

REQUEST FOR PROPOSALS

**Small Business and Commercial Corridor Revitalization
Program**

Marketing and Communications Services

Issued by the:

Economic Development Corporation
of the City Of Detroit

Issued on:

December 3, 2014

GENERAL INFORMATION

PART I

1-1 DEFINITIONS

For the purposes of this Request for Proposal, "Proposer" shall mean corporations, firms of other entities or persons submitting a response to the Request for Proposal.

1-2 PURPOSE

This Request for Proposal ("RFP") provides standards and guidelines for the submission of proposals for the selection of a qualified professional services firm and/or vendor to provide marketing and communications services for a small business development and commercial corridor revitalization program. The program is currently under development by the Economic Development Corporation of the City of Detroit ("EDC"). The EDC anticipates issuing a contract for services for approximately a one (1) year period concluding on December 31, 2015, with an option for the EDC to extend the contract for up to one (1) additional one-year period.

1-3 PROPOSAL SUBMISSION AND WITHDRAWAL

The EDC will receive proposals in hard copy AND electronic formats.

Proposals should be addressed as follows:

Michael Forsyth
Economic Development Corporation of the City Of Detroit
500 Griswold Street, Suite 2200
Detroit, MI 48226
mforsyth@degc.org

To facilitate processing please mark the outside of the envelope as follows: "Marketing and Communications Services Proposal." The envelope shall also include the **PROPOSER'S RETURN ADDRESS**.

Proposers shall submit three (3) hard copies of the proposal in a sealed, opaque envelope marked as noted above. A Proposer may submit the proposal by personal delivery or by mail, but not by facsimile.

All electronic proposals must be submitted in PDF format. Electronic proposals submitted via email should not exceed 20 MB and cannot be submitted in zip file format. If the proposal exceeds 20 MB, the Proposer shall provide a link to a secured site for proposal download (such as DropBox or Google Drive).

THE EDC MUST RECEIVE ALL PROPOSALS BY 5:00 PM ON DECEMBER 22, 2014.

The EDC cautions Proposers to assure actual delivery of mailed or hand-delivered proposals **directly** to the above-stated address prior to the submission deadline. Telephone confirmation of timely receipt of the proposal may be made by calling 313-963-2940 before the deadline. A proposal received by the EDC after the established deadline will not be considered.

Proposers may withdraw their proposals by notifying the EDC in writing at any time prior to the submission deadline via mail or email. After the deadline, proposals shall become a record of the EDC and will not be returned to the Proposers.

Upon opening, proposals are subject to public disclosure consistent with Michigan law. Proposers must invoke the exemptions to disclosure provided by law and must identify in the proposal the data or other materials to be protected and state both the reasons why such exemption from public disclosure is necessary and the legal basis for such exemption.

1-4 INVITATION TO PROPOSE

The EDC solicits offers for the services of responsible, qualified professional services firm and/or vendor to provide marketing and communications services for a new small business and commercial corridor revitalization program.

1-5 CONTRACT AWARDS

The EDC anticipates entering into a contract with the Proposer who submits the proposal judged by the EDC to be the most responsive, price and other factors considered. The EDC anticipates awarding one contract but reserves the right to award more than one if in the EDC's best interest. The basis for EDC contract awards are based on federal procurement policies set forth in 24 CFR 85.36. More specifically, this solicitation is being made pursuant the "competitive proposal" method of procurement per 24 CFR 85.36(d)3.

The Proposer understands that this RFP does not constitute an offer or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the EDC and executed by the parties. A Sample Standard Contract is attached to this RFP. The EDC anticipates that the final contract will be in substantial conformance with the Sample Standard Contract; nevertheless, Proposers are advised that any contract which may result from the RFP may deviate from the Sample Standard Contract.

The EDC reserves the right to reject all proposals, to abandon the project, or to re-advertise for and solicit other proposals. The EDC reserves the right to request clarification on information submitted and request additional information of more than one vendor. The EDC may, in its discretion, waive any informalities and irregularities contained in the proposal or in the manner of its submittal and award a contract thereafter. The EDC further reserves the right to negotiate any and all terms of the proposal.

1-6 DEVELOPMENT COSTS

Neither the EDC nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFP. Proposers are encouraged to prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-7 INQUIRIES

Interested Proposers with questions about the proposal may contact the EDC regarding questions about the proposal via mail at 500 Griswold Street, Suite 2200, Detroit, MI 48226 or via email at mforsyth@degc.org. All questions or requests for clarification concerning the meaning or interpretation of this RFP must be received in writing by EDC by December 10. The EDC will publish responses to all questions or requests for clarification received by December 17, 2014.

All questions should be addressed as follows:

Michael Forsyth
Economic Development Corporation of the City Of Detroit
500 Griswold Street, Suite 2200
Detroit, MI 48226
mforsyth@degc.org
Subject line: "Marketing and Communications Services RFP Question"

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the EDC through written communication with the EDC prior to the opening of the proposals.

1-8 MANDATORY PRE-SUBMITTAL CONFERENCE

A mandatory pre-submittal conference for the project will be held at the offices of the EDC at 1:00 P.M. (EST) on December 15, 2014. Failure to attend the pre-submittal conference may result in a determination that the Proposer's subsequent submittal is not responsive and may not be considered for evaluation.

1-9 TIMETABLES

The EDC and Proposers shall adhere to the following schedule in all actions concerning this RFP:

- A. On December 3, 2014, the EDC issues the RFP.
- B. On December 10, 2014, deadline for submission of questions and clarifications.
- C. On December 15, 2014 at 1:00 PM the EDC hosts a mandatory pre-submittal conference.
- D. On December 17, 2014, EDC publishes responses to questions and clarifications
- E. The proposals must be received by the EDC by 5:00 PM on December 22, 2014.
- F. The EDC's Selection Committee or Staff will review and evaluate the proposals in a timely manner and select the most qualified proposal. The EDC's Selection Committee or Staff may notify up to three (3) candidates for interviews.
- G. The EDC's Selection Committee or Staff may interview up to three (3) selected Proposers from 2:00 PM to 5:00 PM on January 5, 2014 at the offices of the EDC. The EDC requests that all Proposer's reserve this time for a potential interview.
- H. The EDC may enter into a contract after obtaining appropriate approvals and conducting negotiations.

1-10 DELAYS

The EDC may delay scheduled due dates if it is to the advantage of the EDC to do so. The EDC will notify known, potential Proposers of all schedule changes by written addenda.

1-11 ADDENDA

If revisions to the RFP become necessary, the EDC will provide written addenda to all known, potential Proposers. All addenda issued by the EDC will include a receipt form which must be signed and included with any proposal submitted to the EDC. If multiple addenda are issued, a separate receipt for each addendum must be included with the proposal when it is submitted to the EDC.

All Proposers wishing to be notified of any addenda should provide to the EDC the Proposer's name, address, telephone number, and if available, facsimile number or e-mail address.

1-12 SELECTION PROCESS

The proposals will be reviewed by a Selection Committee or EDC staff. The reviewers will evaluate and rate each proposal utilizing a number of criteria, including but not limited to:

- A. Overall responsiveness and quality of the proposal in clearly stating an understanding of the work to be performed.
- B. Technical ability of the Proposer to perform the required services.
- C. The experience, background and availability of the Primary Contact.
- D. The experience and availability of support staff for the Primary Contact.
- E. The experience and reputation of the Proposer as represented in the response and the quality of the references.
- F. Cost of services. Although a significant factor, fees and expenses may not be the dominant factor. Fees and expenses will be a particularly important factor when all other evaluation criteria are relatively equal. A cost or price analysis is performed will be performed by the EDC for this procurement action.
- G. Considerations of small firms, minority-owned firms, women-owned firms or labor surplus area firms (24 CFR 85.36(e)) and businesses located in or owned by residents of the city of Detroit (24 CFR 570.607(b)).

The EDC will evaluate proposals and will select the Proposer which meets the best interests of the EDC and is deemed most responsive. The EDC shall be the sole judge of its determination of responsiveness, the proposals, and the resulting negotiated agreement. The EDC's decisions will be final.

1-13 INTERVIEWS

After evaluating the proposals, the EDC may request additional information. In its discretion, the EDC may require any Proposer to attend an interview to make an oral presentation of the proposal. These presentations provide an opportunity for the Proposer to clarify the proposal for the EDC. The EDC will schedule any such presentations.

