

Request for Proposals to Develop a Sustainability Action Plan for the City of Detroit

December 11, 2017

(amended to searchable format on December 19, 2017)

Issued by:

Detroit Economic Growth Association

500 Griswold, Suite 2200

Detroit MI 48226

SECTION I – INTRODUCTION

The Detroit Economic Growth Association (the “DEGA”) is seeking a Consultant to provide a Sustainability Action Agenda for the City of Detroit on behalf of the newly created Detroit Office of Sustainability.

The Opportunity

Under the leadership of Mayor Duggan, the City of Detroit has stepped up as the lead in many sustainability related initiatives. Some examples are:

- Opening of first new street car in 50 years (the Q Line)
- Launch of the Mo-Go bike share program
- Converting 65,000 streetlights to LEDs, creating the largest, city-owned LED streetlight network in the US
- Commitment of \$3 million/year to green stormwater infrastructure
- Adoption of "green demolition" standards and demolition of more than 11,000 abandoned structures
- Expansion of the DDOT bus fleet with hybrid buses
- Completion of energy benchmarking and audits of city buildings
- Pilot electric and plug-in hybrid vehicles for City’s fleet replacement plan

To build upon this work and create a centralized focal point for collaboration on sustainability issues, Mayor Duggan created the City's first Office of Sustainability in May 2017. The Office of Sustainability was charged with strengthening the economic, social, and environmental sustainability of Detroit's residents, businesses and neighborhoods.

While there have been a number of sustainability initiatives initiated by Mayor Duggan, he identified a need to create a central strategy to understand how the needs of the community can be addressed through a focus on sustainability, how to communicate the value of sustainability to residents, and how residents and the city government can come to a mutual understanding of the goals that all should be working towards to facilitate healthy, green, vibrant neighborhoods for all.

The goal of the Sustainability Action Agenda is to strengthen the economic, social, and environmental sustainability of Detroit's residents, businesses and neighborhoods. The process will establish short term (6-18 months), medium term (18 months – 4 years), and long term (4-8 years) outcomes, goals, actions, and metrics through engagement with the broader community that will guide future government and community actions to improve the quality of life for Detroiters, provide greater economic opportunities, and address climate impacts.

Community engagement will play a foundational role in the creation of a Sustainability Action Agenda for the City of Detroit. Residents, City employees, and organizations all have specific issues, ideas, and even programs that address economic, environmental and equity issues in their neighborhood or organization. Residents are the experts on the issues that occur in their neighborhoods and so to craft an inclusive sustainability vision for the city, we need to fully understand the challenges and opportunities from their perspective.

The Office of Sustainability, in partnership with the consultants to this RFP, intends to engage community residents in multiple ways, through attending existing meetings, holding focus groups on specific areas,

using surveys, engaging Detroiters as “ambassadors” within their own neighborhoods, and other creative means to be proposed in responses to this proposal.

Many groups and individuals have addressed sustainability challenges within the city and the Office of Sustainability seeks to build upon that work that has already been done. City of Detroit departments are vital stakeholders to engage as the Office of Sustainability seeks to enable the City to embrace sustainability as a guiding principle.

There are many topics that can be addressed through sustainability planning; this scope of work will seek to explore and prioritize areas using stakeholder input. Most will entail cross-cutting issues such as social equity, job and economic development, and climate mitigation and resilience. Example topics to be addressed could include, but not be limited to: food; transportation and mobility; buildings and homes (energy); air quality; water; and solid waste.

Historical Context

The City of Detroit and the people of Detroit have long been proponents of sustainability principles and practices. Detroit residents are practiced at “making a way out of no way” after years of population losses, economic disinvestment, segregation, urban renewal, and residential redlining. The deindustrialization of the city reduced jobs and opportunities for the majority African American city, increasing the poverty rate to the current rate of 40%. More recently, the subprime mortgage crisis hit Detroit extremely hard, with 83,362 properties, including 41,737 structures, entering public ownership through tax reversion between 2005 and 2017.

