

**City of Southfield  
Downtown Development Authority  
Request for Qualifications – Legal Services**



May 14, 2010

**RE: Request for Proposal for  
Qualifications-Legal Services  
File 2010-1**

Dear Prospective Vendor:

The Downtown Development Authority of the City of Southfield (“SDDA”), also known as, the Cornerstone Development Authority (“CDA”) has issued this request for proposal to identify companies qualified to provide professional legal services.

Please enclose 7 copies of your response in a sealed envelope labeled with your company name and the statement “Request for Proposal for Legal Services”. This package must be delivered by **May 28, 2010 at 2 pm local time** to the attention of the Executive Director c/o Southfield City Clerk, 26000 Evergreen, Southfield, MI 48076.

I can be reached at 248.796.5192 if you have any questions. We look forward to receiving your proposal.

Sincerely,  
AL Aceves

Al Aceves  
Executive Director

# Downtown Development Authority of the City of Southfield Request for Proposals For Professional Legal Services

## SUPPLEMENTAL INSTRUCTIONS TO ALL PROPOSERS

1. **PROPOSAL DEADLINE:** In order for a proposal to receive consideration, it must be received prior to the specified time of opening as indicated on the proposal form. No proposals will be accepted after the time specified for proposal opening. The SDDA reserves the right to postpone the proposal opening for its own convenience. Proposers should use the proposal documents furnished; failure to do so will be considered as an alternate offer and may be cause for rejection. Proposals are considered received when in possession of the SDDA office. It is the proposer's responsibility to ensure that proposals are received in the proper location.
2. **WITHDRAWAL:** No proposal will be withdrawn for 60 days from its opening date. Proposers may reduce this period if he states so in his proposal; however, he runs the risk of being declared non-responsive to the specifications.
3. **RIGHT TO REJECT:** The SDDA reserves the right to waive any irregularity in any proposal, to split awards by items or lots (unless otherwise stipulated either in the specifications or by the proposer) or to award to other than the low proposer, should any of the foregoing be deemed in its best interests.
4. **CHANGE OF SPECIFICATION:** If for sufficient reason you wish to revise the specifications or get an interpretation, your request will receive consideration if presented to us as much in advance of the proposal opening date as possible. If a change in specifications is found desirable, the SDDA will notify all proposers and postpone the proposal opening date, if necessary.
5. **TO COMPLY:** For failure to deliver or perform in accord with the accepted proposal, the SDDA may consider the contractor in default and take steps to protect the SDDA's interest. The SDDA may, without impairing its other rights and benefits, purchase all or part of the contract goods or services on the open market and charge any additional costs to the contractor or his surety.
6. **PATENTS:** Contractors will protect and indemnify against expense of any nature, will bear cost of any suits which may arise and will pay all damages which may be awarded against the SDDA for the use, under this specification, of any patented device, process, apparatus, material or invention.
7. **ERRORS OR OMISSIONS:** Proposers are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be called to our attention not less than two working days before the proposals are due.
8. **LOWEST RESPONSIBLE PROPOSER IS ONE WHO:**
  - a. Submits no restrictions or qualifications beyond those permitted in the proposal request.
  - b. Have the skill, quality and ability to conscientiously, faithfully and promptly fulfill the contract to its letter and spirit.
  - c. Have integrity, judgment, reputation and experience.
  - d. Has sound financial resources as well as the ability to furnish any and all bonding and insurance documents required.
  - e. Is able to comply with all terms and conditions stipulated in the proposal requests.
  - f. Has the knowledge of applicable existing laws and ordinances of the Downtown Development Authorities necessary to provide smooth and efficient relations.
  - g. Has unquestionable ability to provide maintenance and service on the contractual items purchased.
9. **NON-COLLUSION CLAUSE:** By signing and submitting this proposal, proposer states that his proposal is genuine and not collusive or sham; such proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham bid, or that such other person will refrain from proposing and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the price of affiant or any other proposer, or to fix any overhead, profit or cost element of said proposal price.
10. **NON-DISCRIMINATION CLAUSE:** By signing and submitting this proposal for consideration of an award by the SDDA, the contractor and any subcontractor covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the contract.

