

CITY OF ST JOSEPH

REQUEST FOR PROPOSAL

NO RFP2017-23

Page 1 of 17

Proposals Must Be Received No
Later Than

Time: 4:00 P.M. Date: 4/6/17

For Information Contact

Purchasing

at (816) 271-5330

This document constitutes a request for sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items as described herein.

Proposals must be mailed or delivered to the Division of Purchasing, 1100 Frederick Avenue Room 201, St. Joseph, MO 64501.

Legal Counsel – Labor & Employment Law Services

Please have the Bid Name and Number on the outside of the sealed proposals.

The offeror must provide all information required in this document pursuant to the specifications attached and included herein.

The offeror hereby agrees to provide the services and/or items at the prices quoted, pursuant to the attached terms and conditions of Request for Proposal or Invitation to Bidders and Terms and Conditions of Purchase, and further agrees that when this document is countersigned by an authorized official of the City of St. Joseph, a binding contract, as defined herein, shall exist between the offeror and the City of St. Joseph.

SIGNATURE REQUIRED

Offeror's Signature: _____ Offeror's Printed Name: _____ Title : _____

Company Name: _____ Date of Proposal: _____

Mailing Address: _____ Telephone: _____

City: _____ State: _____ Zip: _____

Email Address: _____

City Vendor No. (If Known) _____ If none, Social Security or Federal Tax No _____

NOTICE OF AWARD (This section for City of St. Joseph use only)

Requisition No. _____

This proposal is accepted by the City of St. Joseph as follows:

Purchase Order _____

Buyer

Purchasing Agent

Date

CITY OF ST. JOSEPH
PURCHASING DIVISION
TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL
OR INVITATION TO BIDDER

1. PREPARATION OF BIDS

- a. Bidder's are expected to examine the specifications, delivery schedule, bid prices and all instructions of the Request for Proposal or Invitation to Bid. Failure to do so will be at bidder's risk. In case of a mistake in extension, the unit price(s) will govern.
- b. Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. The bidder shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid on alternate brands will be received and considered in complete compliance with the specifications as listed on the bid forms.
- c. All supplies and equipment offered in a bid must be new and of current production unless the Request for Proposal or Invitation to Bidder clearly specifies that used or reconditioned supplies or equipment be offered.
- d. Firm fixed prices shall be bid and include all packing, handling and shipping charges.
- e. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety days (90) from bid opening and for the specified contract period.

2. TAX EXEMPTION

- a. Do not bill federal tax. Certificate number 44-6000256.
Do not bill state tax. Certificate number 12493457.

3. SUBMISSION OF BIDS

- a. A bid submitted by a bidder must (1) be manually signed by the bidder on the Purchasing Division's Request for Proposal or Invitation to Bidder, (2) contain all requested information, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to: the Purchasing Division, 1100 Frederick, Room 201; St. Joseph, MO 64501, and officially clocked in no later than the exact time and date specified on the Request for Proposal or Invitation to Bidder.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the official closing date and time.
- c. Submission of this bid constitutes an assignment by the bidder to the City of all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Missouri, which causes of action have accrued or will accrue as the result of or in relation to the particular good or services purchased or procured by it in fulfillment of any contract with the City arising from this bid.

4. MODIFICATION OR WITHDRAWAL OF BIDS

- a. Bids may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A bid may also be withdrawn or modified in person by the bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.
- B. After the official closing date and time, no bid may be modified or withdrawn.

5. BID OPENING

- a. Bid openings shall be public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegraph or telephone will not be acceptable. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

6. AWARDS

- a. Unless otherwise stated in the Price Inquiry, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
- c. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the Price Inquiry and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors.
- d. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the City; and shall bind the bidder to furnish and deliver at the price, and in accordance with the conditions of said accepted bid and detailed specifications.
- e. The City of St. Joseph is not obligated for expenditures unless funds have been encumbered by Purchase Order or Contract. The completion of the "Notice of Award" by the City is not an authorization for shipment or to proceed with services.