- a. The EDC's Selection Committee or Staff will review and evaluate the proposals in a timely manner and select the most qualified proposal. The EDC's Selection Committee or Staff may notify up to three (3) candidates for interviews.
- b. The EDC's Selection Committee or Staff may interview up to three (3) selected Proposers from 2:00 PM to 5:00 PM on January 5, 2014 at the offices of the EDC. The EDC requests that all Proposer's reserve this time for a potential interview.

After completing of the selection process, the reviewers will present a recommendation for approval to EDC's Board of Directors. The EDC reserves the right to negotiate any and all elements of this proposal, including but not limited the fee structure and length of the contract, with the company selected as qualified professional services firm and/or vendor for the EDC.

1-14 INSURANCE

The Proposer, if awarded a contract, during the performance of the services under the contract shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein, as more particularly described in the final contract, and shall provide originals or certified copies of all policies, which shall be written by an insurance company authorized to do business in Michigan. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract. The policies shall contain an agreement by the insurer that such policies shall not be canceled or materially changed without at least thirty (30) days prior notice to the EDC. Such policies other than Workers' Compensation and Employers' Liability shall name the "City of Detroit" and "Economic Development Corporation of the City of Detroit" as additional insureds, and shall state that the Proposer's insurance is primary, with respect to the City of Detroit, and the EDC as additional insureds, and not excess over any insurance already carried by the City of Detroit, and the EDC.

- A. Workers' Compensation insurance which meets Michigan statutory requirements and Employers' Liability insurance with minimum limits of \$500,000 for each accident, each disease, and each employee. The Proposer agrees that it will obtain a similar covenant with respect to Workers' Compensation insurance from any consultant or subcontractor retained by the Proposer to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Proposer.
- B. Comprehensive General Liability insurance (occurrence based) which conforms to the following requirements: the minimum policy limits shall be \$2,000,000 each occurrence for bodily injury and \$2,000,000 each occurrence for property damage;
- C. If the Comprehensive General policy does not contain the standard IPSO (Insurance Services Office) wording of "definition of insured" which reads essentially as follows: "The insurance afforded applies separately to each insured , the policy shall contain the following cross liability endorsement:

"It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee or any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except nothing herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one (1) insured been named."

The Comprehensive General Liability insurance required herein will include Contractual Liability coverage, including coverage for Proposer's obligations as defined in the Article entitled "Indemnity" of this Agreement. The Comprehensive General Liability insurance shall also include products/completed operations and independent contractors' coverages.
- D. Professional Liability (error and omission) insurance with minimum limits of \$2,000,000 each occurrence. This insurance shall be kept in force and effect for two (2) years after

receipt of final payment by the Proposer.* The Professional Liability Policy, when renewed or replaced, must have a retroactive date that coincides with, or precedes, the start of work under this Agreement.

- E. Automobile Liability insurance covering all owned, non-owned, or hired automobiles with minimum limits for bodily injury and property damage of \$1,000,000 combined single limit. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the Proposer.

In the event that the subcontractors used by the Proposer do not have insurance, or do not meet the insurance limits, Proposer shall indemnify and hold harmless the EDC for any claim in excess of the subcontractor's insurance coverage, arising out of negligent acts, errors or omissions of the subcontractor.

Proposer shall not commence work under the contract until all insurance required as stated herein has been obtained and such insurance has been approved by the EDC.

1-15 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Proposer shall, to the fullest extent permitted by law, in addition to any other obligation to indemnify the EDC under the contract or law, indemnify, defend, and hold harmless the EDC, the City, and their respective agents, elected officials and employees, against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses (including, without limitation, actual fees and expenses of attorneys, expert witnesses, and other consultants) which may be imposed upon, incurred by, or asserted against the EDC, or the City arising out of any actual or alleged (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting in whole or in part from any actual or alleged act or omission of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights by Proposer, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (c) liens, claims or actions made by the Proposer or any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar; or (d) any misrepresentation by or any failure by the Proposer, or any of its subcontractors to perform its obligations, either implied or expressed, under this Agreement.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Proposer or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. All expenses, including attorney's fees, incurred by the EDC in enforcing this provision shall be borne by the Proposer.

1-16 NO COLLUSION

By submitting a proposal in response to this RFP, the Proposer certifies the Proposer has not divulged to, discussed or compared the proposal with other Proposers and has not colluded with any other Proposers or competitive parties. Also, Proposer certifies, and in the case of a joint competitive proposal each party thereto certifies as to its own organization, that in connection with the competitive proposal:

* Professional Liability insurance may be obtained on claims made basis, but the Proposer will be required to maintain that type of insurance in full force and effect for a minimum of six (6) years after receipt of final payment by the Proposer.

- A. All prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices and/or cost data with any other Proposer or with any competitor.
- B. No prices and/or cost data quoted in the proposal has been knowingly disclosed by the Proposer, and will not knowingly be disclosed by the Proposer, to any competitor prior to the scheduled opening.
- C. No attempt has been made or will be made by the Proposer to induce any other person or company to submit or not to submit a competitive proposal.
- D. The only person(s) or principal(s) interested in the proposal is/are named therein, and no person other than those named has/have any interest in the proposal or in the agreement to be entered into.
- E. No person or agency has been employed or retained to solicit or secure the agreement for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

1-17 CONFLICT OF INTEREST

The Proposer shall provide an affirmative statement that retention as Consultant to the EDC will not result in any conflict of interest or potential conflict with the EDC. If any conflict or potential conflict exists, the nature of the potential conflict and any proposed resolution of such conflict.

STATEMENT OF WORK

PART II

2-1 WORK OBJECTIVE

The EDC is seeking proposals to provide marketing and communications services for a small business development and commercial corridor revitalization program.

BACKGROUND

The Economic Development Corporation of the City of Detroit (EDC) is a public development entity of the City of Detroit that supports private investment and business growth within the neighborhoods throughout the city of Detroit using a combination of taxes, grants, and other funds. The EDC is staffed and managed by the Detroit Economic Growth Corporation.

The Detroit Economic Growth Corporation (“DEGC”) established in 1978, is a non-profit corporation exclusively devoted to supporting Detroit’s economic development initiatives. Structured as a public – private partnership between city government and the business community, the DEGC brings together public sector policies and priorities with private sector development and investment interests to strengthen Detroit’s Economic base. The DEGC and EDC use a robust understanding of the context of the local business climate and commercial corridor conditions to build awareness, capacity, services and programs to address to the issues faced by Detroit’s business community and neighborhood business districts.

PROGRAM DESCRIPTION

At the request of the City of Detroit Mayor’s Office, the EDC is currently developing a \$4.25 million CDBG funded small business and commercial corridor revitalization program in collaboration with the City’s Jobs and Economy Team, Planning and Development Department, Department of Neighborhoods and other key city and neighborhood stakeholders.

EDC proposes to undertake the following Program activities in order to increase economic activity and physical revitalization of commercial areas throughout the City of Detroit:

1. **Attract new small businesses and real estate investment:** EDC will utilize a variety of approaches to encourage new businesses to locate in commercial corridors throughout the city. These approaches could include small business competitions, support for temporary businesses, target marketing to potential prospects, assistance navigating city processes and the local business support community, as well as other approaches. These efforts will be targeted to neighborhood-serving businesses and other businesses that can drive the economy of the city while ensuring that jobs are available for Detroiters.
2. **Retain and expand existing small businesses:** EDC will work with community partners and other technical assistance providers to deliver assistance to small businesses along commercial corridors. This assistance may include outreach activities, one-on-one counseling and assistance, seminars, financial assistance, assistance navigating city processes and the local business support community and others. Direct assistance may come in the form of classroom-style setting, one-on-one assistance, or be provided in a reimbursable to eligible small businesses to procure necessary technical assistance (i.e. accounting, marketing, etc).
3. **Improve the physical environment along commercial corridors:** EDC will work with City departments and community partners to improve the physical conditions of

commercial corridors. This may include providing assistance to businesses, property owners, and the City with code compliance activities, façade improvements, and other activities that promote a clean and safe environment. Specific activities will be tailored to the areas that the EDC ultimately works in.

