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REQUEST FOR PROPOSALS
MOBLITY PILOT TRANSPORTATION SERVICES
AMENDED DECEMBER 1, 2017

DETROIT ECONOMIC GROWTH CORPORATION

500 GRISWOLD STREET SUITE 2200 · DETROIT MI 48226 · 313.963.2940 · FAX 313.963.8839

SECTION I – INTRODUCTION

The Detroit Economic Growth Association (DEGA) is seeking a transportation provider to assist in implementing two mobility pilots, incorporating the requirements stated in this RFP.

DEGA Relationship to the City of Detroit

Detroit Economic Growth Association (DEGA) is the 501(c)(3) arm of the Detroit Economic Growth Corporation (DEGC), which has served as the lead implementing agency for business retention, attraction, and economic development initiatives in the city of Detroit since 1978. It has been structured as a publicprivate partnership and has a 38-member board consisting of civic leaders, corporate executives, government officials, and other stakeholders. DEGA is considered a trusted agency in supporting many community and economic development initiatives. Because of this trusted status, DEGA has acted as a fiduciary for other non-profit organizations like Eastern Market Corporation and housed such significant complementary initiatives as the Office of Foreclosure Prevention and Response and the Detroit Works Project. DEGA aggregates private sector support to fund economic development initiatives. DEGA is the requesting entity and project fiduciary for this project.

The Opportunity

Mobility presents a unique challenge for Detroit as well as a unique opportunity. The vision for mobility in Detroit includes fully integrating traditional public transit on our major corridors with new mobility technologies and services, such as microtransit. Toward this end, DEGA is working in partnership with the City of Detroit Office of Mobility Innovation on an initial set of mobility pilot projects focused around access to jobs and workforce training. The immediate planned pilots as part of this proposal are:

- First/last mile connections for the Detroit Department of Transportation's (DDOT) late night (1 AM - 6 AM) service. Free ride hailing service will be provided to DDOT customers to get to/from the Route 53 bus on weekdays during the late-night hours. The purpose of this pilot will be to understand barriers to bus riders using a ride hailing service and to evaluate the business model of how the City provides mobility during these hours of the week.
- Providing free, door-to-door transportation for participants of a healthcare training cohort at Focus Hope. Currently, Detroit Employment Solutions Corporation (DESC) provides free bus passes to all participants of trainings. Each training typically sees a considerable portion of participants dropping out, sometimes due to the difficulty of simply getting to and from the training facility. The purpose of this pilot will be to better understand the impact that mobility plays in participants of a training program completing their course as well as evaluating the business model of mobility and workforce training.

All trips will start and end in the City of Detroit.

SECTION II – RFP PROCESS OVERVIEW

This RFP solicits qualifications and proposals from interested and qualified professional mobility service providers to implement two mobility pilots, incorporating the requirements stated in this RFP.

The DEGA will select its preferred Provider based on the candidate's qualifications and the responsiveness of the candidate's Proposal. It is the intent of the DEGA to receive proposals from and to enter into a Professional Services Agreement (PSA) with the Provider deemed by the DEGA as the most qualified provider of the Services.

The DEGA will be the contracting party and staff from the City of Detroit's Office of Mobility Innovation will be the project managers. Funding for this Project originates from New Economies Initiative (NEI).

Issuing Office & Contact Person

Detroit Economic Growth Association
500 Griswold, Suite 2200
Detroit, MI 48226
Contact Person: Amanda Hanlin, ahanlin@degc.org

Schedule

By submitting a Proposal, the Provider agrees that the following schedule is acceptable, and that the Provider has the resources and capabilities to adhere to the schedule (all dates in 2017-18):

November 10	RFP published
November 22	End date for Questions & Clarifications
December 8	Proposals due by noon , at the offices of the DEGA as listed above
December 15	Selection of the finalists/Notice to Proceed

12 -24 weeks from NTP pilots completed

Contents of Submittals

All submissions must contain the information identified below. Please provide one hard copy in a sealed envelope and one copy on electronic media to DEGA at the issuing office address stated above.