7. OPEN COMPETITION

- a. It is the intent and purpose of the Division of Purchasing that the Price Inquiry permits free and open competition. However, it shall be the bidder's responsibility to advise the Purchasing Division if any language, requirements are, or any combination thereof, inadvertently restricts or limits the requirements, are, or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a bid. The notification should be received by the Purchasing Division at least ten days prior to the Price Inquiry closing date and time. The bidder may submit notification after the bid closing providing sufficient time is permitted for a thorough review by the Purchasing Division and its decision will be final.

CITY OF ST. JOSEPH
PURCHASING DIVISION
TERMS AND CONDITIONS OF PURCHASE

This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Purchasing Agent.

1. QUANTITIES

The City of St. Joseph assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any unauthorized quantity is subject to the City's rejection and returned at the Seller's expense.

2. DELIVERY

Time is of the essence of this order. If deliveries are not made at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Seller liable for any procurement costs.

3. SHIPMENT

Deliveries shall be F.O.B. destination unless otherwise specified by the City.

4. INVOICES

An original and one copy of the invoice shall be submitted and shall show the purchase order number or contract number and contain full descriptive information of item or services furnished.

5. INSPECTION AND ACCEPTANCE

No material received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein upon inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit and replacement. Such right to return offer to the City arising from the City's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

6. PAYMENT

Payments will be made only to the company and address as set forth on the Purchase Order or Contract; unless the Vendor had requested payments be made to a different address or a change thereto on an official company letterhead and signed by an authorized officer of the company which would not be in conflict with a court order. All payments will be net thirty (30) days from invoice date unless a discount is offered.

7. WARRANTY

Seller expressly warrants that all articles, materials and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.

8. PATENTS

Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by City.

9. BANKRUPTCY OR INSOLVENCY

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

10. COMPLIANCE OF APPLICABLE LAWS

The Seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any State, municipality or any other governmental authority or agency in the manufacture of sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

11. INTERPRETATION OF CONTRACT AND ASSIGNMENTS

The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Seller without City's written consent and any attempted assignment without such consent shall be void.

12. TERMINATION OF CONTRACT

The City reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Contractor or by any of his Subcontractors, in the sole judgment and discretion of the City. In the event of such termination, the Contractor shall be liable for any excess costs incurred by the City. If the contract is so terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the Contractor will be liable for excess costs occasioned thereby.

13. NON-DISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS

Contractor shall comply with R.S.M.O. 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this contract, Contractor shall affirm, by sworn affidavit and provision of documentation, its compliance with R.S.M.O. 285.530 as well as its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

15. PROVISIONS BY LAW DEEMED INSERTED

Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

16. PERFORMANCE BONDS

If required, as a condition for the award of a contract, the amount of a performance bond will be described in the Invitation To Bidders at the time of issuance. The performance bond must be issued for the amount specified by a surety company, or secured with a certified check, cash, or cashiers check. No personal or company checks are acceptable.

LABOR AND EMPLOYMENT LAW
LEGAL COUNSEL

RFP Number: RFP2017-23

4:00 p.m. Thursday, April 6, 2017

Administrative Services Department

Division of Purchasing

Room 201, City Hall

1100 Frederick Avenue

St. Joseph, Missouri 64501

Requests for information related to this RFP should be directed to:

Tammy Bembrick
Purchasing Agent
Room 201, City Hall, 1100 Frederick Avenue
St. Joseph, Missouri 64501

Telephone: (816) 271-5330
Facsimile: (816) 271-4697
E-Mail: tbembrick@stjoemo.org

REQUEST FOR PROPOSAL
LABOR AND EMPLOYMENT LAW
LEGAL COUNSEL

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1.0 PURPOSE AND GENERAL OVERVIEW

The intent of this Request for Proposal (“RFP”) is to obtain proposals from qualified law firms to assist the City of St. Joseph (“City”) by providing legal services, advice and other related consulting services with regard to labor and employment law, including issues related to the collective bargaining process. Law firms responding to this RFP should have extensive experience, a knowledgeable background and qualifications in the following areas:

- a. Protection and promotion of local government interests related to labor and employment law issues;
- b. Provision of objective legal advice and/or opinions related to labor and employment law issues; and
- c. Extensive experience, training and representation with regard to collective bargaining, employment and working agreements.