Making a way out of no way has made Detroiters some of the most resilient and sustainable people in the country. Detroiters have taken the lead in urban gardening, with over 1,500 gardens identified in 2016 which produced almost 350,000 lbs. of produce. Similarly, 25% of Detroit households do not own a car and instead rely on transit, walking and biking. The City of Detroit has always had threads of sustainability and self-sufficiency.

There has been significant community action throughout the city on various initiatives that focus on sustainability. Numerous planning processes have explored how sustainability can be implemented to bring quality of life benefits to all Detroiters. Additionally, many environmental non-profits throughout the city have developed a variety of initiatives including residential energy efficiency, lead remediation, recycling, residential deconstruction, green infrastructure, mobility, food production, and other methods. Often, city departments were a partner but not a lead in these projects.

DEGA Relationship to the City of Detroit

The Detroit Economic Growth Association (DEGA) is a public development entity 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 DEGA 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 DEGA 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.

SECTION II – RFP OVERVIEW

This RFP solicits qualifications and proposals (“the Proposal”) from interested and qualified professional planners (the “Consultants”) for the development of the Sustainability Action Agenda, incorporating the requirements stated in this RFP. Each Proposal must state a not-to-exceed amount the responding firm requires as its fees for the complete provision of the proposed services.

It is the intent of the DEGA to receive Proposals and interview the candidate deemed to be most responsive. The DEGA will enter into a Professional Services Agreement (the “Agreement”) with the successful Consultant for the development of the Analysis. Please see Attachment B to Part II of Section III of this RFP for a copy of the Agreement. See Exhibit A for scope of services.

Schedule

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

December 11th	RFP published
January 5th	Consultants pre-proposal clarification meeting – 11 am
January 16 th	End date for Questions & Clarifications
January 26 th	Proposals due, at the offices of the DEGA – 3 pm
February 2 nd	Selection of the finalists
February 11 th	Interviews
February 22 nd	Selection
February 23 rd	DEGA Board authorization of Consultant’s Contract
February 26 th	Notice to proceed same day as Board authorization
October 31 st	Sustainability Action Agenda and all deliverables complete

Summary of the RFP Process

The DEGA will select its preferred Consultant based on the candidate’s qualifications and the responsiveness of the candidate’s Proposal.

The DEGA will be the contracting party and staff from the City of Detroit’s Office of Sustainability will be the project managers. Funding for this Project originates from four Foundations, including generous grants from the Kresge Foundation, Fred A. and Barbara M. Erb Family Foundation, Ralph C. Wilson Jr. Foundation, and the Partners for Places program of the Funders’ Network.

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.

DEGA Project Review Team Responsibilities:

After contract execution, the DEGA will assemble a technical review team consisting of DEGA and City of Detroit representatives to provide reaction to and guidance to the Consultant. During Project execution, all communications and direction will originate from the Director of the Office of Sustainability, through its designated project manager. Some of the contemplated actions and activities the City of Detroit expects to participate in and provide guidance on include:

1. Work with Consultant to schedule and/or conduct the Project related meetings.
2. Coordinate activities that require other personnel.
3. Compel other parties to furnish existing information for the area, including plans and reports, if available.

SECTION III –PROPOSAL SUBMITTAL

The Detroit Economic Growth Association (the “DEGA”) invites professional Consultants (the “Consultants”) to submit to the DEGA Proposals incorporating the requirements stated in this Request for Proposals (“RFP”) for the provision of professional Market Planning.

The services to be provided by the Consultant are fully described in the following Parts 1-2 of this Section III and in the Attachments to Part 2 that comprise, together, with any addenda subsequently issued in accordance with this document, the basis for the Consultant’s Proposal.

