. If it is later discovered that a violation has occurred, the County may reject any Response or terminate any contract awarded pursuant to this RFQ. No contact regarding this document with other County employees is permitted.

- 2) **PRE-RESPONSE INFORMATION AND QUESTIONS:** Each response that is timely received will be evaluated on its merit and completeness of all requested information. In preparing responses, Respondents are advised to rely only upon the contents of this RFQ and accompanying documents and any written clarifications or addenda issued by the County. If a Respondent finds a discrepancy, error, or omission in the RFQ package, or requires any written addendum thereto, the Respondent is requested to notify the Purchasing contact noted on the cover of this RFQ, so that written clarification may be sent to all prospective Respondents. **THE COUNTY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing contact only before the Pre-Response Question Deadline indicated on the front of this document. No contact regarding this document with other County employees is permitted. All answers will be issued in the form of a written addendum.
- 3) **PRE-RESPONSE MEETING:** The date, time and location of the meeting, if any, are indicated on the cover page of this RFQ. **All Respondents are strongly encouraged to attend any scheduled meetings.**
- 4) **RESPONSE MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the Response at the discretion of the County. It is the Respondent's responsibility to periodically check the County's website until the posted Response Deadline to obtain any issued addenda.
- 5) **RESPONSE SUBMISSION:** To be considered, the Response must be prepared in the manner and detail specified in this RFQ.
 - a. Responses must be submitted to the Wayne County Purchasing Division, 600 Randolph, Room 146, Detroit, Michigan 48226, before the date and time indicated as the deadline. It is each Respondent's responsibility to insure that the Purchasing Division receives its Response prior to the deadline. This responsibility rests entirely with the Respondent, regardless of delays resulting from postal handling or for any other reasons. Responses will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays.
 - b. Responses received after the above deadline will not be accepted and will be returned to the Respondent unopened. The Purchasing Division's timestamp shall be the official time.
 - c. The opening of a Response does not constitute the County's acceptance of the Respondent as a responsive and responsible Respondent.
 - d. Responses must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the following: Project name, Control Number, Deadline date and time, and Respondent's name, address, phone, fax, and contact name. If the Respondent believes that any information submitted is confidential, such

information shall be separately sealed and labeled as confidential. Responses are subject to public disclosure after the deadline for opening in accordance with state law.

- e. Submission of a Response establishes a conclusive presumption that the Respondent is thoroughly familiar with the RFQ and specifications and terms of the Form of Contract, and the County's Procurement Ordinance 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 the person(s) signing the Response must initial corrections in ink.
 - g. Responses sent by telegraph, facsimile, or other electronic means will not be considered.
 - h. All costs incurred in the preparation and presentations of the Response are the Respondent's sole responsibility; no Response costs will be reimbursed to any Respondent. All documentation submitted with the Response will become the property of the County.
- 6) **RESPONSE SIGNATURES:** An authorized official must sign the Responses. Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the County if the Respondent is determined to be the most responsive and responsible Respondent.
- 7) **CONTRACT AWARD:** The County reserves the right to withdraw the RFQ, to award to one Respondent, to any combination of Respondents, by item, group of items, or total RFQ. The County may waive informalities if it is in the County's interest. The Respondent(s) to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the Response, 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 Response. All Responses must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Respondent within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Respondent. Award of this RFQ is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Respondent's RFQ does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the Respondent has a contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Respondent non-responsive.
- 8) **RESPONSE MODIFICATIONS:** Clarifications, modifications, or amendments to any Response that has been submitted, but prior to the Response Deadline Date, may be made only within the discretion and written approval of the Purchasing Director.
- 9) **DUPLICATE RESPONSES:** No more than one (1) Response from any Respondent, including its subsidiaries, affiliated companies and franchisees will be considered by the County. In the event multiple Responses are submitted in violation of this provision, the County will have the right to determine which Response will be considered, or at its sole option, reject all such multiple Responses.
- 10) **WITHDRAWAL:** Responses may only be withdrawn by written notice prior to the Deadline date set for the opening of Response. No Response may be withdrawn after the deadline for submission.
- 11) **REJECTION:** The County reserves the right to reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received, if it is determined by the Purchasing Director or designee that the best interest of the County will be served by doing so. The County may reject any Response from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Respondent is debarred by the County from consideration for a contract award, or if Respondent has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.
- 12) **PROCUREMENT POLICY:** Procurement for the County 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 County. The Chief Executive Officer has the vested authority to execute all County contracts, subject to Commission approval where required.

- 13) COMPLIANCE WITH LAWS:** The Respondent must comply with all federal, state, and local laws and policies including, but not limited to:
- i. The provisions of the Wayne County Procurement Ordinance governing "Ethics in Public Contracting", as applicable to contractors, being Article 12 of Chapter 120, and Contractor agrees to provide all required disclosures;
 - ii. The Michigan Civil Rights Act;
 - iii. The Persons With Disabilities Act;
 - iv. The Age Discrimination Act;
 - v. Section 504 of the Rehabilitation Act;
 - vi. The Living Wage Ordinance;
 - vii. The Slavery Era Disclosure Ordinance;
 - viii. The Fair Employment Practices of the Equal Contracting Opportunities Ordinances.
- 14) NON-DISCRIMINATION:** Wayne County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Respondent must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The anti-discrimination policies of the Wayne County Procurement Ordinance, Article XI of Chapter 120 of the Wayne County Code, are incorporated into County contracts. The Respondent must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
- 15) NO RESPONSE:** Businesses who receive this RFQ but who do not submit a Response should return a notice stating the reason(s) for not responding. Failure to return this may result in removal of the business's name from all bidder lists.
- 16) CONTRACT NEGOTIATION:** All Responses must be firm for at least 120 days from the due date of the Response. If, for any reason, a contract is not executed with the selected Respondent within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Respondent. There is no contract until the County's policies have been fulfilled.
- 17) DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Respondent and the rejection of the Response:
- a. Evidence of collusion among Respondents.
 - b. Lack of competency as revealed by either financial, experience, or equipment statements.
 - c. Lack of responsibility as shown by past work.
 - d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.
- 18) DISCUSSIONS:** Discussions may be conducted with responsible Respondents, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Respondents who submit Responses determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.
- Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Responses. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Respondent shall reduce any substantial oral clarification of a Response to writing.
- 19) SUBCONTRACTORS:** In an effort to promote supplier diversity, Wayne County encourages Respondents to identify and include qualified minority businesses as subcontractors when proposing to provide products and services to the County. Respondents must reasonably demonstrate that they have taken all the necessary steps to include participation from diverse suppliers.

The Contract will not be assignable to any other business entity without the County's approval. Respondents are encouraged to consider a joint venture. Respondents shall attach a copy of the agreement between Respondent and all subcontractors in their Response.

- 20) RESPONDENT RESPONSIBILITIES:** The Respondent must be capable, either as a firm or a team, of providing all services as described under SECTION 2 – SCOPE OF WORK and to maintain those capabilities until notification of the fact that their Response was unsuccessful. Exclusion of any service for this Response may serve as cause for rejection. The selected Respondent must remain capable of providing all services as described under SECTION 2 – SCOPE OF WORK and must maintain those capabilities until the agreement is successfully finished. The successful Respondent will be responsible for all Services in this Response whether they are provided or performed by the Successful Respondent or Subcontractor(s). Further, the County will consider the Successful Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The Successful Respondent must identify all Subcontractors and the Services they provide. The Successful Respondent is responsible for all payments and liabilities of all Subcontractor(s).

The County reserves the right to approve or reject, in writing, any proposed Subcontractor. If the County rejects any proposed Subcontractor in writing, the Successful Respondent shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Respondent may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the Response or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the County.

- 21) COUNTY PARTICIPATION:** The County will provide appropriate personnel support for implementation of these agreements. The Respondent's Response should identify County FTEs required and tasks to be performed by County personnel. For the purpose of contract administration, Wayne County will designate a person to serve as County Contract Manager. The County Contract Manager will serve as the primary liaison between the County and the Successful Respondent and will coordinate overall management and administration of the contract for the County.
- 22) DISCLOSURE OF CONTENTS:** All information provided in the Response shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Response becomes the property of the County and may be returned only at the County's option.

Respondents must make no other distribution of their Responses other than authorized by this Response. A Respondent who shares cost information contained in its Response with other County personnel or competing Respondent personnel shall be subject to disqualification.

Respondents shall not be provided any information about other Responses or prices or where the Respondent stands in relation to others at any time during the evaluation process. Any request for such information by a Respondent, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Respondent may be eliminated from further consideration.

Responses are subject to public disclosure after the deadline for submission in accordance to state law under the Freedom of Information Act (FOIA).

SECTION 2 - SPECIFICATIONS AND SCOPE OF WORK

1) OVERVIEW: The Department of Corporation Counsel seeks to retain attorneys with at least 5 years' experience in the areas of:

Administrative law	Foreclosure and Forfeiture
Bankruptcy	Health Care
Business Development	Intellectual Property
Condemnation	Labor and Employment
Construction	Litigation
Contracts	Municipal
Development	Real Estate
Environmental	Tax
Finance and Bonds	Workers Compensation

2) QUALIFICATIONS: The attorneys(s) must possess:

- Strong interpersonal communication and analytical skills.
- Effective multi-tasking and good personal organization skills.
- Effective organizational, planning and project management skills.
- Ability to work independently and within a team environment.
- Strong legal research skills.
- Above average to strong client management skills.
- Clear English language speaking skills.
- Strong problem-solving skills.
- Initiative and creativity.
- Superlative writing skills.

3) EDUCATION & CERTIFICATIONS: Must be a graduate of a law school approved by the American Bar Association and be currently licensed by the State Bar of Michigan and a member of various professional legal associations relevant to the area of practice in which the attorney has expertise.

4) SPECIFIC SERVICES: The attorney(s) shall report to the Corporation Counsel or his designee.

The Firm may be required to do the following work, in conjunction with assigned attorneys, from the Department of Corporation Counsel:

1. Meet with and advise clients;
2. Review and draft documents, including contracts;
3. Appear before the County Commission or other County boards, Commissions or administrative agencies;
4. Draft opinion;
5. Represent the County in State and Federal, administrative boards and trial and appellate courts; and
6. Perform other legal services as may be required.

SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

The opening of a Response by the County does not mean the County considers the Respondent to be responsible. The County reserves the right to determine the responsibility of the Respondent and any subcontractors from the information below or from other sources. The Respondent shall provide the County any additional information requested by it within three (3) business days of receiving such a request.

1. **EVALUATION CRITERIA:** All Responses will be evaluated based on the following criteria. A failure in any one of the following areas is grounds for not being selected for placement on the List.