1. Proposal Form (attached to the RFP) 2.

Completed Attachments, including:

- Resolution of Authority – Corporation / Partnership / Joint Venture/ Limited Liability as applicable
- Affidavit of Non-Collusion and Non-Conflict of Interest
- Bidder's Income Tax Clearance Form. (form attached to the RFP)
- W-9 Request for Taxpayer Identification and Certification. (form attached to the RFP)
- Human Rights Dept. Covenant of Equal Opportunity (form attached to the RFP)

*3. A Narrative Summary **not to exceed ten pages**, including:*

a. Details of the Provider's staff

i. Name of firm(s) and the person authorized to represent the firm(s).

ii. Composition of Provider's team and nature of any joint venture, partnerships, etc. *b. Provider's Relevant Experience*

i. The Provider should provide proof of registration with the State of Michigan as a limousine carrier, taxicab carrier, or transportation network company

ii. The Provider should include proof of insurance coverages required by Michigan's Limousine, Taxicab, and Transportation Network Company Act (PA 345) iii. Brief

background and history of company, including past services provided to the

City of Detroit or organizations in the City iv. Number of vehicles/drivers the provider operates/employs in the Metropolitan Detroit area

1. 0-25

2. 26-100

3. 101-500

4. More than 500

v. Number of accessible vehicles/drivers the provider operates/employs in the Metropolitan Detroit area

1. 0

2. 1-10
3. 11-25
4. 25-100
5. More than 100 vi. Detailed fee schedule for rides that indicates whether rides are billed per mile, per minute, per trip, etc. Please indicate also if prices fluctuate due to time of day, day of the week or other factors.

Confidentiality of Proposals

Proposals will not be opened in a public opening. Proposals will be opened with reasonable precautions to avoid disclosure of contents and proprietary or confidential information to competing candidates, or the public, up to the notice of award of the contract. However, the candidate is advised that after the notice to award contract is issued or a determination not to award a contract is made, the Proposals may become a public record and may be subject to the terms of the Freedom of Information Act.

Evaluation Process

The DEGA is committed to providing a fair selection process. The DEGA reserves the right to reject any or all Proposals or to negotiate with any sources whatsoever.

Addenda to This Request for Proposal

The DEGA reserves the right to make written modifications to this RFP. Only the issuing office via a written addendum shall originate any revisions to this RFP. The DEGA shall endeavor to provide notice of any subsequent addenda to all parties who have obtained from the DEGA a copy of the RFP; however, the proposing Provider shall be responsible to secure the addendum and address all changes in its submitted Proposal. Receipt and incorporation of any addendum shall be clearly indicated in the submitted Proposal.

Complete Proposals

Each proposing Provider must submit a complete the Proposal containing the Proposal Form and the other information as expressed in the RFP. The submitted Proposal shall be executed by an official authorized to submit and bind the proposing Provider to the provisions of the Proposal.

No Compensation for Preparation Costs of Proposal

The Provider agrees and understands that submission of a Proposal responding to this RFP is a voluntary action on the part of the Provider. The DEGA will not pay any fees to or reimburse any costs incurred by a proposing Provider or SubProvider in the preparation of its Proposal.

Organization of Provider

The proposing Provider agrees to appoint a qualified key individual to coordinate all activities performed and provision of Services by the Provider and its SubProviders (together the "Provider") required to complete the proposed Services. The Provider's key individual shall coordinate and report its activities relating to the Services provided to the DEGA Project Manager. The Provider's key individual shall assume the duty to keep the DEGA Project Manager informed of all issues involving the Services provided. The Provider's key individual shall be responsible for coordinating and obtaining information, access, equipment, materials and laborer necessary for the provision of the Services.

Project Area

The Provider shall provide requested services in Metropolitan Detroit with rides originating and ending in the City of Detroit.

Evaluation Criteria

The DEGA is committed to providing a fair and open selection process. The Proposal review committee will include representatives of the DEGA and City of Detroit Office of Mobility Innovation and possibly others to review the proposals, analyze them, and then make a selection.

