

CONTRACT FOR FEDERAL LOBBYING SERVICES

Between

WAYNE COUNTY

and

CLARK HILL PLC

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APPENDIX A RFP for Federal Lobbying

APPENDIX B Contractor's Response to RFP

THIS CONTRACT is between the County of Wayne, Michigan, a body corporate and Charter county, acting through its Chief Executive Officer (the "County") and Clark Hill PLC, a Michigan Professional Limited Liability Company (the "Contractor").

1. PURPOSE

1.01 The County desires to engage Contractor to provide federal lobbying services.

1.02 The Contractor is experienced and able to perform federal lobbying services and desires to provide these services to the County.

2. ENGAGEMENT OF CONTRACTOR

2.01 The County engages the Contractor and the Contractor agrees to faithfully and diligently perform federal lobbying services according to the terms and conditions of this Contract, the County's Request For Proposals For Federal Lobbying, No. 37-15-090 (Appendix A), and Contractor's response to the Request For Proposals (Appendix B), consistent with the standard of practice in the community. If there is any conflict or inconsistency or contradiction among terms of the documents, the order of precedence is: this Contract, the County's Request for Proposals, and Contractor's response to the Request For Proposals.

3. SCOPE OF SERVICE

3.01 The Contractor must perform the services as provided in this Contract and its appendices (A and B) in a satisfactory manner, as determined within the discretion of the County. The Contractor warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is qualified to perform the Services in this Contract.

3.02 If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the County governs.

3.03 The services include all conferences and consultation deemed necessary by the County to properly and fully perform the services.

3.04 All services are subject to review and approval of the County for completeness and fulfillment of the requirements of this Contract. Neither the County's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Contract, and the Contractor shall be and remain liable in accordance with the applicable law for all damages to the County caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.

3.05 The Contractor shall comply with section 120-50 of the Wayne County Procurement Ordinance. As required by section 120-50, the Contractor shall not commence performance under this Contract or accept payment for services provided under this Contract until:

- A. If this is a contract that requires approval of the Wayne County Commission, this Contract is approved by the Wayne County Board of Commissioners and executed by the Chief Executive Officer; or
- B. If this is a contract that does not require approval of the Wayne County Commission, this Contract is executed by the Chief Executive Officer or a purchase order is issued.

The Contractor shall not rely on representations of any person who purports to authorize performance or payment contrary to section 120-50. If the Contractor provides performance or accepts payment prior to approval and execution as required by section 120-50, it does so at its own risk, and, to the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County against any actual damages, costs, expenses and liability of any kind the County may sustain, incur or be required to pay arising out of the Contractor's provision of Services or acceptance of payment in violation of section 120-50. In the event the Contractor provides Services in violation of section 120-50, then, in addition to any other remedies awarded to the County, the County may retain the funds that would have been owed to the Contractor as compensation for those Services but for the provision of those Services in violation of section 120-50. In the event the Contractor violates section 120-50, it shall be liable for actual damages, costs, expenses and liability of any kind, which the County may sustain, incur or be required to pay arising out of the Contractor's violation of section 120-50, and may be debarred from further County contracts.

4. TERM OF CONTRACT

4.01 This Contract begins on February 1, 2016 and ends January 31, 2018. The Contractor must expediently perform the services to achieve the objectives of this Contract. Upon written agreement, the parties may renew the contract for up to two additional years.

5. DATA TO BE FURNISHED CONTRACTOR

5.01 Upon the request of the Contractor, without charge, the County must furnish copies of all information, data, reports, records, etc., that the County thinks is necessary to do the services. The Contractor is entitled to visit County offices and key facilities as approved by the County, during regular business hours to obtain the necessary data. The Contractor will schedule conferences at convenient times with key administrative personnel of the County to gather the information.

6. PERSONNEL

6.01 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.

6.02 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.

6.03 Each employee must devote the time and professional ability as is necessary to most effectively and efficiently perform the services according to professional standards.

6.04 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.

6.05 Employees' daily working hours may be determined by the Contractor. When the employees

are working in or about a County facility, Contractor agrees to adjust its employees' daily working hours to be the same as those worked by County employees working at the facility.

7. ADMINISTRATION

7.01 The Contractor must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

7.02 The Contractor must regularly inform the County of its activities in connection with its duties and must keep the County informed of the status of any program. The Contractor is not required to perform in a manner materially in conflict with requirements imposed by any applicable law including any statute, county charter, ordinance, resolution or executive order.

7.03 The Contractor shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money, or enter into contracts except as otherwise provided in this Contract.

8. COMPENSATION

8.01 The County agrees to pay the Contractor at the rate of Seventeen Thousand Five Hundred Dollars (\$17,500) per month. The compensation includes all remuneration to which the Contractor may be entitled. The County will not pay the Contractor for overtime, holiday or other premium charges or other benefits. Maximum compensation shall not exceed Four Hundred Twenty Thousand Dollars (\$ 420,000) for the term of the Contract.

8.02 The Contractor 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 Contract. The County will compensate the Contractor under a separately negotiated agreement for any services rendered pursuant to this section.

9. METHOD OF PAYMENT

9.01 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 Contractor must sign the invoice and send it to the County for each calendar month. This section is limited by the provisions of Article 8 with regard to the amounts payable for performance.

9.02 The Contractor must direct invoices to the attention of the individual specified in the Notice provisions, Article 19.

9.03 The Contractor must submit as part of the invoices, monthly progress reports indicating the Contractor's activities during the month and being signed by an authorized officer of the Contractor.

10. RECORDS - ACCESS

10.01 The Contractor must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Contract. The Contractor must keep the records according to generally accepted accounting practices and for a minimum of seven (7) years after the Contract's termination and completion. The Contractor must also maintain copies of all records, correspondence and documents, including electronically stored information, prepared in anticipation of this Contract, and for this Contract, for a period of seven (7) years after the Contract's termination and completion.

10.02 The County and the Legislator Auditor General have the right to examine and audit all books, records, documents and other supporting data as they deem necessary of the Contractor, or any subcontractors, or agents rendering services under this Contract, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Contractor. The Contractor must include a similar covenant allowing for audit by the County and the Legislative Auditor General in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the County. The County may delay payment to the Contractor pending the results of any such audit without penalty or interest.

10.03 The Contractor agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Contractor is properly performing the services. The inspections may be made at any time during normal business hours of the Contractor. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Contractor, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Contractor, in writing. The Contractor agrees to promptly remedy and correct any reported deficiencies within ten (10) days of notification by the County.

10.04 If, as a result of any audit conducted by or for a County, State of Michigan or Federal, agency relating to the Contractor's performance under this Contract, a discrepancy should arise as to the amount of compensation due the Contractor, the County may retain the amount of compensation in question from any funds allocated to the Contractor but not yet disbursed under the Contract. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any successive or future Contracts between the parties.

11. RELATIONSHIP OF PARTIES

11.01 The relationship of the Contractor to the County is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either

party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Contractor agrees to hold the County harmless from any claims, and any related costs or expenses.

11.02 For all purposes, County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or venturer with the County. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the County.

12. INSURANCE

12.01 Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives, or employees.

12.02 Contractor shall maintain at least the following minimum coverage:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
- B. Umbrella or Excess Liability Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
- C. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- D. Workers' Compensation insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- E. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required in Section 12.02, the

Contractor shall maintain the coverage for the higher insurance limits for the duration of the Contract.

12.03 Additional Insured Status. The County, its officers, officials, and employees shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

12.04 Primary Coverage. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12.05 Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

12.06 Waiver of Subrogation. Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

12.07 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

12.08 All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

12.09 Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:

- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Contractor starts to perform the services.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

12.10 **Verification of Coverage.** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

12.11 **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

12.12 **Special Risks or Circumstances.** The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12.13 The Contractor must submit certificates evidencing the insurance to the Risk Management Division at the time the Contractor executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

13. INDEMNIFICATION

13.01 Except for claims arising from the County's gross negligence, the Contractor agrees to indemnify, defend and save harmless the County 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 because of any of the following occurring during the term of this Contract:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Contractor, or any of its personnel, employees, consultants, agents, or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Contractor now existing, or to be created, their agents and employees for whose acts any of them might be liable.
- B. Any failure by the Contractor, or any of its employees to perform its obligations either implied or expressed under this Contract.

13.02 The Contractor agrees that it is its responsibility and not the responsibility of the County to safeguard the property and materials that the employees of the Contractor use in performing this Contract. The Contractor must hold the County harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Contractor under this Contract.

13.03 Nothing in this article shall be deemed to relieve the Contractor of its duty to defend the County, as specified, pending a determination of the respective liabilities of the Contractor and the County, by legal proceeding or agreement. The County shall cooperate with the Contractor in the defense against the suit. In no event shall the Contractor make any admission of guilt or liability on behalf of the County without

the County's prior, written consent.

13.04 For purposes of these provisions, the term "County" includes the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents and employees.

13.05 This indemnity applies without regards to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity survives delivery and acceptance of services.

13.06 This indemnity must not be construed as a waiver of any governmental immunity the County, its agencies, or employees, has as provided by statute or modified by court decisions.

14. LIQUIDATED DAMAGES

14.01 The Contractor shall perform the services according Section 3 of this Contract, "Scope of Service." The Contractor shall be responsible for any loss or damage which results from failure to timely perform the services. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the Contractor shall pay liquidated damages as indicated. If Contractor does not have the services completed according to the scheduled date, then Contractor shall provide a revised Delivery Date. Contractor shall pay to the County as fixed and agreed liquidated damages, in lieu of all other damages due to such delay, for each calendar day between the specified Delivery Date and the date that Contractor actually completes the services, an amount of \$1,000.00 per day. The liquidated damages shall first be set off against the unpaid portion of the Contract price.

15. NOTICE OF MATERIAL CHANGES

15.01 The Contractor must immediately inform the County of material changes in its operation, ownership or financial condition. Material changes include, but are not limited to:

- A. Reduction or change in staffing assigned to the Contract.
- B. Decrease in, or cancellation of, insurance coverage.
- C. Delinquent payment, or nonpayment, of tax obligations.
- D. Delinquent payment, or nonpayment, of payroll obligations.
- E. Delinquent funding, or nonfunding, of pension or profit sharing plans.
- F. Delinquent payment, or nonpayment, of subcontractors.
- G. Termination of, or changes in, subcontracts.
- H. Transfer, sell, assignment or delegation to an entity other than the Contractor, of ownership or administrative services.

16. TERMINATION

16.01 The County may terminate this Contract without cause at any time, without incurring any further liability, other than as stated in this Article by giving written notice to the Contractor of the termination. The notice must specify the effective date, at least thirty (30) days prior to the effective date of the termination, and this Contract will terminate as if the date were the date originally given for the expiration of this Contract.

If the Contract is terminated, the County will pay the Contractor for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Contractor accepts the payment, the Contract is satisfied. The parties agree that no payments under this section will exceed the amount payable under Article 8.

16.02 The County may terminate this Contract if the Contractor is in default of any of its obligations under the Contract, or has failed to comply with any of the material terms and conditions of this Contract, by giving written notice to the Contractor. Before the County exercises its right to declare the Contractor in default, the County must give the Contractor Notice of its default status and the reasons for such status. If the Contractor does not cure the default within five (5) working days, the Contract is deemed terminated twenty-five (25) days after the date of the Notice. If after Notice, the County determines that the Contractor was not in default, the rights and obligations of the parties are the same as if the Notice had not been issued. Upon terminating the Contract, County shall not incur any further liability to Contractor, except as provided in this Article, which sets forth Contractor's exclusive remedies. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Contractor shall be liable to the County for any costs to obtain and transition similar services, provided the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Contractor shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Contract. Such expenses shall be deducted from any monies due or which may become due the Contractor under the Contract. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any concurrent, successive or future contracts between the parties. All excess reprourement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise. The rights and remedies of the County are not exclusive and are in addition to any other rights and remedies provided by law, including the collection of liquidated damages. The Contractor shall be liable to the County for any damages the County sustains by virtue of the Contractor's breach or any reasonable costs the County might incur in enforcing or attempting to enforce this Contract. Such costs shall include costs to secure the deliverables from another contractor, reasonable fees and expenses for attorneys, expert witnesses and other consultants.

16.03 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor must:

- A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

- B. Obligate no additional contract funds for payroll costs and other costs beyond the date as the County specifies.
- C. As of the date the termination is effective, present all Contract records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, 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 report of receipts and expenditures of funds relating to this Contract.
- E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;
- G. Submit within thirty (30) days a listing of all creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Contract.

16.04 Upon termination of this Contract, all Records prepared by the Contractor under this Contract or in anticipation of this Contract must, at the option of the County, become its exclusive property, whether or not in the possession of the Contractor. The Records are free from any claim or retention of rights on the part of the Contractor except as specifically provided. The County must return all the properties of the Contractor to it.

16.05 Any intentional failure or delay by the Contractor to deliver the Records 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. The Contractor will pay the County five hundred dollars (\$500) per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Contractor consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

16.06 Access to the records prior to delivery must be restricted to authorized representatives of the County and the Contractor. The Contractor has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

16.07 In addition, each party will assist the other party in the orderly termination of this Contract and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

17. ETHICS IN CONTRACTING

17.01 The Contractor must comply with Article 12 of Chapter 120 of the Wayne County Code governing "Ethics in Public Contracting."

17.02 Contractor's material misrepresentation or delinquency in the disclosures required by section 120-225 of the Wayne County Code constitutes a material breach of this Contract, 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 Contract as of the date of termination.

17.03 If the County determines that the Contractor has made a material misrepresentation or is willfully delinquent or knowingly evasive in the disclosures required by section 120-225, the Contractor and any other business which has substantially the same principal beneficiaries (as defined in section 120-238 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.

17.04 If the contract price is in excess of twenty thousand dollars (\$20,000), or the terms thereof require the approval of the Wayne County Commission, and the Contractor knowingly collaborate in or induces a violation of any of the ethical standards that are set forth in sections 120-225, 120-228, 120-229, 120-230 or 120-233 of the Wayne County Code, the County has the right to impose any one or more of the following sanctions:

- A. Immediately terminate the Contract and require the Contractor to pay the County liquidated damages, and not a penalty of fifteen percent (15%) of the total Contract compensation;
- B. Debar or suspend the Contractor 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.

17.05 Upon a showing that a subcontractor has paid a surcharge to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount of the surcharge was included in the price of the subcontract or order and ultimately borne by the County and that the County shall have the right to recover the amount of the surcharge from the Contractor. The County may also recover the amount of the surcharge from the subcontractor that paid or is paying the surcharge. Recovery by the County of the surcharge from one offending party shall not preclude recovery from other offending parties. The Wayne County Prosecuting Attorney may initiate and prosecute any civil action needed to enforce this article, if the Wayne County Corporation Counsel declines to do so.

18. NON-DISCRIMINATION PRACTICES

18.01 The Contractor and its subcontractors must comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.

- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. Article XI of Chapter 120 of the Wayne County Code governing Equal Contracting Opportunity.
- G. Any other appropriate affirmative action provisions as may be required from time to time by the Director of Human Relations of the County. County shall promptly give notice of any such provisions to Contractor during the term of the Contract.

18.02 The Contractor and its subcontractors must not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment by the Contractor indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Article 11 of the Wayne County Code, headed "Equal Contracting Opportunity," or applicable state or federal law.
 - (i) Make or use a written or oral inquiry or form of application that solicits or attempts to elicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, or weight of prospective employees;
 - (ii) Make or keep a record of that information or disclose that information;
 - (iii) Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, weight, or prior criminal conviction or convictions; or

- (iv) Make, before or during the initial application process, background checks or oral or written inquiries as to prior criminal conviction or convictions.
- E. Absolutely bar or otherwise preclude possible employment based on prior criminal conviction or convictions, provided that the prior criminal conviction or convictions is or are not directly related to the position being sought.

18.03 The Contractor and its subcontractors must not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Contract, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, familial status, marital status, creed, prior criminal convictions(s) or handicap. This Section does not apply if it is determined by the Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon the Contractor.

18.04 The Contractor agrees that its subcontractors shall be subject to and shall not violate the nondiscrimination provisions of section 120-192(a) of the Wayne County Procurement Ordinance in performing work on County contracts. The Contractor shall notify its subcontractors that they shall be subject to said nondiscrimination provisions, and shall include said nondiscrimination provisions in its subcontracts. The Contractor shall provide the County with a complete copy of any subcontractor agreement when requested.

18.05 If the Contract price is in excess of twenty thousand dollars (\$20,000), the Contractor shall comply with the slavery era disclosure requirements of section 120-192(f) of the Wayne County Procurement Ordinance, as implemented by the Wayne County Slavery Era Disclosure Affidavit the Contractor will complete as part of the contract approval process. If it is subsequently determined by the Division of Human Relations that the Contractor has not made a full disclosure in its affidavit of the information required by section 120-192, that failure shall constitute a substantial breach of the terms of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages as set forth in section 18.07, and debarment from any further business with the County.

18.06 Breach of any section 120-192 of the Wayne County Procurement Ordinance or of the covenants in this Article may be regarded as a material breach of this Contract.

18.07 If the Contractor does not comply with the non-discrimination and affirmative action provisions of this Contract, the County may impose sanctions, as it determines to be appropriate, including but not limited to:

- A. Withholding of payments to the Contractor under this Contract until the Contractor attains compliance;
- B. Cancellation, termination or suspension of this Contract, in whole or in part;

- C. Disqualification from bidding on future contractors for a period of no more than three (3) years;
- D. Referral to Corporation Counsel for consideration of injunction, liquidated damages or other remedies; and/or
- E. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the imposition of liquidated damages (not a penalty) in the amount of five hundred dollars (\$500) 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. The liquidated damages shall first be setoff against the unpaid portion of the Contract price, and the balance to be paid by the Contractor.

18.08 If the Contract is funded, in whole or in part, by federal funds and if the County has been authorized by the funding source to require an affirmative action commitment from contractors who are to be paid from those funds, Contractor must establish and implement a good faith plan and goal to eliminate the continuing effects of past discrimination, which is determined by the Division of Human Relations to be appropriate for that purpose.

18.09 In the event that this Contract is or becomes subject to federal or state law which conflicts with the requirements of section Article XI of the Wayne County Code, the provisions of the federal or state law shall apply and the Contract shall be interpreted and enforced accordingly.

19. NOTICES

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

If to the Contractor:

Lucius A. Vassar
500 Woodward Ave
Suite 3500
Detroit, MI 48226
Phone: 313-965-8241
E-mail: lvassar@clarkhill.com

If to the County:

Rudy Hobbs
500 Griswold, 31st Fl
Detroit, MI 48226
Phone: 313-967-0042
E-mail: akandreas@waynecounty.com

19.02 All notices are deemed given on the day of mailing. Either party to this Contract 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.

19.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

20. JURISDICTION AND LAW

20.01 This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract. Service of process at the address and in the manner specified in this Contract will be sufficient to put the Contractor on notice. The Contractor will not commence any action against the County because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

21. CONFIDENTIAL INFORMATION

21.01 If the County discloses confidential information to the Contractor's employees pertaining to the County's past, present and future activities, the Contractor must instruct its employees to regard all information gained by each person as a result of the services to be performed as information which is confidential and not to be disclosed to any organization or individual without the prior written consent of the County.

21.02 The Contractor agrees to take appropriate action with respect to its employees to insure that the obligations of nonuse and non-disclosure of confidential information concerning this Contract can be fully satisfied.

22. COMPLIANCE WITH LAWS

22.01 The Contractor must comply with and must require its employees to comply with all applicable laws and regulations.

22.02 The Contractor must hold the County harmless with respect to any damages arising from any violations of this Article by it or its employees.

23. CHANGES IN SCOPE/SERVICE

23.01 County may request changes to the scope of Services to be furnished or performed by the Contractor under the Contract, as well as changes in the time of performance of the Contract. All such changes shall be authorized by either Change Order or Contract Modification.