FACTOR
Hourly Rates
Education and licensure
Standard Legal Contract
Backup Coverage
Performance and Experience

2. **GENERAL SUBMITTAL REQUIREMENTS:**

NOTE: *If a Qualifications Submission has been provided to Wayne County since September 1, 2007 as a result of the County's recent RFQ announcement, a complete new submission does not have to be made in response to this RFQ. Instead, you may submit the "Consideration of Recent Qualifications Submission Form" herein, and attach any additional information or forms that are requested herein, but which were not included in the recent submission package.*

- a. **NUMBER OF COPIES:** One original, **plus three copies (four total)** of the entire Response must be submitted. The original must be marked "ORIGINAL". Each copy must be identical to the original.
 - b. **RESPONSE FORMAT:** Each Response should be prepared simply and economically. Responses shall be in the same order as the requirements listed below and in the following section.
 - c. **RESPONSE CONTENT:** The Respondent must include the following items, or the Response may be deemed non-responsive and rejected without any further evaluation.
 - i. All general forms contained in this RFP, fully completed:
 1. Response Form,
 2. Business Information Questionnaire Form,
 3. Living Wage Ordinance,
 4. Slavery Era Disclosure Form,
 5. Fair Employment Practices (FEP) Form,
 6. Subcontractor Form,
 7. Ethics in Contracting Vendor Form,
 - ii. Evidence showing that the Respondent meets each of the Minimum Qualifications listed in the Scope of Work of this RFP.
 - iii. A complete response to each of the items in the next section, which are specific to the evaluation criteria.
3. **SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION:** Submit a complete response to each of the following items. List them in the order below, following your submission to the above:

- i. Submit an Executive Summary of your Response (max. 2-3 pages)
 - ii. Hourly Rates: State your rates for the service
 - iii. Education and licensure: Complete the Statement of Qualification and attach copies of candidate's or candidates' resume(s). State whether the candidate or candidates are currently licensed by the State Bar of Michigan. Give the various professional legal associations relevant to the area of practice in which the attorney has expertise.
 - iv. Standard Legal Contract: State whether you accept the terms of the standard legal contract herein.
 - v. Backup Coverage: Give a narrative that describes your solution or plan for backup coverage.
 - vi. Describe how you meet the minimum qualifications.
 - vii. Describe the type and number of years of experience in providing services
 - viii. Provide at least three references for similar projects, including name of establishment, full address, dates of service, contact name and contact telephone number for reference checks.
 - ix. Describe the experience and qualification of key personnel.
 - x. Complete the Areas of Expertise Form herein.
4. **EXCEPTIONS:** Respondent shall clearly identify any proposed deviations from the language contained herein. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. 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. If no exceptions are noted in the Respondent's Response, the County will assume complete conformance with this specification and the successful Respondent will be required to perform accordingly. Responses not meeting all requirements may be rejected. Responses taking exception to any language in the Form of Contract may be rejected as nonresponsive.
5. **SHORTLISTING:** The County may shortlist the Respondents based upon responses to the above items. If necessary, the County will conduct interviews. The County 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 Responses through exhibition and discussion. The County will not reimburse oral presentation costs of any Respondent.

SECTION 4 - STANDARD LEGAL CONTRACT - SAMPLE

COUNTY OF WAYNE LEGAL SERVICES AGREEMENT

THIS AGREEMENT (DAF **08-40-?**) is between the COUNTY OF WAYNE, a body corporate and Charter county, acting by and through the Department of Corporation Counsel ("County"), and **?**, a Michigan Corporation ("Firm").

WITNESSETH:

WHEREAS, the County finds it necessary to secure assistance in providing **legal services in the matter of ? (the "Services")**; and

WHEREAS, the County desires the Firm to render the Services; and

WHEREAS, the Firm represents that it is qualified and ready and willing to perform the Services;

NOW, THEREFORE, it is agreed:

ARTICLE 1 TERM OF AGREEMENT AND SCOPE OF SERVICE

- 1.1 This Agreement shall have a term of one (1) year from the date of its approval by the Wayne County Commission or of its execution by the Corporation Counsel pursuant to the authority to retain legal services delegated to the Corporation Counsel. If this Agreement resulted from a competitive solicitation which included notice of a one (1) year option to renew, this Agreement may be renewed for one (1) year.
- 1.2 The Firm shall provide the Services stated in Exhibit A, Scope of Service and Exhibit C Litigation Protocols for Outside Counsel.

ARTICLE 2 COMPENSATION

- 2.1 The County agrees to pay the Firm at the rates in Exhibit B, Compensation, attached. The compensation includes all remuneration to which the Firm may be entitled. The County will not pay the Firm for overtime, holiday or other premium charges or other benefits.
- 2.2 The County will pay for the proper performance of the Services, commensurate with the progress of the work as evidenced by the timely performance of the Services, and after it receives an invoice for payment. The invoice must certify the total cost of the Services rendered to the project to date and the cost of all Services for that billing period; and must describe the Services rendered. If the invoice also requests reimbursement or payment for reimbursable expenses, the appropriate receipts must be attached. The invoice should be submitted monthly.
- 2.3 The Firm must direct invoices to the attention of the individual(s) specified in the Notice provisions, Article 13.
- 2.4 No payment shall be made until this Agreement has been approved under the provisions of the County's Charter and ordinances, and approval of this Agreement has been obtained.

ARTICLE 3

REPRESENTATIONS

- 3.1 **Qualifications** The Firm, by signing this Agreement, attests that it is qualified to perform the Services to be furnished.
- 3.2 **Notifications** The Firm shall inform the County as soon as the following types of conditions become known:
- A. Favorable developments or events which enable meeting time schedules and/or goals sooner than anticipated.
 - B. Delays or adverse conditions which materially prevent, or may materially prevent, the meeting of the objectives of the Services provided. This disclosure shall be accompanied by a statement of any remedial action taken or contemplated by the Firm.
- 3.3 **Conflict of Interest** The Firm covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of the Services under this Agreement. The Firm further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.
- 3.4 **Services to be Confidential** All Services, including reports, estimates, and information to be furnished are confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the County's Corporation Counsel or such client as the Corporation Counsel's designates, in writing, to the Firm, except by testimony under oath in judicial proceedings or as otherwise required by law. The Firm shall take all necessary steps to ensure that no member of its staff or organization divulges any information concerning such Services.
- 3.5 **Facilities and Personnel**

To induce the County to enter into the Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the services as set forth in the Contract. The execution of this Contract is within the Contractor's authorized powers, and is not in contravention of federal, state, or local law.

The Contractor warrants that all employees of the Contractor assigned to the performance of the services are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed.

Whenever an employee assigned to this Contract must be replaced for any reason, the Contractor must supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform the services without obtaining prior County approval in writing.

ARTICLE 4

ASSIGNMENT & SUBCONTRACTING

- 4.1 The Firm shall not assign this Agreement, or any part of it, or subcontract any of the work or Services to be performed without the County's prior written approval. Such approval shall not constitute privity between the County and the subcontractor.
- 4.2 Approved subcontractors must adhere to the County's policy of non-discrimination.
- 4.3 Approval given in any one instance shall not relieve the Firm of its obligation to obtain the prior written consent of the County to any further assignment or subcontracting.

ARTICLE 5 **INDEMNIFICATION**

The relationship of the Firm to the County of Wayne is that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Agreement. No relationship, other than that of independent contractor, shall be implied between the parties, or either party's agent, employee, or subcontractor. The Firm agrees to hold the County of Wayne harmless from any liabilities alleged to arise from such relationship.

The Firm agrees to save harmless the County, its elected officials, officers, employees and agents against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the County by reason of any of the following:

- A. Any negligent or tortuous act or omission held by a court of competent jurisdiction to be attributable, in whole or in part to the Firm, or any of its employees, consultants, subcontractors, assigns, agents, or any entities associated, affiliated, or subsidiary to the Firm now existing, or hereafter created, their agents and employees for whose acts any of them might be liable.
- B. Any failure by the Firm, or the parties specified in (A), to perform its obligations either expressed or implied by this Agreement.

The Firm agrees that it has the responsibility to safeguard the property and materials that the Firm's employees or its associates use in performing this Agreement.

ARTICLE 6 **INSURANCE**

- 6.1** Insurance coverage shall be obtained with sufficient limits to provide coverage for any occurrences described in Article 5. The Firm shall, at a minimum, maintain the following insurance policies:
 - A. General Commercial General Liability, limits of One Million Dollars (\$1,000,000) broad form contractual liability endorsement.
 - B. Automobile Automobile, including non-owned, combined single limits of One Million Dollars (\$1,000,000).
 - C. Workers' Compensation Statutory Workers' Compensation with One Hundred Thousand Dollars (\$100,000) employer's liability.
 - D. Malpractice Coverage of One Million Dollars (\$1,000,000) per incident.
- 6.2** Certificates evidencing such insurance shall be made available to the County upon request and shall remain in full force and effect throughout the term of this Agreement. The policies shall not be canceled or materially changed without at least thirty (30) days prior notice by the Firm to the County.

- 6.3** If, during the term of this Agreement, changed conditions should, in the judgment of the County, render inadequate the insurance limits, the Firm will furnish on demand such additional coverage as may be required. All such insurance shall be affected at the Firm's expense, under valid and enforceable policies, issued by insurers of recognized responsibility which are acceptable to the County's Director of Risk Management.

ARTICLE 7

AGREEMENT CHANGES

- 7.1** Definitions Change Order: A written order signed and issued by the Purchasing Director and also by any other officer authorized to sign and issue the original Agreement, directing the Firm to make changes which the "Changes in Scope/Services" Article of this Agreement authorizes the County to order without consent of the Firm. Contract Modification: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of the Agreement accomplished by mutual action of the parties to the Agreement.
- 7.2** The County may request changes to the scope of Services to be furnished or performed by the Firm under the Agreement, as well as changes in the time of performance of the Agreement. All such changes shall be authorized by either Change Order or Contract Modification, as those terms are defined in this Agreement.
- 7.3** If any such change request increases or decreases the Firm's cost of, or the time required for, performance of any part of the Services under this Agreement, an adjustment may be made and the Agreement modified in writing accordingly.
- 7.4** Firm shall provide County with a written proposal to County's change request within five (5) business days of receipt of any such request. Firm's proposal shall describe in reasonable detail the basis for any proposed price or time adjustment. All cost estimates shall include all completed Services, and cover all costs, expenses, overhead and profit of subcontractors, if any.
- 7.5** Firm acknowledges that any change in the Agreement price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other cost of any nature.
- 7.6** If the County does not accept the Firm's proposal, the County may:
- (a) withdraw its change request;
 - (b) modify its change request, in which case the procedures set forth above will apply to the modified change request; or
 - (c) issue a Change Order.
- 7.7** Any adjustment in the Agreement price shall be computed in accordance with the provisions of this Agreement. Failure of the parties to agree to an adjustment shall not excuse the Firm from proceeding with the Agreement as changed, provided the County promptly and duly makes provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the required Services under protest, the Firm shall not be deemed to have prejudiced any claim for additional compensation, or an extension of the time for completion.
- 7.8** No action, conduct, omission, prior failure or course of dealing by the County shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the County and the Firm. Firm further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Agreement.