PART 1	GENERAL
PART 2	PROPOSAL FORM
ATTACHMENT A	PROJECT AREA
ATTACHMENT B	STANDARD PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT C	CONSULTANT AND SUBCONSULTANT RATE SCHEDULES
ATTACHMENT D	ADVERTISEMENT
EXHIBIT A	SCOPE OF SERVICES
ATTACHMENT E	BIDDER’S INCOME TAX CLEARANCE FORM
ATTACHMENT F	W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM
ATTACHMENT G	CITY OF DETROIT COVENANT OF EQUAL OPPORTUNITY FORM

PART 1 – GENERAL

A. Purpose

It is the intent of the DEGA to receive proposals from and to enter into a Professional Services Agreement with the Consultant deemed by the DEGA as the most qualified provider of the Services. The Consultant shall furnish all necessary labor, studies, supplemental information, drafts, interviews, analysis, supervision, community engagement, administration, and support assistance incidental and necessary, and shall produce the Sustainability Action Agenda. (collectively, the “Services”).

B. Issuing Office & Contact Person

Detroit Economic Growth Association
500 Griswold, Suite 2200
Detroit, MI 48226
Contact Person: Cleveland Dailey III
cdailey@DEGC.org (313) 237-4605

C. Deleted section

D. Delivery of Proposal to DEGA

Each Proposal shall be delivered in a sealed opaque envelope addressed to the DEGA.

E. 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 Consultant 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.

F. Complete Proposals

Each proposing Consultant must submit a complete Proposal using the format provided in Part 2- Proposal Form and the other information as expressed in Part 1, paragraph K and L of the RFP. The submitted Proposal shall be executed by an official authorized to submit and bind the proposing Consultant to the provisions of the Proposal. The Proposal shall identify the names, addresses, and phone numbers of each person authorized by the proposing Consultant to negotiate and execute the Agreement that is included as in the Forms section of Part 2 of the RFP.

G. 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 Consultants, 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, Proposals may become a public record and may be subject to the terms of the Freedom of Information Act.

H. No Compensation for Preparation Costs of Proposal

The Consultant agrees and understands that submission of a Proposal responding to this RFP is a voluntary action on the part of the Consultant. The DEGA will not pay any fees to or reimburse any costs

incurred by a proposing Consultant or SubConsultant in the preparation of its Proposal or oral presentations for obtaining a contract for the Services for the Sustainability Action Agenda.

I. Organization of Consultant

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

J. Project Area

The Consultant shall provide requested Services for the entire City of Detroit

K. Contents of Submittals

All submissions must contain the information identified below.

1. *Cover letter*
2. *Acknowledgment of any RFP addenda*
3. *Table of Contents*
4. *Signed Signature pages from the Special Forms paragraph of Part II*
5. *Details of the Consultant’s staff*
 - a. Name of firm(s) and SubConsultant(s), and the person authorized to represent the firm(s).
 - b. Composition of Consultant’s team and nature of any joint venture, partnerships, etc.
 - c. Resumes and experience of any Consultants who will be assigned to this project. Indicate staff experience related to a project of the size and character of the project.
 - d. Experience and current workload of project principals named for this project.
6. *Consultant’s Relevant Experience, Project Understanding and Methodology*
 - a. The Consultant should describe its experience and that of its SubConsultant team for projects that are relevant to producing Detroit’s Sustainability Action Agenda. Consultant shall provide a concise description of its understanding of the Project, and why the Consultant’s firm is the best qualified to undertake this Project.
 - b. Description of how Consultant’s will rationally approach the execution of this project.
 - c. A very brief narrative and graphic description of projects the Consultant is in process of completing, or has successfully completed recently, including the following information: Project, Project Description, Location, Owner, Reference contact/phone number and other relevant information.
 - d. Consultant’s communication strategy for the client.
 - e. Description of any services proposed in addition to the RFP Scope of Services (none are expected by DEGA, but Consultant may see additional minor tasks to be performed).
 - f. Two to three references on former work, with contact information and context for nature of working relationship
 - g. An expected list of Final Plan deliverables
7. *Completed Proposal Submittal Format: 3 copies of an 8 ½” x 11” Bound Document and electronic media copy containing:*

- a. Completed and executed Part 2-Proposal Form, including the Forms section.
- b. Attachment C-Consultant and SubConsultant(s) Standard Rate Schedule for services normally provided by the Consultant and any of its proposed SubConsultants.
- c. Attachment D-Reimbursable Expense Cost Items and Standard Rates

L. Evaluation Criteria

The DEGA is committed to providing a fair and open selection process.