23.02 If any such change request increases or decreases the Contractor's cost of, or the time required for, performance of any part of the Services under this Contract, an adjustment may be made and the

Contract modified in writing accordingly.

23.03 Contractor shall provide County with a written proposal to County's change request within five (5) business days of receipt of any such request. Contractor'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.

23.04 Contractor acknowledges that any change in the Contract 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.

23.05 If the County does not accept the Contractor'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.

23.06 Any adjustment in the Contract price shall be computed in the manner as the parties may agree. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract 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 Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of the time for completion.

23.07 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 Contractor. Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Contract.

23.08 No change to this Contract is effective unless it is in writing and references this Contract. If the change is a Contract Modification, it must be signed and acknowledged by duly authorized representatives of both parties. If the change is a Change Order, it must be signed by an authorized representative of the County.

24. DEBARMENT AND SUSPENSION

24.01 The Contractor certifies to the best of its knowledge and belief, that:

- A. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
- B. The Contractor and its principals have not, within a three (3) year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of

Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- C. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 24.01 b above; and;
- D. The Contractor and its principals have not, within a three (3) year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.

24.02 The certification in this clause is a material representation of fact upon which reliance was placed. When the County determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate this Contract for cause or default.

24.03 The Contractor shall provide immediate written notice to the County if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

24.04 The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

24.05 The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the County.

24.06 The Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

24.07 A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).

24.08 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

24.09 If a Contractor is in a covered transaction with a person who is suspended, debarred,

ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the County, the County may terminate this transaction for cause or default.

25. PROMPT PAYMENT

25.01 If the Contractor should subcontract a part of the obligations under this Contract to a business which has been certified by the County's Division of Human Relations as a small or disadvantaged business enterprise, the Contractor shall make prompt payments to each such subcontractor as the subcontract is performed which are at least equal to the prompt payments which are due to the Contractor under the provisions of this Contract. Unless alternate terms which have a similar purpose and effect are otherwise agreed upon in writing, the Contractor shall make payment within forty-five (45) days after delivery or satisfaction of the subcontract, or receipt of a complete invoice therefore, whichever is later. If an invoice is filled out incorrectly or contains a defect or impropriety, the Contractor shall notify the subcontractor of that fact within ten (10) days after receipt of the invoice. The 45 day period shall be extended by each day over five (5) days which the subcontractor takes to make a correction. If a payment is past due, the Contractor shall pay to the subcontractor an additional amount to be calculated on a daily basis which is equal to an annual rate of interest of nine percent (9%) (amount overdue X number of days overdue X .000246575). Interest shall not be due if payment is delayed because of a good faith disagreement between the Contractor and the subcontractor regarding contract performance and the dispute is resolved in favor of the Contractor. This provision is expressly intended to create a third-party right which is legally enforceable by a subcontractor. This provision does not, however, create a duty on the part of the County to seek enforcement of a default of this provision or to make payment to the subcontractor on behalf of the Contractor.

26. RESERVED.

27. BANKRUPTCY OR INSOLVENCY

27.01 If the Contractor is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Contractor or any of its property, whether it is a third party or Contractor as debtor-in-possession (referred to as "Contractor" in this Article unless the context clearly requires otherwise) the following rights, obligations and limitations control:

- A. Contractor or any trustee must not assign any or all of its rights, title or interest, in or to this Contract, as this Contract is for the delivery of professional services and related services, as to which the County is entitled to insist upon performance solely by the Contractor.
- B. Contractor or any trustee may only assume this Contract if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the County
 - (i) adequate financial capacity to employ or contract with sufficient personnel to perform the services assigned to the Contractor as provided in this Contract, and to pay for all services contracted for by the Contractor;
 - (ii) adequate financial capacity to own, operate, lease or obtain sufficient facilities and

supplies to perform the services assigned to the Contractor as provided for in this Contract; and

(iii) adequate financial and professional capacity to maintain the professional standard provided in this Contract. The reasonable determination of the County as to the adequate professional capacity of the Contractor is determinative.

- C. Because of the unique nature of the services this Contract requires the Contractor to provide, the Contractor agrees that any requests by the County that the trustee or it as debtor-in-possession assume or reject this Contract in a shorter time than provided for in 11 U.S.C. §365 is reasonable so long as the trustee or Contractor receives no less than five (5) business days' notice.
- D. If this Contract is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Contract, the Contractor as debtor-in-possession or its trustee must cooperate with the County in arranging for the orderly transfer of responsibilities to persons or entities as the County may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.

27.02 Although neither party has the right to terminate the Contract merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any parties' property, each party retains all of the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code.

28. COMPLIANCE WITH CONSENT AGREEMENT

28.01 The parties acknowledge that this Contract is subject to Public Act 436 of 2012, MCL 141.1541 to 141.1575 ("Act") and the Consent Agreement between the County and the State Treasurer N.A. Khouri effective August 21, 2015 ("Consent Agreement"). A copy of the Consent Agreement is available at www.waynecounty.com/mb/consent-agreement.htm.

28.02 Upon written request of the County, the Contractor shall promptly and fully provide all necessary and requested assistance and information under the Consent Agreement and under the Act.

28.03 The Contractor shall promptly provide notice to the County Executive if the Contractor receives a request for assistance by an officer, employee, agency or contractor of the State Department of Treasury.

28.04 The Contractor shall promptly provide notice to the County Executive of knowledge or information of any action or omission that could be considered, or that could lead to, a failure to comply with or breach of the Consent Agreement or of a violation of state or federal law with respect to a matter relating to the Consent Agreement, including the Open Meetings Act, 1976 PA 267, the Uniform Budget and Accounting Act, 1968 PA 2, or the Emergency Municipal Loan Act, 1980 PA 243, by the County, the County Commission, the County Executive, or another officer of the County.

28.05 The Contractor shall immediately provide notice to the County Executive of any possible violations of the Consent Agreement by sending an email to consentagreement@waynecounty.com or by completing the submission form found at www.waynecounty.com/mb/consent-agreement.htm.

28.06 If this Contract is considered "Debt" under the terms of the Consent Agreement, it may not be executed or submitted to the County Executive or County Commission for approval until it has been submitted to the County Chief Financial Officer for approval and verification that the required State Treasurer's approval has been received.

29. MISCELLANEOUS

29.01 The Contractor covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

29.02 Articles 12, 13, 19, and 21 survive termination of the Contract.

29.03 All the provisions of this Contract are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

29.04 If any Affiliate of the Contractor takes any action which, if done by the Contractor, would constitute a breach of this Contract, the action is deemed a breach by the Contractor. "Affiliate" is a "parent", subsidiary or other company controlling, controlled by or in common control with the Contractor.

29.05 Neither party is responsible for force majeure events. If there is a dispute between the parties with regard to what constitutes a force majeure event, the County's reasonable determination is controlling.

29.06 Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Contract as a whole and not to any particular article, section, or other subdivision.

29.07 The headings of the articles in this Contract are for convenience only and must not be used to construe or interpret the scope or intent of this Contract or in any way affect the Contract.

29.08 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

29.09 The Contractor warrants that any products sold or processes used in the performance of this Contract do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. If a third party makes a claim against the County, the County must promptly notify the Contractor. The Contractor must defend the claim in the name of the County, at the Contractor's expense. The Contractor must indemnify the County against any loss, cost, expense or liability arising out of the claim, whether or not the claim is successful.

29.10 No failure by a party to insist upon the strict performance of any term of this Contract or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other then existing or subsequent breach.

29.11 The Contractor shall secure all permits necessary to perform the services and shall comply

with all statutes, ordinance, and laws.

29.12 If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

29.13 This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

29.14 The County or the Contractor may contract with other firms providing the same or similar services so long as the Contractor's obligations to the County contained in this Contract will not be affected in any manner.

29.15 If the division of Human Relations determines that the Contractor has not made a full disclosure in its affidavit regarding its investments in, support or profit in some manner from the institution of slavery, that failure shall constitute a substantial breach of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages, and debarment from any further business with the County.

30. AUTHORIZATION AND CAPABILITY

30.01 The Contractor warrants to the County that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations. The Contractor further warrants that the person signing this Contract is authorized to do so on behalf of the Contractor and is empowered to bind the Contractor to this Contract.

30.02 This Contract is effective only upon review and approval by the Wayne County Commission.

31. SIGNATURE

31.01 The County and the Contractor, by their authorized officers and representatives have executed this Contract.

CONTRACTOR

By: _____

Its: DIRECTOR of GOV'T AFFAIRS / ATTORNEY

COUNTY OF WAYNE

By: _____

WARREN C. EVANS
COUNTY EXECUTIVE

APPROVED AS TO FORM

By: _____

DEPT OF CORPORATION COUNSEL

305068

APPENDIX A
REQUEST FOR PROPOSAL NO. 37-15-090
FOR FEDERAL LOBBYING

THE CHARTER COUNTY OF WAYNE, MICHIGAN

REQUEST FOR PROPOSALS FOR FEDERAL LOBBYING

CONTROL NO. 37-15-090

Issue Date: Wednesday, October 7, 2015

Pre-Proposal Conference: Not Applicable

Pre-Proposal Question Deadline: Thursday, October 15, 2015 at 4:00 p.m. local time

Proposal Deadline: Thursday, October 29, 2015 at 4:00 p.m. local time

Proposal Submission Format: ☒ **Hard Copy Submissions Accepted**
Charter County of Wayne
Purchasing Division
500 Griswold, 15th Floor
Detroit, Michigan 48226

Purchasing Contact: Jean Mira, CPPB Department Administrator
Phone: (313) 224-7709
Fax: (313) 967-1259
Email: jmira1@waynecounty.com

Description: The County of Wayne is requesting proposals for federal legislative and governmental affairs consulting services. The County may award one or more contracts under this RFP.

A copy of this RFP can be obtained from the Michigan Inter-governmental Trade Network (MITN) website at <http://www.mitn.info>. Until the expiration date of this solicitation, it is incumbent upon the Respondent to check the website for additional information and/or addenda. RFPs can also be obtained from the Wayne County Purchasing Division, 500 Griswold, 15th Floor Detroit, Michigan 48226-2831. If you have any questions, please call (313) 224-5151.

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

Sealed Proposals are due prior to the Proposal Deadline indicated above and must be delivered to the Purchasing Division via the method(s) indicated above. Late proposals will not be accepted – NO EXCEPTIONS.



Warren C. Evans
County Executive

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SECTION 1 - INSTRUCTIONS

- 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 proposal, until a Successful Proposer is selected, all requests for clarification or additional information regarding this RFP, or contacts with the County personnel concerning this RFP or the evaluation process must be solely to the contact person listed on the cover page of this RFP.

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

- 2) **PRE-PROPOSAL INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Proposers are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the County. If a Proposer finds a discrepancy, error, or omission in the proposal package, or requires any written addendum thereto, the Proposer is requested to notify the Purchasing Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Proposers. The County is not responsible for oral representations. All questions must be submitted in writing to the Purchasing Contact only before the Pre-Proposal Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.
- 3) **RFP MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Proposal Deadline at the discretion of the County. It is the Proposer's responsibility to periodically check the MITN WEBSITE until the posted Proposal Deadline to obtain any issued addenda.
- 4) **PRE-PROPOSAL MEETING:** The date, time and location of the meeting, if any, is indicated on the cover page of this RFP.
- 5) **PROPOSAL SUBMISSION:** To be considered, the proposal must be prepared in the manner and detail *specified* in this proposal.
- a. Proposals must be submitted to the Wayne County Purchasing Division at the location indicated on the cover of this document, before the date and time indicated as the deadline. It is each Proposer's responsibility to insure that the Purchasing Division receives its proposal prior to the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:30 p.m. local time, Monday through Friday, except for observed holidays.
 - b. Proposals received after the above deadline will not be accepted and will be returned to the Proposer unopened. The Purchasing Division's timestamp shall be the official time.
 - c. The opening of a proposal does not constitute the County's acceptance of the Proposer as a responsive and responsible Proposer.
 - d. Unless this RFP indicates online Proposals may be submitted, Proposals 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.
 - e. Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFP and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Proposer 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 proposal must initial corrections in ink.

- g. Proposals sent by telegraph, facsimile, or other electronic means will not be considered.
 - h. All costs incurred in the preparation and presentations of the proposal, as well as any resulting contract, are the Proposer's sole responsibility; no such costs will be reimbursed to any Proposer. All documentation submitted with the proposal will become the property of the County.
 - i. Proposals are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).
- 6) **PROPOSAL GUARANTEE:** Not Applicable.
 - 7) **PROPOSAL SIGNATURES:** An authorized official must sign the proposal. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the County if the Proposer is determined to be the most responsive and responsible Proposer.
 - 8) **CONTRACT AWARD:** The County reserves the right to withdraw the RFP, to award to one Proposer, to any combination of Proposers, by item, group of items, or total proposal. The County may waive informalities if it is in the County's interest. The Proposer to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract, and actual award of the contract will be provided by written notice sent to the Proposer at the address designated in the proposal. All proposals must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Proposer within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Proposer. Award of this proposal is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Proposer's proposal 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 successful Proposer has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Proposer non-responsive.
 - 9) **PROPOSAL MODIFICATIONS:** Clarifications, modifications, or amendments to any proposal that has been submitted, but prior to the proposal Deadline Date, may be made only within the discretion and written approval of the Purchasing Director.
 - 10) **DUPLICATE PROPOSALS:** No more than one (1) proposal from any Proposer, including its subsidiaries, affiliated companies and franchisees will be considered by the County. In the event multiple proposals are submitted in violation of this provision, the County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.
 - 11) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the Deadline date set for the opening of proposal. No proposal may be withdrawn after the deadline for submission.
 - 12) **REJECTION:** The County reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received, if it is determined by the Purchasing Director or designee that the best interest of the County will be served by doing so. The County may reject any proposal from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Proposer is debarred by the County from consideration for a contract award, or if Proposer 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.
 - 13) **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.
 - 14) **COMPLIANCE WITH LAWS:** The Proposer 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 Slavery Era Disclosure Ordinance;
- vii. The Fair Employment Practices of the Equal Contracting Opportunities Ordinances.

- 15) **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 Proposer 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 Proposer must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
- 16) **NO PROPOSAL RESPONSE:** Businesses who receive this RFP but who do not submit a proposal should return a notice stating the reason(s) for not responding. Failure to return this may result in removal of the business' name from all bidder lists.
- 17) **CONTRACT NEGOTIATION:** All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Proposer within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Proposer. There is no contract until the County's policies have been fulfilled.
- 18) **DISQUALIFICATION OF PROPOSERS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal:
- a. Evidence of collusion among Proposers.
 - 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.
- 19) **DISCUSSIONS:** Discussions may be conducted with responsible Proposers, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Proposers who submit Proposals determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.
- Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Proposals. 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 Proposer shall reduce any substantial oral clarification of Proposals to writing.
- 20) **SUBCONTRACTORS:** In an effort to promote supplier diversity, Wayne County encourages Proposers to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the County.
- Subcontractors (or their assignments) may not be changed without prior written approval by the County. The Contract will not be assignable to any other business entity without the County's approval. Proposers are encouraged to consider a joint venture.
- 21) **PROPOSER RESPONSIBILITIES:** The Proposer 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 proposal was unsuccessful. Exclusion of any service for this proposal may serve as cause for

rejection. The selected Proposer 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 Proposer will be responsible for all Services in this proposal whether they are provided or performed by the Successful Proposer or Subcontractor(s). Further, the County will consider the Successful Proposer 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 Proposer must identify all Subcontractors and the Services they provide. The Successful Proposer 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 Proposer shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Proposer may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the proposal or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the County.

- 22) **COUNTY PARTICIPATION:** The County will provide appropriate personnel support for implementation of these agreements. The Proposer's proposal 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 Proposer and will coordinate overall management and administration of the contract for the County.
- 23) **DISCLOSURE OF CONTENTS:** All information provided in the proposal 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 proposal becomes the property of the County and may be returned only at the County's option.

Proposers must make no other distribution of their proposals other than authorized by this RFP. A Proposer who shares cost information contained in its proposal with other County personnel or competing Proposer personnel shall be subject to disqualification.

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

SECTION 2 - SPECIFICATIONS AND SCOPE OF WORK

1) **INTRODUCTION:** Through this Request for Proposals (RFP), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit proposals for the purpose of providing federal legislative and governmental affairs consulting services for County.

2) **GENERAL INFORMATION:** Wayne County, Michigan, is the most populous of Michigan's 83 counties. It is comprised of 43 cities and townships and the county seat is situated in the City of Detroit.

The County is taking affirmative steps to eliminate a huge structural deficit, operate within a balanced budget, and streamline operations to function more efficiently and effectively. Thus, the County seeks to maximize its revenues through new and existing funding sources. Through this RFP, the County is seeking a proposer(s) with expertise and well-established relationships in the Federal arena to assist the County with establishing and fostering relationships with key Congressional, Departmental and Administrative Personnel. To ensure that the County receives the most effective representation in all matters, the County may award one or more contracts under this RFP.

3) **MINIMUM QUALIFICATIONS:** Proposers (specifically, the business that will be contractually bound under the contract with the County) will be deemed non-responsible and rejected without any further evaluation if they do not meet the following mandatory qualifications:

- a) Each of the Principals of the Proposer must have at least five years of experience working in the government relations or legislative advocacy arena.
- b) If the Proposer or its key personnel comprises a team of various members of the firm to service this contract, each team member to be assigned to the Wayne County engagement must have at least three years experience within the last five years in providing governmental affairs consulting services to, or other legislative experience working with, municipal, county or other governmental entities.

4) **PREFERRED QUALIFICATIONS:** The Proposer may be evaluated higher if they meet the following qualifications:

- a) Has at least five years of experience within the last seven years representing municipalities and/or counties within the State of Michigan; and/or
- b) Has at least five years of experience within the last seven years representing municipalities, counties, or other governmental entities, including at the Federal level; and/or
- c) Has at least five years of experience within the last seven years with Federal legislative and rule-making processes, Federal appropriations and budget processes, and/or Federal Executive Agency competitive grant processes, including both identifying opportunities and assisting governmental entities in the successful submission of grant applications; and/or
- d) Has verifiable relationships with Federal departments and agencies including, but not limited to, departments and/or agencies of the Federal government which govern, oversee or otherwise provide funding for roads, health and human services, veterans services and/or public safety.

5) SCOPE OF SERVICES:

- a) Contractor Responsibilities: the Contractor will be responsible for tasks that may include, but may not be limited to, the following:
 - i) Develop and recommend strategies for advocating Wayne County's position on a variety of policy and other issues to relevant Federal bodies.
 - ii) Advocate on behalf of the County to the officers and departments of the Federal Executive branch and to the members of the U.S. Congress, with a special focus on members of the Michigan Congressional Delegation and Committee leadership.
 - iii) Assist Wayne County in its interactions with Federal Executive departments and regulatory agencies and the U.S. Congress, in full compliance with all applicable local, state, and federal laws.
 - iv) Monitor the Federal appropriations process and represent Wayne County's interests in seeking Federal funding for County government and programs
 - v) Advise and assist Wayne County in successfully applying for federal grants and/or awards to fund the County's operations and/or programs.
 - vi) Review, analyze, monitor, and advise the County about proposed and introduced Federal legislation, Executive proposals, administrative rules and regulations that may be relevant to the County's interests.
 - vii) Draft and present testimony on the County's behalf at Congressional hearings or other sessions as necessary.
 - viii) Attend Congressional committee and agency hearings relevant to the County's interests, as necessary.
 - ix) Provide monthly written reports to the County on activities of the U.S. Congress and Executive offices and departments that affect or may affect the County's interests.
 - x) Appear before the Wayne County Executive and Wayne County Commission to present updates on the activities of the U.S. Congress and Executive offices and departments when requested.
 - xi) Identify opportunities for Wayne County to play a greater role in regional and national organizations and bodies which exist for the benefit of strengthening counties and public entities (for example, the National Association of Counties.)
- b) County Responsibilities: Wayne County will work closely with the successful Proposer to ensure that the successful Respondent can perform its duties in a professional and efficient manner.