Form & Terms of Agreement:

The form of Agreement between the selected Provider and the DEGA shall be a customized version of the Professional Services Agreement (the "Agreement") template included at the end of this document.

Compensation

The Provider shall be compensated based on an approved monthly invoice for Services provided through the last day of the prior month. The total compensation due and payable shall not exceed the not-to-exceed amounts stated in the Agreement. The Provider shall provide with each monthly invoice a detailed summary of the charges in accordance with the requirements that are contained in the Agreement. Provider shall submit a copy of the monthly invoice to both the project manager of the DEGA and to the project manager of the Office of Mobility Innovation. The DEGA will only process payments based on the written authorization of the project manager from the Office of Mobility Innovation. The Provider's standard rates shall be the basis for its monthly charges. The rates shall be previously approved by the DEGA but shall not exceed the standard rates published by the Provider and included in Attachment C. The standard rates, as approved by the DEGA and incorporated into the Agreement, shall not be increased for the duration of the Project. DEGA shall endeavor to make Payments within thirty days after receipt of an approved monthly invoice.

General Requirements:

During the specified duration for the provision of Services, the Provider shall attend meetings as necessary. The Provider shall, without limitations, coordinate its Services with the DEGA and when necessary, the review committee and other stakeholders.

PROPOSAL FORM

The undersigned (the Provider), being familiar with and capable of fulfilling the requirements set forth in the "Request for Proposals to provide mobility services (the "Services"); and having examined the Scope and being familiar with all local conditions affecting the Project and the Services in this Proposal, hereby proposes to furnish all labor, transportation and supervision necessary or incidental to the proper and full provision of all Services in accordance with the RFP.

Name of Proposing Provider: _____ Provider's
Address: _____

Provider's Telephone No.: _____ Provider's
Fax No.: _____

This proposal is submitted to:
Detroit Economic Growth Association
500 Griswold, Suite 2200
Detroit, MI 48226
Attn: Amanda Hanlin

STANDARD RATES SHEET The undersigned proposes its standard published rates for the provision of services by the Provider and its SubProviders.

STARTING AND COMPLETING SERVICES The undersigned declares and promises that if awarded the Agreement, the Provider is prepared to and will start the provision of the proposed services upon the receipt of a Notice to Proceed from the DEGA and will complete all segments within 12-24 weeks from the date of the NTP.

PROVIDER'S EXAMINATIONS AND UNDERSTANDING

The undersigned certifies that the RFP Documents together with any and all Addenda issued, have been carefully examined by the Provider. The undersigned declares that the nature of the Services is understood by the Provider, and that at no time will it claim a misunderstanding of the RFP or the Scope of Services.

The undersigned specifically certifies that the Provider agrees that the Schedule set forth in the RFP is acceptable and that the Provider (and its SubProviders as applicable) has the resources and capabilities to adhere to the schedule.

The undersigned certifies that the Provider agrees and understands that submission of a Proposal responding to the RFP is a voluntary action on the part of the Provider. The DEGA will not pay any fees to or reimburse any costs incurred by a proposing Provider or SubProvider in the preparation of its Proposal.

INSURANCE REQUIREMENTS:

The Provider agrees by submission of its Proposal to provide the DEGA, prior to execution of the Agreement or commencement of any activities, a certification that the insurance, required in the Agreement, is in place and shall be for the duration of this contract, including any extensions of time to the contract, and until the final payment is received by the Provider. All insurance policies shall name the DEGA and the City of Detroit (the "City"), as additionally insured parties and shall provide as to the additional insureds that the coverage to be provided shall be primary and non-contributory and shall provide 30-days notification-to-all-insured parties clause prior to any change in the coverage or a termination of the policies.

PROVIDER NOT IN ARREARS

The undersigned certifies that, as of the date of this Proposal, the Provider is not in arrears to the City of Detroit for any debts whatsoever (including but not limited to back taxes) as provided for in Sec. 21-3-15, City Code (Ordinance No. 52H). Further, the undersigned certifies that the Provider has not defaulted in any other contract with the DEGA or the City of Detroit.