The Proposal review committee will include representatives of the Office of Sustainability and other departments to review the proposals, analyze them, and then make a recommendation to the DEGA Board of Directors for its consideration.

The Proposal will be evaluated on the following criteria as follows:

Consultant Approach

- Ability to recommend a clear and well-thought out work plan to meet City objectives, broken down by deliverable or work area, with a timeline that the City can track, and regularly scheduled times to meet with the City project leads to report on progress and resolve any issues
- Proposed strategies for client and stakeholder engagement, including demonstration of geographic and demographic representation and estimated number of points of contact at varying degrees of intensity
- Clear demonstration of ability to provide deliverables, assuming simultaneous action in more than one area at once given narrow time frame
- Articulation of firm/ team interest and vision to conduct Detroit's Sustainability planning
- Responses should contain answers to the following questions:
 - Which of the desired areas of expertise as detailed in the below criteria section Team Qualifications and Previous Project Experience do the different firms within your team hold and which individuals from your firms who have this personal experience will be working on the different components of this scope?
 - How will your firms work together to ensure that a feasible work plan is created, deliverables are met on time, and the City has a responsive, single point of contact to provide accountability for all team members and deliverables? How do you propose to engage under-represented individuals in this process in a way that is equitable and respectful?
 - How do you propose to ensure that stakeholders to this scope, including residents, consultants on this project, City leadership and employees, community partners, workgroup representatives, and others, feel a sense of ownership in the final product?
 - What process do you propose to use to identify the universe of sustainability priorities both internal to City government and externally within the broader community, and how will you take wide-ranging and disparate ideas to prioritize and select the initiatives committed to within the final Sustainability Action Agenda?
 - What technical analysis do you propose to do to develop goals, action steps, and metrics for the initiatives developed through the Agenda process, and how will you ensure the plan is both ambitious and achievable?
 - How will you provide for iterative review both internally and externally of ideas collected, prioritized initiatives proposed, and drafts created of the Agenda?

- What visual and graphics tools will you employ to create accessible, attractive, and clear presentations, info-graphics, fact sheets, and the final Agenda document?

Team Qualifications and Previous Project Experience

- Principals are identified and demonstrate greater than 5 years of relevant experience
- Inclusion of team members that are Detroit-based, minority led, and/ or otherwise have substantive body of knowledge or experience with Detroit
- Experience conducting Sustainability, Climate, or Energy planning processes within city governments
- Strong record of performance on projects completed within urban municipalities
- Experience of proposed project leaders and team members on similar projects
- Demonstrated expertise in each of the following disciplines: strategic planning; data analysis and collection and survey; sustainability or climate planning; municipal policy analysis and development; implementation best practices including financing models; social equity and community engagement; graphic design, desktop publishing, presentations, and info-graphics; facilitation and conflict resolution; and project management
- Demonstrated community engagement experience in:
 - Using visual and graphics tools to create accessible, attractive, and clear presentations, info-graphics, fact sheets, and the final document
 - Conducting engagement activities in low-income communities of color
 - Conducting engagement activities with harder to reach populations, including recent immigrants, cultural minorities, and individuals with limited mobility or literacy or who speak English as a second language
 - Traditional, non-traditional, and innovative community engagement methods, including multiple modalities and technologies
 - Facilitating difficult conversations, reaching consensus, and achieving buy in
 - Creating clear, accessible, and attractive info/graphics, presentations, and documents
- Demonstrated strategic planning experience in:
 - Assessing existing policies and identifying barriers and opportunities
 - Reviewing prior strategies developed, capturing priorities, and collating the two, and identifying remaining gaps
 - Developing manageable work plans and timelines
 - Developing SMART goals – strategic, measurable, assignable, realistic, and timely
 - Developing metrics that adequately measure progress and that may be collected automatically or otherwise not be onerous to track
 - Collecting, analyzing, and using quantitative and qualitative data
 - Assessing realistic costs and identifying financing or revenue generating mechanisms

Consultant Proposed Fee for Services

- Is the proposed scope of work itemized by deliverable and outlined clearly as to the number of activities or products to be provided for the bid amount?
- Is proposed fee structure proposal complete without qualifications?