- 6) **CONTRACT TERM:** The contract is for a term of two (2) years, with a two-year renewal option exercisable at the sole discretion of the County.
- 7) **AWARD:** To receive the most effective representation in all matters, the County may award one or more contracts under this RFP.

SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

- 1) **EVALUATION:** All proposals received will be evaluated by an Evaluation Committee comprising of County representatives. The following factors, listed in relative order of importance, will be considered in making the selection:

- Experience and Qualifications of the Contractor, its principals and its proposed team members, including the lead individual for this engagement.
 - Workplan for this engagement
 - Fees
 - Credit for using First Tier Subcontractors that are certified as a County Based Enterprise
- a. Each proposal submitted in response to this RFP shall focus on the above criteria. The Evaluation Committee also may consider past performance of the Proposer on other contracts with the County or other entities. Proposals will be evaluated equally and fairly; no preference will be given to any Contractor based solely on previous experience with the County or to an incumbent thereof. The County reserves the right to make additional inquiries and may request the submission of additional information.
- b. **COUNTY-BASED ENTERPRISE (AND OTHER) ADVANTAGE PROGRAMS:** Wayne County administers a program that gives a pricing advantage to businesses located within Wayne County that are County-Based Enterprises (CBE). Additional advantage is also given if the business is located within the 10 Targeted Growth Communities within Wayne County (Detroit, Ecorse, Hamtramck, Highland Park, Inkster, Melvindale, River Rouge, Romulus, Sumpter Township, and Taylor). The County shall apply credit up to 7% to the pricing points for Proposals submitted by certified County-Based Enterprises and 2% for TGCE. Wayne County also administers a Small Business program, an expanding business program, a Joint Venture program, a Mentor Venture program and a Veteran Enterprise program. Maximum allowable credit cannot exceed 10% to receive the applicable credit for any program, the Proposer and all first tier subcontractors must submit their unexpired certificates with the Proposal. (NOTE: Most federal and state funded projects will not include the application of geographic advantages such as the CBE and TGCE in accordance with funding requirements.) If you are not certified, contact the office of Human Relations at (313) 224-5021, or visit their website at www.waynecounty.com/vendormanagement.htm.

2) GENERAL SUBMITTAL REQUIREMENTS:

- a. **NUMBER OF COPIES:** One original, plus four copies (five total) of the entire proposal must be submitted. The original must be marked "ORIGINAL". Each copy must be identical to the original. The Proposals must be in labeled 3 ring binders. In addition **an electronic copy of the complete Proposal must be submitted** on a CD, DVD or USB drive in PDF or Microsoft Office (.doc, .docx, .xls or .xlsx) formats.
- b. **PROPOSAL FORMAT:** Each proposal should be prepared simply and economically. Responses shall include the requirements listed below and in the following section.
- c. **PROPOSAL CONTENT:** The Proposer must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation (unless otherwise indicated herein):
- i. All forms contained or listed in Section 5 in this RFP, fully completed:

- ii. Evidence showing that the Proposer meets each of the Minimum Qualifications listed in the Scope of Work of this RFP. (See next section for more detail.)
- iii. A complete response to each of the items in the next section, which are specific to the evaluation criteria. (See next section for more detail.)

3) SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: Submit a complete response to each of the following items. List them in the order below, following your submission to the above:

a. EXPERIENCE AND QUALIFICATIONS

- i. Submit information that substantiates the Contractor meets each and all of the minimum qualifications of this RFP. A reference contact or document that can verify that the Contractor has met the minimum qualifications is also required for each minimum qualification listed in the RFP.
- ii. Describe how the Contractor meets or exceeds the Preferred Qualifications listed in this RFP.
- iii. Provide background information about the Contractor, including a general overview of the history and background of the Contractor, and information about its principals, staff size, main office location, existence and location of branch offices, etc., and the types of services the company performs.
- iv. Identify and provide a detailed current resume for the proposed lead individual for the Contractor for this assignment, including full work history, special qualifications and demonstrated experience.
- v. Identify the specific staff members of the Contractor proposed to be assigned to perform the requested services on behalf of Wayne County, and provide current professional resumes for each proposed team member.
- vi. Describe the Contractor's management structure for this contract with clear identification of the specific services each staff member will provide.
- vii. Provide an outline of the Contractor's experience in the following:
 - 1. Government relations at the Federal level
 - 2. Lobbying and legislative experience related to representation of governmental entities
 - 3. Working with Federal departments and agencies on appropriations and grant-writing.

- In responding to this item:

 - a. Include each proposed team member's experience working with the executive and legislative branches of the U.S. Government
 - b. Provide information regarding past experiences of the Contractor and proposed team members relating to Federal lawmaking, Federal budget and appropriations process, and other relevant lobbying experience including discretionary grants and approvals for multi-year funding.
- viii. Include a representative listing of similar services provided by the Contractor or key personnel within the last five years, including the name of each client represented by the Contractor in the provision of such services and the client's location, the name of the Contractor's team leader for each such representation and an explanation of the Contractor's specific tasks and responsibilities for each client.

b. WORKPLAN FOR THIS ENGAGEMENT

- i. Submit a detailed workplan explaining how the Proposer will perform all services included in the Scope of Work section, including how you will assign each member of your proposed team (if applicable)..
- ii. Describe any constraints or parameters tied to your representation capabilities in Washington, DC, if any.
- iii. Identify any current clients which may present a possible conflict if Proposer is engaged to represent Wayne County.
- iv. Describe how conflicts of interest would be mitigated, either as they would exist at the inception of the contract or should they materialize later in the Proposer's representation of Wayne County.

c. FEES

- i. Provide the all inclusive monthly cost for your services.
- ii. Provide a detail of how you arrived at this figure. Be sure to include breakdowns by position and hours if applicable.

d. Utilization of First Tier Subcontractors located in Wayne County:

- i. Please completely fill out the "Purchasing Division Utilization of First-Tier Subcontractor Form" included in this RFP.
- ii. Provide a description of the services each first-tier subcontractor located in Wayne County will provide along with the total amount each subcontractor will be compensated.
- iii. A formal letter of intent between the Respondent and each first-tier subcontractor located in Wayne County formalizing the intent to subcontract, if awarded a contract pursuant to this RFP.

- Depending on the amount of points assigned to the "utilization of subcontractor located in Wayne County" criteria, Responses shall receive a prorated number of the points based on the total percentage of subcontractors located in Wayne County that are utilized as set-forth in the "First-Tier Subcontractor Designation" form.

- (For Example: if the total points allocated for the "utilization of subcontractor located in Wayne County" criteria is 8 points. And a Respondent utilizes 30% of total subcontractors located in Wayne County then they will receive 2.4 points for this criteria).

e. Evaluation Credits:

- i. Provide a County Based Enterprise, Targeted Growth Community Enterprise, or other Wayne County Advantage program certificate (see item 1) b) on prior page) if you have one; otherwise it will not be considered during the evaluation.

4) EXCEPTIONS: Proposer shall clearly identify any proposed deviations from the language contained herein, including the professional services contract template. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Proposer's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Proposer's proposal, the

County will assume complete conformance with this specification and the successful Proposer will be required to perform accordingly. Proposals not meeting all requirements may be rejected.

- i. PLEASE BE ADVISED Section 4 contains a professional services template which shall be used for this transaction. Proposals taking exception to language in the professional services template may be rejected as nonresponsive if the County does not accept one or more of the Proposer's exceptions to the contract language and the Proposer fails to withdraw any such rejected exception.**

- 5) SHORTLISTING:** The County may shortlist the Proposers based upon responses to the above items. If necessary, the County will conduct interviews/demonstrations. The County will notify each Proposer on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Proposers to respond to questions posed by the evaluation committee and to clarify their proposals through exhibition and discussion. The County will not reimburse oral presentation costs of any Proposer.

SECTION 4 –FORM OF CONTRACT

PROFESSIONAL SERVICES CONTRACT

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THIS CONTRACT is between the County of Wayne, Michigan, a body corporate and Charter county, acting through _____ (the "County") and _____, a _____ corporation (the "Contractor").

1. PURPOSE

1.01 The County is required to _____.

1.02 The Contractor is experienced and able to perform technical and professional services. The Contractor desires to provide these services for the County's

2. ENGAGEMENT OF CONTRACTOR

2.01 The County engages the Contractor and the Contractor agrees to faithfully and diligently perform the services according to the terms and conditions contained in this Contract and consistent with the standard of practice in the community.

3. SCOPE OF SERVICE

3.01 The Contractor must perform the services described in Appendix A in a satisfactory manner, as determined within the discretion of the County. The Contractor warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is qualified to perform the Services in this Contract.

3.02 If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the County governs.

3.03 The services include all conferences and consultation deemed necessary by the County to properly and fully perform the services.

3.04 All services are subject to review and approval of the County for completeness and fulfillment of the requirements of this Contract. Neither the County's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Contract, and the Contractor shall be and remain liable in accordance with the applicable law for all damages to the County caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.

3.05 The Contractor shall comply with section 120-50 of the Wayne County Procurement Ordinance. As required by section 120-50, the Contractor shall not commence performance under this Contract or accept payment for services provided under this Contract until:

A. If this is a contract that requires approval of the Wayne County Commission, this Contract is approved by the Wayne County Board of Commissioners and executed by the Chief Executive Officer; or

B. If this is a contract that does not require approval of the Wayne County Commission, this Contract is executed by the Chief Executive Officer or a purchase order is issued.

The Contractor shall not rely on representations of any person who purports to authorize performance or payment contrary to section 120-50. If the Contractor provides performance or accepts payment prior to approval and execution as required by section 120-50, it does so at its own risk, and, to the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County against any actual damages, costs, expenses and liability of any kind the County may sustain, incur or be required to pay arising out of the Contractor's provision of Services or acceptance of payment in violation of section 120-50. In the event the Contractor provides Services in violation of section 120-50, then, in addition to any other remedies awarded to the County, the County may retain the funds that would have been owed to the Contractor as compensation for those Services but for the provision of those Services in violation of section 120-50. In the event the Contractor violates section 120-50, it shall be liable for actual damages, costs, expenses and liability of any kind, which the County may sustain, incur or be required to pay arising out of the Contractor's violation of section 120-50, and may be debarred from further County contracts.

4. TERM OF CONTRACT

4.01 This Contract begins on _____ and ends _____. The Contractor must expediently perform the services to achieve the objectives of this Contract. Upon written agreement, the parties may renew the contract for one year.

5. DATA TO BE FURNISHED CONTRACTOR

5.01 Upon the request of the Contractor, without charge, the County must furnish copies of all information, data, reports, records, etc., that the County thinks is necessary to do the services. The Contractor is entitled to visit County offices and key facilities as approved by the County, during regular business hours to obtain the necessary data. The Contractor will schedule conferences at convenient times with key administrative personnel of the County to gather the information.

6. PERSONNEL

6.01 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.

6.02 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.

6.03 Each employee must devote the time and professional ability as is necessary to most effectively and efficiently perform the services according to professional standards.

6.04 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.

6.05 Employees' daily working hours may be determined by the Contractor. When the employees are working in or about a County facility, Contractor agrees to adjust its employees' daily working hours to be the same as those worked by County employees working at the facility.

7. ADMINISTRATION

7.01 The Contractor must inform the County as soon as the following types of conditions become known:

A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and

B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

7.02 The Contractor must regularly inform the County of its activities in connection with its duties and must keep the County informed of the status of any program. The Contractor is not required to perform in a manner materially in conflict with requirements imposed by any applicable law including any statute, county charter, ordinance, resolution or executive order.

7.03 The Contractor shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money, or enter into contracts except as otherwise provided in this Contract.

8. COMPENSATION

8.01 The County agrees to pay the Contractor at the rates in Appendix B, attached. The compensation includes all remuneration to which the Contractor may be entitled. The County will not pay the Contractor for overtime, holiday or other premium charges or other benefits in addition to those stated in Appendix B. Maximum compensation shall not exceed \$_____.

8.02 The Contractor 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 Contract. The County will compensate the Contractor under a separately negotiated agreement for any services rendered pursuant to this section.

9. METHOD OF PAYMENT

9.01 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 Contractor must sign the invoice and send it to the County for each calendar month. This section is limited by the provisions of Article 8 with regard to the amounts payable for performance.

9.02 The Contractor must direct invoices to the attention of the individual specified in the Notice provisions, Article 19.

9.03 The Contractor must submit as part of the invoices, monthly progress reports indicating the Contractor's activities during the month and being signed by an authorized officer of the Contractor.

10. RECORDS - ACCESS

10.01 The Contractor must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Contract. The Contractor must keep the records according to generally accepted accounting practices and for a minimum of seven (7) years after the Contract's termination and completion. The Contractor must also maintain copies of all records, correspondence and documents, including electronically stored information, prepared in anticipation of this Contract, and for this Contract, for a period of seven (7) years after the Contract's termination and completion.

10.02 The County and the Legislator Auditor General have the right to examine and audit all books, records, documents and other supporting data as they deem necessary of the Contractor, or any subcontractors, or agents rendering services under this Contract, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Contractor. The Contractor must include a similar covenant allowing for audit by the County and the Legislative Auditor General in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the County. The County may delay payment to the Contractor pending the results of any such audit without penalty or interest.

10.03 The Contractor agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Contractor is properly performing the services. The inspections may be made at any time during normal business hours of the Contractor. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Contractor, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Contractor, in writing. The Contractor agrees to promptly remedy and correct any reported deficiencies within ten (10) days of notification by the County.

10.04 If, as a result of any audit conducted by or for a County, State of Michigan or Federal, agency relating to the Contractor's performance under this Contract, a discrepancy should arise as to the amount of compensation due the Contractor, the County may retain the amount of compensation in question from any funds allocated to the Contractor but not yet disbursed under the Contract. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any successive or future Contracts between the parties.

11. RELATIONSHIP OF PARTIES

11.01 The relationship of the Contractor to the County is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Contractor agrees to hold the County harmless from any claims, and any related costs or expenses.

11.02 For all purposes, County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or venturer with the County. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the County.

12. INSURANCE

12.01 Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives, or employees.

12.02 Contractor shall maintain at least the following minimum coverage:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

B. Umbrella or Excess Liability Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

C. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

D. Workers' Compensation insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

E. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required in Section 12.02, the Contractor shall maintain the coverage for the higher insurance limits for the duration of the Contract.

12.03 Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

12.04 Primary Coverage. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12.05 Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

12.06 Waiver of Subrogation. Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

12.07 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

12.08 All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

12.09 Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:

A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Contractor starts to perform the services.

B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

12.10 Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

12.11 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

12.12 Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12.13 The Contractor must submit certificates evidencing the insurance to the Risk Management Division at the time the Contractor executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

13. INDEMNIFICATION

13.01 Except for claims arising from the County's gross negligence, the Contractor agrees to indemnify, defend and save harmless the County 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 because of any of the following occurring during the term of this Contract:

A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Contractor, or any of its personnel, employees, consultants, agents, or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Contractor now existing, or to be created, their agents and employees for whose acts any of them might be liable.

B. Any failure by the Contractor, or any of its employees to perform its obligations either implied or expressed under this Contract.

13.02 The Contractor agrees that it is its responsibility and not the responsibility of the County to safeguard the property and materials that the employees of the Contractor use in performing this Contract. The Contractor must hold the County harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Contractor under this Contract.

13.03 Nothing in this article shall be deemed to relieve the Contractor of its duty to defend the County, as specified, pending a determination of the respective liabilities of the Contractor and the County, by legal proceeding or agreement. The County shall cooperate with the Contractor in the defense against the suit. In no event shall the Contractor make any admission of guilt or liability on behalf of the County without the County's prior, written consent.

13.04 For purposes of these provisions, the term "County" includes the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents and employees.

13.05 This indemnity applies without regards to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity survives delivery and acceptance of services.

13.06 This indemnity must not be construed as a waiver of any governmental immunity the County, its agencies, or employees, has as provided by statute or modified by court decisions.

14. LIQUIDATED DAMAGES

14.01 The Contractor shall perform the services according to the schedule contained in Appendix _____. The Contractor shall be responsible for any loss or damage which results from failure to timely perform the services. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the Contractor shall pay liquidated damages as indicated. If Contractor does not have the services completed according to the scheduled date, then Contractor shall provide a revised Delivery Date. Contractor shall pay to the County as fixed and agreed liquidated damages, in lieu of all other damages due to such delay, for each calendar day between the specified Delivery Date and the date that Contractor actually completes the services, an amount of \$1,000.00 per day. The liquidated damages shall first be set off against the unpaid portion of the Contract price.

15. NOTICE OF MATERIAL CHANGES

15.01 The Contractor must immediately inform the County of material changes in its operation, ownership or financial condition. Material changes include, but are not limited to:

- A. Reduction or change in staffing assigned to the Contract.
- B. Decrease in, or cancellation of, insurance coverage.
- C. Delinquent payment, or nonpayment, of tax obligations.
- D. Delinquent payment, or nonpayment, of payroll obligations.
- E. Delinquent funding, or nonfunding, of pension or profit sharing plans.
- F. Delinquent payment, or nonpayment, of subcontractors.
- G. Termination of, or changes in, subcontracts.
- H. Transfer, sell, assignment or delegation to an entity other than the Contractor, of ownership or administrative services.

16. TERMINATION

16.01 The County may terminate this Contract without cause at any time, without incurring any further liability, other than as stated in this Article by giving written notice to the Contractor of the termination. The notice must specify the effective date, at least thirty (30) days prior to the effective date of the termination, and this Contract will terminate as if the date were the date originally given for the expiration of this Contract. If the Contract is terminated, the County will pay the Contractor for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Contractor accepts the payment, the Contract is satisfied. The parties agree that no payments under this section will exceed the amount payable under Article 8.

16.02 The County may terminate this Contract if the Contractor is in default of any of its obligations under the Contract, or has failed to comply with any of the material terms and conditions of this Contract, by giving written notice to the Contractor. Before the County exercises its right to declare the Contractor in default, the County must give the Contractor Notice of its default status and the reasons for such status. If the Contractor does not cure the default within five (5) working days, the Contract is deemed terminated twenty-five (25) days after the date of the Notice. If after Notice, the County determines that the Contractor was not in default, the rights and obligations of the parties are the same as if the Notice had not been issued. Upon terminating the Contract, County shall not incur any further liability to Contractor, except as provided in this Article, which sets forth Contractor's exclusive remedies. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Contractor shall be liable to the County for any costs to obtain and transition similar services, provided the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Contractor shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Contract. Such expenses shall be deducted from any monies due or which may become due the Contractor under the Contract. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any concurrent, successive or future contracts between the parties. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise. The rights and remedies of the County are not exclusive and are in addition to any other rights and remedies provided by law, including the collection of liquidated damages. The Contractor shall be liable to the County for any damages the County sustains by virtue of the Contractor's breach or any reasonable costs the County might incur in enforcing or attempting to enforce this Contract. Such costs shall include costs to secure the deliverables from another contractor, reasonable fees and expenses for attorneys, expert witnesses and other consultants.

16.03 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor must:

- A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional contract funds for payroll costs and other costs beyond the date as the County specifies.

C. As of the date the termination is effective, present all Contract records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, 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 report of receipts and expenditures of funds relating to this Contract.

E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated;

F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;

G. Submit within thirty (30) days a listing of all creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Contract.

16.04 Upon termination of this Contract, all Records prepared by the Contractor under this Contract or in anticipation of this Contract must, at the option of the County, become its exclusive property, whether or not in the possession of the Contractor. The Records are free from any claim or retention of rights on the part of the Contractor except as specifically provided. The County must return all the properties of the Contractor to it.

16.05 Any intentional failure or delay by the Contractor to deliver the Records 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. The Contractor will pay the County five hundred dollars (\$500) per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Contractor consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

16.06 Access to the records prior to delivery must be restricted to authorized representatives of the County and the Contractor. The Contractor has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

16.07 In addition, each party will assist the other party in the orderly termination of this Contract and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

17. ETHICS IN CONTRACTING

17.01 The Contractor must comply with Article 12 of Chapter 120 of the Wayne County Code governing "Ethics in Public Contracting."