WITHDRAWAL OF PROPOSAL

The undersigned agrees that this Proposal will remain firm and will not be withdrawn for a period of thirty (30) days after the proposal due date.

REJECTION OF BIDS

The undersigned understands and yields to the DEGA the right to waive any informality in the RFP process and to reject any or all Proposals in whole or in part for any reason whatsoever.

WAIVER

The undersigned certifies the transportation rates proposed in this Proposal are correct, complete and stated as intended by the undersigned for the provision of Services proposed. The undersigned further certifies that all information given in or furnished with this Proposal is correct, complete, and submitted as intended by the undersigned, and the undersigned does hereby waive any right or claim the Provider may now have or which may hereafter accrue to the Provider, by reason of errors, mistakes, or omissions made by the undersigned in this Proposal, to refuse to execute, unaltered, the Professional Services Agreement (PSA) if awarded to the Provider by the DEGA in response to the Proposal.

SPECIAL FORMS

The undersigned acknowledges that executed copies of the following documents are contained in this Proposal:

(1) Acknowledgments – Corporation / Partnership / Joint Venture as applicable

- (2) Resolution of Authority – Corporation / Partnership / Joint Venture/ Limited Liability as applicable
- (3) Affidavit of Non-Collusion and Non-Conflict of Interest
- (4) Bidder's Income Tax Clearance Form. (form attached to the RFP)
- (5) W-9 Request for Taxpayer Identification and Certification. (form attached to the RFP)
- (6) Human Rights Dept. Covenant of Equal Opportunity (form attached to the RFP)

The undersigned, hereby, executes and tenders this Proposal to the DEGA on behalf of the proposing Provider in accordance with the requirements to provide Services necessary as set forth in the DEGA's Request for Proposal to execute a mobility pilot for the City of Detroit.

(Signatures on next page)

DATE OF PROPOSAL: _____

PROPOSING PROVIDER: _____

(Please Print Full Legal Name)

Federal Tax ID Number: _____

BUSINESS STATUS: check one

_____ CORPORATION, incorporated under the laws of the State of
 (If not a Michigan Corporation, are you licensed to do business in the state of Michigan?)

Y _____ N _____

_____ PARTNERSHIP

_____ A JOINT VENTURE

_____ AN INDIVIDUAL DBA _____

_____ A LIMITED LIABILITY COMPANY

Executed and Signed by:

 (Signature)

 (Print Name)

 (Title)

RESOLUTION OF [PARTNERSHIP] [JOINT VENTURE] AUTHORITY (as applicable)

I, _____, as General Partner in _____, a
 [Partnership] of the State of DO HEREBY CERTIFY that the following are General Partners and are
 licensed to provide the proposed services in the State of Michigan and the City of Detroit:

I FURTHER CERTIFY that any of the General Partners of the [Partnership] [Joint Venture] are authorized to execute or guarantee and commit the Partnership to the terms, conditions, obligations, stipulations and undertakings contained in the Bid Package and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS, THEREOF, I affix my signature on the _____ day of _____, 20____.

General Partner

[PARTNERSHIP] [JOINT VENTURE] ACKNOWLEDGEMENT

STATE OF _____)

) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by, General Partner, on behalf of _____, a [Partnership] [Joint Venture].

Signature

Notary Public, _____ County, _____

My commission expires: _____

RESOLUTION OF LIMITED LIABILITY COMPANY AUTHORITY (as applicable)

I, _____, as Managing Member in _____ a
Limited Liability Company organized under bylaws of the State of _____ DO HEREBY CERTIFY
that the following are Members and are licensed to provide the proposed services in the State of Michigan
and the City of Detroit:

I FURTHER CERTIFY that any of the Managing Members of the Limited Liability Company are authorized to execute or guarantee and commit the Limited Liability Company to the terms, conditions,

obligations, stipulations and undertakings contained in the Bid Package and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS, THEREOF, I affix my signature on the _____ day of _____ 20__.

Managing Member

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)

) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 20__,

by _____, Managing Member, on behalf of _____, a

Limited Liability Company.