ARTICLE 8

PRICING ADJUSTMENTS

- 8.1** Any adjustment in the Agreement price as a result of the County's exercise of its rights under this Agreement shall be made in one or more of the following ways:
- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (b) by unit prices, if applicable, specified in the Agreement or subsequently agreed upon;
 - (c) by the costs attributable to the event or situation, plus appropriate profit or fee, if applicable, all as specified in the Agreement or subsequently agreed upon;
 - (d) in such other manner as the parties may mutually agree; or
 - (e) in the absence of agreement between the parties, by a unilateral determination of the County of the costs attributable to the event or situation, with adjustment of profit or fee, as computed by the County.

in accordance with generally accepted accounting principles. Pursuant to Article 9 of Chapter 120 of the Wayne County Code governing "Appeals and Remedies," the County's determination is subject to appeal to the Purchasing Director whose decision is subject to appeal to the County Commission or a court of competent jurisdiction.

- 8.2** Firm shall provide cost or pricing data for any price adjustments subject to the provisions of section 120.3302 (Cost or Pricing Data) of the Wayne County Code.

ARTICLE 9

APPROVAL OF ACCOUNTING SYSTEM

- 9.1** Except in those instances in which the Agreement price is fixed, the Firm shall not begin performance unless and until the Purchasing Director has determined, in writing, that the Firm's accounting system: (a) permits timely development of all cost data in a form reasonably acceptable to the County; and (b) is adequate to allocate costs in accordance with generally accepted accounting principles.

ARTICLE 10

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Firm, for itself, its assignees and successors in interest agrees as follows:

- 10.1** **Non-Discrimination** The Firm, with regard to the Services to be performed under this Agreement, shall not discriminate on grounds prohibited by federal, state or local constitution, law, statute or ordinance in:

- A. The selection and retention of subcontractors or the procurement of materials and leases of equipment.

The Firm agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his/her; and/or

- B. With respect to the hire, tenure, terms, conditions, or privileges of employment or hire of employees, consultants or applicants for employment.

- 10.2 Solicitations for Subcontractors** In all solicitations made by the Firm for work to be performed under a subcontract, each potential subcontractor shall be notified by the Firm of the Firm's obligations under this Agreement, and the regulations relative to non-discrimination.
- 10.3 Sanctions for Noncompliance** In the event of noncompliance with the non-discrimination provisions of this Agreement, the County shall impose such sanctions as it may determine to be appropriate, including, but not limited to:
- A. withholding of payments to the Firm under this Agreement until the Firm complies; and/or
 - B. cancellation, termination or suspension of this Agreement, in whole or in part.
 - C. The imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Purchasing Director, in consultation with the Director of Human Relations and Corporation Counsel.
- 10.4 Incorporation of Provision** The Firm shall include the provisions of Paragraphs 8.1 through 8.3 in every subcontract.

ARTICLE 11 **TERMINATION**

- 11.1 Firm Right to Terminate** This Agreement may be terminated by the Firm upon thirty (30) days written notice. Upon delivery of such notice, the Firm shall continue all work and Services until otherwise directed by the County. The County will pay the Firm for the Services rendered prior to termination. The parties expressly agree that no payments under this section shall exceed the amount payable under Article 2.
- 11.2 County Right to Terminate** The County may terminate this Agreement upon fifteen (15) days written notice by issuing a Notice of Termination to the Firm. The Firm acknowledges the right of the Wayne County Commission by a two-thirds vote, under circumstances in which the County's Chief Executive Officer is required by the Michigan Standards of Conduct and Ethics Act, MCLA *15.341 *et seq.* to recuse himself or herself from acting on a contract, to terminate the Agreement for (a) an egregious breach of the terms and conditions hereof or (b) a violation of the ethics and anti-kickback provisions of Article 12 of Chapter 120 of the Wayne County Code and to debar the Firm from any further work for or sales to the County for up to three (3) years, pursuant to the terms of Article 6 of the Procurement Ordinance.

Upon receipt of a Notice of Termination and, except as otherwise directed by the County, the Firm shall:

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional Agreement funds for any costs beyond such date as the County shall specify.
- C. On the date termination is effective, submit to the County all records, reports, documents and pleadings as the County shall specify; all pertinent keys to files; and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within thirty (30) days a final activity report and invoice.

Upon termination of this Agreement, all finished or unfinished original (or copies when originals are unavailable) documents, data, studies, briefs, drawings, maps, models, photographs, files,

intermediate materials, supplies, notes, reports, or other materials (herein collectively called the "Work Product") prepared by the Firm under this Agreement, shall at the option of the County, become its exclusive property, free from any claims on the part of the Firm except as herein specifically provided. The Work Product shall promptly be delivered to the County upon the County's request and the County shall return all the Firm's properties to it. The Firm acknowledges that any intentional failure or delay on its part to deliver the Work Product to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law and the Firm accordingly agrees that the County may in such event seek injunctive relief in a court of competent jurisdiction. The County shall have full and unrestricted use of the Work Product for the purpose of completing the Services. In addition, each party will assist the other party in the orderly termination of this Agreement.

- 11.3 Rights** The rights and remedies of either party provided by this Agreement are in addition to any other rights and remedies provided by law or equity.

ARTICLE 12

APPLICABLE LAWS

This Agreement, and all actions arising hereunder, shall be subject to, and construed according to the law of the State of Michigan. The Firm also agrees it will not commence any action against the County because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of the Agreement, in any courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division.

ARTICLE 13

NOTICES

All notices, consents, approvals, requests and other communications, (herein collectively called "Notices") required or permitted under this Agreement shall be given in writing and mailed by first-class mail and addressed as follows:

If to the Firm:

?

[1]

If to the County:

Mary Rose MacMillan, Esq.
Deputy Corporation Counsel
Wayne County
600 Randolph Street, Room 253
Detroit, Michigan 48226

All Notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any Notice given by a party must be signed by an authorized representative of such party. Notwithstanding the requirement above as to the use of first class mail, termination notices, change of address notices, or other notices of a legal nature, shall be sent by registered or certified mail, postage prepaid, return receipt requested.

ARTICLE 14
SERVICE OF PROCESS

It is agreed that person named by the Firm in Article 13 is the person in charge of the Firm for the purpose of Service of Process.

ARTICLE 15
RIGHT TO AUDIT FIRM RECORDS

- 15.1** The Firm shall maintain full and complete books, documents and/or ledgers, journals, accounts, or records. The records shall be kept in accordance with generally accepted accounting practices.
- 15.2** The Firm must make available to the County, or its authorized representatives, including the Legislative Auditor General, at any time Monday through Friday, inclusive, between the hours of 8:00 a.m. and 5:00 p.m., at the County's election, at that location among its offices which the Agreement is principally performed or which is closest and most convenient for the County's auditors, all records, books, statements, reports, or other pertinent information that the County deems necessary concerning the Firm's performance of Services under this Agreement, as may be required for audit purposes.

ARTICLE 16
ETHICS IN CONTRACTING

- 16.1** The Firm must comply with Article 12 of Chapter 120 of the Wayne County Code governing "Ethics in Public Contracting."
- 16.2** Firm's material misrepresentation or delinquency in the disclosures required by section 120.12105 of the Wayne County Code constitutes a material breach of this Agreement, sufficient to warrant immediate termination and the imposition of liquidated damages (not a penalty) of fifteen percent (15%) of the consideration made or due under the Agreement as of the date of termination.
- 16.3** If the County determines that the Firm has made a material misrepresentation or is willfully delinquent or knowingly evasive in the disclosures required by section 120.12105, the Firm and any other business which has substantially the same principal beneficiaries (as defined in section 120.12901 of the Wayne County Code), may be debarred by the Purchasing Director, pursuant to Article 6 of Chapter 120 of the Wayne County Code, from competing for any further County contracts for up to three (3) years.
- 16.4** If the Agreement price is in excess of \$20,000, or the terms thereof require the approval of the Wayne County Commission, and the Firm knowingly collaborates in or induces a violation of any of the ethical standards that are set forth in sections 120.12103, 120.12104, 120.12105, 120.12301, 120.12401, 120.12402, 120.12403, or 120.12405 of the Wayne County Code, the County has the right to impose any one or more of the following sanctions:
- A. Immediately terminate the Agreement and require the Firm to pay the County liquidated damages, and not a penalty, of 15% of the total Agreement compensation;
 - B. Debar or suspend the Firm from consideration from competing for further County contracts; or
 - C. Recover the value transferred or received in breach of the ethical standards by a County employee or other person.
- 16.5** The Firm further covenants that no officer, member or employee of the County and no other public official who exercises any functions or responsibilities in the review, approval or carrying out of the Agreement has any personal or financial interest, direct or indirect, in this Agreement.

- 16.6** The Firm will not and has not employed any person to solicit or secure this Agreement, directly or indirectly. If this condition is breached, the County may, at its option, terminate this Agreement.

ARTICLE 17

PROMPT PAYMENT

Should the Firm subcontract a part of its obligations under this Agreement to a business which has been certified by the County's Division of Human Relations as a small or disadvantaged business enterprise, the Firm shall provide, in each such subcontract, provisions which establish for that business prompt payment protection from the Firm such as that afforded to the Firm pursuant to section 120.3404 of the County of Wayne, Michigan Code of Ordinances ("Wayne County Code").

ARTICLE 18

EXCUSABLE FAILURE

- 18.1** Neither party shall be liable for any default or delay in the performance of its obligations under the Agreement if and to the extent such default or delay is caused, directly or indirectly, by: any cause beyond the reasonable control of such party, provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions or reasonably circumvented by the non-performing party through the use of alternate sources, work around plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligations so affected for as long as (1) such circumstances prevail and (2) such party continues to use its best efforts to complete its Agreement obligations whenever and to whatever extent possible without delay. To obtain the benefit of this Article, the non-performing party must promptly notify the other party, in writing, of the inception of the excusable failure occurrence, and also of its abatement or cessation. In the event of a dispute between the parties with regard to what constitutes an excusable failure, the County's reasonable determination is controlling.
- 18.2** If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the Services necessary for the performance of the County's functions for more than fourteen (14) consecutive days, and the County determines that performance is not likely to be resumed within a period of time that is satisfactory to the County, in its reasonable discretion and at the County's option: (a) the County may procure the affected Services from an alternate source for so long as the delay in performance shall continue; in such case, the County shall not be liable to the Firm for payments for Services provided by others; (b) the County may cancel any portions of the Agreement so affected and the charges payable there under shall be equitably adjusted to reflect those Services canceled; or (C) the Agreement will be canceled without liability of the County to the Firm as of the date specified by the County in a written notice of cancellation to the Firm. The Firm will not have the right to any additional payments from the County as a result of any excusable failure occurrence or to payments for Services not rendered as a result of the excusable failure condition. The County also shall not be liable to the Firm for loss of anticipated profit, unabsorbed overhead, interest on claims, unamortized depreciation costs, and general and administrative burden if a termination of the Agreement is the result of an excusable failure occurrence.
- 18.3** Defaults or delays in performance by the Firm which are caused by acts or omissions of its subcontractors will not relieve the Firm of its obligations under the Agreement except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Firm cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, work around plans or other means.