17.02 Contractor's material misrepresentation or delinquency in the disclosures required by section 120 225 of the Wayne County Code constitutes a material breach of this Contract, 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 Contract as of the date of termination.

17.03 If the County determines that the Contractor has made a material misrepresentation or is willfully delinquent or knowingly evasive in the disclosures required by section 120 225, the Contractor and any other business which has substantially the same principal beneficiaries (as defined in section 120 238 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.

17.04 If the contract price is in excess of twenty thousand dollars (\$20,000), or the terms thereof require the approval of the Wayne County Commission, and the Contractor knowingly collaborate in or induces a violation of any of the ethical standards that are set forth in sections 120 225, 120 228, 120 229, 120 230 or 120 233 of the Wayne County Code, the County has the right to impose any one or more of the following sanctions:

A. Immediately terminate the Contract and require the Contractor to pay the County liquidated damages, and not a penalty of fifteen percent (15%) of the total Contract compensation;

B. Debar or suspend the Contractor 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.

17.05 Upon a showing that a subcontractor has paid a surcharge to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount of the surcharge was included in the price of the subcontract or order and ultimately borne by the County and that the County shall have the right to recover the amount of the surcharge from the Contractor. The County may also recover the amount of the surcharge from the subcontractor that paid or is paying the surcharge. Recovery by the County of the surcharge from one offending party shall not preclude recovery from other offending parties. The Wayne County Prosecuting Attorney may initiate and prosecute any civil action needed to enforce this article, if the Wayne County Corporation Counsel declines to do so.

18. NON-DISCRIMINATION PRACTICES

18.01 The Contractor and its subcontractors must comply with:

A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.

- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101 07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. Article XI of Chapter 120 of the Wayne County Code governing Equal Contracting Opportunity.
- G. Any other appropriate affirmative action provisions as may be required from time to time by the Director of Human Relations of the County. County shall promptly give notice of any such provisions to Contractor during the term of the Contract.

18.02 The Contractor and its subcontractors must not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment by the Contractor indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Article 11 of the Wayne County Code, headed "Equal Contracting Opportunity," or applicable state or federal law.
 - (i) Make or use a written or oral inquiry or form of application that solicits or attempts to elicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, or weight of prospective employees;
 - (ii) Make or keep a record of that information or disclose that information;
 - (iii) Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, weight, or prior criminal conviction or convictions; or
 - (iv) Make, before or during the initial application process, background checks or oral or written inquiries as to prior criminal conviction or convictions.
- E. Absolutely bar or otherwise preclude possible employment based on prior criminal conviction or convictions, provided that the prior criminal conviction or convictions is or are not directly related to the position being sought.

18.03 The Contractor and its subcontractors must not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Contract, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, familial status, marital status, creed, prior criminal convictions(s) or handicap. This Section does not apply if it is determined by the Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon the Contractor.

18.04 The Contractor agrees that its subcontractors shall be subject to and shall not violate the nondiscrimination provisions of section 120-192(a) of the Wayne County Procurement Ordinance in performing work on County contracts. The Contractor shall notify its subcontractors that they shall be subject to said nondiscrimination provisions, and shall include said nondiscrimination provisions in its subcontracts. The Contractor shall provide the County with a complete copy of any subcontractor agreement when requested.

18.05 If the Contract price is in excess of twenty thousand dollars (\$20,000), the Contractor shall comply with the slavery era disclosure requirements of section 120-192(f) of the Wayne County Procurement Ordinance, as implemented by the Wayne County Slavery Era Disclosure Affidavit the Contractor will complete as part of the contract approval process. If it is subsequently determined by the Division of Human Relations that the Contractor has not made a full disclosure in its affidavit of the information required by section 120-192, that failure shall constitute a substantial breach of the terms of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages as set forth in section 18.07, and debarment from any further business with the County.

18.06 Breach of any section 120-192 of the Wayne County Procurement Ordinance or of the covenants in this Article may be regarded as a material breach of this Contract.

18.07 If the Contractor does not comply with the non-discrimination and affirmative action provisions of this Contract, the County may impose sanctions, as it determines to be appropriate, including but not limited to:

- A. Withholding of payments to the Contractor under this Contract until the Contractor attains compliance;
- B. Cancellation, termination or suspension of this Contract, in whole or in part;
- C. Disqualification from bidding on future contractors for a period of no more than three (3) years;

D. Referral to Corporation Counsel for consideration of injunction, liquidated damages or other remedies; and/or
E. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the imposition of liquidated damages (not a penalty) in the amount of five hundred dollars (\$500) 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. The liquidated damages shall first be setoff against the unpaid portion of the Contract price, and the balance to be paid by the Contractor.

18.08 If the Contract is funded, in whole or in part, by federal funds and if the County has been authorized by the funding source to require an affirmative action commitment from contractors who are to be paid from those funds, Contractor must establish and implement a good faith plan and goal to eliminate the continuing effects of past discrimination, which is determined by the Division of Human Relations to be appropriate for that purpose.

18.09 In the event that this Contract is or becomes subject to federal or state law which conflicts with the requirements of section Article XI of the Wayne County Code, the provisions of the federal or state law shall apply and the Contract shall be interpreted and enforced accordingly.

19. NOTICES

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

If to the Contractor:

Phone: _____

E-mail: _____

If to the County:

Phone: _____

E-mail: _____

19.02 All notices are deemed given on the day of mailing. Either party to this Contract 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.

19.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

20. JURISDICTION AND LAW

20.01 This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract. Service of process at the address and in the manner specified in this Contract will be sufficient to put the Contractor on notice. The Contractor will not commence any action against the County because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

21. CONFIDENTIAL INFORMATION

21.01 If the County discloses confidential information to the Contractor's employees pertaining to the County's past, present and future activities, the Contractor must instruct its employees to regard all information gained by each person as a result of the services to be performed as information which is confidential and not to be disclosed to any organization or individual without the prior written consent of the County.

21.02 The Contractor agrees to take appropriate action with respect to its employees to insure that the obligations of nonuse and non-disclosure of confidential information concerning this Contract can be fully satisfied.

22. COMPLIANCE WITH LAWS

22.01 The Contractor must comply with and must require its employees to comply with all applicable laws and regulations.

22.02 The Contractor must hold the County harmless with respect to any damages arising from any violations of this Article by it or its employees.

23. CHANGES IN SCOPE/SERVICE

23.01 County may request changes to the scope of Services to be furnished or performed by the Contractor under the Contract, as well as changes in the time of performance of the Contract. All such changes shall be authorized by either Change Order or Contract Modification.

23.02 If any such change request increases or decreases the Contractor's cost of, or the time required for, performance of any part of the Services under this Contract, an adjustment may be made and the Contract modified in writing accordingly.

23.03 Contractor shall provide County with a written proposal to County's change request within five (5) business days of receipt of any such request. Contractor'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.

23.04 Contractor acknowledges that any change in the Contract 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.

23.05 If the County does not accept the Contractor'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.

23.06 Any adjustment in the Contract price shall be computed in the manner as the parties may agree. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract 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 Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of the time for completion.

23.07 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 Contractor. Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Contract.

23.08 No change to this Contract is effective unless it is in writing and references this Contract. If the change is a Contract Modification, it must be signed and acknowledged by duly authorized representatives of both parties. If the change is a Change Order, it must be signed by an authorized representative of the County.

24. DEBARMENT AND SUSPENSION

24.01 The Contractor certifies to the best of its knowledge and belief, that:

- A. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
- B. The Contractor and its principals have not, within a three (3) year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 24.01 b above; and;
- D. The Contractor and its principals have not, within a three (3) year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.

24.02 The certification in this clause is a material representation of fact upon which reliance was placed. When the County determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate this Contract for cause or default.

24.03 The Contractor shall provide immediate written notice to the County if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

24.04 The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

24.05 The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the County.

24.06 The Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

24.07 A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).

24.08 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

24.09 If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the County, the County may terminate this transaction for cause or default.

25. PROMPT PAYMENT

25.01 If the Contractor should subcontract a part of the obligations under this Contract to a business which has been certified by the County's Division of Human Relations as a small or disadvantaged business enterprise, the Contractor shall make prompt payments to each such subcontractor as the subcontract is performed which are at least equal to the prompt payments which are due to the Contractor under the provisions of this Contract. Unless alternate terms which have a similar purpose and effect are otherwise agreed upon in writing, the Contractor shall make payment within forty-five (45) days after delivery or satisfaction of the subcontract, or receipt of a complete invoice therefore, whichever is later. If an invoice is filled out incorrectly or contains a defect or impropriety, the Contractor shall notify the subcontractor of that fact within ten (10) days after receipt of the invoice. The 45 day period shall be extended by each day over five (5) days which the subcontractor takes to make a correction. If a payment is past due, the Contractor shall pay to the subcontractor an additional amount to be calculated on a daily basis which is equal to an annual rate of interest of nine percent (9%) (amount overdue X number of days overdue X .000246575). Interest shall not be due if payment is delayed because of a good faith disagreement between the Contractor and the subcontractor regarding contract performance and the dispute is resolved in favor of the Contractor. This provision is expressly intended to create a third-party right which is legally enforceable by a subcontractor. This provision does not, however, create a duty on the part of the County to seek enforcement of a default of this provision or to make payment to the subcontractor on behalf of the Contractor.

26. SUBCONTRACTING AND ASSIGNMENT

26.01 The Contractor may subcontract with the companies listed in Appendix C, List of Subcontractors. Appendix C shall identify each such subcontract by stating the name and address of the subcontractor, describing in a general manner the services that will be subcontracted, and stating the percentage of this Contract, by dollar value, that will be subcontracted. The Contractor shall not terminate any subcontractor, without the County's prior written approval. Such approval shall not in any way relieve the Contractor of full responsibility for the performance of the Contract. The Contractor shall provide the County with immediate notice when a Wayne County-based subcontractor is terminated or substantially displaced by a subcontractor who is not so qualified. The Contractor must also direct notices to the attention of the individual specified in the Notice provisions, Article _____. The Contractor must not assign this Contract, nor any part, or subcontract any of the work or services to be performed without the County's prior written approval. Any unauthorized assignment or transfer will be considered a breach of this Contract and result in the termination of the Contract at the County's discretion. If the Contract is not terminated, the assignment shall be deemed null and void.

27. BANKRUPTCY OR INSOLVENCY

27.01 If the Contractor is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Contractor or any of its property, whether it is a third party or Contractor as debtor-in-possession (referred to as "Contractor" in this Article unless the context clearly requires otherwise) the following rights, obligations and limitations control:

A. Contractor or any trustee must not assign any or all of its rights, title or interest, in or to this Contract, as this Contract is for the delivery of professional services and related services, as to which the County is entitled to insist upon performance solely by the Contractor.

B. Contractor or any trustee may only assume this Contract if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the County

(i) adequate financial capacity to employ or contract with sufficient personnel to perform the services assigned to the Contractor as provided in this Contract, and to pay for all services contracted for by the Contractor;

(ii) adequate financial capacity to own, operate, lease or obtain sufficient facilities and supplies to perform the services assigned to the Contractor as provided for in this Contract; and

(iii) adequate financial and professional capacity to maintain the professional standard provided in this Contract. The reasonable determination of the County as to the adequate professional capacity of the Contractor is determinative.

C. Because of the unique nature of the services this Contract requires the Contractor to provide, the Contractor agrees that any requests by the County that the trustee or it as debtor-in-possession assume or reject this Contract in a shorter time than provided for in 11 U.S.C. §365 is reasonable so long as the trustee or Contractor receives no less than five (5) business days' notice.

D. If this Contract is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Contract, the Contractor as debtor-in-possession or its trustee must cooperate with the County in arranging for the orderly transfer of responsibilities to persons or entities as the County may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.

27.02 Although neither party has the right to terminate the Contract merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any parties' property, each party retains all of the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code.

28. COMPLIANCE WITH CONSENT AGREEMENT

28.01 The parties acknowledge that this Contract is subject to Public Act 436 of 2012, MCL 141.1541 to 141.1575 ("Act") and the Consent Agreement between the County and the State Treasurer N.A. Khouri effective August 21, 2015 ("Consent Agreement"). A copy of the Consent Agreement is available at www.waynecounty.com/mb/consent-agreement.htm.

28.02 Upon written request of the County, the Contractor shall promptly and fully provide all necessary and requested assistance and information under the Consent Agreement and under the Act.

28.03 The Contractor shall promptly provide notice to the County Executive if the Contractor receives a request for assistance by an officer, employee, agency or contractor of the State Department of Treasury.

28.04 The Contractor shall promptly provide notice to the County Executive of knowledge or information of any action or omission that could be considered, or that could lead to, a failure to comply with or breach of the Consent Agreement or of a violation of state or federal law with respect to a matter relating to the Consent Agreement, including the Open Meetings Act, 1976 PA 267, the Uniform Budget and Accounting Act, 1968 PA 2, or the Emergency Municipal Loan Act, 1980 PA 243, by the County, the County Commission, the County Executive, or another officer of the County.

28.05 The Contractor shall immediately provide notice to the County Executive of any possible violations of the Consent Agreement by sending an email to consentagreement@waynecounty.com or by completing the submission form found at www.waynecounty.com/mb/consent-agreement.htm.

28.06 If this Contract is considered "Debt" under the terms of the Consent Agreement, it may not be executed or submitted to the County Executive or County Commission for approval until it has been submitted to the County Chief Financial Officer for approval and verification that the required State Treasurer's approval has been received.

29. MISCELLANEOUS

29.01 The Contractor covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

29.02 Articles 12, 13, 19, and 21 survive termination of the Contract.

29.03 All the provisions of this Contract are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

29.04 If any Affiliate of the Contractor takes any action which, if done by the Contractor, would constitute a breach of this Contract, the action is deemed a breach by the Contractor. "Affiliate" is a "parent", subsidiary or other company controlling, controlled by or in common control with the Contractor.

29.05 Neither party is responsible for force majeure events. If there is a dispute between the parties with regard to what constitutes a force majeure event, the County's reasonable determination is controlling.

29.06 Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Contract as a whole and not to any particular article, section, or other subdivision.

29.07 The headings of the articles in this Contract are for convenience only and must not be used to construe or interpret the scope or intent of this Contract or in any way affect the Contract.

29.08 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

29.09 The Contractor warrants that any products sold or processes used in the performance of this Contract do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. If a third party makes a claim against the County, the County must promptly notify the Contractor. The Contractor must defend the claim in the name of the County, at the Contractor's expense. The Contractor must indemnify the County against any loss, cost, expense or liability arising out of the claim, whether or not the claim is successful.

29.10 No failure by a party to insist upon the strict performance of any term of this Contract or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other then existing or subsequent breach.

29.11 The Contractor shall secure all permits necessary to perform the services and shall comply with all statutes, ordinance, and laws.

29.12 If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

29.13 This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

29.14 The County or the Contractor may contract with other firms providing the same or similar services so long as the Contractor's obligations to the County contained in this Contract will not be affected in any manner.

29.15 If the division of Human Relations determines that the Contractor has not made a full disclosure in its affidavit regarding its investments in, support or profit in some manner from the institution of slavery, that failure shall constitute a substantial breach of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages, and debarment from any further business with the County.

30. AUTHORIZATION AND CAPABILITY

30.01 The Contractor warrants to the County that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations. The Contractor further warrants that the person signing this Contract is authorized to do so on behalf of the Contractor and is empowered to bind the Contractor to this Contract.

30.02 This Contract is effective only upon review and approval by the Wayne County Commission.

31. SIGNATURE

31.01 The County and the Contractor, by their authorized officers and representatives have executed this Contract.

CONTRACTOR

COUNTY OF WAYNE

By: _____
WARREN C. EVANS

By: _____

Its: _____

Its: COUNTY EXECUTIVE

APPROVED AS TO FORM

By: _____
DEPT OF CORPORATION COUNSEL

303694

Rev9/14/15 1p.m.

SECTION 5 - REQUIRED FORMS

FORMS INCLUDED IN THIS SOLICITATION DOCUMENT:

- (1) Proposal Form
- (2) Purchasing Division Utilization of First-Tier Subcontractors located in Wayne County Form

FORMS THAT MUST BE DOWNLOADED FROM THE WAYNE COUNTY WEBSITE*

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

- (3) Business Information Questionnaire Form
- (4) Ethics in Contracting Vendor Form
- (5) W-9 Form (Standard IRS Form)
- (6) First Tier Subcontractor Designation Form (this Form is different than the "Purchasing Division Utilization of the First-Tier Subcontractor Form")
(Subcontractor participation may be marked as "TBD")
- (7) Fair Employment Practices (FEP) CERTIFICATE or EVIDENCE (**screenprint**) that an FEP application has been submitted online at www.waynecounty.com/vendormanagement.htm
(FEP is required for prime only).

*Download forms at: <http://www.waynecounty.com/purchasing>

*Download solicitations and addenda at www.mitn.info

PROPOSAL FORM

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

TO: WAYNE COUNTY:

The Undersigned hereby offers and, if the contract is executed by the County Executive, agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposals. The Undersigned further agrees to accept, via email or other electronic means, any and all notifications and contractual documents including, but not limited to, notifications, insurance verification requests, and purchase orders.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Proposers, including the 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, agrees to be obligated, if recommended for award of the contract and if the contract is executed by the County Executive, to provide the stated goods and/or services to the County for the term as stated in this RFP, 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 addenda 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 Proposal Form, the Proposer represents that: 1) the Proposer 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 Proposer will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

NONCOLLUSION:

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

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 proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

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

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

Email: _____

Title

Federal Tax ID

Acknowledged before me by _____ (name) as _____ (title)
of _____ (company) this ____ (day) of _____, 201__.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

**WAYNE COUNTY PURCHASING DIVISION
UTILIZATION OF FIRST TIER SUBCONTRACTOR FORM**

To be completed by Prime Contractors for "First Tier" Subcontractors Only

This form MUST be completed by all prime contractors that want to receive evaluation points for utilizing subcontractors located in Wayne County.

THIS FORM IS ONLY FOR SUBCONTRACTORS LOCATED IN WAYNE COUNTY.

Failure to provide this form will not allow the Proposer to receive evaluation points for the utilization of subcontractors located in Wayne County.

RFP/RFQ CONTROL NO: _____

1. CHECK ONE:

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

OR

☐ CONSTRUCTION contract (over \$100,000? ☐ YES ☐ NO)

2. 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 _____ RFP/RFQ Control No, _____

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:			

TOTAL PERCENTAGE OF SUBCONTRACTORS UTILIZED: _____

APPENDIX B

CONTRACTOR'S RESPONSE TO RFP NO. 37-15-090

The Charter County of Wayne, Michigan

Response to Request of Proposals for Federal Lobbying Control No. 37-15-090

October 29, 2015

Lucius A. Vassar
500 Woodward Ave
Suite 3500
Detroit, MI 48226
313.965.8241
lvassar@clarkhill.com

CLARK HILL

EXECUTIVE SUMMARY

Clark Hill PLC ("Clark Hill") is honored to present detailed capabilities and relevant experience that will support the advancement of the Charter County of Wayne, Michigan ("the County"). As a Wayne County Headquartered firm, with a strong presence in Washington, D.C., we believe we are uniquely positioned and highly qualified to work with the dynamic leadership team assembled by the Wayne County Executive Warren C. Evans. We want to be an integrated component of your federal advocacy efforts and not merely a firm in D.C. who provides periodic updates and feel good meetings on the hill.

Clark Hill's response to this Request for Proposal will detail the distinct advantage of having seamlessly integrated advocacy efforts from a team that is physically with you in Wayne County, while working for you in Washington, D.C. We will develop a work plan that incorporates the vision and objectives of the Wayne County Executive in a dynamic approach that adapts to the challenges and opportunities of an ever-changing political environment. We do not offer a static plan that was created for another unit of government and attempt to make it fit for you. Our tailored approach will align our efforts with the County's needs, focusing on support for Wayne County residents in the areas of health and community wellness, infrastructure, transportation, and economic development.