The City is looking for a competent, professional group capable of providing the City with legal advice, and other related consulting services, with regard to a wide variety of labor and employment law issues, including the collective bargaining process, through June 30, 2022, and advising City staff members, as well as its elected and appointed officials, on these issues, as well.

Special consideration will be given to firms that have successfully represented public sector entities on labor and employment law issues in Missouri. Special consideration will also be given to firms that the City’s representatives believe will be able to establish a strong, trusting and close working relationship with the City’s staff, as well as its elected and appointed officials, and to firms that will be most responsive to the City’s consulting needs.

The firm must provide full disclosure of all existing client relationships that currently, or prospectively, may give rise to conflicts of interest and disqualification as governed by the codes or rules of professional responsibility and conduct promulgated by the American Bar Association.

2.0 COMPETITION INTENDED

It is the City’s intent that this RFP permit competition. It shall be the offeror’s responsibility to advise the City, in writing, if any language, requirements, scope specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the City no later than five (5) calendar days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

The case of *Independence-National Education Association, et al. v. Independence School District*, 223 S.W.3d 131 (Mo. Banc 2007) involved a situation where the School District had refused to “bargain collectively” with its employee representatives and unilaterally repudiated its existing agreements. The Missouri Supreme Court overruled two earlier Supreme Court decisions, which had provided critical guidance to Missouri public employers for decades, in holding that:

- a. Missouri public employees have the right to “bargain collectively.” The Court held that “all employees, including those represented by the employee associations in this case, have the “right to bargain collectively.”
- b. The right to bargain collectively extends to all classifications of public employees, including employee groups that are not covered by the current public sector labor law. (RSMo., Section 105.500 et seq.)

[The Court’s decision now makes it clear that teachers (and presumably, police, deputy sheriffs, state highway patrolmen, Missouri National Guard and college and university teachers) have the same right to bargain collectively through representatives of their own choosing as all other public employees.]

- c. Missouri public employers must bargain collectively with the representatives of their employees, but they need not reach agreement as to any specific proposal made by the representative.

[So long as a public employer satisfies its obligation to entertain proposals from the employees’ representative, the employer remains empowered to implement its own terms and conditions over the objection of the employees’ representative.]

- d. Agreements between public employers and employee representatives are enforceable contracts and may not unilaterally be repudiated by the public body. In other words, agreements made with employee groups will be afforded the same legal respect as contracts made with other individuals and entities – although public employees, unlike their private-sector counterparts, are not permitted to strike.

The Court’s abrupt change in course with respect to collective bargaining has created ground rules for public employers and employee representatives, many of which remain untested. Given these new ground rules, it is necessary to retain the services of legal counsel with extensive experience in labor and employment law; collective bargaining, in particular.

4.0 SCOPE OF SERVICES

All proposals must be made on the basis of and either meet or exceed the required legal services contained herein. The law firm shall be responsible for performing or assisting City staff members, and/or its financial advisors, in completing the following tasks:

- a. Provide legal advice and counsel on matters pertaining to the collective bargaining process to include contract negotiations, arbitration, etc., as needed.
- b. Provide legal advice and counsel on matters pertaining to employee discipline, as needed.
- c. Provide legal advice and counsel on matters pertaining to harassment and/or discrimination, as needed.
- d. Provide legal advice and counsel on matters pertaining to the application of the Fair Labor Standards Act (FLSA), the Family Medical Leave Act (FMLA), and/or other federal laws that may affect employee compensation and benefits, as needed.
- e. Provide legal advice and counsel on matters pertaining to policies associated with alcohol and controlled substance testing, as needed.
- f. Provide legal advice and counsel on matters pertaining to employee injuries and disabilities, (to include workers' compensation), as needed.
- g. Provide legal advice and counsel on any additional general employment law matters, including, COBRA, privacy issues, background checks, etc., as needed.
- h. Conduct two educational/training sessions each year in order to provide a general overview of various labor and employment law matters, or other relevant topics.