ARTICLE 19

MISCELLANEOUS

- 19.1** The Firm shall comply with the Department of Corporation Counsel Litigation Protocol for Outside Counsel set forth in Appendix C.
- 19.2** Failure of a party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
- 19.3** It is understood that during the term of this Agreement, the County may contract with other firms providing the same or similar Services.
- 19.4** The Firm agrees that it is not, and will not become, in arrears to the County upon any contract, debt, or other obligation to the County, including real property and personal property taxes.
- 19.5** The singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- 19.6** If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be effected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 19.7** The headings of the Sections in this Agreement are for the convenience only and shall not be used to construe or interpret the scope or intent of this Agreement.
- 19.8** The Firm is authorized to negotiate in order to accomplish the objectives set forth in the Agreement. It is understood that any Agreement negotiated must be approved by the County.
- 19.9** All documents drafted by the Firm which are to be submitted to the Chief Executive Officer and the County Commission for approval shall be directed to the Corporation Counsel for prior review and submission.
- 19.10** All proposed settlements are subject to the approval of the Wayne County Commission. All proposed settlement shall be directed to the Corporation Counsel for review and submission to the County Commission for approval.
- 19.11** The County shall not be obligated to make payments to the Firm prior to the County's receipt of information necessary to enable it to comply with its reporting or other legal obligations under the Internal Revenue Code and similar provisions of state or local law. Information required by the County may include, but is not limited to, Form W-9, Request for Taxpayer Identification Number, and other information or certifications determined by the County, in its sole discretion, to be reasonably necessary to evidence the Firm's legal status, address, taxpayer identification number, or other information relating to backup withholding pursuant to IRC Section 3406. The County will furnish information returns (including Forms 1099 or other returns, as appropriate) to the Firm and appropriate government entities by their required due dates and in accordance with applicable law. Any payment due the Firm shall be reduced by the amount of any required backup withholding, and the Firm shall have no claim against the County for additional amounts or payments under this.

Agreement for the amount of any backup withholding required by applicable law to be paid over to any government authority.

IN WITNESS WHEREOF, the parties have executed this Agreement.

COUNTY OF WAYNE

[WC2]?

By: _____
ROBERT A. FICANO
Wayne County Executive

By:

Dated: _____

Dated: _____

Federal Tax ID #: _____

By: _____
MARY ROSE MACMILLAN
Deputy Corporation Counsel

Approved by the Wayne County
Commission:

[3]
Dated: _____

Resolution No: _____
Dated: _____

EXHIBIT A

SCOPE OF SERVICE

The County engages the Firm and the Firm agrees to faithfully and diligently perform the Services set forth in this Agreement consistent with the standard of legal practice in the community. The Services are: as determined by Corporation Counsel related to this matter.

Specify Services

Included in the Services are any meetings with County staff required to accomplish the purpose of this Agreement as well as attendance at any County Commission or other board or agency meetings related to the purpose of this Agreement. The Firm shall not make an initial contact with any County staff or elected official until the attorney designated by the Corporation Counsel has advised the Firm it is cleared to make the contact with the client. This will avoid confusion of the clients.

The Firm must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Agreement. The County will compensate the Firm under a separately negotiated agreement for any Services rendered pursuant to this section.

The Firm must also abide by the guidelines and rules set-forth in the Litigation Protocol for Outside Counsel attached as Exhibit C.

EXHIBIT B COMPENSATION

- A. Under this Agreement, the County will pay the following attorney members of the Firm the blended hourly rate of \$150.00[WC4] per hour:
- ?, Esq[WC5].
- [6]Such other persons as may be designated by the Firm, in writing, and accepted by the County, in writing, during the pendency of this Agreement.
- The rates for a paralegal or law clerk under this Agreement shall be \$75.00 per hour.
- B. Unless otherwise specified in this Agreement, invoices for payment under this Agreement **MUST BE SUBMITTED WITHIN 45 DAYS OF THE DATE OF SERVICE OR PAYMENT WILL NOT BE MADE. ALL INVOICES MUST BE DETAILED AND SHOW ITEMIZED EXPENSES.** All invoices shall indicate for each attorney, law clerk and paralegal the hours billed and the hourly rate. All invoices shall include the following Agreement DAF number: 08-40[WC7]-?. The total compensation under this Agreement cannot exceed \$?,000.00[WC8].
- C. **Any substitution or addition of attorneys must be approved by the Corporation Counsel in advance; their hourly billing rates cannot exceed the agreed upon rates and must be discounted by 25% during the learning curve period.**
- D. Reimbursement for attendance at depositions is limited to one attorney.
- E. Reimbursement for attendance at hearings and meetings is limited to two attorneys.
- F. Administrative, clerical, secretarial, word processing and time accounting activities are not reimbursable expenses. Office supplies are not reimbursable.
- G. Reimbursement is allowed for the reasonable cost of meals and lodging when representation requires travel beyond fifty (50) miles of the corporate limits of the County of Wayne. Travel time is reimbursable at one-half the normal hourly rate.
- H. The following Services shall be invoiced at the rates which represent the actual costs to the Firm: necessary local deliveries, telephone, transcript costs, postage, express mail services, outside printing or copying, filing, notary, and miscellaneous like expenses directly related and necessary.
- I. Copying (in-house) rates shall not exceed \$0.25 per page.
- J. Any costs or reimbursable expenses not enumerated in this Agreement shall require the prior written approval of the Corporation Counsel or designee.
- K. Expert witnesses shall not be retained or paid without prior approval of the County.
- L. The Firm is responsible for notifying Corporation Counsel two (2) months prior to the time it is anticipated that the Agreement's cap will be reached to enable time for processing a renewal or a Contract Modification. The Firm will not be paid for work that is not authorized pursuant to a valid agreement.
- M. Research. The Firm was selected to represent the County because of its expertise. Consequently, the County shall not be charged for basic research. Other research on specific issues must be billed at the agreed on hourly rate for the person performing the research. Computerized research will not be compensated unless specifically provided for by this Agreement.
- N. The following are excluded from this Agreement and are not compensable:
1. Reviewing/discussing legal service invoices.
 2. Preparing invoices.
 3. Reviewing and preparing responses to solicitation documents.
 4. Other nonlegal services as determined by the County.

EXHIBIT C

See Department of Corporation Counsel Litigation Protocols for Outside Counsel. (Attached)

Exhibit C

Wayne County
Department of
Corporation Counsel



Litigation Protocol
for
Outside Counsel

Addendum to All Legal Service Agreements

Table of Contents

I. GENERAL GUIDELINES

A.	Assignments of a Lawsuit to Outside Counsel	1
B.	Conflict of Interest under the Michigan Rules of Professional Conduct	1
C.	Legal Malpractice Insurance.....	2
D.	Initial Pleadings	2
E.	Litigation Action Plan and Litigation Budget Plan.....	2
F.	Dispositive Motions	2
G.	Case Evaluation and Settlement Negotiations	2
H.	Trials 3	
I.	Appeals	3
J.	Retention and Storage of Closed Files.....	3
K.	Definitions.....	3

II. LITIGATION ACTION PLAN.....4

A.	Reporting Obligations of Outside Counsel	5
B.	Pre-Trial and Trial Reports	6

III. LITIGATION BUDGET PLAN8

IV. CORPORATION COUNSEL LEGAL BILLING STANDARDS.....9

1.	Billing Format.....	9
2.	Legal Fees	9
3.	Acceptable Costs and Expenses.....	10

Attachment A12

Attachment B.....13, 14

I. GENERAL GUIDELINES

A. Assignment of a Lawsuit to Outside Counsel

1. Upon selection of Outside Counsel, Corporation Counsel will forward to Outside Counsel the Summons and Complaint, together with any service documents.
2. Corporation Counsel will also submit to Outside Counsel, by letter, the following information:
 - a. Relevant facts concerning service of the lawsuit, including information covering who was served, when service was effected, and how the service was received (i.e., process server, mail, etc.);
 - b. The names of the party or parties to be defended;
 - c. Work which may be done in-house by Corporation Counsel; and
 - d. Whether an extension to file and answer was requested and granted.

B. Conflict of Interest under the Michigan Rules of Professional Conduct

1. Upon receipt of the Summons and Complaint, Outside Counsel should immediately review the pleadings and respective parties and make a determination as to whether a conflict of interest exists under MRPC 1.7, 1.8 or 1.9. If a conflict exists, Outside Counsel should immediately telephone the Corporation Counsel and advise him/her of the conflict. A formal letter should follow advising the Corporation Counsel of the nature of the conflict. Corporation Counsel will then make a determination if Outside Counsel will continue its handling of the matter. All requests for conflict waivers must be confirmed in writing.
2. If a conflict of interest does not exist, Outside Counsel must send an acknowledgment letter to Corporation Counsel within five days of receipt of the suit stating:
 - a. Acknowledgment of the assignment and receipt of the lawsuit papers, and that a conflict of interest under the Michigan Rules of Professional Conduct does not exist;
 - b. Outside Counsel's agreement to conduct the defense of Wayne County and/or individual defendant(s), in accordance with the terms of the Wayne County Litigation protocol.

C. Legal Malpractice Insurance

1. Outside Counsel shall also include with the acknowledgment letter a copy of the declaration sheet of the current legal malpractice policy covering Outside Counsel. Should coverage change during the period of time representation is provided a new declaration sheet must be provided.

D. Initial Pleadings

1. Within the time permitted by court rule, or as modified by agreement with plaintiff's attorney and/or consent of the court, Outside Counsel shall file their Answer and Affirmative Defenses, or other appropriate responsive pleadings. A copy must be sent to Corporation Counsel.
2. Where any party to the suit is an estate, Outside Counsel shall obtain a copy of the estate's Letter of Authority.

E. Litigation Action Plan and Litigation Budget Plain

1. Within 30 days of Outside Counsel accepting the assignment, a Litigation Action Plan and a Litigation Budget Plan must be submitted to Corporation Counsel. The details for each of these Plans are set forth on pages 4 to 8, *infra*.