Unlike a D.C.-based firm, we know Wayne County at a deep level. Members of our team have served in Wayne County in elected and appointed positions. We believe that under the leadership of Warren C. Evans, that there is an opportunity to bring greater federal resources to the County through a coordinated effort of Wayne County stakeholders in the public and private sector. As a part of your team, Clark Hill will increase the County's influence through a strong presence in our nation's capital with coordinated engagement of governmental and non-governmental stakeholders in Wayne County.

a. EXPERIENCE AND QUALIFICATIONS

i. Submit information that substantiates the Contractor meets each and all of the minimum qualifications of this RFP. A reference contact or document that can verify that the Contractor has met the minimum qualifications is also required for each minimum qualification listed in the RFP.

Minimum Qualifications:

a) Each of the Principals of the Proposer must have at least five years of experience working in the government relations or legislative advocacy arena.

Clark Hill will provide a team of highly skilled and experienced advocates to advance the County's federal agenda. Our Principal Lead will be Lucius A. Vassar, who will coordinate our overall activity from his location in Wayne County. Working with Lucius in Washington, D.C. and leading the Clark Hill team in our nation's capital will be Charlie Spies, Governmental Affairs Practice Group Leader and Member in Charge of the Washington, D.C. office. Both Lucius and Charlie far exceed the minimum qualifications of at least five years of experience in the government relations or legislative advocacy arena.



Lucius A. Vassar, Esq. has 25 years of governmental relations experience and maintains many longstanding relationships with Michigan's most influential leaders.



Charles R. Spies is the leader of Clark Hill's national Political Law practice, as well as the Member in Charge of the Washington D.C. office. Charlie has over fifteen years of experience providing strategic counsel at the highest levels in Washington D.C. and nationwide. In 2015, he was listed as #2 on POLITICO Magazine's "POLITICO 50: A Guide to the thinkers, doers and visionaries transforming American Politics in 2015". He counsels a broad range of corporations, organizations, candidates, officeholders, and individuals confronting challenges and opportunities at the intersection of political and issue campaigns, government ethics, law and public policy.

b) If the Proposer or its key personnel comprises a team of various members of the firm to service this contract, each team member to be assigned to the Wayne County engagement must have at least three years' experience within the last five years in providing governmental affairs consulting services to, or other legislative experience working with, municipal, county or other governmental entities.

We have carefully selected a team that will serve Wayne County. All of these professionals exceed the minimum qualifications and have at least three years' experience within the last five years in providing governmental affairs consulting services, or other legislative experience working with, municipal, county or other governmental entities. Additional core team members to meet the Charter County of Wayne's federal lobbying needs are:



Reginald Turner is a member of the Executive Committee of Clark Hill PLC, and a director of Comerica, Inc., and Masco Corporation. Turner is a highly accomplished government affairs advisor. He advocates effectively for corporate clients in federal, state and local matters. He has significant governmental service experience at all three levels. Turner served as a White House Fellow under President Clinton, and worked for U.S. Housing and Urban Development Secretaries Henry Cisneros and Andrew Cuomo. He has also had gubernatorial, mayoral and county executive appointments in Michigan.



Andrew C. Richner is a Member in Clark Hill's Government and Public Affairs Practice Group. He has served the citizens of Wayne County as a City Councilman in Grosse Pointe Park, a Wayne County Commissioner and member of the Michigan House of Representatives. He currently serves on the Board of Regents for the University of Michigan.



Tom L. Kelly is a Director of Government Affairs who works out of both Clark Hill's Washington D.C. and Detroit office. Director of Governmental Affairs, Tom Kelly, who works out of both the Washington, DC and Detroit office, He came to Clark Hill from the White House where he served as a Senior Policy Advisor in the White House Domestic Policy Council, with a portfolio that covered: workforce development/training, transportation, infrastructure and financial literacy. In this role Tom assisted with drafting Executive Orders and developing the President's budget in policy areas for which he held responsibility. He also had significant engagement with Members of Congress and staff to ensure that the President's priorities were being represented in legislation.

Prior to joining the Domestic Policy Council he served as Deputy Director of the Office of Recovery for Automotive Communities and Workers, which was a White House Council housed at the United States Department of

Labor (DOL). In this latter role, Tom worked directly with communities adversely impacted by the restructuring of the domestic automotive industry to identify Federal competitive and formula grant opportunities for which to apply, and then assisted with the application. Furthermore, Tom helped these communities to with engage with the agencies tasked by President Obama to work within the Council. Specifically, Tom oversaw significant work between the United States Departments of Labor, Commerce and Housing and Urban Development (HUD), in addition to the Environmental Protection Agency and the Small Business Administration and communities needing of support.

Finally, it should be noted that prior to his tenure at the White House, Tom worked in the Office of the Chief Financial Officer and Office of Congressional and Intergovernmental Affairs at the United States Department of Housing and Urban Development. In this role, Tom served as the liaison between HUD and the United States Senate Committee on Appropriations, Subcommittee on Transportation, Housing and Urban Development, and Related Agencies, Committee on Banking, Housing and Urban Affairs, Subcommittee on Housing, Transportation, and Community Development and the United States House of Representatives Committee on Appropriations, Subcommittee on Transportation, Housing and Urban Development, and Related Agencies. Moreover, he worked directly with HUD's Budget Office and the President's Office of Management and Budget as HUD developed, presented, appealed and confirmed budget priorities.



Kenneth von Schaumburg is a Member in Clark Hill's Washington DC office and chairs the firm's Environment, Energy & Natural Resources practice. Prior to joining Clark Hill, Ken headed the Washington DC office of a prominent Phoenix based law firm where he focused on environment and natural resource law and policy advocacy for the mining, oil & gas and agricultural industries. Ken previously served as the Deputy General Counsel and Special Counsel to the United States Environmental Protection Agency. Ken's input was a critical factor in a successful EPA Brownfields grant award for Wayne County in 2013.



Michael J. Ferrell is a Member in Clark Hill's Washington D.C. office, where he focuses his practice on advising clients on a variety of legislative and political issues. Ferrell is a veteran lobbyist with more than four decades of experience as a Congressional staffer and as an attorney in private practice. His clients come from an array of areas: financial services, housing, homeland security, trade associations and foreign governments.



Carlos M. Gutierrez, Jr. is an Associate in Clark Hill's Government Affairs Practice. Carlos has worked in various capacities in the U.S. House of Representatives both in the GOP House Policy Committee and as a legislative aide for Congressman Mario Diaz-Balart (FL-25) where he focused on immigration, finance, banking and trade.

ii. Describe how the Contractor meets or exceeds the Preferred Qualifications listed in this RFP.

Preferred Qualifications:

a) Has at least five years of experience within the last seven years representing municipalities and/or counties within the State of Michigan; and/or

Another distinct advantage of Clark Hill that would benefit the County is our extensive experience in representing a variety of public bodies in the State of Michigan. Clark Hill serves as general counsel of numerous other governmental and inter-governmental entities including brownfield redevelopment authorities, downtown development authorities, economic development corporations, fire and other emergency services boards and authorities, libraries, local development finance authorities, sanitary sewer authorities, tax increment financing authorities, utility authorities, water authorities, and other specialized entities. Our wealth of experience working with government entities provides an established network that will enable us to move quickly in regard to the County's objectives.

As a Detroit-headquartered firm, we have significant experience interacting with municipalities and their respective authorities throughout Wayne County's jurisdiction and beyond. To date, we have represented more than 200 municipalities and school districts as general counsel, special counsel or bond counsel.

A partial list of the municipalities within the State of Michigan that Clark Hill has represented within the last seven years, in areas from serving as outside general counsel to bond financing to providing legal counsel on litigation matters to lobbying include, but are not limited to:

- | | | |
|----------------------------------|----------------------|--------------------------------|
| • City of Battle Creek | • Constantine | • City of Grand Blanc |
| • Charter Township of Bloomfield | • Corunna | • Grand Blanc Charter Township |
| • Belding | • Croton Township | • City of Grand Haven |
| • Brevort Township | • Delta Township | • City of Grand Rapids |
| • Bridgman | • City of Detroit | • Grosse Pointe Township |
| • Carson City | • Dowagiac | • Hesperia |
| • Cascade Township | • City of Ecorse | • Ingham County |
| • City of Cedar Springs | • Egelston Township | • Iron County |
| | • Elm River Township | |

- L'Anse
- City of Lansing
- LaGrange Township
- Leighton Township
- City of Lowell
- Macomb County
- Mackinac County
- Mancelona
- City of Mason
- City of Pontiac
- Roosevelt Park
- Sand Lake
- South Haven, City of
- Stanton
- Tyrone Township
- Van Buren Charter Township
- Vandalia
- Watervliet
- Wayne County

b) Has at least five years of experience within the last seven years representing municipalities, counties, or other governmental entities, including at the Federal level; and/or

For at least five of the last seven years, Clark Hill has experience in representing the City of Detroit and other Wayne County based governmental entities at the Federal Level. Lucius Vassar, Reginald Turner, and various members of the Clark Hill Government and Public Affairs team in Washington, D.C. provided contract lobbying services to the City of Detroit. We were selected over several Washington, D.C.-based law and lobbying firms to represent the City of Detroit and receive approval of our contract by the Detroit City Council. We worked closely with Mayor Dave Bing and his Executive Team and during part of the tenure of the Emergency Manager. We successfully assisted the Mayor and city leaders in obtaining competitive federal grants and strengthening relationships with member of Congress and key federal agencies, such as HUD and the Department of Justice.

Additionally, Clark Hill has represented the Economic Development Corporation of the City of Detroit with the United States Department of Housing and Urban Development. We have advanced the interests of the EDC in the Community Development Block Grant program, which has been recently deployed by Mayor Mike Duggan as what is known as the Motor City Match program. This program has awarded hundreds of thousands of dollars to Wayne County businesses.

Clark Hill is engaged in landmark environmental issues throughout the country. Ken von Schaumburg currently serves as lead counsel to the Florida Department of Environmental Protection and the Florida Fish & Wildlife Conservation Commission in the Multi-District Litigation *In Re: Oil Spill By the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, On April 20, 2010, MDL No. 2179*, and is the first outside counsel ever hired to represent the Virginia Department of Environmental Quality.

Ken regularly practices policy advocacy before Congress and federal agencies, such as the US EPA. He was influential in a significant Indian water rights settlement and the Congressional passage of *The Bill Williams River Water Rights Settlement Act of 2014*. He currently is working on the passage of several other significant legislative and regulatory initiatives including CERCLA 108(b) financial assurance, TSCA reform, critical mineral, and Good Samaritan legislation on behalf of the hardrock mining industry.

c) Has at least five years of experience within the last seven years with Federal legislative and rulemaking processes, Federal appropriations and budget processes, and/or Federal Executive Agency competitive grant processes, including both identifying opportunities and assisting governmental entities in the successful submission of grant applications; and/or

Our representation of the City of Detroit involved the identification of opportunities and assistance in the successful submission of grant applications. An example that currently benefits Wayne County is the 2013 Environmental Protection Agency Brownfields Assessment Grant. Clark Hill assisted in the development of a collaborative grant submission from the City of Detroit, Wayne County and the Detroit-Wayne County Port Authority. The successful grant award of \$600,000 is being used for environmental site work at more than 20 sites in Wayne County.

Another example that has Wayne County impact is our work with Congressman Dan Kildee to persuade the U.S. Treasury Department to allow a subset of Troubled Asset Relief Program funds, known as Hardest Hit Funds, to be repurposed for use as demolition funds in the State of Michigan and across the nation. Although Treasury initially declined to allow the use of funds from traditional mortgage foreclosure prevention programs for demolition, the department changed its position after Congressman Kildee introduced legislation for this purpose and worked with Clark Hill to get cosponsors that would cause the bill to advance. Rather than open TARP for amendment, Treasury allowed HHF to be used for demolition. A significant portion of the more than \$100 Million awarded to Michigan has come to Wayne County.

d) Has verifiable relationships with Federal departments and agencies including, but not limited to, departments and/or agencies of the Federal government which govern, oversee or otherwise provide funding for roads, health and human services, veterans services and/or public safety.

Among the Clark Hill team of governmental professionals who will be working on behalf of the County, we have individuals with direct federal agency experience spanning several decades and previous presidential administrations. We also have a professional who has served recently in the Obama administration. As a former senior White House official, and political appointee of the United States Department of Labor, Tom Kelly maintains critical relationships throughout the Executive Branch; specifically at the White House Domestic Policy Council, White House Council of Economic Advisers, White House National Economic Council, the President's office of Management and Budget, the US Department of Labor – Employment and Training Administration, the US Department of Transportation, the US Department of Health and Human Services and the US Department of Homeland Security. Although we are in the waning days of the Obama Administration, we believe that Tom's relationships would serve the County well.

Clark Hill maintains key relationships on both sides of the aisle. Charlie Spies is one of the foremost political law leaders in the country with extensive ties to Republican congressional leadership.

iii. Provide background information about the Contractor, including a general overview of the history and background of the Contractor, and information about its principals, staff size, main office location, existence and location of branch offices, etc., and the types of services the company performs.

The County will be primarily served out the firm's Detroit, MI and Washington, D.C. offices, but will have access to the resources of our entire team of attorneys and professionals in other Clark Hill offices if needed. Clark Hill is an entrepreneurial, full-service law firm serving clients in all areas of business legal services, government and public affairs, and personal legal services. Clark Hill traces its history to 1890, and we now have a roster of more than 350 attorneys and professionals. In 2013, we were ranked as the fastest growing Am Law 200 firm.

In addition to our four Michigan offices, Clark Hill also has offices in Pittsburgh and Philadelphia, Pennsylvania; Chicago, Illinois; Washington, D.C.; Phoenix, Arizona; Morgantown, West Virginia; Wilmington, Delaware; and Princeton, New Jersey.

We combine the specialized offerings of a boutique firm with the full range of services provided by a mid-size regional firm with global reach. Our firm is organized into 16 practice groups serving clients in all industries. As a full-service law firm we offer clients a clear advantage. Working as a team, our attorneys and professionals from each of the practices and industries regularly collaborate to assess current and future legal issues.

In return, clients receive an unparalleled level of review that is thorough and comprehensive. Our team approach extends across our firm's practice areas, providing the specialized expertise necessary to resolve client issues.

iv. Identify and provide a detailed current resume for the proposed lead individual for the Contractor for this assignment, including full work history, special qualifications and demonstrated experience.

A complete biography for Lucius A. Vassar is available as Appendix A.

Lucius has carefully cultivated and maintained relationships for over 25 years in governmental relations in Michigan. He began his career as Chief of Staff for State Senator Virgil Clark Smith, who currently serves as a judge on Wayne County's Third Judicial Circuit. He was personally recruited by Dennis Muchmore, founder of Muchmore Harrington Smalley and Associates and current Chief of Staff to Governor Rick Snyder. He served the citizens of Wayne County as an appointed official in the City of Detroit, including as Chief Administrative Officer where he led Detroit's local, state and federal policy teams, including its state and federal lobbyists. In his six

years at Clark Hill he has cultivated relationships across Wayne County. He would be honored to have the opportunity to lead Clark Hill's team on behalf of the County.

v. Identify the specific staff members of the Contractor proposed to be assigned to perform the requested services on behalf of Wayne County, and provide current professional resumes for each proposed team member.

Complete biographies for the proposed team are available as Appendix B. They are also viewable online at:

Reginald Turner	http://www.clarkhill.com/people/reginald-m-turner
Andrew C. Richner	http://www.clarkhill.com/people/andrew-c-richner
Charles R. Spies	http://www.clarkhill.com/people/charles-r-spies
Tom L. Kelly	http://www.clarkhill.com/people/tom-l-kelly
Kenneth von Schaumburg	http://www.clarkhill.com/people/kenneth-von-schaumburg
Michael J. Ferrell	http://www.clarkhill.com/people/michael-j-ferrell
Carlos M. Gutierrez, Jr.	http://www.clarkhill.com/people/carlos-m-gutierrez-jr

vi. Describe the Contractor's management structure for this contract with clear identification of the specific services each staff member will provide.

Clark Hill embraces a collaborative approach that incorporates the expertise of a core team of attorneys and lobbyists who will represent the County on a consistent basis. This multidisciplinary approach enables us to access a comprehensive knowledge base relevant to the County's needs. By identifying a lead attorney, Lucius Vassar for Wayne County, Clark Hill ensures that the County will have regular access to a key contact who is both familiar with the County's government affairs activities and regularly accessible, as well as able to respond to the County's needs in a timely manner. Lucius will be supported by an extended team of lobbyists and government affairs professionals, each of whom will invest time and resources into understanding the County's needs and preferences to ensure that Clark Hill delivers value-added service in a strategic and proactive manner – *on a consistent basis*.

As strategic counsel and trusted advisors, our proposed core client team members will begin by gaining a thorough understanding of the County's existing strategy, as stated by its leaders, objectives and unique risks/challenges. We will use that knowledge proactively to aid the County in identifying, avoiding and resolving conflicts in a manner that will help the agency achieve its objectives, and effectively manage risks, costs, and other factors that could hinder the County's ability to implement a transit plan.

As part of our commitment to transparency and accountability, we engage our clients in a consistent stream of communication, including a standing series of scheduled meetings/calls.

From a Firm perspective, has a strong internal management and administrative structure and team in place to support our attorneys and professionals to ensure that our counsel and service

is focused on our clients and not on internal issues. Clark Hill is led by a seven-member management committee. Our Firm CEO, who is also an attorney, is a member of the management committee. We are organized into 16 Practice Groups, each of which has a Practice Group leader (an attorney) and some of which have Practice Group directors (business persons with financial and operations responsibilities). Each Practice Group is responsible for achieving its targeted financial goals. Each Member of the Firm and each attorney is also responsible for achieving their own personal financial goals. The Firm has a Chief Operating Officer who oversees all operations, finance, Human Resources and Information Technology. The Chief Marketing Officer and leader of Business Development report directly to the Chief Executive Officer.

Our managerial and fiscal system has been structured to be on par with similar Firms that also appear on the AmLaw 200 list.

vii. Provide an outline of the Contractor's experience in the following:

1. Government relations at the Federal level

Clark Hill has been representing clients with government affairs and lobbying interests for many years and it is our unique ability to capture clarity and see the big picture that sets us apart. From advising clients on legislation and regulation before the state government to advocacy in the implementation of broad, sweeping actions by the federal government, Clark Hill offers a commanding and comprehensive perspective.

While most firms only provide clients with a narrow perspective, we are able to provide detailed legislative, policy, and regulatory insights that directly impact our clients' business. And while others may overlook the details, we ensure that our clients receive a global perspective in addressing their needs.

Our broad, expert lens, within the Clark Hill full-service frame, offers unmatched strategic counsel to public and private-sector institutions on government affairs, public affairs, business advisory, and private-public sector financing.

From all angles and from all directions, our sought-after bipartisan team of government and public affairs professionals has the experience, determination and initiative to make things happen for our clients at the federal, state and local levels, and beyond.

The Clark Hill government affairs and public affairs group helps clients uncover and understand the ever-changing political, legislative and regulatory environment affecting their operations.

At the center of our tailored solutions is our expansive network of agency, legal, industry and political relationships that form an array of unmatched access and influence opportunities for Clark Hill clients. These established linkages put our integrated service offering in focus.

With a proven track record in business development, economic development and government lobbying, Clark Hill's role as a steadfast client advocate with the executive and legislative branches of government is unmatched in the industry. Clark Hill teams work on a federal, state-wide and local basis to identify and form coalitions of like-minded individuals and businesses.

Our team is an established leader in government relations in state capitols and Washington, D.C. We offer complete direct lobbying services and representation at the federal, state and local levels. Our team analyzes and frames your business objectives, then develops a solid plan with key officials to help you achieve them. We understand the policies and procedures necessary to navigate the relationship between business and government, and we act as a liaison for our clients, to ensure they receive the exposure, attention and representation necessary to address their issues and achieve their goals.