4. **Develop new tools to support business attraction, retention and expansion, and physical investments.** EDC will develop new tools that can help small businesses, property owners, developers and others make investments in small businesses and real estate along commercial corridors, typically in rehabilitation and/or minor expansion of existing buildings (<20% of existing building footprint). These tools will leverage private investment while addressing market gaps in available financing. The specifics of these and any other potential tool will be developed in concert with the City of Detroit. These CDBG-funded tools may include forgivable equity investments into projects, a loan loss reserve, interest rate buy-downs for private loans, forgivable loans, or other financial instruments.

2-2 SCOPE OF WORK

Services include:

1. Communications plan and implementation

- a. Develop communications plan, schedule and budget in collaboration with client for newspaper, TV, radio, digital and social media mediums.
- b. Integrate communications plan and schedule with grassroots outreach and engagement plan developed by the client.
- c. Manage program marketing
 - i. Identify and price advertisements for selection in collaboration with client.
 - ii. Produce advertisement content using program brand assets provided by the client.
 - iii. The EDC anticipates an estimated \$100,000 advertising budget.
- d. Develop and issue media advisories and press releases on behalf of the client.
 - i. The EDC anticipates approximately 8-12 media advisories and press releases per year.
- e. Facilitate earned media coverage.
- f. Define and track metrics to determine effectiveness of communication.

2. Event planning

- a. Develop scope for event planning and execution in collaboration with client.

- b. Execute event planning.
 - i. The EDC anticipates approximately 3-5 events per year.

3. Social media engagement

- a. Develop and execute social media communications to ensure timely communication and engagement of key audiences.
 - i. The EDC anticipates between 5-10 hours a week in social media engagement.

4. Video and photo documentation

- a. Produce video and photo documentation of program impacts to advance program communications and marketing.
 - i. The EDC desires at least one video, less than 3 minutes, which documents the project process and outcomes at multiple locations.
 - ii. The EDC desires before and after pictures at multiple locations, ranging from 20 – 40 locations per year.

5. Communications advisory services

- a. Facilitate communications collaboration between client, City of Detroit Mayor's Office and various press agencies
- b. Assist with communications opportunities and problem solving on an as needed basis.
- c. Assist with writing for collateral or review collateral if produced by a third party.
 - i. The EDC anticipates approximately 2-3 hours weekly for communications advisory services.

6. Additional Services. In addition to those services set forth herein, the Consultant shall provide the following additional services:

- A. With reasonable notice, attend all meetings (in-person or via conference call) which EDC staff deem necessary, and attend all EDC meetings for which the Consultant has prepared a materials or deliverables for consideration.
- B. Other services as reasonably requested by the EDC.

7. Non-Exclusive Services. Although the EDC's Consultant will be given the majority of the EDC's business outlined in this Scope of Services, this agreement does not preclude the EDC from retaining other Consultant from time to time as the EDC, in its sole discretion, decides. This appointment is non-exclusive and further, the successful Consultant agrees to work with and coordinate efforts with (if requested by the EDC) any other Consultant advisor retained by the EDC.

ADDITIONAL NOTES ON CONTEXT AND APPROACH FOR SCOPE OF SERVICES

- Our goal is to communicate Detroit's emerging position as a global destination for entrepreneurship and innovation, while highlighting opportunities, projects and entrepreneurs transforming our neighborhood business district. Marketing and communications should be targeted in a way that attract and engage entrepreneurs and small businesses from Detroit and around the world and other key neighborhood and citywide stakeholders.
- The EDC hopes to solicit 1,000 applications for this program, with at least half coming from within the city and region and the remainder representing and national and global footprint. The EDC hopes to complete a range of small business projects throughout the year. The EDC aims to be strategic in its communications to convey key opportunities and accomplishments in a way that builds momentum, excitement and credibility for the program.
- The EDC hopes to garner significant regional press and aspires to generate national and international interest for this initiative. Earned media is a focal point of our desired promotion, recruiting and "story telling" strategy, with the aim to capitalize on a growing awareness of Detroit's entrepreneurial opportunities within the context of a larger city comeback. The EDC hopes that earned media will reduce the need and/or further leverage paid advertising. For example, local and regional media outlets should strategically target a range of diverse audiences, with examples ranging from the Detroit Free Press to the Michigan Citizen to WDET to NewsTalk 1200 with Mildred Gaddis. Earned media from a global perspective may capitalize on the New York Times continual coverage and interest in Detroit or pursuit of targeted advertising or coverage in publications like Entrepreneur or Inc. Magazines.

INSTRUCTIONS FOR PREPARING PROPOSALS

PART III

3-1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 PROPOSAL FORMAT

Proposers shall prepare their proposals using the following format:

- A. **Cover Letter** – This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to timely perform the work. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the Proposer must sign the Cover Letter indicating that agent's title or authority.
- B. **Statement of Addendum** – Statement acknowledging receipt of each addendum issues by the EDC (if addendum have been issued).
- C. **Qualifications and Experience**
 1. **Business Profile.** Provide a brief description of the Proposer's general capabilities by including the following information:
 - **Business entity information** including legal and assumed names of the business, address of the business headquarters, organizational structure (e.g., sole proprietorship, corporation, etc.), length of time the business has been in operation and total number of professional and clerical staff.
 - **Core mission and competencies** including the company's mission statement or values, brief history and description of the business, primary products or services offered and primary industries served.
 - **Project Sub-consultant(s) (if applicable).** If the Proposer intends to use the services of any other organization to perform any of the services identified in this RFP, then you must submit the above information for each and every such organization or person, as applicable, with and as a part of the proposal.
 2. **Project Understanding and Qualifications.** Provide a statement of the Proposer's qualifications and capacity to perform/provide the scope of work by including the following information:
 - **Describe the Proposer's prior experience** by providing case examples of marketing and communications, especially those that focus on small business and economic development. Each case study should include a summary of services and total contract value provided for each case study.

- **Provide a client contact information** as references with respect to the Proposer's work performance. For each reference include name, title, address, and phone number.
 - **Project Sub-consultant(s) qualifications (if applicable).** If the Proposer intends to use the services of any other organization to perform any of the services identified in this RFP, then you must submit the above information for each and every such organization or person, as applicable, with and as a part of the proposal.
3. **Project Personnel and Organization.** Provide a description of the Proposer's personnel and proposed organization to execute the project by providing the following information:
- **Identify the Project Principal(s)** who will be primarily responsible for providing service to the EDC.
 - **Listing of staff** that will participate in the day-to-day provision of services.
 - **Current workload** of project principal(s) and staff and time available to work on the Project.
 - **Staff qualifications.** Provide a brief resume for each person proposed to work on the project.
 - **Project organization.** Describe the anticipated division of duties among all persons listed, identifying both the type of work such person is anticipated to perform and the percent of the total work expected to be performed by that person in connection with the EDC's services.
 - **Local availability.** Provide a statement of the Proposer's local availability and degree of accessibility to the EDC. If the Proposer is not located in Wayne County, give specifics as to how the requisite accessibility will be provided and charged to the EDC.
 - **Project Sub-consultant(s) key staff (if applicable).** If the Proposer intends to use the services of any other organization to perform any of the services identified in this RFP, then you must submit the above information for each and every such organization or person, as applicable, with and as a part of the proposal. Each such informational sheet shall identify, at the top of the front page, the role of the organization or person. Also, include a brief statement as to the need for and benefit to the EDC of using these additional or specialized services.
4. **Scope of Work** This section of the proposal should explain the Scope of Work as understood by the Proposer and detail any exception, qualifications or additions. Explain the Proposer's approach, activities, work products and terms of contract and compensation.
5. **Fees and Expenses.** Please furnish a proposed fee schedule for the types of services under the Section 2-2 "Scope of Services" and the underlying method of determining such fees. The fee schedule shall be provided as follows:

- A lump sum fee for the total project, including a breakdown of fees for activities 1-6 listed in section 2-2. To the extent practical the Proposer should provide “unit prices” to illustrate the fees for activities (such as price per event, press release, etc.)
 - Hourly rates for staff.
 - Proposed hours by staff by activity.
 - **Indicate the Proposer’s policy regarding out-of-pocket and or indirect cost expenses** including, but not limited to, travel, lodging, faxes, telephone calls, deliveries, etc.; if you propose reimbursement from the EDC, please itemize the types of expense and basis of billing for each.
6. **Schedule and availability** – Indicate current and anticipated workloads and availability for other activities. Identify the extent and nature of any anticipated outside support.
- **Provide available start date.**
 - **Provide a proposed Schedule of Work** days required to complete the project.
7. **Other** – Provide Affidavits and Statements on Proposer’s letterhead attesting to the following:
- “Statement of Avoidance of Personal and Organizational Conflicts of Interest.”
 - Statement and/or evidence that the Proposer and its proposed SubConsultants have or will obtain City Human Resources Department (HRD) Affirmative Action Clearances.
 - Proposer “Statement of Non-Collusion and/or Conflict of Interest” that all the prices and information in the Proposal were independently obtained and were not disclosed prior to the award of a contract, and the Proposer will not and has not induced any other person or firm to submit, or not to submit a proposal. (mandatory statement on company letterhead; see form included in Part IV).