# Downtown Development Authority of the City of Southfield Request for Proposals For Professional Legal Services

## I. BACKGROUND

The Downtown Development Authority of the city of Southfield was formed in 1988 pursuant to Michigan PA 197 of 1975. The Southfield City Council established the DDA for the express purpose to halt property value deterioration, eliminate the causes of deterioration, and to promote economic growth. The District combines the historic retail center of Southfield with an employment center and significant residential population. The Authority's activities are funded by a 2-mill levy and tax increment revenues. It operates on July 1 fiscal year basis under a separate Board of Directors but is considered a component unit of the City of Southfield. The Authority is located between Greenfield Road (east), Southfield Freeway (west), Mount Vernon (north) and Eight Mile Road (south). Further information concerning the Downtown Development Authority of the City of Southfield can be found on the city of Southfield webpage <http://www.cityofsouthfield.com/dda>

### Overview

The Southfield Downtown Development Authority is requesting proposals from law firms to provide legal services as the Southfield Downtown Development Authority Attorney. The Southfield Downtown Development Authority Attorney will be appointed by the Southfield Downtown Development Authority Board of Directors and will serve as an advisor to the Southfield Downtown Development Authority Board of Directors in relation to their respective duties. See information under '**Legal Services Scope of Services**' for a listing of expected services. The proposal must include general counsel service plus bond and finance issues and other issues deemed necessary by the Executive Director and the Southfield Downtown Development Authority Board of Directors.

The Southfield Downtown Development Authority Board of Directors intends to enter into a contract with a law firm effective June, 2010. The law firm or its representative shall attend all Southfield Downtown Development Authority Board of Directors meetings. The specific attorney attending Southfield Downtown Development Authority Board of Directors meetings shall be approved by the Executive Director.

The City will not be responsible for any costs incurred by any firm to respond to this request. Firms who wish to submit proposals must provide the information outlined in the enclosed Legal Services Qualifications and Pricing Sheet by May 28, 2010. Seven (7) copies of the response must be provided in a sealed envelope clearly marked "**LEGAL SERVICES REQUEST FOR QUALIFICATIONS**". Late proposals will not be accepted.

The tentative timeline is:

<b>Task</b>	<b>Target Date</b>
RFQ's posted	May 14, 2010
Pre-proposal call	May 21, 2010
Deadline to submit proposal responses	May 28, 2010
Evaluation Porcess (week of)	June 1, 2010
SDDA award	June 25, 2010

The Southfield Downtown Development Authority may conduct inquiries and request additional information from firms as the Southfield Downtown Development Authority deems necessary to assist in the evaluation of any proposal. The Executive Director will make a recommendation to the Southfield Downtown Development Authority Board of Directors for a contract with the selected firm. The Southfield Downtown Development Authority expects an initial contract for a term beginning the month of June, 2010 and ending early May, 2013.

The Southfield Downtown Development Authority reserves the right to select the firm with legal services that best meets the needs for the Southfield Downtown Development Authority in the sole judgment of the Southfield Downtown Development Authority and selection will be based on experience, qualifications and/or economic

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benefit to the Southfield Downtown Development Authority. This selection will most likely not be based solely on cost. Answers to questions received will be scheduled via a telephone conference on May 21, 2010 at 2:00 p.m.

### **Minimum Qualifications**

The primary attorney assigned to work on Southfield Downtown Development Authority legal matters shall, at a minimum, possess the following:

1. A juris doctorate degree from an American Bar Association accredited college or university.
2. A valid license to practice law in the State of Michigan.
3. A minimum of five (5) years experience in municipal law, municipal legal issues, and economic development and DDA issues.

### **Legal Services Scope of Services**

The firm shall provide all administrative services and support necessary to manage the workload in order to complete all assignments. This includes office facilities, support staff, legal research options, supplies and equipment. The Southfield Downtown Development Authority anticipates the proposals will identify a primary Attorney who completes the general counsel matters and maintains the centralized responsibility for coordinating other attorneys and support staff.

The scope of services may include the following:

### **General Counsel**

1. Draft and/or review all ordinances, agreements and contracts.
2. Draft and/or review amendments as required by the SDDA.
4. Assist the Southfield Downtown Development Authority in the sale or purchase of real estate.
5. Prepare deeds and other contracts for sale and purchase of property.
6. Prepare formal opinions on the legal ramifications and implications of matters before the Southfield Downtown Development Authority Board of Directors, as requested by the Executive Director.
7. Provide legal advice on actions taken or contemplated.
8. Recommend legislation to the Southfield Downtown Development Authority when appropriate or requested.
9. Attend Southfield Downtown Development Authority meetings.
10. Prepare various legal documents required by the Southfield Downtown Development Authority.
11. Represent the Southfield Downtown Development Authority in administrative proceedings before State agencies.
12. Advise SDDA officials on policy affecting the enforcement of all Southfield Downtown Development Authority ordinances. Consult with Executive Director and SDDA Board of Directors on proposed or revised City policies or ordinances.
13. Meet on a bi-monthly basis (minimum) or as-needed with the Executive Director to review items referred to the SDDA's office.
14. Provide monthly time records to the Executive Director for work performed under the flat rate agreement, and monthly reports to the Executive Director on pending litigation. If items are handled outside the Contract on a flat rate or hourly rate, appropriate records will be kept and provided to the Executive Director on a monthly basis.
15. Develop governance policies on behalf of the Downtown Development Authority
16. Any other SDDA matter as requested by the Executive Director.