We provide policy and legislative monitoring, political analysis, and opposition research for our clients. Our team applies state-of-the-art research tools to review legislative history, committee reports, congressional records, bills, resolutions and other government resources. We supply reports and research data to position our initiatives at the forefront of key political agendas and recommend action in the best interest of our clients.

Our team creates funding strategies, procurement assistance, and budget and appropriations requests. We work with clients to secure funding through federal, state and local government for various initiatives. We recognize that these funding strategies are useful in accomplishing other legislative and policy goals, and we develop plans and monitor their progress to assist in those endeavors.

2. Lobbying and legislative experience related to representation of governmental entities

Clark Hill's experience representing clients with government affairs and lobbying interests for has been central to our selection of the County's proposed core team. We pride ourselves on our ability to understand the government landscape as a whole, as well as our ability to capture and respond to the minutiae that will benefit the County's need for federal government advocacy.

Our government affairs professionals have tenures that include positions as elected officials and senior executives in the federal, state and local governments and political campaigns. Specifically, some have served as state legislative and congressional chiefs of staff, senior gubernatorial staff, and statewide elected officials. In addition, Clark Hill's political law team has represented U.S. presidents and presidential candidates, U.S. senators, U.S. representatives, governors, state treasurers, and political candidates at all levels of government. Clark Hill has carefully selected a core client team that can bring this experience to bear on behalf of the County.

Clark Hill's government and public affairs group helps clients navigate the ever-changing political, legislative, and regulatory environments that are most likely to impact the client's operations and initiatives. Our expansive network of agency, legal, industry, and political relationships offers unmatched access and influence opportunities for our clients. Specifically, our experience in government and public affairs results in tangible contributions to the County's overall purpose.

Advocacy

Clark Hill has a successful track record serving as a client advocate within the executive and legislative branches of government, experience that is unparalleled among other law firms. Our client teams interact at federal, state and local levels, forming or participating in coalitions that bring strength to the causes of our clients. The County's core client team will engage in proactive advocacy to help advance transit initiatives within the agency's four-county jurisdiction.

Lobbying

The County's proposed core client team includes established government affairs professionals who are recognized in Michigan, as well as Washington, D.C. Our team will provide comprehensive and direct lobbying services at the federal, state and local levels, as dictated by the County's need for legislative counsel. All team activities will be analyzed and framed with the County's objectives in mind. We will serve as the liaison between the County and government entities that have the power to impact policies that could advance or hinder the County's mission. Our team has the capacity to garner exposure and to provide representation necessary to help the County capitalize on government legislation and funding opportunities within the realm of transportation, funding for Veterans programs, and other related areas.

Legislative Monitoring

Policy and legislative monitoring, political analysis, and opposition research is an important component of our government affairs service offerings. Clark Hill employs state-of-the-art research tools that allow our client teams to review legislative history, committee reports, congressional records, bills, resolutions and other government resources on a real-time basis. This steady stream of reference will enable us to effectively position the County's initiatives as part of key political agendas. This will expand opportunities for us to recommend action that will best serve the County's legislative interests.

Business Development

Our firm has been very successful in creating and implementing funding strategies, procurement assistance, and budget and appropriations requests. We will engage this

experience to help the County identify and secure funding at the state and federal levels, and we will monitor and report on the progress of these endeavors on a consistent basis.

Political Law

Clark Hill's bipartisan Political Law team has direct experience with federal and state campaign finance and election laws, lobbying compliance, and government ethics. Several of our team members have served as elected officials and staff in the executive and legislative branches of federal, state and local governments, as well as in senior roles in political campaigns and political parties. A sampling of our experience follows:

- Strategic counsel, including that related to political party committees and political campaigns
- Tax-Exempt Organization guidance and political and issue advocacy activities
- Congressional and Executive branch investigations
- FARA and FCPA compliance
- Representation of corporations and trade associations with respect to Federal Lobby Disclosure Act filings, multi-state lobbying, congressional ethics, and state and local compliance and reporting
- Government ethics counseling
- Political and First Amendment litigation

Public Contracting

Clark Hill's Government Contracts practice is national in scope, with attorneys and other professionals in Washington, D.C., Chicago, Detroit, Lansing, Phoenix, and Pittsburgh. Our group often works in tandem with Clark Hill attorneys in other practice groups, including members of the Construction, Corporate, and Labor and Employment practice groups, to address transactional matters and program compliance issues in a wide variety of industry segments.

Many of Clark Hill's professionals have previous experience as government contract professionals, as well as distinguished careers within the federal government, including senior positions with the Army Corps of Engineers, the U.S. Departments of State, Treasury, Interior, Justice, and Energy, as well as the Environmental Protection Agency and the Small Business Administration. As a result, Clark Hill's government contracting attorneys have developed and maintained longstanding relationships with numerous government officials at all levels.

Because we understand the inner workings of government at the federal and state level, our team is very effective in helping our clients achieve their federal business objectives. For some clients, this translates into providing goods and services to the federal government, which is a major procurer of every conceivable good and service, from office supplies to software and IT services to construction of public buildings and complex manufacturing for

advanced defense systems. Clark Hill helps clients manage these opportunities, as well as the associated and sometimes significant challenges and risks.

The County's core client team possesses a broad range of public contracting experience that is applicable to the County's goals; additionally, the full scope of our firm's member experience provides an expanded and available resource.

Our government contracts clients include environmental engineering contractors; defense and civilian agency contractors; information technology providers; construction general contractors and subcontractors; energy; and manufacturers of advanced components and systems. We represent large established players as well as small, emerging companies and organizations in every aspect of the government procurement and contracting process, through every phase of the acquisition life cycle.

Economic Development

Clark Hill's Economic Development and Tax & Incentive group is comprised of a number of experienced attorneys and professionals who help clients manage the push and pull that exists when government and business interests intersect.

As the number and complexity of government-sponsored economic development initiatives expands, Clark Hill has had the opportunity to provide counsel to a growing number of businesses, nonprofit entities and government agencies that need guidance on matters of economic development. Our proprietary, programmed approach has helped our clients access and integrate federal and state funding resources to achieve their economic development objectives.

In Michigan and Washington, D.C., in particular, Clark Hill has helped clients identify, analyze and access economic development and tax & incentive programs on federal, state and local levels. Our attorneys also ensure that our clients remain compliant with the terms of each program. We are equipped to deliver this same value proposition to the County.

Tax Incentives & Grants

The federal and state governments play essential roles in economic development, from both a regulatory and financial perspective. Offering tax incentives is a common way to promote development, and many projects would not gain traction were it not for these tax incentives. Clark Hill's experts know how to differentiate the types of incentives, and to determine the potential benefit that each might contribute to a particular County project. Our ability to make informed decisions regarding local, county, state and federal incentives could impact financial benefice by millions of dollars.

Clark Hill will introduce the potential value of tax incentives at an early stage, so that we can determine which, if any, types of incentives would offer the greatest value in relation to the

County's objectives. We have found on occasion that clients can benefit from competition between municipalities or other government entities, and we will investigate this potential opportunity as well.

In addition to securing relevant tax incentives, the County's core client team would also help protect those assets by ensuring accountability through ongoing benchmarks and compliance. We have directed client economic development projects that include:

- Crafting and implementing a federal affairs strategy that netted more than \$1.3 billion in federal grants for vehicle electrification
- Collaborating with local, county and state governments to create new tax incentives
- Ensuring the successful passage of legislation that would fast track a brownfield exemption, enabling the project to proceed
- Enabling non-profit entities to maintain their non-profit status while tapping tax credits originally designed with for-profit companies in mind
- Enabling a client to acquire an additional \$200 million of incentives for a specific project

Our ability to encourage collaboration among federal, state and city governments, as well as urban and economic development groups has helped us successfully secure a significant volume of credits and incentives for our clients.

Transportation Law

Clark Hill transportation attorneys have extensive experience in all aspects of the transportation industry – including public transit, maritime, aviation and trucking industries. We serve a diverse body of transportation clients, ranging from over-the-road trucking companies to airlines, railroads, consolidators, maritime vessels, customs brokers, expeditors, storage facilities and logistics companies. We have a unique skill set that enables us to effectively represent our clients in transportation matters as needed before governmental agencies that include the Department of Transportation, National Labor Relations Board, Equal Employment Opportunity Commission, Department of Labor, Department of Civil Rights, Department of Immigration and Naturalization Service, and the United States Customs Service.

Our Transportation Law team consciously remains current on evolving aspects of transportation law by practicing before state and federal courts and administrative agencies and through participation in a number of transportation associations and organizations. A sampling of these organizations includes the Michigan Trucking Association, Transportation Lawyers Association, Conference of Freight Counsel, Maritime Law Association, National Association of Railroad Trial Counsel, Transportation Industry Defense Association, North American Transportation Employee Relations Association, American Trucking Associations and the Canadian Transport Lawyers Association.

The County's core client team possesses a broad understanding of the transportation. Our aggregate experience, along with the most advanced technology and industry contacts, will enable us to benefit the County in its transportation needs in a prompt and cost-efficient manner. Our areas of expertise include:

- Public Transit
- Admiralty & Maritime
- Aviation
- Consolidators
- Customs Brokers
- Logistics Providers
- Over The Road Haulers
- Railroads

3. Working with Federal departments and agencies on appropriations and grantwriting.

- In responding to this item:

a. Include each proposed team member's experience working with the executive and legislative branches of the U.S. Government

Each member of the Clark Hill team that would be dedicated to serving the County has experience working with the executive and legislative branches of the U.S. Government. As you will note in review of the team biographies, we represent a range of executive, legislative and agency staff spanning several decades and including the current White House. This history, combined with regular engagement with government officials positions Clark Hill to have the advantage of institutional knowledge and current relationships, such as the newly elected Speaker of the House Paul Ryan and his staff.

b. Provide information regarding past experiences of the Contractor and proposed team members relating to Federal lawmaking, Federal budget and appropriations process, and other relevant lobbying experience including discretionary grants and approvals for multi-year funding.

As previously detailed, our recent experience as federal lobbyist for the City of Detroit is an example of relevant lobbying experience that has impacted Wayne County. Our local presence allowed us to not only work directly with the Mayor's executive leadership team but to participate in drafting sessions and information exchange on competitive grant responses. Beyond merely identifying opportunities, we have worked to create opportunities through the interplay and political dynamics of the legislative and executive branch, as exemplified by the introduction of TARP legislation by Mr. Kildee that resulted in a favorable administrative determination by Treasury.

viii. Include a representative listing of similar services provided by the Contractor or key personnel within the last five years, including the name of each client represented by the Contractor in the provision of such services and the client's location, the name of the Contractor's team leader for each such representation and an explanation of the Contractor's specific tasks and responsibilities for each client.

CLIENT: City of Detroit –Federal Lobbying
CLIENT CONTACT: Kirk Lewis, Former Deputy Mayor
kirk_lewis50@bluespringsmetals.com
LOCATION: Detroit
TEAM LEAD: Lucius Vassar in Detroit. Charlie Spies in Washington, D.C.
TASK: Development and implementation of Federal Lobbying strategy.

CLIENT: Economic Development Corporation of the City of Detroit
CLIENT CONTACT: Michael Forsyth, Program Manager
mforsyth@degc.org
LOCATION: Detroit
TEAM LEAD: Lucius Vassar
TASK: Community Development Block Grant Counsel

CLIENT: Securitas
CLIENT CONTACT: Jim McNulty, Executive Vice President
jim.mcnulty@securitasinc.com
LOCATION: Chicago
TEAM LEAD: Mike Ferrell
TASK: Lobbying various US Agencies on Federal Building Security Contracting

CLIENT: Florida Department of Environmental Protection
CLIENT CONTACT: Larry Morgan, Chief Deputy General Counsel
larry.morgan@dep.state.fl.us
LOCATION: Florida
TEAM LEAD: Ken von Schaumburg
TASK: Deepwater Horizon litigation and EPA regulation

CLIENT: Virginia Department of Environmental Quality
CLIENT CONTACT: Jefferson D. Reynolds, Director, Division of Enforcement
jefferson.reynolds@deg.virginia.gov
LOCATION: Virginia
TEAM LEAD: Ken von Schaumburg
TASK: First ever outside counsel to Commonwealth of Virginia

b. WORKPLAN FOR THIS ENGAGEMENT

i. Submit a detailed workplan explaining how the Proposer will perform all services included in the Scope of Work section, including how you will assign each member of your proposed team (if applicable).

Clark Hill will meet and exceed the responsibilities identified in the Scope of Services in this Request for Proposal. Based upon our understanding of the County's needs, our workplan would primarily focus on:

- Support for the new Health, Veterans, and Community Wellness Department
- Funding for Veterans programs, Seniors, Healthcare, and the Juvenile Detention Facility
- Transportation and infrastructure funding
- Competitive Grants for special projects
- An increased profile for the County and for Warren C. Evans
- Positioning the County Executive Warren C. Evans as a model of effective County leadership through involvement in organizations such as the National Association of Counties
- Building key congressional, agency, and White House relationships

Respectfully, the scope of services represents a framework applicable to any federal lobbying effort for any county, at any time. We propose a shift in the approach that Wayne County has historically taken in its federal lobbying activity. Under the leadership of Warren C. Evans, Wayne County has an opportunity to enlist and deploy a coordinated effort involving the governmental, corporate and philanthropic communities of Wayne County. We know that there are key individuals that can play an important role in supporting the County's advocacy efforts in Washington, D.C. Clark Hill is uniquely positioned to marshal the external resources in support of Wayne County government. We know and have demonstrated the benefit of collaborative efforts among various governmental units. We know the County and we know the players.

We believe that the foundation of a successful effort is a deep understanding of the County's objectives and vision as detailed by the County Executive and his team. Our plan would begin with a strategy development session with the County Executive and his team. Prior to this session, Clark Hill will provide a detailed survey and questionnaire for completion by the Wayne County Leadership team. The overall objective of this analysis would be to identify not only the County's needs but also the County's assets. Assets would include, but not be limited to physical assets of the county, but also key relationships with Wayne County stakeholders in all sectors. For example, this knowledge of Wayne County assets will help us identify when the County Executive may wish to consider creating a public-private partnership. The Executive may choose to collaborate with other Wayne County officials, such as the Sheriff or Prosecutor, if it enhances the likelihood of a successful outcome.

Informed by this initial process, Lucius, together with the proposed team, will develop and recommend strategies to prioritize the County's objectives, based on existing assets, relationships and timing. Those opportunities that should be pursued immediately, before a change in the White House administration would be our earliest efforts. Our short term and long term strategies will be accompanied by detail on activities necessary to achieve success. For example, some opportunities for Wayne County may exist in current competitive grants and programs, but others will need to be created through strategic planning and execution over several months.

We believe that the County's federal advocacy efforts will require increased communication with the entire Michigan Congressional delegation. The County's political strength is inextricably tied to Michigan's members of Congress. It will be difficult to garner the support of key Republican leaders from across the country, if their colleagues from Michigan are unformed, unengaged and indifferent to the affairs of Wayne County. Clark Hill has longstanding relationships with our delegation that will augment and support the existing relationships of the County Executive and members of his leadership team. We encourage the County Executive's direct participation in strengthening the County's relationship with the Michigan delegation. Periodically, we will ask the Executive to make specific calls to members on specific issues. The Executive will both ask for and offer support to the delegation, where appropriate.

Beyond monthly reporting and legislative monitoring, we will develop a working document that details our efforts for tracking and heightened accountability. Wayne County leadership should never wonder what its federal lobbyist has done, is doing or will do. Accountability is essential. Wayne County leadership will know what we are doing but also understand the roles and assigned tasks of key members of the leadership team. *The County Executive will always be able to articulate the County's federal agenda in as much or as little detail as necessary, at any given point in time.*

Government Relations

Together, our team of government relations professionals and attorneys will work with the County's in-house government relations staff to identify and secure meetings with federal elected officials and policymakers. We will build critical support, execute funding strategies, and provide the County with targeted funding for public needs such as parks and recreation, transportation, health and human services, public works, and economic development.

Clark Hill is prepared to undertake a pro-active, strategically driven approach to ensure that the County is fully informed and aware of important legislative actions. We will carefully review and monitor bills as they are introduced in Congress to ensure the county's interests are advanced. As a result of Clark Hill's strong ties to Michigan, we have developed and maintained close working relationships with members of its Congressional delegation.

Clark Hill is prepared to identify and develop key relationships for the County to meet with a targeted list of departments and agencies. Clark Hill professionals are able to:

- Secure high-level federal agency and Congressional meetings for the County Executive and key County executives with senior career executives and key decision makers in targeted Federal Departments and Agencies
- Increase the County's access and exposure to senior Obama Administration officials in targeted Federal Department and Agencies to incorporate and advance county funding requests in department or agency fiscal and programs, public policies, regulatory proposals, as well as review other measures that may address emerging needs
- Put in place the foundation to generate significant exposure for the County before the U.S. Senate, U.S. House of Representatives, Congressional Committees, and Michigan Congressional Delegation
- Through a coordinated public affairs initiative, Clark Hill will leverage third-party stakeholder groups and trade associations to provide the County with the ability to educate policymakers, elected officials, and citizens about economic and funding initiatives

Economic Development

Clark Hill's Economic Development and Tax & Incentive group will work with the County to successfully develop and implement an effective economic development strategy. Our goal is to successfully connect and develop relationships between the Federal Government and the county to support your economic development priorities. Clark Hill is prepared to help you with:

- The identification, analysis, and access to grants, contracts, pilot programs, credit subsidies, loans, program funding, and economic development and tax incentive programs from the federal to the local level
- Identify opportunities that integrate the County's strategic vision with Federal funding for county priorities, including targeted areas such as roads and infrastructure
- Identify policy makers and program administrators with common interests and similar approaches to municipal financing and citizen services
- Provide access to technical and grant writing assistance through trusted partners

Specific targeted programs may include:

- Compatible Use Program (Department of Defense)
- Transit Security Grant Program (Transportation Security Administration)
- HOME Investment Partnerships, Self-Help Homeownership (SHOP), and Homeownership Zone (Department of Housing and Urban Development)
- Improved Energy Technology Loans (Department of Energy)
- Clean Cities Initiative (Department of Energy)

- Brownfields Expensing Tax Incentive (Environmental Protection Agency)
- Federal Historic Preservation Tax Incentives Program (National Park Service)
- The New Markets Tax Credit Program (Department of Treasury)

Alongside this advocacy, Clark Hill will assist the County with all interactions with Federal Executive departments, regulatory agencies, and Congress, maintaining compliance with all notable laws. We will also monitor the Federal appropriations process while representing the County's interests in seeking funding.

By drafting and presenting testimony on the County's behalf, attending Congressional committee and agency hearings, providing monthly reports on Congressional and Executive office activities we firmly believe that Clark Hill is the best qualified candidate to provide the County with Federal lobbying counsel. These efforts are supported by our dedication to appear before the Wayne County Commission, as directed by the County Executive, to provide scheduled updates, reports, and strategic workplans that can help identify opportunities for the County to gain stronger relationships in both Michigan and Washington, D.C.