PART IV ATTACHMENTS

AFFIDAVIT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

STATE OF _____)

) SS.

COUNTY OF _____)

_____ being first duly sworn, deposes and says that:

(1) He / she is _____ of _____
(Owner, Partner, Officer, Agent) Proposer

(4) He/she is fully informed with respect to the preparation and contents of the Proposal as well as all circumstances in connection with the same;

(5) Neither the said Proposer nor any of its officers, partners, owners, members, agents, representatives, employees or parties in interest, including this applicant, has any way colluded, conspired, connived or agreed directly or indirectly with any other proposing entity, Firm or person to submit a collusive or sham Proposal in connection with the Contract Agreement for which the Proposal has been submitted or to refrain from proposing in connection with such Contract Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other Proposer, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the EDC or any person interested in the Proposer;

(6) The price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, partners, employees, or parties in interest, including this affiant;

(7) The Proposer has no conflict-of-interest with any federal, state, or local governmental agencies or any persons in connection with the service specified in this Proposal.

(Signature)

(Title)

Subscribed and sworn to before me this day of , 2014

Notary Public, _____ County, _____

My Commission Expires: _____

**ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF DETROIT
PROFESSIONAL SERVICES AGREEMENT
WITH**

This Professional Services Agreement ("Agreement"), dated and made effective as of this ____ day of _____, 20____, by and between **THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF DETROIT** (hereinafter referred to as the "EDC"), located at 500 Griswold, Suite 2200, Detroit, Michigan 48226, and _____, located at _____ (hereinafter called the "Professional Contractor").

RECITALS:

A. The EDC has determined that it is necessary to engage the Professional Contractor to perform _____ services in connection with the _____ (hereinafter called the "Project"); and

B. The services to be performed hereunder (herein collectively called the "Services") are described in Exhibit A, "Scope of Services", attached hereto and made a part hereof by this reference, and are to be performed in accordance with this Agreement and with the Exhibit; and

C. The Professional Contractor has the requisite skills necessary to assist the EDC, and represents that it is fully qualified and capable of performing the Services required hereunder upon the terms and conditions hereinafter set forth; and

D. On _____ the EDC Board adopted a resolution authorizing the execution of this Agreement, said resolution is identified by the EDC code number of _____.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE 1

Engagement of the Professional Contractor

1.01 The EDC hereby engages the Professional Contractor, and the Professional Contractor agrees to perform the Services as set forth in Exhibit A attached hereto in accordance with the terms and conditions contained in this Agreement.

1.02 The relationship of the Professional Contractor to the EDC, its agents, employees, officers and directors shall be that of an independent contractor, and no liability or benefits, such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation

pay, personal injury, property insurance rights or liabilities, or such other rights, provisions, or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall arise or accrue to either party as a result of this Agreement. Should such claims arise against the EDC from the Professional Contractor's employees or agents, the Professional Contractor shall hold harmless, defend and indemnify the EDC from, against and for any such claim and any costs or expenses related thereto.

1.03 The EDC shall appoint a program manager (the "Program Manager") to serve as the contact person between the EDC and the Professional Contractor. The Program Manager shall be designated in writing, and may from time to time be changed by the EDC upon the posting of a written notice of such change to the Professional Contractor to the address and in the manner specified in Article 15, Notices.

ARTICLE 2 **Agreement Term**

2.01 The Professional Contractor shall complete performance, in a satisfactory and proper manner, of the Services described in Exhibit A from the date of issuance of a Notice to Proceed as described in Article 3 hereof, subject to and in accordance with Section 3.01 hereof, for a period of _____ () months, unless this time period is otherwise extended. The determination of whether the Professional Contractor has performed in accordance with this provision shall be within the sole and reasonable discretion of the EDC. In the event that there shall be any dispute between the parties with regard to the extent and character of the Services performed, or the quality of performance required under this Agreement, the interpretation and determination of the EDC shall be conclusive. If the Professional Contractor commenced providing the Services provided herein prior to the execution of this Agreement, the terms and conditions of this Agreement shall be retroactive to the date when the Services were commenced.

Subject to the provisions of Article 7, this Agreement shall expire on the date the Professional Contractor receives its final payment for the Services provided herein. Any violation or breach of the terms of this Agreement by the Professional Contractor or its affiliates may result in termination of this Agreement or such other action which may be necessary to enforce the rights of the EDC.

2.02 The Professional Contractor hereby recognizes the urgency and importance of timely delivery of the Services as an integral part of a project of great importance to the economic redevelopment of the City of Detroit (the "City"). The Professional Contractor hereby acknowledges that time is of the essence for performance of the Services as provided hereunder.

ARTICLE 3 **Scope of Services**

3.01 The Professional Contractor shall commence performance of some or all of the Services described in Exhibit A upon the Program Manager providing a written notice to

proceed for those particular Services (herein called a "Notice to Proceed") to the Professional Contractor to the address and in the manner specified in Article 15.

3.02 The Services shall be deemed to include, but are not limited to, all conferences, court appearances, testimony, and consultations deemed necessary by the EDC for the Professional Contractor to properly and fully perform the Services.

3.03 The Services shall be performed at such locations as are appropriate to the proper performance of the Services.

ARTICLE 4 **Personnel and Administration**

4.01 To ensure proper performance of the Services and a quality Work Product (as hereinafter defined), the Professional Contractor warrants that all of the Professional Contractor's personnel who are assigned to the performance of the Services (herein called the "Employees"), or subcontractors engaged by the Professional Contractor to perform the Services or any additional services (as may be agreed to by the parties hereto) are appropriately qualified by education, training and/or experience, and are fully qualified and authorized to perform the Services under Federal, State, and local laws, rules, regulations, and governing professional association rules (if any) where such Employee, consultant, or subcontractor is employed. In the absence of circumstances beyond its control, the Professional Contractor agrees not to remove any key personnel who are acceptable to the EDC from work hereunder until this Agreement is terminated. Immediately upon receipt of written notification, the Professional Contractor shall replace any Employee, including the Project Coordinator, as hereinafter defined, who, in the EDC's sole opinion, unsatisfactorily performs the Services hereunder, or who is unsatisfactory for the performance of the Services hereunder. In all cases in which an Employee or subcontractor must be replaced, the Professional Contractor shall supply a replacement acceptable to the EDC as quickly as possible, and agrees not to substitute a lower classified Employee or less qualified subcontractor to perform the Services without obtaining prior written approval from the EDC. The Professional Contractor shall furnish such replacement on a no-charge basis for the period of time necessary for any retraining or job orientation. The EDC shall have the right to interview and approve the supervisory staff assigned by the Professional Contractor under this Agreement.

4.02 The EDC shall have the right of prior approval of all subcontractors assigned to this project, provided that neither this provision nor anything in this Agreement should be construed as waiving or releasing the Professional Contractor from its ultimate responsibility for the work performed by its subcontractors, employees, or consultants. Upon request of the EDC, the Contractor shall supply a resume of each subcontractor it proposes be assigned to this Agreement, as well as a summary of the subcontractor's professional activities and accomplishments. Each Employee, subcontractor, or consultant, if any, employed or utilized by the Professional Contractor in the performance of this Agreement shall devote such time, attention, skill, knowledge, and ability as is necessary to effectively and efficiently perform the Services to conform with the best practices in the industry.