5.0 ASSIGNMENT OF KEY ADVISORY PERSONNEL

The law firm shall submit, prior to assignment, the name, position description, resume and duration of assignment for each key professional employee who will be providing advice with regard to labor and/or employment law matters, on an as-needed basis. If the law firm has assigned a specific employee(s) to work on a particular labor and/or employment law matter, the law firm shall not remove such employee(s) from the project without prior approval of the City, which

approval shall not be unreasonably withheld. The law firm shall nominate a replacement employee to the City and shall not remove any employee from a project until a replacement has been approved by the City.

6.0 BASIS FOR COMPENSATION AND PAYMENT

The compensation for services to be provided by the law firm awarded a contract under this proposal shall be based upon the actual time incurred by the law firm in completing said services, invoiced at standard hourly rates in one-tenth hour increments. Direct expenses incurred in the completion of said services (extraordinary printing costs, travel expenses, computer expenses, etc.) shall be invoiced at actual cost.

The actual scope of work for individual projects shall be defined in a separate instrument prior to the initiation of any specific project, with fees associated therewith determined at that time. Such scope of work shall be authorized by the City in advance of any actual work being performed. The fee schedule submitted as a part of this proposal, and made part of a contract/price agreement by the successful respondent, shall be adhered to by the law firm for twelve (12) calendar months.

7.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

7.1 Submission of Proposals and Pricing Information

- a. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- b. All price quotes must be submitted on the designated Request for Proposal Pricing Form.
- c. All attachments to the RFP requiring execution by the firm are to be returned with the proposals.
- d. Proposals must be received by the Division of Purchasing BEFORE the hour specified on the acceptance date. Proposals may either be mailed or hand-delivered to Room 201, City Hall, 1100 Frederick Avenue, St. Joseph, Missouri 64501. Requests for extensions of this time and date will not be granted. Firms mailing their proposal shall allow for normal mail time to ensure receipt of their proposal by the Division of Purchasing prior to the time and date fixed for acceptance of the proposals. Proposals, or unsolicited amendments to proposals, received by the City after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

- e. Price quotes must be submitted on the designated Request for Proposal Pricing Form only and are to be attached to the proposal in a sealed envelope. Be sure the envelope is properly identified in that the face of the envelope shall indicate 1) "Pricing Form"; (2) the RFP number, 3) the time and date of public acceptance, and 4) the title of the proposal.
- f. Each firm shall submit one original and three (3) copies of their proposal (including price proposal) to the Division of Purchasing as indicated on the cover sheet of this RFP. The original proposal shall be clearly marked.

7.2 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request, or if additional data is necessary to enable an exact interpretation of provisions of this request, revisions will be provided to all firms who receive or request this RFP.

7.3 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if the RFP number, acceptance date and offeror's return address is shown on the envelope.

7.4 Miscellaneous Requirements

- a. The City will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- b. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Purchasing will schedule the time and location for this presentation.
- c. The contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded, and the successful firm will be expected to sign a contract with the City.
- d. The City reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City. Offerors whose proposals are not accepted will be notified in writing.

- e. The successful offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval, in writing, by the City.

7.5 Withdrawal of Proposals

- a. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- b. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

7.6 Firm Pricing for City Acceptance

Proposal pricing must be firm for City acceptance for ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable, unless requested.

7.7 Authority to Bind Firm in Contract

Proposals MUST give the full firm name and address of the offeror. Failure to manually sign the proposal may disqualify it. The person signing the proposal should show TITLE or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. The firm name and authorized signature must appear on the proposal in the space provided in the lower right-hand corner.

7.8 Exemption from Taxes

The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the City's tax exempt status will be furnished by the City on request.

7.9 Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all firms. Inquires pertaining to the RFPs must give the RFP

number, title and acceptance date. Material questions will be answered, in writing, and will be distributed to all firms who receive the RFP; provided, however, that all questions are received at least fifteen (15) days in advance of the proposal acceptance date.

7.10 Substitutions

NO substitutions, including key personnel, or cancellations are permitted after the award without written approval of the City Attorney, in consultation with the Division of Purchasing.

7.11 Rights of City

The City reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the contract(s) to best serve the interest of the City.

7.12 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

7.13 Compliance with City Purchasing Ordinance.

All proposals submitted shall be in compliance with the City's Purchasing Ordinance.

7.14 License Requirement

All firms doing business in the City are required to be licensed in accordance with the City's business license code, if applicable.