CURRENT TARGETED CONGRESSIONAL LEADERSHIP

- House Appropriations Committee Chair Hal Rogers (KY) and Ranking Member Nita Lowey (NY)
 - Subcommittee on Transportation, Housing and Urban Development, and Related Agencies Chair Mario Diaz-Balart (FL) and Ranking Member David Price (NC)
- House Transportation and Infrastructure Committee Chair Bill Shuster (PA) and Ranking Member Peter DeFazio (OR)
 - Subcommittee on Highways and Transit Chair Thomas Petri (WI) and Ranking Member Eleanor Holmes Norton (DC)
 - Subcommittee on Economic Development, Public Buildings and Emergency Management Chair Lou Barletta (PA) and Ranking Member André Carson (IN)
 - Subcommittee on Railroads, Pipelines, and Hazardous Materials Chair Jeff Denham (CA) and Ranking Member Corrine Brown (FL)
- Senate Appropriations Committee Chair Thad Cochran (MS) and Ranking Member Barbara Mikulski (MD)
 - Subcommittee on Transportation, Housing and Urban Development, and Related Agencies Chair Susan Collins (ME) and Ranking Member Jack Reed (RI)
- Senate Committee on Banking, Housing, and Urban Affairs Chair Richard Shelby (AL) and Ranking Member Sherrod Brown (OH)
 - Subcommittee on Housing, Transportation, and Community Development Chair Tim Scott (SC) and Ranking Member Robert Menendez (NJ)
- Senate Committee on Commerce, Science, and Transportation Chair John Thune (SD) and Ranking Member Bill Nelson (FL)
 - Subcommittee on Surface Transportation and Merchant Marine Infrastructure, Safety, and Security Chair Deb Fischer (NE) and Ranking Member Cory Booker (NJ)

- Secretary of the US Department of Transportation Anthony Foxx
- Under Secretary for Policy Peter Rogoff
 - Assistant Secretary for Budget and Programs Blair Anderson
 - Assistant Secretary for Transportation Policy Carlos Monje Jr.
 - Administrator of the Federal Railroad Administration Sarah Feinberg (acting administrator)
 - Administrator of the Federal Transit Administration Therese McMillan (acting administrator)
- Assistant Secretary for Community Planning and Development at the US Department of Housing and Urban Development (vacant)
 - Principal Deputy Assistant Secretary Harriet Tregoning,
 - Deputy Assistant Secretary for Economic Development Valerie Piper
- U.S. Assistant Secretary of Commerce for Economic Development Jay Williams

ii. Describe any constraints or parameters tied to your representation capabilities in Washington, DC, if any.

None.

iii. Identify any current clients which may present a possible conflict if Proposer is engaged to represent Wayne County.

None.

iv. Describe how conflicts of interest would be mitigated, either as they would exist at the inception of the contract or should they materialize later in the Proposer's representation of Wayne County.

To meet the ethical considerations of Rules of Professional Conduct and corresponding ethical requirements of multiple jurisdictions, Clark Hill requires that all prospective new clients as well as all new matters for existing clients be subjected to a conflicts check. The Firm maintains an electronic database of all clients, former clients, and related parties (such as parent companies, subsidiaries, affiliates, officers and directors) of client companies and other individuals with whom the Firm has had a relationship which could cause a conflict of interest. The electronic database also includes the names of companies and individuals to whom the firm has been, or currently is, adverse on behalf of one of its clients.

Clark Hill requires that a conflicts search be performed prior to any attorney agreeing to represent a prospective new client, or before agreeing to represent an existing client with respect to a new matter involving other entities. This search is required whether the matter is actual or prospective litigation or an actual or prospective transaction. Furthermore, if new parties are added to an existing matter after the matter has been opened, a conflicts search must be performed and the identities of those new parties must be entered into the conflicts database. The conflicts check is routinely performed for all prospective new clients and all new

matters for existing clients as part of the new business intake process. As noted above, the conflicts search must be performed prior to acceptance of the new client or matter. If the conflicts search reveals the existence of an actual or a potential conflict, the resolution of the conflict must be addressed under the firm's policies for New Client/New Matter Intake.

The Firm also distributes a daily report, which details the new matters with the associated related parties opened by the firm each day. It includes each client name, matter name, related party name and the relationship for each matter. The report is distributed by email to each person in the Firm.

c. FEES

i. Provide the all-inclusive monthly cost for your services.

Clark Hill can agree to an all-inclusive cost of \$20,000/month to account for the County's federal lobbying needs.

ii. Provide a detail of how you arrived at this figure. Be sure to include breakdowns by position and hours if applicable.

We recognize that an important component toward helping the County control external costs includes, but is not limited to, legal fees. Our staffing model and service will take controlling costs into consideration in all areas of representation. In addition to the lead attorneys identified previously who would supervise all matters, Firm Associates, Senior Attorneys, and Senior Counsel and Paralegals would be utilized at the lowest possible billing blended rates for your benefit.

It is important to note that Clark Hill's rates are all inclusive. We do not bill clients separately for copies, faxes, computerized legal research, and other operating expenses. We consider these items to be overhead costs which should be built into the hourly rate clients are asked to pay. In addition, we will not charge for travel time.

We recognize that due to the complexity of federal lobbying efforts and the number of team members who will be working on behalf of the county, an hourly billing arrangement at our standard rates would cost prohibitive. The proposed all-inclusive cost of \$20,000/month to account for the County's federal lobbying needs was derived through our understanding of the competitive field, our desire to secure the opportunity for fair compensations and your anticipated needs as described in the Scope of Services within the Request for Proposal.

For reference, our standard rates as noted in the following breakdown:

Position	Standard Hourly Rate Range
Partners/Members/Directors	\$490 - \$600
Senior Attorneys/Senior Counsel	\$325 - \$390
Associates	\$295 - \$390
Paralegals	\$150 - \$190

d. Utilization of First Tier Subcontractors located in Wayne County

i. Please completely fill out the “Purchasing Division Utilization of First-Tier Subcontractor Form” included in this RFP.

Confirmed, and included with this response.

ii. Provide a description of the services each first-tier subcontractor located in Wayne County will provide along with the total amount each subcontractor will be compensated.

Clark Hill, through our four Michigan offices that would primarily service the County and our other offices around the country, has no need for third party providers or subcontracting. Therefore, Clark Hill can accommodate all needs as stated in this Request for Proposal in-house. At this time the entire Scope of Service as we understand it can be accounted for through our vast experience in our core services.

iii. A formal letter of intent between the Respondent and each first-tier subcontractor located in Wayne County formalizing the intent to subcontract, if awarded a contract pursuant to this RFP.

Not applicable.

PROPOSAL FORM

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

TO: WAYNE COUNTY:

The Undersigned hereby offers and, if the contract is executed by the County Executive, agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposals. The Undersigned further agrees to accept, via email or other electronic means, any and all notifications and contractual documents including, but not limited to, notifications, insurance verification requests, and purchase orders.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Proposers, including the 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, agrees to be obligated, if recommended for award of the contract and if the contract is executed by the County Executive, to provide the stated goods and/or services to the County for the term as stated in this RFP, 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 addenda 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 Proposal Form, the Proposer represents that: 1) the Proposer 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 Proposer will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

NONCOLLUSION:

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

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 proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

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

For clarification of this offer, contact:

Clark Hill PLC
Company Name
500 Woodward Ave, Suite 3500
Address
Detroit MI 48226
City State Zip
Lucius A. Vassar
Signature of Person Authorized to Sign
LUCIUS A. VASSAR
Printed Name
Director of Government Affairs
Title
38-0425840
Federal Tax ID

Name: Lucius A. Vassar
Title: Director of Government Affairs
Phone: 313-965-8241
Fax: 313-965-7252
Email: L.Vassar@ClarkHill.com

Acknowledged before me by Lucius A. Vassar (name) as ATTORNEY (title)
of CLARK HILL PC (company) this 29TH (day) of OCTOBER, 2015.

Notary Signature:

My Commission Expires:

Affix Seal

[Signature]
JUNE 23, 2019

**WAYNE COUNTY PURCHASING DIVISION
UTILIZATION OF FIRST TIER SUBCONTRACTOR FORM**

To be completed by Prime Contractors for "First Tier" Subcontractors Only

This form MUST be completed by all prime contractors that want to receive evaluation points for utilizing subcontractors located in Wayne County.

THIS FORM IS ONLY FOR SUBCONTRACTORS LOCATED IN WAYNE COUNTY.

Failure to provide this form will not allow the Proposer to receive evaluation points for the utilization of subcontractors located in Wayne County.

RFP/RFQ CONTROL NO: 37-15-090

1. CHECK ONE:

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

OR

☐ CONSTRUCTION contract (over \$100,000? ☐ YES ☐ NO)

2. 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: <u>Clark Hill PLC</u>		Fed Tax ID: <u>38-0425840</u>	
Address: <u>500 Woodward Ave, Suite 3500</u>			
City: <u>Detroit</u>	County: <u>Wayne</u>	State: <u>MI</u>	Zip: <u>48226</u>
Phone: (313) <u>965-8300</u>		Fax: (313) <u>965-8252</u>	
Authorized Contact Person: <u>Lucius A. Vassar</u>		Email: <u>LVassar@ClarkHill.com</u>	

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

Print Name LUCIUS A. VASSAR Title ATTORNEY

Signature  Date 10/29/15

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 _____ RFP/RFQ Control No. _____

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:				

TOTAL PERCENTAGE OF SUBCONTRACTORS UTILIZED: _____

BUSINESS INFORMATION QUESTIONNAIRE

NAME OF COMPANY Clark Hill PLC

PRINCIPAL OFFICE ADDRESS 500 Woodward Ave, Suite 3500, Detroit, MI 48226

TELEPHONE NUMBER (313) 965-8300

FORM OF OWNERSHIP (Check One)

() Corporation State of Incorporation/Registration _____

Date of Incorporation/Registration _____

() LLC

() Joint Venture

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

() Individual

COMPANY HAS BEEN IN BUSINESS SINCE: 1890

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

Name _____

Title _____

John J. Hern, Jr.

Chief Executive Officer

Philip E. Ross

Chief Operating Officer

Steve L. Ratliff

Chief Information Officer

Donald J. Lee

Chief Marketing Officer

LIST OF CORPORATE DIRECTORS

Name _____

Key Individuals (Other than Directors)

Cynthia Tonet-Stewart

John D. Ermanni

Kathleen Sullivan

Lucius A. Vassar

Kelli Matthew

Paul W. Boehms

Lucie Ross

James D. Geleerd

Marita S. Grobbel

HAVE YOU HAD ANY CONTRACTS TERMINATED FOR DEFAULT OR OTHER PERFORMANCE REASONS? Yes ☒ No If yes, explain:

[illegible]

BUSINESS INFORMATION QUESTIONNAIRE CONTINUED

ADDITIONAL INFORMATION REQUIRED BY THE COUNTY

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

<u>Name</u>	<u>Address</u>

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.

No conflicts at this time.

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

Dun and Bradstreet Rating: 1R3

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

Clark Hill PLC

(Name of Company)

By

(Signature)



10/29/2015

(Date)

Director of Governmental Affairs

(Title)

ETHICS IN CONTRACTING VENDOR FORM

(DISCLOSURE OF RELATIONSHIPS WITH COUNTY CONTRACT MANAGERS BY OWNERS AND OFFICERS OF BUSINESS SUBMITTING QUOTE)

- This form must be completed 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.**
- Submit this form with your quote/bid/proposal. A copy will be kept on file by the County Clerk & 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 ☒ NO

If Yes: Name: _____ Relationship: _____
Department: _____ Title: _____

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 ☒ NO

If Yes: Name: _____
Department: _____ Title: _____

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 ☒ NO

If Yes: Name of Contract Manager: _____
Department: _____ Title: _____

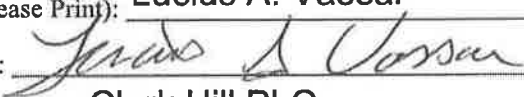
4. Do you and a contract manager each have a substantial financial interest in one or more of the same business ventures?

☐ YES ☒ NO

If Yes: Name of Contract Manager: _____
Department: _____ Title: _____

ETHICS
CERTIFICATION

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

Name (Please Print): Lucius A. Vassar
Signature:  Date: 10/29/15
Company Name: Clark Hill PLC
Company Tax ID #: 38-0425840

ETHICS
DEFINITIONS

Contract Manager

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

Immediate Family

YOUR FATHER, MOTHER, SON, DAUGHTER, BROTHER, SISTER, UNCLE, AUNT, GREAT AUNT, GREAT UNCLE, FIRST COUSIN, NEPHEW, NIECE, HUSBAND, WIFE, GRANDFATHER, GRANDMOTHER, GRANDSON, GRANDDAUGHTER, FATHER-IN-LAW, MOTHER-IN-LAW, SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, STEPFATHER, STEPMOTHER, STEPSON, STEPDAUGHTER, STEPBROTHER, STEPSISTER, HALF BROTHER, HALF SISTER, AND INCLUDING THE GRANDFATHER OR GRANDMOTHER OF AN INDIVIDUAL'S SPOUSE. IT SHALL ALSO INCLUDE A FORMER SPOUSE OR AN INDIVIDUAL WITH WHOM THE PUBLIC SERVANT HAS HAD A CHILD IN COMMON.

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.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Clark Hill PLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) P Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) P	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) 500 Woodward Avenue, Suite 3500	Requester's name and address (optional)
6 City, state, and ZIP code Detroit, MI 48226	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
3	8	-	0	4	2	5	8	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person Annast. Perry	Date 7-22-15
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1088 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**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 are in compliance with the FEP ordinance.

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

1. CONTRACT NUMBER: 37 - 15 - 090 (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: <u>Clark Hill PLLC</u>		Fed Tax ID: <u>38-0425740</u>	
Address: <u>500 Woodward Ave, Suite 3500</u>			
City: <u>Detroit</u>	County: <u>Wayne</u>	State: <u>MI</u>	Zip: <u>48226</u>
Phone: (313) <u>965-8300</u>		Fax: (313) <u>965-8252</u>	
Authorized Contact Person: <u>Lucius A. Vassar</u>		Email: <u>LVassar@ClarkHill.com</u>	

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

Print Name LUCIUS A. VASSAR Title ATTORNEY
Signature [Signature] Date 10/29/15

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:				

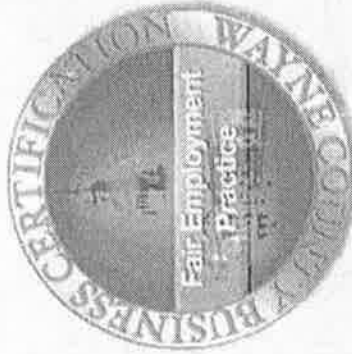
Wayne County Human Relations Certifications

This certifies that

Clark Hill PLC

**500 Woodward Ave., Ste. 3500
Detroit, MI 48226**

Has complied with all the requirements of the Wayne County Business Certification Program. This firm is hereby eligible to participate in Wayne County's procurement process utilizing the Equalization Credits for the following programs and/or has established compliance with Wayne County's Fair Employment Practices Resolution.



**11/01/2016
(Expires On)**

Victoria L. Edwards
Victoria L. Edwards, Director

Warren C. Evans
Warren C. Evans, County Executive

Lucius A. Vassar

Director of Governmental Affairs

Lucius A. Vassar is a member of Clark Hill's Government and Public Affairs Practice Group and specializes in Government Relations and Legislative Affairs. With 25 years of governmental relations experience, he maintains many longstanding relationships with Michigan's most influential leaders. His strategic advice and counsel has guided his clients to successful outcomes at all levels of government.

Prior to joining Clark Hill, Lucius served in several leadership capacities in local and state government. He served as Director of the Detroit Workforce Development Department, Michigan's largest workforce agency with an annual budget of more than \$70 million. As Chief Administrative Officer for the City of Detroit, he led the process of development and implementation of policy initiatives at the local, state and federal levels. He also served as Director of Corporate and Civic Affairs where he created and maintained partnerships with corporations, civic organizations and foundations throughout Southeast Michigan. Previous public sector experience includes serving as Chief of Staff for the Senate Democratic Floor Leader, where he forged partnerships across the aisle and across the rotunda.

In the private sector, Lucius worked for many years as a multient client lobbyist with one of Michigan's largest firms. He has represented a wide array of international corporations, trade and professional associations before the Governor of the State of Michigan, Michigan Legislature and many municipal governments. Lucius' knowledge of economic development helps guide his clients to successful projects from inception to completion. He knows how to align the interests of business with the needs of government.

With an ever-present desire to serve the community, Lucius has served on many boards and commissions including Detroit Economic Growth Corporation, Downtown Development Authority, Arts League of Michigan, City Connect Detroit, Detroit Police Foundation, and the Detroit Metro Convention and Visitors Bureau. He regularly volunteers in local schools and serves as a mentor to young men.

Lucius earned his B.A. in Psychology from Michigan State University and his Juris Doctorate Cum Laude from Michigan State University College of Law. He is a devoted father of three amazing daughters.

Practices, Industries & Services

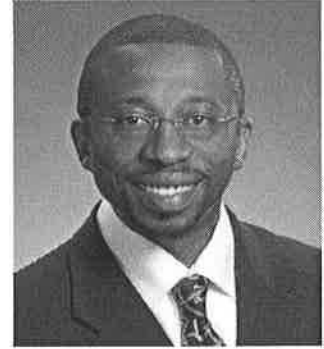
Economic Development Services
Education
Government & Public Affairs
Political Law
Real Estate

Areas of Emphasis

Advocacy
Consolidation & Restructuring
Municipal Services
Public Contracting
Public/Private Partnerships

Memberships

- State Bar of Michigan
- National Bar Association



Office

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Detroit, MI 48226

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313.309.6842 (fax)
lvassar@clarkhill.com

Education

J.D., cum laude, Michigan State University College of Law, East Lansing, Michigan

B.A., Michigan State University, East Lansing, Michigan, Psychology

State Bar Licenses

Michigan

Michael J. Ferrell

Member

Michael J. Ferrell is a member in Clark Hill's Washington D.C. office, where he focuses his practice on advising clients on a variety of legislative and political issues. Ferrell is a veteran lobbyist with more than four decades of experience as a Congressional staffer and as an attorney in private practice. His clients come from an array of areas: financial services, housing, homeland security, trade associations and foreign governments.

Ferrell's career in Washington spans several decades. He began his government affair career as an intern on the staff of the late Senator Philip A Hart (D. Michigan). He subsequently moved to the House side of the Capitol where he worked for several Members, including Representative William D. Ford of Michigan, and where he rose from the ranks of a legislative assistant to eventually being appointed as Chief of Staff and Staff Director of a Congressional subcommittee.

Ferrell's experience in the legislative and political area has enabled him to provide clients with a deep understanding and insight into the intricacies of how Congress operates and what is needed or required to successfully achieve a client's desired objectives.

Before joining Clark Hill, Ferrell was the chief lobbyist of a national real estate finance trade association and a partner in a major law firm where he was instrumental in building the firm's first government affairs practice groups.

As both a Congressional staffer and private practitioner, Ferrell, over the years, has been intimately involved in most major financial services, housing-related and tax legislation to come before Congress.

During his career, Ferrell has also represented a wide range of foreign and domestic commercial and governmental and political clients with matters pending before the Executive and Legislative branches of the U.S. government.

In the aftermath of the September 11 tragedies, Ferrell was tasked by a large multinational corporation to lead the company's efforts to seek a Congressionally-imposed limit on damage claims arising out of the terrorist attacks. Ferrell led a team of ten professionals and ultimately, after almost two years, successfully prevailed upon Congress to enact legislation limiting the company's potential liability. Ferrell continues to represent clients on matters involving the Department of Homeland Security, the Transportation and Safety Administration and related homeland security and transportation committees of Congress.

Practices, Industries & Services

Government & Public Affairs
Transportation & Logistics



Office

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601 Pennsylvania Ave NW
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Washington, DC 20004

202.552.2374 (phone)
202.772.0919 (fax)
mferrell@clarkhill.com

Education

J.D., George Mason University
School of Law, Arlington, Virginia,
1980

B.A., University of Detroit Mercy,
Detroit, Michigan, 1973

State Bar Licenses

District of Columbia
Virginia

Carlos M. Gutierrez, Jr.

Government Affairs Associate

Carlos M. Gutierrez, Jr. is an Associate in Clark Hill's Government Affairs Practice. Prior to joining Clark Hill, Carlos worked as a consultant for the Inter-American Development Bank's (IDB) Trade and Integration Sector where he focused on Latin America-Asia trade relations and global trade promotion practices. Carlos has worked in various capacities in the U.S. House of Representatives both in the GOP House Policy Committee and as a legislative aide for Congressman Mario Diaz-Balart (FL-25) where he focused on immigration, finance, banking and trade. Since 2006, Carlos has been named to Washington Life Magazine's annual list of D.C.'s most influential people under 40. He has also been named by Latino Leaders Magazine as one of 2014's most influential young professionals in Washington D.C. Carlos is fluent in Spanish.