4.03 The Professional Contractor hereby waives any claim against the EDC, Detroit Economic Growth Corporation (the “DEGC”) and the City, and shall hold harmless, defend and indemnify the EDC, the DEGC and City from, against and for any liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses (including, without limitation, actual fees and expenses of attorneys, expert witnesses, and other consultants) arising, in connection with, any personal injury to or property damage incurred by it, or by its personnel, Employees, subcontractors, agents, representatives, consultants, parent company, or any individuals or entities associated, or affiliated with, or subsidiary to, the Professional Contractor (such personnel, Employees, subcontractors, agents, consultants, parent company, individuals or entities are collectively herein called the “Associates”) while working on this Project, excepting only that portion of any personal injury claim or property damage which a court of competent jurisdiction holds to be directly attributable to the gross negligence or malicious and intentional conduct of an employee of the EDC, the DEGC or the City acting within the scope of his or her employment. The provisions of this Section 4.03 shall survive the expiration or other termination of this Agreement.

4.04 The Professional Contractor hereby designates, and the EDC hereby accepts, subject to 4.01, _____, to act as the project coordinator on behalf of the Professional Contractor (the “Project Coordinator), who shall, in addition to his or her other duties, act as liaison between the Professional Contractor and the EDC. Upon execution of this Agreement, and prior to the start of the Project, the Professional Contractor shall provide the EDC with a secondary point of contact to avoid any interruption with the Project in the event that the primary Project Coordinator becomes incapacitated, unavailable or unable to perform. All work necessary or desirable to complete the Services hereunder shall be coordinated by the Project Coordinator.

4.05 The Professional Contractor shall arrange the time schedule for the Services and monitor performance, except that all requirements as to the Project time schedule as set forth in this Agreement or a Notice to Proceed shall be adhered to by the Professional Contractor. The Project Coordinator or his/her designated assistant shall, without charge, meet regularly with representatives of the City, DEGC and EDC to discuss progress made in the performance required hereunder and any problems which may have arisen.

4.06 The Project Coordinator shall inform the EDC as soon as the following conditions become known:

- (a) Problems, delays or adverse conditions which materially affect the ability to complete the Project or to meet established time schedules. This disclosure shall be accompanied by a statement of the action taken, or contemplated, by the Professional Contractor to resolve the problem or condition and what, if any, assistance is needed from the EDC to resolve the situation.
- (b) Favorable development of events which enable meeting time schedules sooner than anticipated.

4.07 For the term of this Agreement and for one (1) year after its termination, the Professional Contractor shall not employ any employee or agent of the EDC without obtaining the EDC's prior written consent.

4.08 Unless otherwise directed by the EDC, the Services shall be undertaken in such sequence, if any, described in the Notice to Proceed for the Services in question, and in a manner to assure their proper and expeditious completion prior to the date provided in the Notice to Proceed for those Services.

4.09 The Professional Contractor shall use its best efforts and devote such skill, knowledge, and professional ability as is necessary to effectively and efficiently carry out and perform the Services during the term of this Agreement in a manner that is in accordance with skills of a first-class and reputable firm performing the contracted for Services.

4.10 All reports and other written documentation required to be delivered to and certified to the EDC hereunder shall be provided to the EDC with three (3) copies, unless otherwise requested by the EDC, and shall also be provided in electronic form, in a format acceptable to the EDC. If requested by the EDC, said reports and other written documentation shall also be provided to the Planning & Development Department ("P&DD") of the City or to such other persons or entities identified by the EDC, or both. All deliverables and work performed under this Agreement shall include a statement of reliance providing that the City, the EDC and any entity using them for the Project may rely on the deliverables and all work performed pursuant thereto.

ARTICLE 5 **Compensation**

5.01 The EDC agrees to pay the Professional Contractor for the proper performance of the Services described in Exhibit A hereto a total amount not to exceed the sum of _____ Dollars, [including any Reimbursable Expenses, as defined below], in accordance with Exhibit B, attached hereto and made a part hereof by this reference.

5.02 It is understood and agreed by the parties hereto that the fee stated above for performance of Services is inclusive of any and all remuneration to which the Professional Contractor may be entitled, and that the Professional Contractor shall not receive any fringe benefits including, but not limited to, overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits, or insurance benefits in addition to, or in lieu of, those expressly stated herein.

5.03 The EDC, at its option, may request in writing that the Professional Contractor perform various services ("Additional Services") that are deemed by the EDC in its sole discretion to be outside the scope of the Services required hereunder and that will require the Professional Contractor to incur additional reasonable costs. It is expressly understood that Additional Services shall be rendered only at the written request of the EDC at a mutually agreed upon cost based on a cost analysis performed by the EDC in coordination with the Professional Contractor. Costs

incurred pursuant to this Section 5.03 shall be paid only upon compliance with the terms of this Section, receipt by the EDC of sufficient funds to reimburse same, and the submission of an invoice in accordance with Section 6.01 hereof. From and after such time as any Additional Services have been authorized by the parties in the manner required by this Section, the term "Services" as used in this Agreement shall be deemed to include such authorized Additional Services.

[5.04 "Reimbursable Expenses" shall mean those expenses authorized in writing by the EDC, including, but not limited to, mileage, postage, telecopy, copy fees, and telephone charges. [The Professional Contractor acknowledges that reimbursement for Reimbursable Expenses is not contemplated under this Agreement.]

ARTICLE 6

Method of Payment

6.01 Payment for the proper performance of the Services required hereunder, any Additional Services[, or any authorized Reimbursable Expenses] shall be made upon submission by the Professional Contractor of a monthly invoice for payment. Any payment requested by Professional Contractor shall be consistent with the unit prices set forth in Exhibit A. As used in this Article 6 the term Services includes Additional Services. The invoice shall include the following information:

- (a) The total cost of Services rendered to the Project to date.
- (b) The total cost of all Services for the billing period.
- (c) The date of performance of the Services for that billing period.
- (d) A description of the Services rendered for that billing period.
- (e) [A detailed statement of the Reimbursable Expenses incurred for the billing period.]
- (f) The total charge amount.

6.02 The Professional Contractor shall receive payment for the proper performance of Services approved by the EDC hereunder, within thirty (30) business days of the submission of an invoice to the EDC in accordance with the provisions of Section 6.01.

ARTICLE 7

Termination

7.01 The EDC may terminate this Agreement in whole or in part for cause, effective immediately upon giving written notice of termination (herein called "Notice of Termination") to the Professional Contractor should the Professional Contractor:

- (a) Fail to fulfill in a timely and proper manner its obligations under this Agreement.
- (b) Violate any of the covenants, agreements, or stipulations of this Agreement.
- (c) Cease conducting business in the normal course by reason of insolvency, bankruptcy or any similar proceedings, whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law.
- (d) Admit in writing its inability to pay its debts generally as they become due.

The Professional Contractor shall be liable to the EDC for damages sustained by the EDC by virtue of the Professional Contractor's breach and shall be liable for any reasonable costs the EDC might incur enforcing or attempting to enforce this Agreement, including actual attorneys' fees. The EDC may withhold any payment(s) to the Professional Contractor for the purpose of set-off until such time as the exact amount of damages due the EDC from the Professional Contractor is determined, after which time only payments due the Professional Contractor in excess of such damages, if any, shall be remitted to the Professional Contractor. It is expressly understood that the Professional Contractor will remain liable for any damages the EDC sustains in excess of any set-off. If this Agreement is terminated in this manner, the EDC may take over the Services, and complete the same by contract with another party or otherwise, and the Professional Contractor shall be liable to the EDC for any and all costs incurred by the EDC thereby.

7.02 The Professional Contractor may terminate this Agreement in whole or in part for cause upon giving Notice of Termination to the EDC at least thirty (30) business days before the effective date of the termination, should the EDC fail to fulfill its obligations under this Agreement in a timely and proper manner.

7.03 The EDC may terminate this Agreement without cause, in whole or in part, for its convenience, at any time, without incurring any further liability whatsoever, other than as stated in this Article 7, by issuing a Notice of Termination to the Professional Contractor of such termination, specifying the effective date thereof, at least fifteen (15) business days prior to the effective date of such termination. If this Agreement is terminated in this manner, the EDC will pay the Professional Contractor only for the Services rendered prior to such termination, including any retainage for the Services previously performed. The amount of the payment shall be computed by the EDC on the basis of the Services rendered and accepted by the EDC; any Reimbursable Expenses incurred prior to termination; bona fide termination settlement costs reasonably incurred by the Professional Contractor, as determined by the EDC relating to the commitments which had become firm prior to the termination, but only to the extent that the Professional Contractor could not have mitigated the same; and such other costs as, in the judgment of the EDC, represent a fair value of the Services provided, less the amount of any previous payments made. Should the EDC or the EDC's designee undertake any part of the Services which are to be performed by the Professional Contractor, to the extent such Services are being performed by the EDC or its designee, the Professional Contractor shall not be entitled to any compensation for the Services so performed. The parties expressly agree that in no case

shall payment under this Section 7.03 exceed the maximum sum payable provisions in Section 5.01 and any additional compensation due the Professional Contractor pursuant to any duly authorized Amendments, as defined below.