F. Dispositive Motions

1. As soon as statutory defenses are identified by Outside Counsel, dispositive motions should be brought so that unnecessary legal costs are not incurred. All other dispositive motions should be brought as soon as sufficient discovery has been conducted to establish the factual basis for the motion, again in an effort to terminate a case at the earliest possible opportunity so that legal costs may be minimized.
2. Unless approved by Corporation Counsel, all dispositive motions should be brought before case evaluation so that the evaluation will be an accurate reflection of the panels' opinion and will allow Corporation Counsel to consider the award without having to factor in the possibility of a future dispositive motion.

G. Case Evaluation and Settlement Negotiations

1. Case evaluation represents a valuable opportunity to settle a case. Outside Counsel should review the case with the Corporation Counsel before case evaluation so Corporation Counsel is in a position to accept or reject the award.
2. Settlement negotiations should be conducted by the Outside Counsel only after consultation with and the approval of the Corporation Counsel. This rule does not prohibit the Outside Counsel from requesting opposing counsel's view of the value of a case or soliciting a demand for settlement, and in fact, this is encouraged. Outside Counsel must advise opposing counsel that all proposed settlements are contingent upon Wayne County Commission approval.

H. Trials

1. Cases are to proceed to trial only with the approval of Corporation Counsel.

I. Appeals

1. Corporation Counsel approval is required before any appeal may be taken. An evaluation of any proposed appeal with Corporation Counsel must occur within the statutory appeal period.
2. When the Outside Counsel is notified of the filing of an appeal by an adverse party, Corporation Counsel shall be notified immediately so that selection of appellate counsel may be timely made by Corporation Counsel.

J. Retention and Storage of Closed Files

1. Outside Counsel shall retain and properly store all Corporation Counsel files for a minimum period of three years following the closing of the file and/or the expiration of the final appeals procedure deadline.
2. Prior to the destruction of any portion of the litigation file, Outside Counsel shall notify and obtain the approval of Corporation Counsel.

K. Definitions

1. Wayne County: When used in this litigation protocol, Wayne County includes all departments, divisions, elected officials and individual employees of Wayne County.
2. Corporation Counsel: When used in this litigation protocol, Corporation Counsel may include the assigned Assistant Corporation Counsel, Principal Attorney, Chief Assistant Corporation Counsel or Deputy Corporation Counsel that is specifically assigned to monitor the case.
3. Outside Counsel: When used in this litigation protocol, Outside Counsel refers to those attorneys and staff identified in the Wayne County Legal Services Contract Request Form.

II. Litigation Action Plan

Within 30 days of the assignment, Outside Counsel must provide Corporation Counsel with an initial report outlining a litigation plan. The importance of a Litigation Action Plan cannot be over-emphasized.

1. The report and plan should contain the following:
 - a. A description of what has been done to date by Outside Counsel and copies of any responsive pleadings which have been prepared and filed.
 - b. Outside Counsel's evaluation of the case with respect to both liability and damages based upon current knowledge. This report should specifically comment on the County's liability, plaintiff's comparative negligence, special damages, general damages, other

possible culpable parties, the value of the case if appropriate and the content of any discussions with the opposing counsel.

- c. Outside Counsel's theory of the defense of the case and an outline of the necessary steps to be taken to further the defense including an overall plan and proposed timetable for proceeding with discovery to bring the litigation to a conclusions. This section of the report should explain specifically what depositions, motions, pleadings, legal research and other legal activities are necessary, expected or recommended.
 - d. Address any possibility of indemnity, contribution, or subrogation including the basis for the recovery, the amount involved and the steps which should be taken by either Outside Counsel or Corporation Counsel to preserve these remedies. This would include issues such as joinder of parties, filing of counter-claims/cross-claims, and third- party complaints.
2. After Corporation Counsel receives and reviews the plan, it will be discussed as necessary with Outside Counsel. Thereafter, any need for changes to the plan must be discussed with and approved by Corporation Counsel unless Outside Counsel deems that the changes are immediately required to protect Wayne County.
 3. In following the Litigation Action Plan, Corporation Counsel expects Outside Counsel to pro-actively pursue all legal avenues to reach disposition of the litigation as promptly as possible and not to merely react to opposing attorney's activity or inactivity or the court calendar.
 4. Corporation Counsel relies on the judgment of Outside Counsel in Outside Counsel's decision to take depositions, file pleadings and retain experts. It is expected though that before these actions are taken, the Corporation Counsel will be advised, either in the initial Litigation Action Plan or in subsequent status reports as their necessity becomes known. When in the opinion of the Outside Counsel an expert witness needs to be retained, an informational report regarding the expert, his background and qualifications and the testimony needed, must be submitted to Corporation Counsel **(Retention of Expert Witness Form attached as Attachment A)**

A. Reporting Obligations of Outside Counsel

As the case progresses, reports are expected every sixty days, or when there is any significant activity as discussed below. These status reports should include a summary and analysis of activity and pleadings filed. Status reports should always be completed for the following events:

- (1) Demands - All settlement demands made by plaintiff are to be reported immediately to Corporation Counsel.
- (2) Scheduling Order - A copy of the court's scheduling order is to be forwarded to Corporation Counsel as soon as it is received by the Outside Counsel. Outside Counsel shall promptly notify Corporation Counsel Staff of any adjournments and rescheduling of case evaluation and trial dates.
- (3) Depositions of parties and witnesses should be reported to Corporation Counsel in summary form within ten working days after being taken. Outside Counsel's impressions of deponents and the impact of their testimony on case should be discussed.

- (4) Case evaluation summaries must be provided to Corporation Counsel as soon as available. Corporation Counsel should always have the defense summary when it is prepared for filing, which should be by the filing deadline date established by the case evaluation clerk.
- (5) Results of case evaluation should be reported to Corporation Counsel immediately by e-mail followed by a written report within five days. The report should include the names of the mediators and the effect of the panel on the result. Corporation Counsel must be advised of the response of all parties within five days following notice to the Outside Counsel of those responses.
- (6) Expert's Deposition - The plaintiff and/or defendant expert's deposition should be reported to Corporation Counsel in summary form within 10 days of the conclusion of that deposition. Outside Counsel's impression of the expert and the impact of the testimony on the case should be discussed.
- (7) Dispositive Motions - A copy of all dispositive motions and briefs should be submitted for review and approval before filing.
- (8) Dispositive Motions- The court's decision along with any written opinion issued by the judge should be transmitted to Corporation Counsel within five days of receipt along with a narrative report evaluating the impact of the ruling.

B. Pre-Trial and Trial Reports

- (1) Pre-Trial Report - In advance of trial, preferably sixty days before the trial, a report should be prepared and the file should be reviewed in its totality, weighing the issues of liability, damages or possible jury award. This report should contain the following information:
 - a. A copy of the pretrial order, if required by the court, together with any other related dates set by the court;
 - b. Case evaluation information;
 - c. The report shall identify the court and the judge to whom the case is assigned and what impact it may have on the outcome of the case;
 - d. The plaintiff's attorney should be identified and, any impact on the jury selection or potential jury award;
 - e. The report should address and analyze the allegations which will reach the jury either from the original or amended complaints, as well as, commenting on counts which have been dismissed;
 - f. The analysis must address the legal principles associated with the allegation and those defenses that have been established during the course of discovery in defense of those allegations, the evidence the plaintiff does (or does not) have, or the evidence the defendants do (or do not) have in response to those allegations. This should also include reference to any applicable Court of Appeals and/or Supreme Court cases;

- g. The report should address the various demands of the plaintiff and the history of any offers;
 - h. The report should summarize the plaintiffs damages discussing any unusual, aggravating or mitigating factors and estimate the value of plaintiff's damages if Wayne County is 100% liable.
 - i. The report should contain an estimate of plaintiff's chances of proving liability using a scale of 1 to 10 with 1 being a no cause and 10 being a clear case of liability.
 - j. Potential Jury Verdict Range - The report should contain your estimate of the potential range of jury verdicts.
 - k. The report should contain Outside Counsel's evaluation and recommendation regarding legal position and possible resolution.
- (2) Trial Reports - Outside Counsel should provide Corporation Counsel periodic verbal status reports, preferably at midday break and days end, as the trial progresses covering jury selection, witness testimony and case development.
- (3) Post Trial Report - A detailed trial report should be submitted to Corporation Counsel no later than five working days after conclusion of the trial. The trial report should include a summary of all testifying witnesses, discussions of all noteworthy objections as they may or may not relate for appeal purposes, all motions filed during the course of the trial (mistrial, directed verdict, etc.) evaluation of the jury, any unusual activities or events during the course of the trial, and the verdict and any calculated interest, case evaluation sanctions, fees, etc., that may apply.

III. Litigation Budget Plan

1. The Litigation Budget Plan has three basic purposes:
 - a. It calls attention to and clarifies the cost/benefit analyses that must be done from initial evaluation of an incoming lawsuit through trial. Outside Counsel costs must be factored into decisions on settlement value, timing of offers, and overall defense strategy.
 - b. It tracks the accuracy of cost projections through the course of litigation and will provide valuable information on assessing the Outside Counsel's performance.
 - c. It sets tentative limits beyond which settlement and expeditious defense become imperative.
2. Corporation Counsel requires that a Litigation Budget Plan accompany the Litigation Action Plan. The level of detail in the budget will depend on the size and complexity of the case, but the budget should have sufficient detail (timing, work to be done, expected results, probable expenses) to measure progress in the case against forecasts and to allow for corrections and adjustments. **(Litigation Budget Plan form attached as Attachment B)**

3. The Litigation Budget Plan is not necessarily a cap on legal fees and expenses. It is intended only as an estimate and is subject to adjustments as developments in the case warrant. Each phase of the case should be budgeted separately, but the budget will always represent the total legal cost of the case. Any adjustments to the budget will require the prior approval of Corporation Counsel.

IV. CORPORATION COUNSEL LEGAL BILLING STANDARDS

Corporation Counsel expects Outside Counsel to prepare all legal billings in accordance with and in conformity to the guidelines, rules and opinions relating to billing as contained in the Code of Professional Responsibility of the Michigan Bar Association and the Rules of Professional Conduct of the American Bar Association.

1. Billing Format

Law firm billing shall contain the following information and any other information requested by Corporation Counsel for each case or time the County is charged for service:

- A. Wayne County Department served;
- B. Case name;
- C. Corporation Counsel Prolaw SE number;
- D. Date of service;
- E. Name of the specific attorney providing the service and his or her hourly billing rate;
- F. Specific description of services performed; and
- G. Time charged in tenth of an hour increments.