Signature

Notary Public, _____ County, _____

My commission expires: _____

RESOLUTION OF CORPORATE AUTHORITY (as applicable)

I, _____ as _____ of _____
_____, a Corporation

of the State of _____ DO HEREBY CERTIFY that the following individuals are authorized agents of the Corporation and are authorized to execute this Proposal:

Name: _____ Title: _____ Name: _____
_____ Title: _____

I FURTHER CERTIFY that any of the officers of the Corporation are authorized to execute or guarantee and commit the Corporation to the terms, conditions, obligations, stipulations and undertakings contained in the RFP and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS, THEREOF, I affix my signature on the _____ day of _____, 20 ____.

CORPORATE SEAL

(Signature)

(if applicable)

(Title)

CORPORATE AUTHORITY ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____
_____, _____, on behalf of _____ a Corporation of the
State of _____.

Signature

Notary Public, _____ County _____
My commission expires: _____

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) Proposing Provider
- (4) He/she is fully informed with respect to the preparation and contents of the Proposal as well as all circumstances about the same;
- (5) Neither the said proposing Provider nor any of its officers, partners, owners, 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 DEGA or any person interested in the proposing Provider;
- (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 proposing Provider or any of its agents, representatives, owners, partners, employees, or parties in interest, including this affiant;

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

(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public, _____ County, _____

My Commission Expires: _____

REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: _____ CONTACT: _____ PHONE: _____

Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

<p>To: A. City of Detroit Income Tax Division Coleman A. Young Municipal Center 2 Woodward Avenue, Ste. 512 Detroit, MI 48226</p> <p>Phone: (313) 224-3328 or 224-3329 Fax: (313) 224-4588</p>	<p>For: Individual or Company Name _____</p> <p>Address _____ _____ _____</p> <p>City _____</p> <p>State _____ Zip Code _____</p> <p>Telephone _____ Fax # _____</p>
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B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above)	Telephone # _____ Fax # _____
Employer Identification or Social Security Number	Spouse Social Security Number
Nature of Contract _____ _____	BID CONTRACT AMOUNT (if known): Labor: \$ _____ Material: \$ _____ Contract # (if known) _____

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One: Individual Corporation Partnership

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

- | | | |
|---|------------------------------|-----------------------------|
| 1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Are you a student, and/or claimed as a dependent on someone else's tax return? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Were you employed during the last seven (7) years? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Were you a resident of Detroit during the last seven (7) years? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

- | | | |
|---|------------------------------|-----------------------------|
| 5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Will the company have employees working in Detroit? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Will the company use sub-contractors or independent contractors in Detroit? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature _____	Date _____	Expires _____
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature _____	Date _____	Expires _____
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature _____	Date _____	Expires _____

To check the status of a clearance, please call (313) 224-7266
 VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroit.mi.us

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
see specific instructions on page 2

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
 Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of the _____, (hereinafter “Consultant”), do hereby enter into a Covenant of Equal Opportunity (hereinafter “Covenant”) with the City of Detroit, (“hereinafter” City); obligating the Consultant and all sub-Consultants not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-Consultants are reported to the City of Detroit Human Rights Department and have a current **Contract Specific Clearance** on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 2732, Section (e).

RFP No. Mobility Pilot Project

Printed Name of Consultant: _____

(Type or Print Legibly)

Consultant Address: _____, _____, _____

(City)

(State)

(Zip)

Consultant Phone/Email: _____ / _____

(Phone)

(Email)

Printed Name & Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

***** This document MUST be notarized *****

Signature of Notary: _____

Printed Name of Seal of Notary: _____

My Commission Expires: ____/____/____

(Rev.)Form.HRS201001

For Office Use, Only:

Cov. Rec'd: ____/____/____ in Department Name: DEGC/EDC/EDC

Accepted by: _____ Rejected by: _____

**Please email or fax Covenant and EOC to Director of Human Rights Department 1026 CAYMC at ¹⁶
HumanRightsCL@detroitmi.gov or fax (313) 224-3434.**

**DETROIT ECONOMIC GROWTH ASSOCIATION
PROFESSIONAL SERVICES AGREEMENT
WITH
XXXX CONSULTING SERVICES, LLC**

This Professional Services Agreement ("Agreement"), dated and made effective as of this day of July, 2017, by and between **DETROIT ECONOMIC GROWTH ASSOCIATION** (hereinafter referred to as the "DEGA"), located at 500 Griswold, Suite 2200, Detroit, Michigan 48226, and **XXXX CONSULTING SERVICES, LLC**, located at 1234 Main Street, Detroit, MI 48224 (hereinafter called the "Professional Contractor").