7.04 Upon receipt of a Notice of Termination, and except as otherwise directed by the EDC, the Professional Contractor shall:

- (a) Stop work under this Agreement 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 such date as the EDC shall specify, and place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated.
- (c) Terminate any orders and subcontracts to the extent that they relate to the portion of the work that has been terminated.
- (d) As of the date the termination is effective, preserve all records and submit such records and reports to the EDC as the EDC shall specify, and furnish to the EDC an inventory of all furnishings, equipment, and other property purchased for the Agreement, if any, and carry out such directives as the EDC may issue concerning the safeguarding or disposition of files and other property.
- (e) Submit a final report of receipts and expenditures of funds relating to this Agreement within thirty (30) days of the Notice of Termination, and a list of all creditors, subcontractors, lessors, and/or other parties with whom the Professional Contractor has incurred financial obligations pursuant to this Agreement, if any.

ARTICLE 8 **Amendments**

8.01 From time to time the EDC may consider it in its best interest to change, modify, or extend a term, condition, or covenant of this Agreement, or to require changes in the scope of the services to be performed by the Professional Contractor, or to require the Professional Contractor to perform Additional Services. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of the Professional Contractor's compensation, which is mutually agreed upon by and between the EDC and the Professional Contractor, shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve or release the Professional Contractor and/or the EDC from any of its obligations under this Agreement, unless so stated therein.

8.02 No Amendment to this Agreement shall be effective and binding upon the parties unless it expressly makes reference to this Agreement, is in writing, and is signed and acknowledged by duly authorized representatives of both parties. No verbal order or instruction shall in any way change or modify this Agreement. No verbal conversation, understanding, or agreement with any officer or employee of the EDC, or any other person, either before or after the execution of the Agreement, shall affect or modify any of the terms, conditions or obligations contained herein.

ARTICLE 9

Conflict of Interest

9.01 The Professional Contractor warrants and covenants that it does not have, and that during the performance of this Agreement it will not have, any direct or indirect proprietary or other interest in any concern, business or entity which would conflict in any manner or degree with the performance of the Services under this Agreement. The Professional Contractor further warrants and covenants that no officer, commissioner, member, or employee of the EDC or any other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement has any personal or financial interest, direct or indirect, in the Professional Contractor (if an entity or organization), this Agreement or the proceeds hereof.

ARTICLE 10

Assignment and Subcontracting

10.01 The Professional Contractor shall not directly or indirectly assign, subcontract, or encumber any interest whatsoever in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the EDC. Any such consent given in any one instance shall not relieve the Professional Contractor of its obligation to obtain the prior written consent of the EDC to any further assignment.

10.02 This Agreement shall inure in all respects to the EDC, its agents, successors, and assigns.

10.03 In the event that the Professional Contractor enters into subcontract(s) under this Agreement, the Professional Contractor shall obtain independent contractors liability insurance coverage in addition to all other types of coverage required hereunder in amounts and types equal to those required from the Professional Contractor and set forth in Article 13.

10.04 The Professional Contractor shall ensure that any of its obligations or assurances under this Agreement which involve work to be performed by a subcontractor, shall be incorporated in the terms any contract between the Professional Contractor and a subcontractor.

ARTICLE 11
Confidentiality and Proprietary Information

11.01 The Professional Contractor agrees that it shall take appropriate action with respect to its Associates to insure that the obligations of non-use and nondisclosure of confidential information concerning this Agreement can be fully satisfied.

11.02 All information or material provided by the EDC to the Professional Contractor or its Associates whether provided before or after the date of this Agreement, and whether or not specifically identified as confidential, including any information provided orally, in writing, in computer readable form or otherwise, and all summaries, analyses, compilations, data, studies or other documents prepared by the Professional Contractor or its associates containing, or based in whole or part on any such furnished information or otherwise prepared or assembled by the Professional Contractor under this Agreement, including but not limited to the Work Product, are confidential, and the Professional Contractor agrees that such information or material shall not be made available to any individual or organization without prior written consent of the EDC and shall not be used by the Professional Contractor or its Associates for any purposes other than the Project, except as expressly permitted by this Agreement. In the event that the Professional Contractor or its Associates shall be required by law, subpoena, court, or administrative order to disclose any of the information deemed by this Agreement to be confidential, the Professional Contractor shall give immediate written notice to the EDC. Upon receipt of such notice, the EDC expressly reserves the right to interpose all objections it may have to the disclosure of such information.

11.03 Without limiting the generality of Section 11.05, all Work Product, shall be the property of the EDC. The Professional Contractor shall be permitted to retain for informational purposes copies, including reproducible copies and electronic media copies, of Work Product. The Work Product shall not be used by the Professional Contractor on projects or for any purpose other than the Project.

11.04 The Professional Contractor shall promptly deliver to the EDC upon the EDC's request all of such property. The Professional Contractor acknowledges that any intentional failure or delay on its part to deliver the Work Product to the EDC will cause irreparable injury to the EDC not adequately compensable in damages and for which the EDC has no adequate remedy at law, and the Professional Contractor accordingly agrees that the EDC may, in such event, seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product.

11.05 Upon completion or other termination of this Agreement, all finished or unfinished original documents or copies (when originals are unavailable), contact lists, appointment logs, meeting notes, data, studies, briefs, drawings, maps, models, photographs, files, intermediate materials estimates, memoranda, computations, papers, supplies, recordings, videotapes, notes, or other materials, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form prepared by the Professional Contractor under this Agreement or in anticipation of this Agreement (herein collectively called the "Work Product") shall become the EDC's sole and exclusive property, whether or not in the Professional

Contractor's possession, free from any claims or retention of rights thereto on the part of the Professional Contractor. For purposes of this Agreement, the Work Product definition shall specifically include, but not be limited to, any technology, marketing materials, system designs, software, source codes, or any other original works of authorship of the Professional Contractor. Upon the EDC's request, the Professional Contractor shall promptly deliver to the EDC all of such Work Product, and the EDC shall return all of the Professional Contractor's properties to it. The Professional Contractor acknowledges that any failure or delay on its part to deliver the Work Product to the EDC will cause irreparable injury to the EDC which is not adequately compensable in damages, and for which the EDC has no adequate remedy at law, and the Professional Contractor accordingly agrees that the EDC may, in such event, seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product. The EDC shall have full and unrestricted use of the Work Product for the purpose of completing the Project. Subject to Article 11, the Professional Contractor may retain copies of the Work Product solely for archival purposes at its own expense, with the consent of the EDC, which consent shall not be unreasonably withheld.

11.06 The provisions of this Article 11 shall survive termination or expiration of this Agreement.

ARTICLE 12

Indemnity

12.01 The Professional Contractor agrees to indemnify, defend, and hold harmless the EDC, the DEGC and the City against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses (including, without limitation, actual fees and expenses of attorneys, expert witnesses, and other consultants) which may be imposed upon, incurred by, or asserted against the EDC, the DEGC or the City by reason of any of the following occurring during the term of this Agreement:

- (a) Any negligent or tortious act or omission of the Professional Contractor or any of Associates, or their agents and employees.
- (b) Any failure by the Professional Contractor, or any of its Associates to perform its obligations, either implied or expressed, under this Agreement.
- (c) Any failure to act or misrepresentation by the Professional Contractor or any of its Associates in connection with the Project.
- [(d) Any release or threatened release of a hazardous substance or hazardous waste.
- (e) Any improper disposal, storage or transport of any hazardous substance or hazardous waste.

The Professional Contractor also agrees to hold the DEGC, the City and the EDC harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by, an employee of the EDC or DEGC which arises out of the negligent performance by the Professional Contractor or its Associates of the Services under this Agreement.

12.02 The Professional Contractor undertakes and assumes all risk of dangerous conditions, if any, in and about any the EDC or DEGC premises or any work sites, and shall examine all places where it will be performing the Services in order to determine whether such places are safe for the performance of the Services, and shall, where appropriate, prepare and adhere to a written health and safety plan for itself and its contractors. The Professional Contractor waives and releases any claim or liability against the EDC and the DEGC for personal injury or property damage sustained by it or its Associates while performing under this Agreement.