Areas of Focus:

- Providing detailed financial, business and public policy analysis of current and forthcoming U.S. Government actions in the areas of financial services, banking regulations, international trade, environment, energy and natural resources, and renewable and alternative energy.
- Supplying and implementing strategic counsel and consulting services in regards to government relations and public affairs strategies to advance business, political, legislative, and regulatory objectives before the U.S. Senate, U.S. House of Representatives, the Administration, and important international decision-making bodies.
- Providing firms and institutions with regulatory analysis and input in regards to actions taken by the U.S. Department of the Treasury, Board of Governors of the Federal Reserve System, FinCEN, SEC, FDIC, OCC, USTR, Department of Commerce, EPA, and Department of Energy.
- Providing detailed regulatory analysis and political intelligence on the implementation of the Dodd-Frank Act, Basel III, JOBS Act, as well as specific actions by the Consumer Financial Protection Bureau (CFPB), Financial Stability Oversight Council (FSOC), and Office of Financial Research (OFR).
- Providing assistance with compliance and interpretation of sanctions programs administered by the Department of Treasury's Office of Foreign Assets Control (OFAC).
- Identifying, analyzing, and developing strategies to access economic development and tax incentive programs from the federal to the local level.
- Designing and developing strategies to facilitate access to private capital markets and investment sources to meet business objectives.

Practices, Industries & Services

Environment, Energy & Natural Resources
Government & Public Affairs
Political Law

Areas of Emphasis

Advocacy
Alternative/Renewable Energy
Public Contracting

Memberships

- The America's Club
- Cuban-American Bar Association
- Enterprise Club of the American Enterprise Institute
- Mexico-Israel Chamber of Commerce
- Washington D.C. Air Society

Honors

- Named to Washington Life Magazine's Annual List of D.C.'s Most Influential People Under 40, 2006-present
- Named by Latino Leaders Magazine as One of the Most Influential Young Professionals in Washington, D.C., 2014

Office

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202.572.8690 (fax)
cgutierrez@clarkhill.com

Education

J.D., Georgetown University Law
Center, Washington DC

M.A., Georgetown McDonough
School of Business, Washington DC

B.A., University of Michigan, Ann
Arbor, Michigan

State Bar Licenses

Maryland

Tom L. Kelly

Director of Government Affairs

Tom Kelly is a Director of Government Affairs in Clark Hill's Washington D.C. office, where he focuses on advising clients with a variety of legislative, executive branch and political needs. Prior to joining Clark Hill, Tom served as a Senior Policy Advisor at the White House Domestic Policy Council with a portfolio that included transportation, infrastructure, workforce development, skills/training, urban affairs and financial literacy. During his time in the Obama Administration, Tom served as Deputy Director of the Office of Recovery for Automotive Communities and Workers, playing a critical role in helping distressed communities identify federal support as they mapped out a strategy for recovery. He has also held positions at the United States Department of Housing and Urban Development, serving in both the Office of the Chief Financial Officer, gaining extensive experience with the Federal budget cycle, and in the Office of Congressional and Intergovernmental Affairs.

Tom's role as an aide to President Obama goes beyond the current administration to the latter's time as a State Senator in Illinois. Over the past 11 years, he has served several roles, including staff positions on both the 2004 United States Senate and 2008 Presidential race. However, Tom's first exposure to campaign politics was through current Chicago Mayor Rahm Emmanuel's 2002 congressional campaign. Since then, he has consulted on numerous campaigns, particularly in Chicago and Cook County, IL.

A Michigan native, Tom holds a B.A. from DePaul University, an M.Sc. from the University of Oxford and an MPA from Harvard University's John F. Kennedy School of Government. In 2008, Tom was named in the Windy City Times 40 under 40 list for his commitment to social justice and equality. He is also an Eagle Scout and published author, contributing an in depth study on the divergent path's the American and Canadian systems for managing health risks took post World War II in *The Barnett Papers in Social Research*.



Office

Washington D.C.

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202.552.2357 (phone)
202.552.2377 (fax)
tkelly@clarkhill.com

Education

M.P.A., Harvard University, John F. Kennedy School of Government

M.Sc., high pass, The University of Oxford

B.A., With high honors, DePaul University, Chicago, Illinois

Practices, Industries & Services

Economic Development Services
Government & Public Affairs

Areas of Emphasis

Advocacy
Public/Private Partnerships

Andrew C. Richner

Member

Andrew C. Richner is a member in Clark Hill's Government and Public Affairs Practice Group and provides advice and advocacy for clients on matters of legislation and governmental law and policy. He is named in the peer review guides *The Best Lawyers in America* and *DBusiness Top Lawyers*. Andrew has substantial experience in legislative and regulatory issues, government appropriations, campaign finance, lobbying, ethics laws and open government laws, including the Freedom of Information Act and the Open Meetings Act. His practice includes representation of tax-exempt organizations, trade and professional associations, local and county governments, colleges and K-12 schools, cultural institutions, public libraries, health care organizations, telecommunications providers, and financial and insurance companies.

Andrew currently serves as a member of the Board of Regents of the University of Michigan and is Chairman of the Board's Personnel, Governance and Cooperation Committee. From 1997 to 2002, Andrew served in the Michigan State House of Representatives representing Detroit, the Grosse Pointes and Harper Woods. He was the Chair of the Insurance and Financial Services Committee, Chair of the Family and Civil Law Committee, and Vice-Chair of the Redistricting and Elections Committee, and was a member of the Regulatory Affairs Committee, Gaming and Casino Oversight Committee, Criminal Law and Corrections Committee, and the Appropriations Subcommittee: Judiciary. He was one of the most productive legislators during his three terms in the legislature, sponsoring 49 bills that became public acts.

Andrew served as Commissioner on the Wayne County Board of Commissioners from 1993-1996. He also served on the Grosse Pointe Park City Council from 1991-1993, and at the White House, as an intern in the Office of Counsel to the President, in 1985.

In 1990, Andrew worked in Warsaw, Poland, assisting a Polish law firm with international transactions, including joint ventures and governmental privatization projects.

As a Commissioner on the National Conference of Commissioners on Uniform State Laws, he served on the Drafting Committee of the Uniform Securities Act.

Andrew is an honors graduate of the University of Michigan Business School and Law School and was a Contributing Editor of the *Michigan Law Review*.



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Education

J.D., cum laude, University of Michigan Law School, Ann Arbor, Michigan, 1986

B.B.A., with high distinction, University of Michigan, Ann Arbor, Michigan, 1982

State Bar Licenses

Michigan
New York
District of Columbia

Practices, Industries & Services

Economic Development Services
Education
Entertainment
Government & Public Affairs
Municipal Law
Political Law

Areas of Emphasis

Advocacy
Consolidation & Restructuring
Land Use & Zoning

Memberships

- Regent, University of Michigan
- Legislator, Michigan State House of Representatives, 1997-2002
- Commissioner, National Conference of Commissioners on Uniform State Laws, Drafting Committee of the Uniform Securities Act
- Commissioner, Wayne County Board of Commissioners, 1993-1996
- Councilman, Grosse Pointe Park City Council, 1991-1993
- House Appropriations Subcommittee: Judiciary, former Member
- House Criminal Law and Corrections Committee, former Member
- House Family and Civil Law Committee, former Chair
- House Gaming and Casino Oversight Committee, former Member
- House Insurance and Financial Services Committee, former Chair
- House Redistricting and Elections Committee, former Vice-Chair
- House Regulatory Affairs Committee, former Member
- White House Intern, Office of Counsel to the President, 1985

Charles R. Spies

Member

Charles R. Spies is the leader of Clark Hill's national Political Law practice, as well as the Member in Charge of the Washington D.C. office. Charlie has over fifteen years of experience providing strategic counsel at the highest levels in Washington D.C. and nationwide. He counsels a broad range of corporations, organizations, candidates, officeholders, and individuals confronting challenges and opportunities at the intersection of political and issue campaigns, government ethics, law and public policy. He has been listed as one of the "Most Powerful People in Washington" in GQ Magazine and is nationally ranked in Chambers USA as a top Political Law attorney.

Charlie serves as counsel to multiple super PACs, trade associations, and organizations, including co-founding and serving as counsel to Restore Our Future, the largest super PAC in history. As Chief Financial Officer and Counsel for Governor Mitt Romney's 2008 Presidential campaign, Charlie developed and managed the national campaign's budget and systems for legal compliance with Federal Election Commission, IRS and various state regulations, as well as record-keeping and accounting. During the 2005 and 2006 election cycles, Charlie served as General Counsel and Chief Financial Officer for the Republican Governors Association. At the RGA, he developed the legal and budgeting strategy for the association's participation in governors' races in thirty-eight states. During the 2004 Presidential election cycle, Charlie served as Election Law Counsel for the Republican National Committee, where he focused on federal and state election law compliance for the national party, as well as policy and litigation issues involved in campaign finance reform. His tenure at the RNC began with the Bush-Cheney administration in 2001, and continued under four Chairmen.

Charlie previously served as legal and policy advisor to FEC Chairman Darryl R. Wold, where he counseled the Chairman on a wide range of issues regarding the administration of the Federal Election Campaign Act.

Prior and subsequent to his tenure at the Federal Election Commission, Charlie worked in the Washington D.C. offices of prominent national law firms. His numerous articles and commentaries on various legal issues have been published in journals and newspapers and Charlie has appeared on cable news as well as various national and local radio programs. He has lectured at the US Law Institute, Georgetown University Law Center and the Benjamin Cardozo School of Law, been featured on an ABA Administrative Law Division panel, testified before the FEC and state boards of election and participated in working groups for the OAS Unit for the Promotion of Democracy.

- Co-Chair, "Political Law Compliance Under The 'Disclose Act': Campaign Finance, Tax, Lobbying & Ethics Rules," BNA and American League of Lobbyists, May 2010.
- Co-Chair, "Corporate Compliance: Campaign Finance, Contracting, Tax, Lobbying & Ethics Rules," BNA and American League of Lobbyists, May 2009.

Practices, Industries & Services

Government & Public Affairs
Political Law
Tax Exempt Organizations
White Collar Criminal Defense

Areas of Emphasis

Public/Private Partnerships

Memberships

- Advisory Commission to American Bar Association Standing Committee on Election Law
- Next Generation Society of the United States Holocaust Memorial Museum, Board Member
- Board of Governors, Republican National Lawyers Association

Honors

- Ranked in Chambers USA 2014, Leading Individual
- District of Columbia Super Lawyers



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B.A., University of Michigan, Ann
Arbor, Michigan, 1995

State Bar Licenses

District of Columbia
Virginia

Reginald M. Turner

Member

Reginald Turner is a highly skilled litigator and lobbyist. He is named in the peer review guides The Best Lawyers in America, Super Lawyers®, DBusiness Top Lawyers, and Crain's Detroit Power Lawyers. He has successfully litigated labor, employment, commercial and public policy matters in state and federal courts and administrative tribunals, and in grievance and interest arbitrations. His experience includes successful defense of class action cases in state and federal courts.

Reginald regularly counsels clients in negotiation, drafting and administration of labor and employment contracts in the private and public sectors. He is certified in arbitration by the Federal Mediation and Conciliation Service. Reginald has served on the Board of Directors of the American Society of Employers, the American Arbitration Association's Michigan Employment Advisory Council and the State Bar of Michigan's Labor and Employment Section Council.

Reginald regularly counsels clients and advocates for them on important matters of public policy. He has governmental experience at the federal, state and local levels. Reginald served as a Special Assistant to former Housing and Urban Development Secretaries Henry Cisneros and Andrew Cuomo. In 2003, Governor Jennifer Granholm appointed Reginald to the Michigan State Board of Education and he won a statewide election for a full term in 2006. From 2000-2003, Reginald represented Detroit Mayor Dennis Archer on the Detroit Board of Education. He formerly served as Secretary of the Wayne County Business Development Corporation, on Governor John Engler's Blue Ribbon Commission on Michigan Gaming and on the City of Detroit Board of Ethics and Brownfield Redevelopment Advisory Committee.

Reginald is a director of Comerica, Inc., one of the nation's largest financial institutions. He chairs the board's Enterprise Risk Committee, and serves on the Audit Committee and the Qualified Legal Compliance Committee. Reginald is also a director of Masco Corporation, one of the world's largest manufacturers of brand name products for the home improvement and new home construction segments. He serves on the board's Audit Committee and Governance Committee. Reginald has also served on Clark Hill's Executive Committee during its sustained and profitable growth.

Reginald is a past president of the National Bar Association and past president of the State Bar of Michigan. He is chair of the American Bar Association Presidential Appointments Committee, chair of the ABA House of Delegates Rules & Calendar Committee, and the ABA State Delegate from Michigan. Reginald is a past chair of the ABA Commission on Racial and Ethnic Diversity in the Profession, and past chair of the ABA House of Delegates Committee on Credentials and Admissions. He is a Life Fellow of the American Bar Foundation, an honor reserved to less than 1 percent of lawyers in each state.

Reginald is active in public service and civic and charitable organizations. He is vice chairman of the Detroit Institute of Arts and the Detroit Public Safety Foundation, and a Secretary of the Wayne County Airport Authority Board. He is a director of the Community Foundation for Southeast Michigan and a trustee of the Hudson-Webber Foundation. He is a past chair of the United Way for Southeastern Michigan and continues to serve on its Executive Committee.



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Education

J.D., University of Michigan Law School, Ann Arbor, Michigan, 1987
B.S., Wayne State University, Detroit, Michigan, 1982

State Bar Licenses

Michigan

Court Admissions

U.S. Supreme Court
U.S. Court of Appeals, 6th Circuit
U.S. District Ct., E.D. of Michigan
U.S. District Ct., W.D. of Michigan

Practices, Industries & Services

Automotive & Manufacturing
Economic Development Services
Education
Government & Public Affairs
Labor & Employment
Litigation
Political Law
Professional Ethics & Risk Management
Transportation & Logistics

Areas of Emphasis

Advocacy
Brownfields Redevelopment
Collective Bargaining
Employment Litigation
ERISA Litigation
Government Procurement
Legal Advice on Union Organizing Campaigns
Municipal Services
Public Contracting
Public/Private Partnerships
Regulatory Advice & Counsel
Tax Incentives & Grants

Memberships

- American Bar Foundation, Life Fellow
- American Bar Association, Member House of Delegates, Member Labor and Employment Section
- American Bar Association, Commission on Racial and Ethnic Diversity, Chair, 2011-2014
- American Constitution Society, Michigan Chapter Board of Directors
- Comerica, Inc., Board of Directors
- Community Foundation for Southeast Michigan, Trustee
- DBusiness Top Lawyers
- Detroit Institute of Arts, Vice Chair
- Detroit Metropolitan Bar Association, Member Labor and Employment Section
- Detroit Public Safety Foundation, Vice Chair
- Federal Bar Association, Member Labor Section
- Hudson-Webber Foundation, Trustee
- Levin Center at Wayne State University Law School, Advisory Board Member
- Masco Corporation, Board of Directors
- Michigan Lawyers Weekly, Lawyer of the Year 2005
- National Bar Association, Past President; Member Labor and Employment Section
- National Bar Institute, Board of Directors
- State Bar of Michigan, Past-President; Member Labor and Employment Section
- Super Lawyers®, 2005 – present
- The Best Lawyers in America, 2003 – present
- United Way for Southeastern Michigan, Board of Directors, Past Chair
- University of Michigan Law School, Hargo Scholarship Committee

Presentations

- How the New NLRB Election and Handbook Rules Challenge Employers

Kenneth von Schaumburg

Member

Kenneth von Schaumburg is a member in Clark Hill's Washington DC office and chairs the firm's Environment, Energy & Natural Resources practice. Ken principally focuses his practice in the areas of environmental litigation, government policy advocacy, regulatory compliance and counseling. He is experienced in representing clients before state and federal agencies and brings with him extensive professional contacts throughout government.

Prior to joining Clark Hill, Ken headed the Washington DC office of a prominent Phoenix based law firm where he focused on environment and natural resource law and policy advocacy for the mining, oil & gas and agricultural industries.

Ken served as the Deputy General Counsel (2004-2006) and special counsel (2002-2004) to EPA during the administration of George W. Bush. Within these capacities, he provided advice on a variety of issues to the Administrator and senior officials in the formulation of agency policies.

While at EPA, Ken managed a diverse portfolio of Clean Air Act (CAA), Clean Water Act (CWA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) issues. He also handled matters before the United States Supreme Court and the federal appellate courts.

Ken has participated in the development of the following Supreme Court cases, related guidance and rulemakings:

- South Florida Water Management District v. Miccosukee Tribe of Indians, 541 U.S. 95 (2004) - CWA, Water Transfers Between Navigable Waters
- Cooper Industries, Inc. v. Aviall Services, Inc., 543 U.S. 157 (2004) - CERCLA, Cost Recovery/Contribution
- Bates v. Dow Agrosciences, LLC, 544 U.S. 431 (2005) - FIFRA, Preemption of State Tort Claims
- Rapanos v. United States and Carabell v. United States, Consolidated cases, 547 U.S. 715 (2006) - CWA, Jurisdictional Determinations
- Massachusetts v. EPA, 549 U.S. 497 (2007) - CAA, Authority to Regulate Greenhouse Gases
- United States v. Atlantic Research, Inc., 551 U.S. 128 (2007) - CERCLA, Cost Recovery/Contribution
- Carlota Copper Company v. Friends of Pinto Creek, No. 07-152 (2008) - CWA, Water Quality/Impaired Waters
- Burlington Northern & Santa Fe R.R. v. United States, 129 S.Ct. 1870 (2009) - CERCLA, Divisibility/Joint and Several Liability

Prior to joining EPA, Ken was the founding partner of a New Jersey-based law firm with substantial environmental, real estate, corporate and government practices. He was also affiliated with a full-service government affairs and lobbying company, where he represented clients with environmental, transportation and health issues.

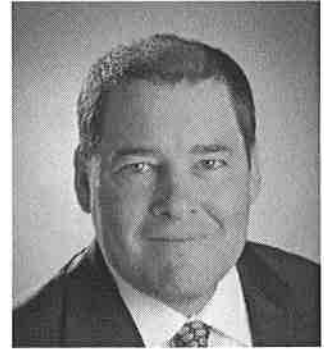
Ken is skilled at advising on political law compliance and issues, having been legal counsel to numerous federal and state campaigns. He was also a political operative during every election over the past 16 years. He developed grassroots operations, election day activities and political programs for candidates for president, congress and state offices.

Practices, Industries & Services

Corporate Responsibility, Compliance & Continuity Services
Energy & Utilities
Environment, Energy & Natural Resources
Government & Public Affairs
Litigation
Mining
Oil & Gas
Political Law

Areas of Emphasis

Administrative Law
Alternative/Renewable Energy
Brownfields Redevelopment
Environmental Assessments, Due Diligence & Audits
Environment, Energy & Natural Resources Litigation
Mining/Natural Resource Extraction
Remediation & Natural Resource Restoration
Solid & Hazardous Waste Management



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B.A., Loyola University Maryland, Baltimore, Maryland, 1990

State Bar Licenses

District of Columbia
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Court Admissions

U.S. District Ct., District of Columbia
U.S. District Ct., District of New Jersey
U.S. District Ct., N.D. of Florida
U.S. District Ct., E.D. of Louisiana
U.S. Court of Appeals for the District of Columbia Circuit
U.S. Court of Appeals, 3rd Circuit
U.S. Supreme Court

Memberships

- American Bar Association, Section of Environment, Energy, and Resources
- American Bar Association, Section of Administrative Law & Regulatory Practice
- District of Columbia Bar, Section of Environment, Energy and Natural Resources
- District of Columbia Bar, Section of Administrative Law and Agency Practice
- Advisor, International Roundtable on Trade and Competition Policy, Inc.,
- Federalist Society

Honors

- District of Columbia Super Lawyer