- Is there an affirmation in the proposal that work described by task will be completed for the proposed not to exceed amounts?

Interview

- After evaluation and review of the Proposals, the DEGA may invite the firm or firms with the most responsive Proposal for a clarification interview.

M. Form & Terms of Agreement:

The form of Agreement between the selected Consultant and the DEGA shall be the Professional Services Agreement (the “Agreement”), included as Attachment B to Part III-Proposal Form. The Consultant shall acknowledge by the submission of its Proposal, that the Consultant agrees to the terms and conditions stated in the Agreement and this RFP, and that the Consultant agrees to execute the Agreement without modification.

N. Compensation

The Consultant shall submit a proposal with line item not-to-exceed amounts for the provision of the proposed Services, as defined in Part 2 – Proposal Form. The Consultant 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 Consultant shall provide with each monthly invoice a detailed summary of the charges in accordance with the requirements that are contained in the Agreement. Consultant 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 Sustainability. The DEGA will only process payments based on the written authorization of the project manager from the Sustainability Office. DEGA shall endeavor to make Payments within thirty days after receipt of an approved monthly invoice.

O. General Requirements:

During the specified duration for the provision of Services, the Consultant shall arrange and attend meetings, coordinate activities as necessary, and obtain information to complete the scope of Services described in Exhibit A of the RFP. The Consultant shall, without limitations, coordinate its Services with the DEGA and when necessary, the review committee and other stakeholders, including: Representatives from the, City of Detroit Office of Sustainability (“SD”), City of Detroit Housing and Revitalization Department (“HRD”), City of Detroit Planning and Development Department (“PDD”), other City agencies and Departments, and other organizations, private entities, community groups, their representatives, and contractors as identified by the DEGA, and as may be necessary for obtaining information pertaining to the Plan Area. The Consultant shall produce and keep written records of all meetings attended and provide, upon request, copies of such written records to the DEGA.

P. Consultant Qualifications:

Proposals should refer to and address fully the Team Qualifications and Previous Project Experience bullet points within Section L. Evaluation Criteria. Provide narrative explanations and project examples to demonstrate the desired expertise and experience. Additionally, indicate which firms and team members hold that knowledge and experience.

The City anticipates that given the range of disciplines required, as well as the heavy emphasis on both strategic plan development and the meaningful stakeholder engagement needed to create a successful plan, successful responses to this Request for Proposals will have more than one firm in a partnership.

While there seem to be two clear tracks of work – strategic planning and community engagement – and much of the Evaluation Criteria section is split along those lines – the City is not prescriptive in there being exact division of skills along those lines within the firms teaming up. As long as it is clear which firms will be accountable for which deliverables and that all desired areas of expertise are met, proposals will be considered.

Organizations with an understanding of the unique opportunities and challenges for sustainability in Detroit are desired but all relevant project experiences do not need to have been acquired in Detroit. Additionally, Detroit has a very large and well-organized community of NGOs working on a broad range of sustainability issues. Most of them are known to the City and have completed an impressive body of work that respondents to this RFP will need to review and in many cases include or leverage within the Sustainability Action Agenda.

The City can provide many of these references and introductions but does not have the innovative tools and resources needed to rapidly conduct sufficient stakeholder engagement, especially of those residents that are harder to reach through traditional methods or who may not be already involved in sustainability or neighborhood organizations.

Subsequently, the City is seeking proposals from teams that can strike balances. Teams should be of a size and capacity to hold sufficient members to provide desired qualifications. However, this is a scope of relatively modest resources and contracted timeline, so teams should be versatile enough to move quickly, provide a clear and responsive single point of contact, and not inflate overhead costs. Additionally, teams should demonstrate that they have a strong understanding of local issues, history, context, and circumstances. However, since the City has not previously created a municipal sustainability plan, and innovative engagement methods and technologies are sought, firms that gained this expertise in other cities are welcome and encouraged to find local partners if needed.