RECITALS:

A. The DEGA has determined that it is necessary to engage the Professional Contractor to perform services in connection with....

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 DEGA, 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. This Agreement is authorized by the delegation of authority authorized by the DEGA Executive Committee.

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 DEGA 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 DEGA, 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 DEGA from the Professional Contractor's employees or agents, the Professional Contractor shall hold harmless, defend and indemnify the DEGA from, against and for any such claim and any costs or expenses related thereto.

1.03 The DEGA shall appoint a project manager (the "Project Manager") to serve as the contact person between the DEGA and the Professional Contractor. The Project Manager shall be designated in writing, and may from time to time be changed by the DEGA 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 this Agreement for a period of three (3) 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 DEGA. 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 DEGA 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 DEGA.

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 Project Manager mailing 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 DEGA 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 DEGA 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 DEGA'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 DEGA 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 DEGA. 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 DEGA shall have the right to interview and approve the supervisory staff assigned by the Professional Contractor under this Agreement.

4.02 The DEGA 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 DEGA, 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 DEGA, Detroit Economic Growth Corporation (the "DEGC") and the City, and shall hold harmless, defend and indemnify the DEGA, 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 DEGA, 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 DEGA hereby accepts, subject to 4.01, Ayesha Maxwell, 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 DEGA. Upon execution of this Agreement, and prior to the start of the Project, the Professional Contractor shall provide the DEGA 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 DEGA to discuss progress made in the performance required hereunder and any problems which may have arisen.

4.06 The Project Coordinator shall inform the DEGA 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 DEGA 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 DEGA without obtaining the DEGA's prior written consent.

4.08 Unless otherwise directed by the DEGA, 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 DEGA hereunder shall be provided to the DEGA with three (3) copies, unless otherwise

requested by the DEGA, and shall also be provided in electronic form, in a format acceptable to the DEGA. [If requested by the DEGA, 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 DEGA, or both.] All deliverables and work performed under this Agreement shall include a statement of reliance providing that the City, the DEGA 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 DEGA 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 **XXXXX Dollars, (\$XXXXX)**, 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 DEGA, at its option, may request in writing that the Professional Contractor perform various services ("Additional Services") that are deemed by the DEGA 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 DEGA at a mutually agreed upon cost. Costs incurred pursuant to this Section 5.03 shall be paid only upon compliance with the terms of this Section, receipt by the DEGA 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 DEGA, including, but not limited to, mileage.

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 bi-monthly invoice for payment. Any payment requested by Professional Contractor shall be consistent with the unit prices set forth in Exhibit B. 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 with such supporting documentation as requested by the DEGA.
- (f) The total charge amount.

6.02 The Professional Contractor shall receive payment for the proper performance of Services approved by the DEGA hereunder, within ten (10) business days of the submission of an invoice to the DEGA in accordance with the provisions of Section 6.01.

ARTICLE 7 **Termination**

7.01 The DEGA 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 DEGA for damages sustained by the DEGA by virtue of the Professional Contractor's breach and shall be liable for any reasonable costs the DEGA might incur enforcing or attempting to enforce this Agreement, including actual attorneys' fees. The DEGA 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 DEGA 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 DEGA sustains in excess of any set-off. If this Agreement is terminated in this manner, the DEGA 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 DEGA for any and all costs incurred by the DEGA thereby.