2. Legal Fees

- A. The County will compensate the retained law firm for services provided at the maximum rates set out in the LEGAL SERVICES CONTRACT.
- B. The following practices will not be accepted in statements/invoices presented to the Corporation Counsel;
 1. Vague descriptions of services performed;
 2. Bulk billing;

3. Rounding off hours;
 4. Value billing;
 5. Standard time charges;
 6. Unit billing;
 7. Unnecessary work;
 8. Duplicate billing;
 9. Any enhancements to expenses by the law firm such as service fees, surcharges, administrative charges, handling fees or "cost plus" add ons.
- C. Corporation Counsel disputes the benefits of using a "team" of lawyers on a specific case. Corporation Counsel believes the most effective use of legal counsel occurs when the "responsible" attorney personally handles key events in the lawsuits development. To this end, only attorneys named in the legal services contract may bill for time spent on the case. This increases effectiveness and reduces redundancy. Other areas of redundancy will not be accepted. These are:
1. Billing for interoffice conferences;
 2. Billing for training of new attorneys;
 3. Billing for file reviews that do not advance the cause;
 4. Billing for administrative matters, such as:
 - a. File creation and data entry
 - b. Preparation or review of billing by attorney
 - c. Supervisory attorneys file review
 - d. Secretarial work

3. Acceptable Costs and Expenses

Corporation Counsel shall reimburse the retained law firm for "out of pocket" expenses paid by the law firm on behalf of the County for the following:

- A. Court costs and expenses;
- B. Copying costs at the rate normally charged by the law firm to its clients but not to exceed \$.20 per page for documents provided to the court, other defendants, and plaintiffs, provided that office copying for correspondence, research and similar legal communications sent to the Corporation Counsel shall not be reimbursable;

- C. Out of state travel expenses when authorized in advance by Corporation Counsel;
- D. Fees and expenses for expert witnesses, investigators, and other related services, when authorized in advance by Corporation Counsel;
- E. Other expenses, when authorized in advance by Corporation Counsel; and
- F. Bills, statements, cancelled checks and other documentation supporting expenses paid by the law firm shall be retained by the firm for a minimum period of three years and be available for review by the County if requested.
- G. Certain charges will only be allowed when prior approval has been obtained from Corporation Counsel, such as:
 - 1. Out of state travel
 - 2. Expert witnesses
 - 3. Investigations
- H. Other expenses may be acceptable if incurred at the specific request of Corporation Counsel, such as:
 - 1. Overnight or priority mail
 - 2. Fax costs
 - 3. Delivery costs
- I. Research costs should be minimized by sharing results of research previously conducted. To that end, Corporation Counsel encourages the use of brief banks and requests that copies of all substantive research be forwarded to Corporation Counsel upon completion. Major research projects require prior review with Corporation Counsel.
- J. The cost of computerized research, including Westlaw, Lexis-Nexus, or BNA are considered by Corporation Counsel to be costs inherent in the firms overhead, and as such, should not be charged to Wayne County absent a specific request and approval by Corporation Counsel.
- K. All other expenses require prior approval of Corporation Counsel.

Attachment A

RETENTION OF EXPERT WITNESS

Case Name:

Prolaw SE number: (Supplied by Corporation Counsel)

Facts of case:

Reason Expert needed:

Attach Copy of Expert CV and

Fee Schedule

Estimated Time Expenditure:

Attachment B
(Page 1 of 2)

LITIGATION BUDGET

Case Name:

ProlawSE Number:

(ATTACH DETAILED EXPLANATION FOR EACH EXPENSE)

I. Discovery Phase (depositions, interrogatories, research, motions, travel expenses)

Legal expenses to date: _____

Projected cost: _____

II Case Evaluation Phase (preparation, travel, presentation)

Legal expenses to date: _____

Projected cost: _____

III Experts (including deposition and trial costs)

Legal expenses to date: _____

Projected costs: _____

IV Trial Preparation

Legal expenses to date: _____

Projected costs: _____

Attachment B
(Page 2 of 2)

V Trial

Legal expenses to date: _____

Projected costs: _____

VI TOTALS

Legal expenses to date: _____

Projected costs: _____

R'vd 11-20-07

SECTION 5 - CONSIDERATION OF RECENT QUALIFICATIONS SUBMISSION FORM

If a Qualifications Submission has been provided to Wayne County since September 1, 2007 as a result of the County's recent RFQ announcement, a complete new submission does not have to be made in response to this RFQ. Instead, you may submit this Form and attach any additional information or forms that are requested herein, but which were not included in the recent submission package.

Please accept the qualifications submission that I have confirmed was provided to Wayne County on or about _____ (date) as a submission in response to this RFQ.

The signatory of the prior submission must sign below:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Federal Tax ID #

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

Email: _____

SECTION 6 - REQUIRED FORMS

- (1) Response Form
- (2) Business Information Questionnaire Form,
- (3) Areas of Expertise Form
- (4) Living Wage Ordinance,
- (5) Slavery Era Disclosure Form,
- (6) Fair Employment Practices (FEP) Form or a current FEP certificate,
- (7) Subcontractor Form,
- (8) Ethics in Contracting Vendor Form,

RESPONSE FORM

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

TO: WAYNE COUNTY:

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Qualifications.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Respondents, Offer and Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out 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 goods and/or services to the County, for the term as stated herein, and to enter into a Contract with the County, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Response Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Respondent will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

NONCOLLUSION:

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

PERFORMANCE GUARANTEE:

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. irrevocable letter of credit or cash deposit).

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 Response 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:

_____	For clarification of this offer, contact:
Company Name	Name: _____
_____	Phone: _____
Address	Fax: _____
_____	Email: _____
City State Zip	

Signature of Person Authorized to Sign	

Printed Name	

Title	

Federal Tax ID	

Acknowledged before me by _____ (name) as _____ (title)
of _____ (company) this ____ (day) of _____, 200__.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

BUSINESS INFORMATION QUESTIONNAIRE

Failure to complete this form may result in your Response being deemed non-responsive and rejected without 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 ()

Individual ()

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

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

LIST OF CORPORATE DIRECTORS

Principal Business Affiliation

Name	Other Than Respondent Directorship
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ADDITIONAL INFORMATION REQUIRED BY THE COUNTY

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 Wayne County, or with any of its Commissioners 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

(Title)

By _____
(Signature) Date

(Title)

AREAS OF EXPERTISE FORM

Please indicate which area of law your firm has at least 5 years of experience.

Check all that apply:

- | | |
|---|---|
| ☐ Administrative Law | ☐ Foreclosure and Forfeiture |
| ☐ Bankruptcy | ☐ Health Care |
| ☐ Business Development | ☐ Intellectual Property |
| ☐ Condemnation | ☐ Labor and Employment |
| ☐ Construction | ☐ Litigation |
| ☐ Contracts | ☐ Municipal |
| ☐ Development | ☐ Real Estate |
| ☐ Environmental | ☐ Tax |
| ☐ Finance and Bonds | ☐ Workers Compensation |
| ☐ Other _____ | |

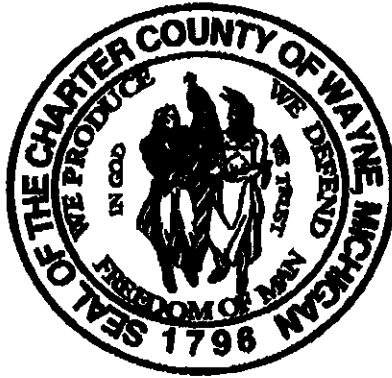
ADDITIONAL REQUIRED FORMS

Failure to complete these forms may result in your Response being deemed non-responsive and rejected without further evaluation.

See the attached packet that includes the following Additional Required Forms:

- Ethics in Contracting Vendor Form
- Fair Employment Practices (FEP) Form or a current FEP certificate
- Living Wage Ordinance
- Slavery Era Disclosure Form
- Subcontractor Form

21-Page Form Packet is attached



ATTENTION *** ATTENTION***** ATTENTION**

**FAILURE TO COMPLETE AND SUBMIT THE
FOLLOWING FORMS WITH YOUR COMPLETED
BID PACKAGE MAY RESULT IN YOUR BID BEING
DEEMED NON-RESPONSIVE**

FORMS INCLUDE:

- **LIVING WAGE ORDINANCE**
- **SLAVERY ERA DISCLOSURE ORDINANCE**
- **FEP FORMS**
- **SUBCONTRACTOR FORMS**
- **ETHICS IN CONTRACTING FORMS**

Wayne County Human Relations Division Living Wage Ordinance Compliance Form

This form MUST be completed by all Prime Contractors receiving a service contract of more than \$50,000 from Wayne County.

Company Name

PC3/Contract #

Pursuant to the Living Wage Ordinance, all contractors or grantees, for service contracts that exceed \$50,000, are required to pay its work force a living wage and shall maintain this rate of pay for the duration of the contract or grant period.

Living Wage shall mean an hourly wage rate, which on an annual basis (based on 40 hours per week, 50 weeks per year) is equivalent to either of the following:

- a. 125 percent of the federal poverty level or
- b. 100 percent of the federal poverty level, if health care benefits are provided to the employee.
- c. One hundred twenty-five percent (125%) of this figure is
\$25,000. = \$12.50/hr.
- d. One hundred percent (100%) of this figure is \$20,000. w/health benefits=
\$10.00 /hr.

As a contractor with Wayne County I agree to comply with the Living Wage Ordinance, by providing a living wage to all employees pertaining to this contract and I will post the Living Wage Guidelines notice for all employee information. I have full knowledge of the following conditions:

- A Vendor who violates this Ordinance shall pay to each employee affected the amount of the deficiency for each day the violation continues.
- Willful or repeated violation of this Ordinance shall entitle the County to terminate the contract.

I declare that all of the information contained in this form is complete and accurate to the best of my knowledge.

Print Name _____ Title _____

Signature _____ Date _____

2006 Human Relations Living Wage Guidelines

Wayne County's Division of Human Relations under the authority granted by Section 120-69 (c) of the Living Wage Ordinance, offers this guideline in an effort to assist vendors with compliance with Ordinance No.2004-588. The following calculations are based on the 2006 U.S Department of Health and Human Services Poverty Guidelines.

Pursuant to the Living Wage Ordinance, all contractors or grantees, for services contracts that exceed \$50,000, are required to pay its work force a living wage and shall maintain this rate of pay for the duration of the contract or grant period.

Ord No. 2004-588 sec 120-69(a) states:

Living Wage shall mean an hourly wage rate, which on an annual basis (based on 40 hours per week, 50 weeks per year) is equivalent to either of the following:

- a. 125 percent of the federal poverty level or
- b. 100 percent of the federal poverty level, if health care benefits are provided to the employee.

Health Care benefits shall mean comprehensive medical coverage fully paid for by the contractor or grantee, whether provided on an insured or self-funded basis. Health care benefits may include membership in a Health Maintenance Organization (HMO) or similar entity, if the membership or subscription fee is fully paid for by the contractor or grantee. Health care benefits means medical coverage for the employee and the employee's dependents if the employee is married or otherwise legally responsible for the care of a dependent.