12.03 In the event any action or proceeding shall be brought against the EDC, the DEGC or the City, or any of their respective agents or employees, by reason of any claims covered hereunder, the Professional Contractor shall, upon notice from the EDC, at the Professional Contractor's sole cost and expense, resist or defend the same with counsel of the Professional Contractor's choice, provided the counsel is acceptable to the EDC and/or the City.

12.04 The Professional Contractor agrees that it is its responsibility, and not the responsibility of the EDC, to safeguard the property and materials that any employees, consultants, or subcontractors or other Associates use or have in their possession while performing under this Agreement. Further, the Professional Contractor agrees to indemnify, hold harmless and defend EDC and the DEGC for, from and against any loss of such property and materials used by, or in the possession of, such persons pursuant to the Professional Contractor's performance under this Agreement.

12.05 The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Professional Contractor under workers' compensation acts or other employee benefit acts. In addition, the Professional Contractor agrees to hold the EDC, the DEGC and the City harmless from the payment of any deductible on any insurance policy. The Professional Contractor agrees that it will require the same indemnification of the EDC, the DEGC and City by any consultant or subcontractor it hires in providing the Services to be provided in this Agreement. The Professional Contractor's obligations under this Article 12 shall survive the expiration or termination of this Agreement.

ARTICLE 13

Insurance

13.01 The Professional Contractor shall, provide the EDC with evidence of any insurance required of the Professional Contractor by this Article 13 promptly upon execution of this Agreement and in any event prior to the commencement of the Services. Notwithstanding anything to the contrary in this Agreement, the Professional Contractor shall not be entitled to

receive any compensation under this Agreement unless and until the Professional Contractor has fully complied with this Article 13.

13.02 The Professional Contractor shall procure and maintain at its sole expense, the following insurances:

- (a) Workers' Compensation insurance which meets Michigan statutory requirements and Employers' Liability insurance with minimum limits of \$500,000 for each accident, each disease, and each employee. The Professional Contractor agrees that it will obtain a similar covenant with respect to Workers' Compensation insurance from any consultant or subcontractor retained by the Professional Contractor to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Professional Contractor.
- (b) Comprehensive General Liability insurance (occurrence based) which conforms to the following requirements: the minimum policy limits shall be \$2,000,000 each occurrence for bodily injury and \$2,000,000 each occurrence for property damage;

If the Comprehensive General policy does not contain the standard IPSO (Insurance Services Office) wording of "definition of insured" which reads essentially as follows: "The insurance afforded applies separately to each insured, the policy shall contain the following cross liability endorsement:

"It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee or any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except nothing herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one (1) insured been named."

The Comprehensive General Liability insurance required herein will include Contractual Liability coverage, including coverage for Professional Contractor's obligations as defined in the Article entitled "Indemnity" of this Agreement. The Comprehensive General Liability insurance shall also include products/completed operations and independent contractors' coverages.

- (c) Professional Liability (error and omission) insurance with minimum limits of \$2,000,000 each occurrence. This insurance shall be kept in force and effect for two (2) years after receipt of final payment by the Professional

Contractor.* The Professional Liability Policy, when renewed or replaced, must have a retroactive date that coincides with, or precedes, the start of work under this Agreement.

- (d) Automobile Liability insurance covering all owned, non-owned, or hired automobiles with minimum limits for bodily injury and property damage of \$1,000,000 combined single limit. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the Professional Contractor.
- [(e) Pollution Legal Liability insurance and Contractor Pollution Liability insurance in amounts and on terms satisfactory to the EDC.]

13.03 If, during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the EDC, render inadequate the insurance limit, or types of coverage required herein, the Professional Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be under valid and enforceable policies, issued by insurers of recognized responsibility, registered to do business in the State of Michigan and which are well-rated by national rating organizations and are acceptable to the EDC.

13.04 The policies shall contain an agreement by the insurer that such policies shall not be canceled or materially changed without at least thirty (30) days prior notice to the EDC. Certificates of insurance evidencing such coverage shall be submitted to the EDC at the time it executes this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies. Prior to the commencement of the Services, the Professional Contractor shall provide the EDC with certified copies of all required policies.

13.05 The Professional Contractor shall be responsible for payments of all deductibles contained in any insurance required hereunder. The provisions requiring the Professional Contractor to carry the insurance required under this Article shall not be construed in any manner as waiving or restricting the obligation to indemnify or any other liability of the Professional Contractor under this Agreement.

13.07 The Comprehensive General Liability insurance policy shall name the "City of Detroit" and "Economic Development Corporation of the City of Detroit" and "Detroit Economic Growth Corporation" as additional insureds, and shall state that the Professional Contractor's insurance is primary, with respect to the City of Detroit, and the EDC as additional insureds, and not excess over any insurance already carried by the City of Detroit, and the EDC.

13.08 In the event that the Professional Contractor retains, in accordance with this Agreement, a consultant or subcontractor to perform any of the Services, such consultant or subcontractor shall be required to maintain insurance identical to the insurance coverages set

* Professional Liability insurance may be obtained on claims made basis, but the Consultant will be required to maintain that type of insurance in full force and effect for a minimum of six (6) years after receipt of final payment by the Consultant.

forth in this Article 13, including but not limited to the requirements set forth in Section 13.07, and such additional coverages as the EDC may require of such consultant or subcontractor.

ARTICLE 14 **Fair Employment Practices**

14.01 In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to that Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Professional Contractor agrees that it will not discriminate against any person, employee, consultant, or applicant for employment with respect to his/her hire, tenure, terms, conditions, or privileges of employment or hire because of his/her religion, race, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Professional Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

14.02 The Professional Contractor agrees to comply with City of Detroit Executive Orders Nos. 2003-4 and 2007-01, if applicable, and with Chapter 27 of the Detroit City Code, as amended, being Ordinance No. 303-H and those rules and procedures adopted by the Human Rights Department pursuant thereto. The parties hereto shall promptly furnish any information required by the City or the Human Rights Department of the City pursuant to this Article.

The Professional Contractor shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions, or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, or sexual orientation.

The Professional Contractor further agrees to take affirmative action to achieve reasonable representation of minority groups and women on its work force. Such affirmative action shall include, but not be limited to, the following areas: employment, promotion, demotion or transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training or education, including apprenticeships. The Professional Contractor shall promptly furnish any information required by the EDC or the City of Detroit Human Rights Department pursuant to this Section.

14.03 The Professional Contractor further agrees that it will notify any subcontractor of its obligations relative to nondiscrimination and affirmative action under this Agreement when hiring any subcontractor, and will include the provisions of this Article in such subcontract, as

well as provide the EDC a copy of any subcontract agreement upon request. The Professional Contractor further agrees to take such action with respect to any subcontract procurement as the EDC may direct as a means of enforcing such provisions, including the aforementioned sanctions for noncompliance.

14.04 Breach of the terms and conditions of this Article 14 may be regarded as a material breach of this Agreement.

ARTICLE 15
Notices

15.01 All notices, consents, approvals, requests, reports, and other communications (herein collectively called "Notices") required or permitted under this Agreement shall be in email and in writing and sent by registered or certified mail or nationally recognized overnight courier service, postage prepaid and addressed as follows:

If to EDC:

Economic Development Corporation of City of Detroit
500 Griswold, Suite 2200
Detroit, Michigan 48226
Attention: Authorized Agent

with a copy to:

Detroit Economic Growth Corporation
500 Griswold, Suite 2200
Detroit, Michigan 48226
Attention: General Counsel and Michael Forsyth
Email: rnavin@degc.org, mforsyth@degc.org

If to Professional Contractor:

Attention: _____

15.02 Notices shall be deemed received based on the time of receipt as stated in the email if delivered by email, three (3) days after the day of mailing if delivered by registered or certified mail, or one (1) business day after deposit with a nationally recognized overnight courier service. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice thereof to the other as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

ARTICLE 16
Government Regulations

16.01 The Professional Contractor shall comply with all laws, rules, regulations, orders, etc. (hereinafter referred to as the "Regulations") of all government agencies applicable to the Services performed under this Agreement. The Professional Contractor shall cooperate with the EDC in promptly furnishing any information required by such agencies. It shall be an obligation of the Professional Contractor to keep itself informed of the Regulations which are applicable to the Services.