Questions concerning the City's business license code should be directed to the License and Permit Supervisor at (816) 271-4757.

7.15 Proprietary Information

It is the responsibility of each offeror to clearly mark any part of his/her proposal considered to be of a PROPRIETARY OR CONFIDENTIAL NATURE. Offerors shall not mark sections of their proposal as PROPRIETARY OR CONFIDENTIAL if they are to be part of the award of the contract and are of a "Material" nature, (i.e., prices).

8.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The City Proposal Analysis Group will independently read, review and evaluate each proposal, and selection will be made on the basis of the criteria listed below. The firms submitting proposals shall include the following:

- a. Proven record of experience in public law, specifically related to labor and employment law matters;
- b. Proven knowledge of applicable Federal, State and local laws;
- c. Ability to provide collective bargaining, employment or labor law counsel services in a timely manner;
- d. Personnel qualifications (i.e., resumes of key personnel who will be responsible for the work);
- e. References (i.e., satisfaction of former clients) along with names and addresses of parties for whom comparable work has been performed;
- f. Overall completeness, clarity and quality of proposal; and
- g. Cost of services (i.e., price proposal).

Once each member of the Proposal Analysis Group has independently read and rated each proposal, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. At this point, if necessary, the Proposal Analysis Group will conduct interviews and have discussions with only the top ranked firms (usually the top three depending upon the number of proposals received). If an offeror is selected outright or is selected for interview and subsequent discussion, that offeror must submit the required pricing forms containing a non-binding estimate of the cost of services and the required costing data sheets indicating an estimate of the number of man-hours and other data. These forms, provided in the original solicitation, must be submitted to the City within three (3) working days of notification. During the interview process and discussion stage, the non-binding price proposals and costing data sheets can be discussed. Once these interviews and discussions are completed, including the non-binding estimates of cost and man-hours, the Proposal Analysis Group will finalize the rankings, including consideration of the cost of services (i.e., price proposal). Final negotiations for a binding estimate of cost will begin with the top ranked firm. If a contract acceptable to the City cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated with the top ranked firm and negotiations conducted with the next ranked firm, and so on. The Proposal Analysis Group will conduct all subsequent negotiations and will make a recommendation to the City Council for the resulting contract award.

References for:

IMPORTANT: Offerors shall provide references on this form only.

1. Name:

Contact:

Title:

Mailing Address:

Telephone:

2. Name:

Contact:

Title:

Mailing Address:

Telephone:

3. Name:

Contact:

Title:

Mailing Address:

Telephone:

4. Name:

Contact:

Title:

Mailing Address:

Telephone:

5. Name:

Contact:

Title:

Mailing Address:

Telephone:

REQUEST FOR PROPOSAL PRICING FORM

**LABOR AND EMPLOYMENT LAW
LEGAL COUNSEL**

Date: _____

RFP Number: _____

NOTICE TO OFFERORS: All law firms interested in offering a proposal under this Request For Proposal must submit pricing information on this form and complete all attachments herein.

THE LAW FIRM OF: _____

ADDRESS: _____

The law firm noted above hereby agrees to provide the requested services as defined in Request for Proposal No. _____ on an hourly basis as follows:

Year One – Fiscal Year Ending June 30, 2018

Attorney Name

Hourly Rate

Year Two – Fiscal Year Ending June 30, 2019

Attorney Name

Hourly Rate

Year Three – Fiscal Year Ending June 30, 2020

Attorney Name

Hourly Rate

Year Four – *Fiscal Year Ending June 30, 2021*

Attorney Name

Hourly Rate

Year Five – *Fiscal Year Ending June 30, 2022*

Attorney Name

Hourly Rate

The requested services noted in Section 4.0 shall be provided at the hourly rates noted above, for services performed during each of the years noted above. A fixed amount of \$_____ may be charged for any training, or educational sessions conducted. Additional legal services or other activities must be pre-approved by the City, in writing, and will be deemed reimbursable according to the hourly rate schedule referenced above.

Business License Number:

FEDERAL TAX ID NUMBER:

Person to contact regarding this proposal:

Telephone: _____

Fax: _____