The "2006" "Poverty Guidelines " for a family of four (4) is \$20,000.00.

One hundred twenty-five percent (125%) of this figure is \$25,000.00 = \$12.50 /hr

One hundred percent (100%) of this figure is \$20,000.00 *w/health benefits*= \$10.00 /hr

Per the Ordinance, a forty-hour week for fifty weeks a year is equivalent to 2,000 hours per year. Using 2,000 hours as the work year an hourly figure is derived by dividing the annual figure by 2,000 hours.

***IF YOU ARE AWARE OF A VIOLATION OF THIS ORDINANCE PLEASE
CONTACT WAYNE COUNTY'S HUMAN RELATIONS DIVISION (313) 224-5021.***

Wayne County Slavery Era Disclosure Ordinance Requirements

Prospective Contractor:

Pursuant to the requirements of Section 120-194 of the Wayne County Procurement Ordinance, any firm or business which is proposed to receive a contract valued at more than \$20,000 shall file this disclosure affidavit. The County's procurement ordinance also requires that any firm or business which was organized before January 1, 1866 or for which a predecessor was organized before January 1, 1866, is required to conduct a thorough search of its archives and records to determine whether it or any predecessor business "may have invested in, or supported or profited in some manner from the institution of slavery."

As part of the affidavit, a business is required to include a copy of any record(s) from the business or any predecessor that would evidence any and all insurance policies issued for the protection of property interests in slaves, the names and ages of those slaves, and all loans or investments made to persons or in and to businesses which made use of slaves.

The failure by a firm or business to file this disclosure statement may be grounds for non-award of a County contract. In addition, filing a false statement or failing to file a full disclosure may be considered a substantial breach of contract, thereby constituting reasonable grounds for the County to cancel the existing contract, to institute liquidated damages, and/or to pursue debarment under the procurement ordinance.

Attached to this letter, please find a copy of the Slavery Era Disclosure Affidavit for your review and completion. This affidavit is required in order for Wayne County to process your proposed contract. If your proposed contract is for at least \$20,000.00, the contract cannot be awarded without your business completing this form and returning it directly to the Division of Human Relations or as an attachment with your solicitation response.

If there are any additional questions you may have regarding the above request, please feel free to contact Human Relations Division at (313) 224-5021 or Purchasing Division at (313) 224-5151.

Sincerely,

Purchasing Division

Human Relations Division

Wayne County Slavery Era Disclosure Affidavit

1) Name of Business: _____

2) Address of Business: _____

City _____ State _____ Zip _____

3) Was your business formed prior to January 1, 1866? ☐ Yes ☐ No If yes, indicate year _____

4) Do you have any Predecessor Firm or Business that existed prior to January 1, 1866? _____

If so, please list these firms/businesses and their dates of formation
(use additional sheets as necessary):

5) Please read the following statement and have an authorized agent of your firm/ business sign one of the following three lines:

The firm / business has searched its records and those of any predecessor for information relating to participation or investment in, or profits derived from slavery or slaveholder insurance policies during the slavery era. Based on that diligent research, the company represents that:

_____ Neither the Company nor any predecessor(s) existed prior to January 1, 1866.

_____ The Company found no records that it or any predecessor(s) had any participation or investment in, or derived profits from slavery or slaveholder insurance policies during the slavery era.

_____ The Company found records that the Company or its predecessor(s) did participate in or invested in slavery and/or derived profits from slavery or slaveholder insurance policies. The nature of this participation, investment, or insurance policy is disclosed on the attached documents including the names and ages of slaves, slaveholders, and all loans or investments made.

6) I declare that the representations made herein are accurate to the best of my knowledge and are based upon a diligent search of records. All documentation attached to this affidavit reflects full disclosure of all records known and identified that are required to be disclosed by Wayne County. I further acknowledge that any failure to conduct a diligent search or to make a full and complete disclosure may result in cancellation of my contract by the County of Wayne, the institution of liquidated damages by the County and possibly debarment.

Authorized Agent (print)

Title

Authorized Agent Signature

Date

Attention

If you have a Current Certificate of FEP
Compliance

STOP, DO NOT complete this application.
Submit a copy of your FEP Certificate with your
response/bid.

If you **DO NOT** have a current Certificate of
FEP compliance, please complete this
application. You **Must** submit a completed copy
of the FEP application with your response/bid
packet to Purchasing.



Robert A. Ficano
County Executive

Potential Contractors and Subcontractors

The Wayne County Procurement Ordinance requires that all County contractors and subcontractors who participate in contract awards of more than \$50,000 (supply/service) and more than \$100,000 (construction) establish compliance with its Equal Employment Opportunity provisions.

Enclosed is the Fair Employment Practices (FEP) Application, which includes sections 1 through 5. All applicants must complete Sections 1 through 4 (a federal EEO-1 report may be substituted for section 2). Section 5 is applicable only to those participating on contracts funded by the federal government. After completing Section 5, keep the list of 16 Good Faith Efforts for your records.

Please note: If additional information/documentation is needed, you will be notified via certified mail and given a 10-business day time period in which to return the information. Failure to submit the requested information in the allotted time will result in denial of the application as of the date specified on the notice, you will not receive any other correspondence.

Upon our approval, you will be issued a Certificate of FEP Compliance which will make you eligible to bid on County contracts for one or three years from the date of issuance. Be sure to renew your FEP compliance status 60 days prior to the expiration date on the certificate. You can download the FEP application from our website, www.epurchasing.waynecounty.com or you can contact our office at (313) 224-5021.

Whether you bid directly with the County or with a contractor (i.e. you are a subcontractor) a copy of the Certificate of FEP Compliance MUST be included with all bids as evidence of your compliance. ****Please keep a copy of your FEP certificate readily available for submission with each bid. Additional copies will not be provided****

Rev. 03/07

Human Relations Division, 600 Randolph, 5th floor, Detroit, MI 48226, (313) 224-5021, Fax (313) 224-5932

WAYNE COUNTY HUMAN RELATIONS DIVISION

FEP FACT SHEET

- Fair Employment Practice Review (FEP)
- Required of prime contractors when a contract is more than \$50,000 (supply/service) or more than \$100,000 (construction).
- Required of all subcontractors regardless of the dollar amount at which the subcontractor participates.
- Process:
 1. Complete fully and return the application.
 2. Depending on the results of our review, one of the following will occur:
 - a) Application Approved. "Certificate of FEP Compliance" mailed.
 - b) Applicant placed in non-compliance status and refused future bid consideration if applicant fails or refuses to respond adequately to requirements and in a timely fashion.
 3. Upon approval certification is valid for one or three years. Firm must submit a new application 60 days prior to expiration to maintain uninterrupted compliance.
 4. **Subcontractor Designation Form** - Complete the Subcontractor Designation form if the Purchasing Division has notified you that you are the intended awardee of a County contract. The Wayne County Human Relations subcontractor designation form can be accessed in the bid packet or downloaded from www.epurchasing.waynecounty.com. You can also contact our office at (313) 224-5021 to obtain the form.
 5. **Form Sets Involved:**

Form(s)	Disposition
FEP Application Packet	
Section 1 – General Information	Complete and return
Section 2 – Employee Statistics Report	Complete and return
Section 3 – Hires / Terminations / Promotions	Complete and return
Section 4 – Commitment to exercise Fair Employment Practices	Complete and return
Section 5 – Good Faith Efforts List	Keep, implement, document actions taken
GFE Checklist & Acknowledgement	Evaluate, check appropriate boxes, sign and return
(Section 5 – Federal Contracts Only)	
Subcontractor Designation Form	Can be accessed at www.epurchasing.waynecounty.com or by calling (313) 224-5021.

When Bidding on a contract:

1. In addition to the other locations for application forms, the prime contractor will have forms available as part of the procurement proposal or specification package obtained from the County.
2. The responsibility to insure that all appropriate subcontractors have FEP approvals rests with the prime.
3. Subcontractors should send copies of their "Certificate of FEP Compliance" to prime contractors as evidence of compliance. The primes must submit copies of their subcontractors' certificates when submitting their bids.

CONFIDENTIAL
WAYNE COUNTY HUMAN RELATIONS DIVISION
FAIR EMPLOYMENT PRACTICES APPLICATION

SECTION 1:
GENERAL INFORMATION

THIS REQUEST IS FOR:				☐ FIRST FEP COMPLIANCE		☐ FEP COMPLIANCE RENEWAL	
Firm Name:				Fed Tax ID or SSN:			
Street Address (Actual Street):							
City:		County:		State:		Zip Code:	
Mailing Address (if different than above):							
Telephone: ()				Fax no: ()			
Authorized Contact:		Contact's Title		Authorized Contact Telephone: ()			
Email address:				Website address:			
List your firm's NAICS Codes here: Visit: www.naics.com for codes		1)	2)	3)			
List your firm's NIGP Codes here: Visit the vendor registration section of www.sourcingsa.waynecounty.com for codes		1)	2)	3)			
Describe the products and services your firm is qualified to provide to Wayne County:							
For Recordkeeping Purposes Only – Please Check if applicable							
Minority ownership (at least 51%): ☐ Black ☐ Hispanic ☐ Asian ☐ Native American							
Female ownership (at least 51%): ☐ Yes ☐ No							

List ALL firms that apply separately for Wayne County FEP Compliance under this Tax ID Number:		
Name of firm	City	State
Wayne County Human Relations Use Only:		
PC3 #:	Award Date:	Amt:\$

SECTION 2: CURRENT EMPLOYEE STATISTICS INFORMATION

SEE NEXT PAGE FOR JOB CATEGORY DESCRIPTIONS

INSTRUCTIONS: LIST ALL CURRENT EMPLOYEES OF THE FIRM IN THE APPROPRIATE JOB CATEGORY
FEDERAL EEO-1 REPORTS - MAY BE SUBMITTED IN LIEU OF SECTION 2 ONLY.

(Please note: Caucasian females are to be counted in the female category only. They are not to be counted as minorities. Minority females are to be counted in both the minority AND female categories)

Company Name _____ Date _____

JOB CATEGORIES	WHITE		BLACK		HISPANIC		ASIAN		NATIVE AMER.		TOTALS	Minorities	Female
	M	F	M	F	M	F	M	F	M	F			
Male/Female													
Officials/ Administrators													
Professionals													
Technicians													
Sales													
Clerical													
Skilled Trade (Specify)													
Apprentices (Specify)													
Operatives													
Laborers													
Service Wrks.													
TOTALS													
Percent													

DESCRIPTION OF JOB CATEGORIES

A=OFFICIALS AND ADMINISTRATORS

Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, superintendents, foremen who are members of management, and kindred workers.