### **Prosecution Services**

1. Represent the SDDA in all civil court related matters.
2. Recommend and possibly draft ordinance amendments based on specific circumstances related to the SDDA.
3. As requested by the Executive Director, provide time records for work performed and statistics related to SDDA matters.

### **Civil Cases**

The SDDA attorney will not be required to handle civil litigation by or against the City of Southfield as part of this agreement for legal services. All civil litigation pertaining to SDDA activities will be handled at an hourly rate as

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they exist from time to time. There will be a separate agreement for each civil litigation matter and the rate specified for that matter will be the same rate for the duration of that individual litigation matter.

### **Estimated Workload**

The Southfield Downtown Development Authority does not guarantee a set workload and/or billable hours.

### **Working Paper Retention and Access to Working Papers**

All working papers, including electronic formats and reports must be retained, at the law firms expense, for a minimum of three (3) years, unless the firm is notified in writing by the SDDA of the need to extend the retention period. The legal firm will be required to make working papers available, upon request of the Southfield Downtown Development Authority.

Any firm proposing on the RFQ must adhere to the attached City of Southfield Living Wage Ordinance requirements.

### **Responsibilities of the SDDA**

The SDDA will provide relevant information as requested by the law firm and will be provided space to perform all field work. The space will be located at the SDDA offices. The fiscal year 2010-2011 legal contract will begin immediately upon SDDA Board of Director approval and issuance of a Notice to Proceed. The schedule for subsequent years will be jointly determined on or about April 1<sup>st</sup> of each year.

### **Legal Services Request for Qualifications**

1. Firm name
  - a. Areas of specialty.
  - b. Years in business.
2. Offices
  - a. Office location where the majority of the work will be performed.
  - b. Name and address of parent firm (if applicable).
3. Personnel
  - a. Principal contact (name, phone number, email) of the firm. (Answers to questions received from prospective respondents to this RFQ will be emailed to the address provided.)
  - b. Proposed personnel for legal services to be provided for each discipline. Please provide the specific name of the individual who will handle each discipline (general and prosecution) and attach a current resume.
  - c. Other key personnel names who will be used for Southfield Downtown Development Authority business.
  - d. Total number of licensed attorneys at office listed in 2a. above.
  - e. Total number of all staff at office listed in 2a. above.
4. Does firm have adequate staff to handle another public body or will staff need to be hired?
5. Experience - provide a short narrative (no more than five (5) pages) detailing experience in DDA and Executive Director including areas of expertise.
6. List specific reasons (no more than two (2) pages) why your firm should be considered by the City of Southfield Downtown Development Authority for legal representation.
7. Provide three (3) or more municipal references from prior or current clients, including contact name and telephone number.
8. Disclose any clients or interests that may reasonably be foreseen to constitute a conflict of interest when representing the Southfield Downtown Development Authority (such as other local governments, developers, bidders, etc.).
9. Describe how your firm will handle the day to day of this contract. This is particularly important if you do not have a local Southfield office.
10. Provide evidence of a comprehensive liability and workers compensation insurance policy for all staff assigned to work for the City.
11. Note any exceptions or deviations to the required scope of services outlined in Appendix A.
12. During the past five (5) years, has the firm had any Bar Association complaints filed against it? If so, please explain.

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- 13. Has the firm been in bankruptcy, reorganization or receivership in the last five (5) years?
- 14. Has the firm been terminated by any municipal client in the last five (5) years? If so, please explain.
- 15. Define the standard time frames for response by the Southfield Downtown Development Authority to inquiries from the Southfield Downtown Development Authority Board of Directors and Executive Director.
- 16. Describe how your firm would familiarize yourself with the current issues facing the Southfield Downtown Development Authority.
- 17. Pricing - note the Southfield Downtown Development Authority prefers a combination of monthly retainer and per hour charges (to the tenth of an hour), but will consider all pricing structures submitted.

**Finalists Interviews:**

Proposers who submit a proposal **may** be invited to make an oral presentation of their proposal to the evaluation committee.

**Selection Criteria:**

The SDDA will select the best proposal based on a combination of factors. The SDDA’s evaluation committee, utilizing the following criteria and weight, will evaluate each proposal:

<b>Criteria</b>	<b>Weight</b>
Experience and expertise	40%
Legal approach ( <i>including adequacy of staff and procedures</i> )	30%
Cost	30%

**City of Southfield Pricing Sheet for Request for Proposals for  
Professional Legal Services**

**Pricing**

Base Contract: Provide hourly rates and the number of hours for the employee classifications listed below. For any employee classification not specifically indicated, list the classification name, number of hours, and the applicable hourly rates.