PART 2– PROPOSAL FORM

The undersigned (the Consultant), being familiar with and capable of fulfilling the requirements set forth in the “Request for Proposals to provide a Sustainability Action Agenda, including all necessary data collection and analysis, planning sessions and community engagement with the City and District stakeholders, support graphics and reports, presentations, final plan and graphics and administration (together, 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, graphics, reports, supplies, transportation and supervision necessary or incidental to the proper and full provision of all Services in accordance with the RFP for the not-to-exceed amounts for each line item as set forth below:

Name of Proposing Consultant: _____

Consultant’s Address: _____

Consultant’s Telephone No.: _____

Consultant’s Fax No.: _____

This proposal is submitted to:
Detroit Economic Growth Association
500 Griswold, Suite 2200
Detroit, MI 48226
Attn: Cleveland Dailey III

Sustainability Action Agenda

Prime Consultant’s Complete fees by Task (inclusive of SubConsultant’s fees)

	Component (see Exhibit A: Scope of Work for Details)	Pricing (written)	Pricing (number)
1	<u>Analysis and Strategy</u> : 4 weeks Deliverables: 1) Preliminary plan elements and supporting analysis 2) Public engagement plan, including draft of Sustainability Ambassadors program		
2	<u>Stakeholder Engagement</u> : 2 phases Deliverables: 1) Event Logistics 2) Outreach materials 3) Synthesis of public feedback 4) Outreach database 5) Outline of SAA with preliminary list of actions		
3	<u>Draft Plan Development</u> – 6 weeks Deliverables: 1) Draft SAA 2) SAA public launch materials		
4	<u>Develop and implement a Sustainability Ambassador program</u>		
5	<u>Final Sustainability Action Agenda Report</u> Deliverables: 1) Final Report, multiple formats 2) Launch Materials 3) Event Logistics		
6	<u>Contract Services</u>		
7	<u>Owners Contingency</u>	Fifteen Thousand Dollars and no/100	\$15,000
	TOTAL		

8) Alternative: Outreach and Engagement Strategies Proposal

_____ (\$ _____ dollars)
(in written form)

SubConsultant's fees (separated here for Owner's review,)

SubConsultant _____

_____ (\$ _____ dollars)
(in written form)

SubConsultant _____

_____ (\$ _____ dollars)
(in written form)

SubConsultant _____

_____ (\$ _____ dollars)
(in written form)

These stated amounts include all allowances, insurance, taxes, bonds, fees and permits required by the RFP and by the Agreement, Attachment B to this Part II – Proposal Form, and the proper and complete performance of the proposed Services in accordance with the RFP and the Agreement.

STARTING AND COMPLETING SERVICES

The undersigned declares and promises that if awarded the Agreement, the Consultant 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 8 months from the date of the NTP.

ADDENDA

The undersigned acknowledges receipt of the following addenda, which specify revisions to the RFP documents, and states that the costs, if any, of such revisions have been included in the Proposal and other prices quoted herein:

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

PROPOSED SUBCONSULTANTS

The undersigned, on behalf of the Consultant, proposes the following SubConsultants to assist in the provision of the Services. The Consultant warrants that the proposed SubConsultants will comply with the requirements of the Agreement and RFP. Copies of all SubConsultant and /or subcontractor's proposals are being submitted to DEGA at the same time as the Consultant's Proposal. All SubConsultant

contract values from the SubConsultants' proposals are incorporated into this Part 2 as submitted by the Consultant. A standard hourly rate schedule for each class of employee is included for the Consultant and any SubConsultant, and is attached as Attachment C.