P=PROFESSIONAL

Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, designers, dietitians, editors, engineers, lawyers, librarians, registered professional nurses, personnel and labor relations workers, physicians, social scientists, teacher, purchasing agents and buyers, physical and natural scientists, professional photographers, and kindred workers.

T=TECHNICIANS

Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about two (2) years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers and operators, draftsmen, licenses, practical or vocational nurses, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences), movie projectionist, radio operators and kindred workers.

S=SALES

- A. Commissioned sales persons
- B. Over-the counter and telephone salespersons.

C=OFFICE AND CLERICAL

Includes all clerical-type work, regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bill and accounts), messengers, office machine operators, shipping and receiving clerk, stenographers, typists and secretaries, telephone operators and kindred workers.

SC=SKILLED CRAFTS

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the process involved in their work, exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, engravers, job setters (metal), pattern and model makers, tailors, gardeners, weavers, welders, dressmakers, stationary, engineers, and kindred workers.

O=OPERATIVES (SEMI-SKILLED)

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: blasters, chauffeurs, deliverymen and route men, dryers, furnace men, heaters (metal), laundry and dry cleaning operatives, milliners, mine operatives and laborers, motormen others and greasers (except auto), painters (except construction and maintenance), truck and tractor drivers, and kindred workers.

L=LABORERS (UNSKILLED)

Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and required the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, grounds keepers, longshoremen and stevedores, lumbermen, raftmen and wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

SW=SERVICE WORKERS

- A. Police and fire, barbers, etc.
- B. Cooks, waiters, waitresses, and kindred workers.
- C. Attendants (hospital, parking, etc.), elevator operators, guards, stewards, janitors, porters and kindred workers.

ETHNIC GROUPS

White-Caucasian

Black-Persons of African Ancestry

Hispanics-Persons of Spanish or Portuguese culture with origins in Mexico, South or Central America, Cuba, Puerto Rico, or the Caribbean Islands.

Asian-Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands.

Native American-Persons having origins in any of the original peoples of North America or Alaskan Native

SECTION 3:

HIRES / TERMINATIONS / PROMOTIONS REPORT

HIRES

Total # of company hires within the last 12 months: _____	Total # of MINORITY hires within the last 12 months _____	Total # of FEMALE hires within the last 12 months _____
---	---	---

TERMINATIONS

Total # of company terminations within the last 12 months: _____	Total # of MINORITY terminations within the last 12 months _____	Total # of FEMALE terminations within the last 12 months: _____
--	--	---

PROMOTIONS

Total # of company promotions within the last 12 months: _____	Total # of MINORITY promotions within the last 12 months: _____	Total # of FEMALE promotions within the last 12 months: _____
--	---	---

SECTION 4:

COMMITMENT TO EXERCISE FAIR EMPLOYMENT PRACTICES

(Name of Firm) _____ agrees not to discriminate against any employee or applicant for employment, training, education or apprenticeship connected directly or indirectly with the performance of a Wayne County contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges or employment because of religion, race, color, national origin, age, sex, height, weight, familial status, marital status, creed, or handicap.

On behalf of the firm (print name) _____ Title _____

Signature _____ Date: _____

SECTION 5:

GOOD FAITH COMMITMENT CONFIRMATION OF ACKNOWLEDGEMENT

****THIS SECTION APPLIES TO FEDERAL CONTRACT AWARD RECIPIENTS ONLY****

Review the following 16 steps relating to affirmative action and Federal Contracting. After review, please sign the Confirmation of Acknowledgement at the end of this section.

Listed below are the sixteen essential affirmative action steps recommended by the Office of Federal Contract Compliance and the Human Relations Division. These efforts must be documented. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. For construction projects, the Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of organization's responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

****Keep This List for Your Records****

4. Provide immediate written notification to the Director Of Human Relations or The Office of Federal Contract Compliance, for federal projects, when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. For construction projects, develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under number two above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as supervisors, foremen, etc., prior to the initiation of construction work at any site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

****Keep This List for Your Records****

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractors work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. For construction contractors, document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

WAYNE COUNTY HUMAN RELATIONS DIVISION
Wayne County Building
600 Randolph, 5th Floor
Detroit, MI 48226
Phone: (313) 224-5021/22 Fax: (313) 224-6932

****Keep This List for Your Records****

Good Faith Commitment
Confirmation of Acknowledgement
****This Form Applies to Federal Contract Award Recipients Only****

Dear Applicant,

If you are a recipient of a Wayne County contract that requires a good faith/affirmative action commitment as a condition of receiving the federal portion of the contract, this form applies to you.

Please review carefully the list of 16 good faith efforts/affirmative action steps. Please check each box corresponding with each effort indicating that you have reviewed each effort you are expected to adhere to. Sign below indicating that the firm will, where possible, adhere to, implement and keep documentation on all 16 good faith efforts.

Check after Review

I will adhere to and keep documentation on good faith effort	#1	☐
I will adhere to and keep documentation on good faith effort	#2	☐
I will adhere to and keep documentation on good faith effort	#3	☐
I will adhere to and keep documentation on good faith effort	#4	☐
I will adhere to and keep documentation on good faith effort	#5	☐
I will adhere to and keep documentation on good faith effort	#6	☐
I will adhere to and keep documentation on good faith effort	#7	☐
I will adhere to and keep documentation on good faith effort	#8	☐
I will adhere to and keep documentation on good faith effort	#9	☐
I will adhere to and keep documentation on good faith effort	#10	☐
I will adhere to and keep documentation on good faith effort	#11	☐
I will adhere to and keep documentation on good faith effort	#12	☐
I will adhere to and keep documentation on good faith effort	#13	☐
I will adhere to and keep documentation on good faith effort	#14	☐
I will adhere to and keep documentation on good faith effort	#15	☐
I will adhere to and keep documentation on good faith effort	#16	☐

For the Company:

I acknowledge that I have reviewed and understand the 16 good faith efforts/affirmative action steps provided by Wayne County Human Relations. We (the company) will keep all documentation relating to these efforts and will make them available upon request by the Wayne County Human Relations Division.

Name of Company _____

Print Name _____ Title _____

Signature _____ Date _____

WAYNE COUNTY HUMAN RELATIONS DIVISION
FIRST TIER SUBCONTRACTOR DESIGNATION FORM
To be completed by Prime Contractors for "First Tier" Subcontractors Only

This form Must be completed by all prime contractors receiving a contract of more than \$50,000 (supply/service) or more than \$100,000 (construction) from Wayne County regardless of the dollar amount at which the subcontractor participates. The prime contractor is responsible for ensuring that all first tier subcontractors obtain FEP Certification/Compliance.

****THIS PAGE MUST BE COMPLETED EVEN IF NO SUBCONTRACTORS WILL BE USED****

1. CONTRACT NUMBER: _____ (number on bid announcement)

2. CHECK ONE:

This is a: ☐ **SUPPLIES/SERVICES contract (over \$50,000? ☐ YES ☐ NO)**
OR
☐ **CONSTRUCTION contract (over \$100,000? ☐ YES ☐ NO)**

3. WILL SUBCONTRACTORS BE USED FOR THIS CONTRACT? (Check One)

☐ **YES** ☐ **NO**

(This page must be completed even if no subcontractors will be used)

Prime Company Name:		Fed Tax ID:	
Address:			
City:	County:	State:	Zip:
Phone: ()		Fax: ()	
Authorized Contact Person:		Email:	

I Declare that all of the information contained in this form is complete and accurate to the best of my knowledge.

Print Name _____ Title _____

Signature _____ Date _____

If you answered "YES" to subcontractors, complete the next page.

SUBCONTRACTOR LIST

(MAKE ADDITIONAL COPIES OF THIS PAGE TO LIST ADDITIONAL SUBCONTRACTORS)

Prime Contractor Name _____

Contract # _____

Subcontractor # _____

Company Name			Fed Tax ID:	
Address				
City:	County:	State	Zip	
Authorized contact:	Phone: ()	Fax ()		
Subcontract Amount: \$		% of Contract		
Work to be performed:				

Subcontractor # _____

Company Name			Fed Tax ID:	
Address				
City:	County:	State	Zip	
Authorized contact:	Phone: ()	Fax: ()		
Subcontract Amount: \$		% of Contract		
Work to be performed:				

Subcontractor # _____

Company Name			Fed Tax ID:	
Address				
City:	County:	State	Zip	
Authorized contact:	Phone: ()	Fax: ()		
Subcontract Amount: \$		% of Contract		
Work to be performed:				

Subcontractor # _____

Company Name			Fed Tax ID:	
Address				
City:	County:	State	Zip	
Authorized contact:	Phone: ()	Fax: ()		
Subcontract Amount: \$		% of Contract		
Work to be performed:				

ETHICS IN CONTRACTING VENDOR FORM

(DISCLOSURE OF RELATIONSHIPS WITH COUNTY CONTRACT MANAGERS BY

OWNERS AND OFFICERS OF BUSINESS SUBMITTING BID)

- This form must be completed and returned by a person holding a key position in the business, such as, an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid or response or in performing the contract if the County awards it to your business.
- Please fill out this form to the best of your knowledge and belief.
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Division at (313) 224-5151.
- You are not required to question family members beyond what you already know of their affairs.
- See last page for definition of terms in bold print.
- Submit this form with your bid/proposal. A copy will be kept on file by the County Clerk and the Purchasing Director.
- If you fail to fully disclose the required information below, the County may terminate your contract if your business is awarded one.

1. Are you an immediate family member of a County employee?

_____ YES

Name: _____ Relationship: _____

Department: _____ Title: _____

_____ NO

2. Without any further inquiry, are you aware if your business has employed an immediate family member of a County employee within the previous twelve (12) months?

_____ YES

Name: _____

Department: _____ Title: _____

_____ NO

3. Without any further inquiry, are you aware if your business has discussed hiring an immediate family member of a contract manager within the past twelve (12) months?

_____ YES

Name of Contract Manager: _____

Department: _____ Title: _____

_____ NO

4. Do you and a contract manager each have a substantial financial interest in one or more of the same business ventures?

_____ YES

Name of Contract Manager: _____

Department: _____ Title: _____

_____ NO

CERTIFICATION

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name (Please Print): _____

Signature: _____ Date: _____

Company Name: _____

Company Tax ID #: _____

DEFINITIONS

Contract Manager

An elected or appointed Wayne County official identified as having significant discretion over County contracts.

Immediate Family

Your spouse, children, parents, brothers and sisters.

Substantial Financial Interest

- Ownership of any interest or involvement in any relationship, which results in the receipt of \$500 or more per year. Exceptions: Market-rate from a financial institution; income from the ownership of less than \$10,000 of stocks and bonds traded on the national stock exchanges.
- Holding a key position in a business such as officer, director, trustee, partner or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.