	<b>2009/2010 LEGAL FEES</b>		<b>2010/2011 LEGAL FEES</b>		<b>2011/2012 LEGAL FEES</b>	
	Number of Hours	Hourly Rates	Number of Hours	Hourly Rates	Number of Hours	Hourly Rates
<b>PARTNERS</b>		\$ _____		\$ _____		\$ _____
<b>MANAGERS</b>		\$ _____		\$ _____		\$ _____
<b>SUPERVISORY STAFF</b>		\$ _____		\$ _____		\$ _____
<b>STAFF</b>						
<b>OTHER EMPLOYEES (PLEASE SPECIFY)</b>		\$ _____		\$ _____		\$ _____
<b>OTHER EMPLOYEES (PLEASE SPECIFY)</b>						
<b>OTHER EMPLOYEES (PLEASE SPECIFY)</b>						
<b>GRAND TOTAL NOT TO EXCEED AMOUNT</b>		\$ _____		\$ _____		\$ _____

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Authorized Signature

**Supplemental Specification:  
City of Southfield Living Wage Ordinance**

The Contractor shall comply with the terms of the City of Southfield “Living Wage Ordinance”, Chapter 14 of Title I, of the Code of the City of Southfield (the “Ordinance”).

The Contractor shall pay its “covered employees” (a person employed full-time to perform services in connection with the Contractor’s contract(s) with the City, including related subcontracts) and at least 90% of all the employees working on behalf of the Contractor in connection with a contract with the City, no less than a “Living Wage”.

A “Living Wage” means an hourly rate which, on an annual basis (based on forty hours per week, fifty weeks per year) is equivalent to either of the following:

- a) One Hundred Twenty-Five percent (125%) of the federal poverty guideline, or
- b) One Hundred percent (100%) of the federal poverty guideline if Health Care Benefits are provided to the covered employee - (“Health Care Benefits” means comprehensive, medical coverage for the covered employee fully paid for by the Contractor, whether provided on an insured or self-funded basis. “Health Care Benefits” may include membership in a health maintenance organization (HMO) or similar entity, if the membership or subscription fee is fully paid by the Contractor).

The Contractor shall be required to certify both at the commencement of the Contract and upon request for final contract payment that it is in compliance with the requirements of the Living Wage Ordinance.

The Contractor shall post a notice of its obligation to comply with the Living Wage Ordinance in a conspicuous place in any work place where a covered employee is employed. The notice shall also state that if the Contractor has failed to pay a living wage to a covered employee, such employee may file a notice of non-compliance with the City of Southfield Purchasing Agent. The Purchasing Agent, based on such notice, or, on his or her own initiative if a possible violation of the Ordinance is discovered by other means, shall forward a notice to the Contractor by first class mail describing the violation, requesting the submission of proof of compliance within thirty (30) days of mailing. Failure by the Contractor to submit proof of compliance within such thirty (30) day period shall result in termination of the Contract.

In addition, a violation of the Ordinance is a civil infraction, punishable by a fine of not more than \$500.00 plus all costs of the action. The Court may issue and enforce any judgment, writ, or order necessary to enforce the Ordinance, including payment to the affected covered employee or employees of the difference between wages actually paid and the living wage that should have been paid, plus interest, and other relief deemed appropriate.

The Contractor shall not reduce the compensation, wages, fringe benefits, or leaves available to any covered employee or other employee in order to pay the living wage required by the Ordinance.

The following exemptions from compliance with the Ordinance shall apply:

The provisions of the Ordinance shall not apply to a contract with another unit of government.

The provisions of the Ordinance shall not apply to a covered employee who is:

- (a) younger than (18) years of age;
- (b) employed during summer months in a student or youth employment program;
- (c) engaged in any training program, not to exceed a time period of ninety (90) days, that qualifies the person either to begin employment with the covered employer or to receive an employment promotion within the covered employer; or

(d) engaged or participating in a bona fide, student internship program.

The provisions of the Ordinance shall not apply where a covered employee is subject to the terms of a collective bargaining agreement.

The provisions of the Ordinance shall not apply where federal or state law requires the payment of a prevailing wage.

A non-profit covered employer, which is recognized by the Internal Revenue Service as tax exempt under the Internal Revenue Code, shall be exempt from the provisions of the Ordinance, provided that this exemption shall only apply to non-profit, covered employer if it employs ten (10) or fewer employees on a continuous basis. A continuous basis is defined as employing ten (10) or fewer employees on each working day in each twenty (20) or more calendar weeks in the current or preceding year.

The provisions of the Ordinance shall not apply to contracts entered into prior to the effective date of this Chapter.

**2006 Applicable Living Wage Rates**

For employees <u>not</u> covered under health care benefits	<b>\$12.50/hour</b>
For employees covered under health care benefits	<b>\$10.00/hour</b>