SubConsultant's Name: _____

Type of Work: _____

SubConsultant's percentage of project contribution _____

SubConsultant's Name: _____

Type of Work: _____

SubConsultant's percentage of project contribution _____

CONSULTANT'S EXAMINATIONS AND UNDERSTANDING

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

The undersigned specifically certifies that the Consultant agrees that the Schedule set forth in Section II of the RFP is acceptable and that the Consultant (and its SubConsultants as applicable) has the resources and capabilities to adhere to the schedule

The undersigned certifies that the Consultant agrees and understands that submission of a Proposal responding to the RFP is a voluntary action on the part of the Consultant. The DEGA will not pay any fees to or reimburse any costs incurred by a proposing Consultant or SubConsultant in the preparation of its Proposal or oral presentations for obtaining a contract for the Sustainability Action Agenda.

FORM AND TERMS OF PROFESSIONAL SERVICE AGREEMENT

The undersigned, on behalf of the Consultant, acknowledges and agrees to the terms and conditions stated in the RFP and in the Agreement included as Attachment B to this Part III-Proposal Form and agrees to execute the Agreement without modification.

INSURANCE REQUIREMENTS:

The Consultant 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, Attachment B, 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 Consultant. 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.

CONSULTANT NOT IN ARREARS

The undersigned certifies that, as of the date of this Proposal, the Consultant 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 Consultant 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 forty five (45) 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.

BID SECURITY - Not Required

WAIVER

The undersigned certifies the compensation amount proposed in this Proposal is 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 Consultant may now have or which may hereafter accrue to the Consultant, by reason of errors, mistakes, or omissions made by the undersigned in this Proposal, to refuse to execute, unaltered, the Professional Services Agreement (Attachment B) if awarded to the Consultant 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 Consultant in accordance with the requirements to provide Services necessary to produce Sustainability Agenda and Action Plan as set forth in the DEGA's Request for Proposal to Develop a Sustainability Action Agenda for the City of Detroit.

(Signatures on next page)

DATE OF PROPOSAL: _____

PROPOSING CONSULTANT: _____
(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

(if applicable)

(Signature)

(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 Consultant
- (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 Consultant 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 Consultant;
- (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 Consultant or any of its agents, representatives, owners, partners, employees, or parties in interest, including this affiant;
- (7) The proposing Consultant 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)

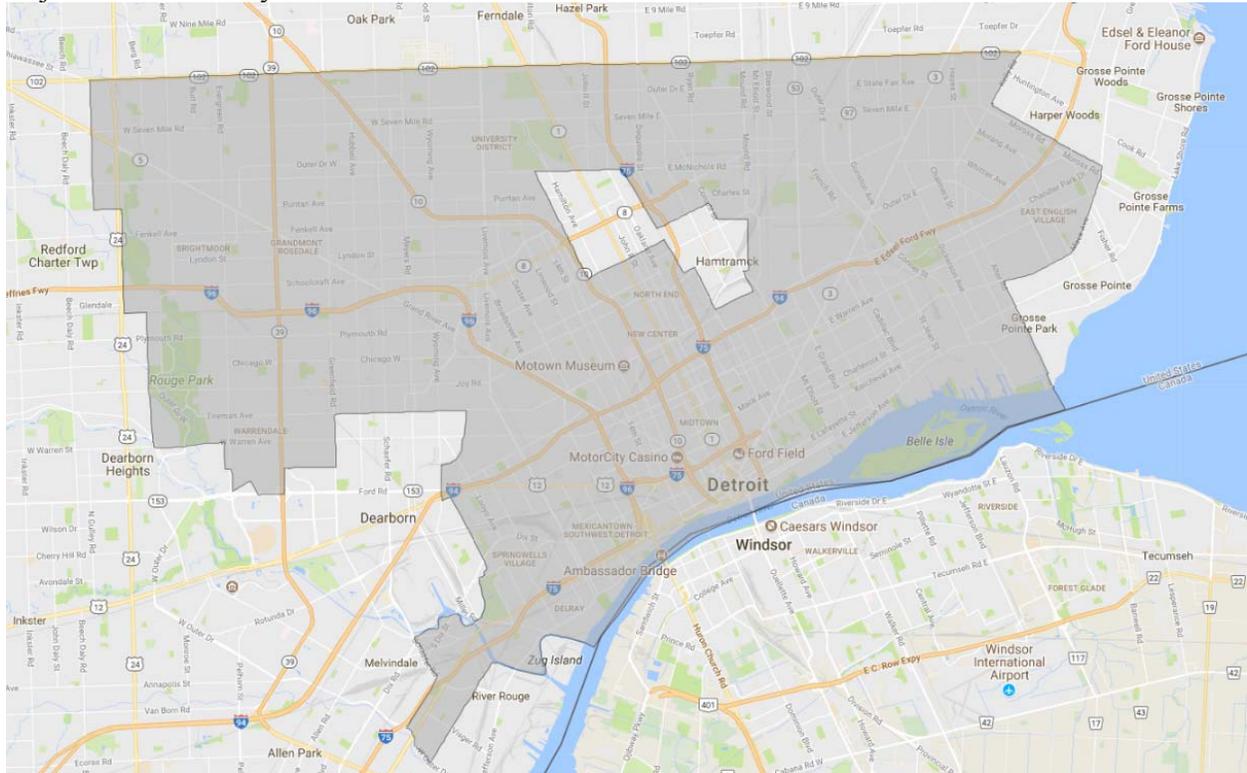
Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public, _____ County, _____