16.02 The Professional Contractor shall include and contractually obligate all its subcontractors, suppliers and vendors to specifically conform to all of the requirements of this Article 16 in the performance of the Services.

ARTICLE 17
Miscellaneous

17.01 No failure by the EDC to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise any right, term, or remedy resulting from a breach thereof shall constitute a waiver of any such covenant, agreement, term, or condition of this Agreement, and the same shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Each party reserves, and shall have the exclusive right to waive, at its sole discretion, and to the extent permitted by law, any requirement or provision under this Agreement unless such waiver is specifically prohibited. No act by or on behalf of a party hereto shall be, or shall be deemed or construed to be, a waiver of any such requirement or provision, unless the same be in writing, signed by the authorized representative of the party, and expressly stated to constitute a waiver.

17.02 If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17.03 This instrument, including all Exhibits hereto, contains the entire agreement between the parties, and all prior negotiations and agreements are merged herein. Neither the EDC nor any agents of the EDC have made any representations except as expressly set forth herein, and no rights or remedies are or shall be acquired by the Professional Contractor by implication or otherwise unless expressly set forth herein. The Professional Contractor hereby waives any defense it may have to the validity of the execution of this Agreement.

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

17.05 All the terms and provisions of this Agreement shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or importing covenants and conditions were used in each separate term and provision.

17.06 The headings and sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope of intent of this Agreement or in any way effect the same.

17.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity. The Agreement and all actions arising hereunder shall be governed by, subject to, and construed according to, the laws of the State of Michigan. The Professional Contractor agrees, consents, and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action arising out of this Agreement. The Professional Contractor agrees that service of process at the address and in the manner specified in Article 15 will be sufficient to put the Professional Contractor on notice, and the Professional Contractor hereby waives any and all claims relative to such notice. The Professional Contractor also agrees that it will not commence any action against the EDC because of any matter whatsoever arising out of or relating to the validity, construction, interpretation, and enforcement of this Agreement in any courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in the United States District Court, Eastern District, the Michigan Court of Appeals, or the Michigan Supreme Court.

17.08 If any affiliate (as hereinafter defined) of the Professional Contractor shall take any action, which, if done by a party, would constitute a breach of this Agreement, the same shall be deemed a breach by the Professional Contractor with right legal effect. "Affiliate" shall mean a "parent", subsidiary, or other company controlling, controlled by, or in common control with, the Professional Contractor.

17.09 It is understood that this is not an exclusive service contract, and that during the term of this Agreement the EDC may contract with other consulting firms, and that the Professional Contractor is free to render the same or similar advisory services to other clients; provided, however, that the Professional Contractor's obligations to the EDC contained in this Agreement will not be affected in any manner.

17.10 Neither party shall be responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the EDC's determination shall be controlling. However, in the event of an occurrence of any circumstance(s) beyond the control of the Professional Contractor, the EDC may, at its option, terminate this Agreement, pursuant to Article 7 hereof.

17.11 This Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution hereof, the EDC shall submit to the Professional Contractor a confirmed copy of this Agreement.

ARTICLE 18
Community Development Block Grant ("CDBG") Funding

18.01 In the event Federal funds are used to finance services to be performed under this Agreement in whole or in part, the Professional Contractor agrees to comply with the provisions of this Article 18.

18.02 The Professional Contractor shall comply, and shall require all employees, subcontractors and consultants to comply with, all applicable assurances and regulations pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and HUD regulations at 24 CFR Parts 85 and 570.

18.03 Notwithstanding the provisions of Article 6 herein:

(a) Costs to be paid under this Agreement shall be allowable only if such costs are consistent with the Federal cost principles set forth in the Federal regulations at 48 CFR Chapter 1 Part 31; and

(b) Payments under this Agreement are contingent upon the EDC's receipt of grant funds from the City; accordingly, the EDC reserves the right to delay payment until receipt of adequate funds from the City, without penalty or interest.

18.04 (a) The Professional Contractor shall maintain full and complete books, ledgers, journals, accounts, documents and records, and any other supporting data (collectively, "Records") in auditable form in accordance with generally accepted accounting practices, wherein are kept all entries reflecting all of the Professional Contractor's operations pursuant to this Agreement. The Records shall document all services performed under or pursuant to this Agreement and shall include all financial records associated therewith.

(b) Said Records shall be kept in sufficient detail by the Professional Contractor and its subcontractors, and the Professional Contractor shall provide to the EDC all data and information requested by the EDC, so as to enable (1) the City to meet all of its Federal reporting and monitoring obligations, and (2) the EDC to meet all of its reporting and monitoring obligations under any related agreement between the City and the EDC, including for the EDC's obligations for project close-out submissions to the City of Detroit or the U.S. Department of Housing and Urban Development.

(c) The Professional Contractor shall make available, and shall require any subcontractor to make available, at all reasonable times all Records directly pertinent to this Agreement for monitoring, audits, inspections and examinations, the making of excerpts and transcriptions, and for the evaluation of costs and pricing of services under this Agreement by the EDC, P&DD, the U. S. Department of Housing and Urban Development, the Comptroller General of the United States, and any other City, State, or Federal agencies.

(d) All such required Records shall be maintained for four (4) years: (1) after

the Professional Contractor completes the Services to be completed pursuant to this Agreement, (2) after final payment under this Agreement, or (3) after all pending matters pursuant to or relating to this Agreement are closed, whichever comes later.

(e) In the event of any dispute between the parties hereto as to the reporting or maintenance of records requirements required hereunder or to be required of the subcontractors, the reasonable determination of the EDC shall govern.

18.05 The Professional Contractor shall comply with all requirements of the rule entitled "New Restrictions on Lobbying" found at 24 CFR 87 (the "Lobbying Rule"). The Lobbying Rule requires, but is not limited to, requiring, that the Professional Contractor, and any subcontractor, not use any Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, including subawards at all tiers, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, including subawards at all tiers. If compensation to be paid to the Professional Contractor, as provided in Section 4.01, exceeds \$100,000, the Professional Contractor shall submit to P&DD the Certification Regarding Lobbying, Exhibit C herein (the "Certification") and, if applicable, Disclosure of Lobbying Activities, Exhibit D herein (the "Disclosure"). The Professional Contractor shall require any subcontractors to comply with all requirements of the Lobbying Rule applicable to subcontractors and shall include the language of the certification, and require that the language of the certification be included, in the award documents for any subcontracts.

18.06 (a) The Professional Contractor shall not, directly or indirectly, employ, award contracts to, or otherwise engage the services of, or fund any contractor, or subcontractor, or principal as defined in the Federal regulations at 24 CFR 24.105, during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR, part 24, or during any period during which the contractor or subcontractor or principal is proposed for debarment under 48 CFR part 9, Subpart 9.4. If during the term of this Agreement, the Professional Contractor is placed on the HUD debarred list, or is placed in ineligibility status, or is suspended, pursuant to the regulations at 24 CFR part 24, the Professional Subcontractor shall immediately notify the EDC.

(b) The Professional Contractor shall submit to the EDC a certification regarding debarment, suspension, ineligibility and voluntary exclusion utilizing the form attached hereto as Exhibit E, and in conformance to the instructions thereon.

(c) The Professional Contractor shall require all parties who occupy a position with the Professional Contractor defined in 24 CFR 24.105 as a principal to submit said certification to the Professional Contractor, who in turn, shall submit said certification to the EDC. The Professional Contractor shall require all parties who stand in a lower tier relationship to the Professional Contractor to submit said certification to the Professional Contractor, and the Professional Contractor shall submit said certification to the EDC, if such lower tier relationship is a covered transaction defined in 24 CFR 24.110.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSES

EDC

THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF DETROIT

Print Name: _____

By: _____
Print Name: _____
Its: Authorized Agent

Print Name: _____

Print Name: _____

By: _____
Print Name: _____
Its: _____

Print Name: _____

WITNESSES:

CONSULTANT

Print Name: _____
Its: _____

By: _____
Print Name: _____

Print Name: _____

Approved as to form only:

General Counsel to EDC

By: _____
Rebecca A. Navin, Esq.

EXHIBIT A
SCOPE OF SERVICES

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EXHIBIT B

BUDGET

(see attached)

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EXHIBIT C

(alternate)

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EXHIBIT D

(alternate)

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EXHIBIT E

(alternate)

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