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

7.03 The DEGA 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 DEGA 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 DEGA on the basis of the Services rendered and accepted by the DEGA; any Reimbursable Expenses incurred prior to termination; bona fide termination settlement costs reasonably incurred by the Professional Contractor, as determined by the DEGA 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 DEGA, represent a fair value of the Services provided, less the amount of any previous payments made. Should the DEGA or the DEGA'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 DEGA 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 DEGA, 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 DEGA 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 DEGA as the DEGA shall specify, and furnish to the DEGA an inventory of all furnishings, equipment, and other property purchased for the Agreement, if any, and carry out such directives as the DEGA 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 DEGA 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 DEGA 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 DEGA 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 DEGA, 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 DEGA 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 DEGA. 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 DEGA to any further assignment.

10.02 This Agreement shall inure in all respects to the DEGA, 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 DEGA 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 DEGA 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 DEGA. Upon receipt of such notice, the DEGA 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 DEGA. 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 DEGA upon the DEGA'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 DEGA will cause irreparable injury to the DEGA not adequately compensable in damages and for which the DEGA has no adequate remedy at law, and the Professional Contractor accordingly agrees that the DEGA 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 DEGA'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 DEGA's request, the Professional Contractor shall promptly deliver to the DEGA all of such Work Product, and the DEGA 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 DEGA will cause irreparable injury to the DEGA which is not adequately compensable in damages, and for which the DEGA has no adequate remedy at law, and the Professional Contractor accordingly agrees that the DEGA may, in such event, seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product. The DEGA 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 DEGA, 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 DEGA, 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 DEGA, 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.

The Professional Contractor also agrees to hold the DEGC, the City and the DEGA 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 DEGA 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 DEGA 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 DEGA 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 DEGA, 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 DEGA, 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 DEGA and/or the City.

12.04 The Professional Contractor agrees that it is its responsibility, and not the responsibility of the DEGA, 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 DEGA 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 DEGA, 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 DEGA, 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 DEGA 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) 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.

13.03 If, during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the DEGA, 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 DEGA.

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 DEGA. Certificates of insurance evidencing such coverage shall be submitted to the DEGA 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 DEGA 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 "Detroit Economic Growth Association" as additional insureds, and shall state that the Professional Contractor's insurance is primary, with respect to the City of Detroit, and the DEGA as additional insureds, and not excess over any insurance already carried by the City of Detroit, and the DEGA.

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 forth in this Article 13, including but not limited to the requirements set forth in Section 13.07, and such additional coverages as the DEGA 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 DEGA 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 DEGA 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 DEGA 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 writing and

sent by registered or certified mail or nationally recognized overnight courier service, postage prepaid and addressed as follows:

If to DEGA:

Detroit Economic Growth Association
500 Griswold, Suite 2200
Detroit, Michigan 48226
Attention: President

with a copy to:

Detroit Economic Growth Corporation
500 Griswold, Suite 2200
Detroit, Michigan 48226
Attention: General Counsel

If to Professional Contractor:

XXXX CONSULTING SERVICES, LLC
1234 Main Street,
Dearborn, MI 48224
Attention: Jane Doe

15.02 Notices shall be deemed received 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 DEGA 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 DEGA 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 DEGA nor any agents of the DEGA 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 DEGA 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 DEGA 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 DEGA 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 DEGA's determination shall be controlling. However, in the event of an occurrence of any circumstance(s) beyond the control of the Professional Contractor, the DEGA 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 DEGA shall submit to the Professional Contractor a confirmed copy of this Agreement.

{remainder of page left blank}

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

WITNESSES

DEGA

DETROIT ECONOMIC GROWTH ASSOCIATION

Print Name: _____

By: _____

Print Name: _____

Its: Authorized Agent

Print Name: _____

By: _____

Print Name: _____

Its: Authorized Agent

Print Name: _____

Print Name: _____

WITNESSES:

CONSULTANT

XXXX ADMINISTRATIVE CONSULTING SERVICES, LLC

Print Name: _____

By: _____

Print Name: _____

Its: _____

Print Name: _____

Approved as to form only:

General Counsel to DEGA

By: _____
Rebecca A. Navin, Esq.

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

BUDGET

The Services shall be billed at the rate of ...