My Commission Expires: _____

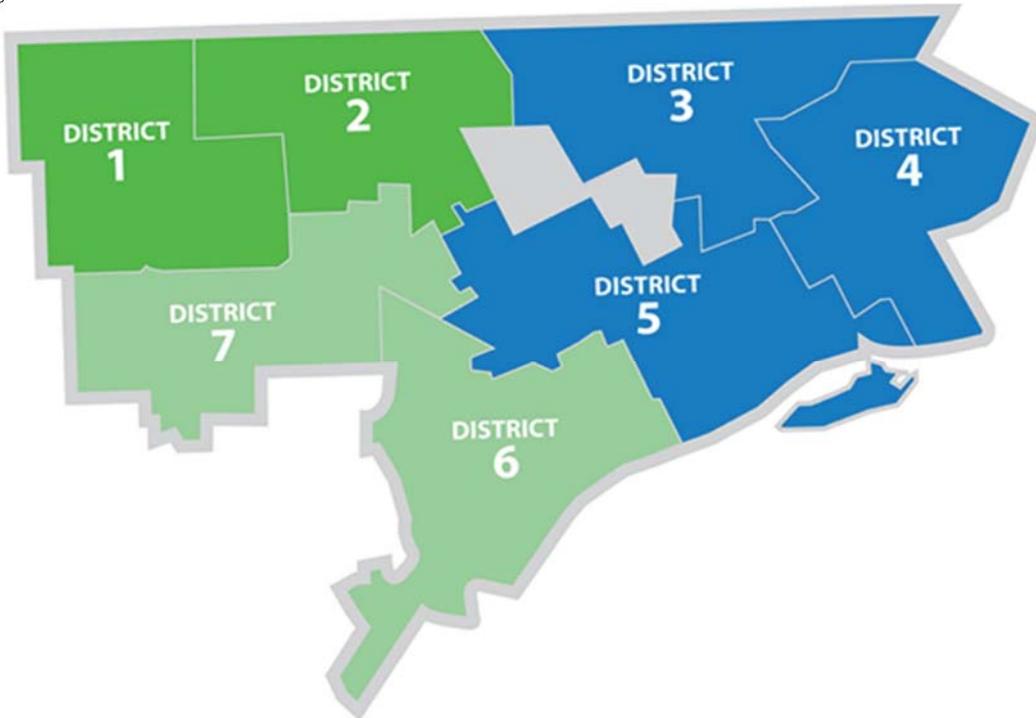
Attachment A

Project Area is the City of Detroit



<https://data.detroitmi.gov/Government/City-of-Detroit-Boundary/vqqa-wgrj>

City Council Districts



<http://www.detroitmi.gov/Neighborhoods>

**Detroit Economic Growth Association
PROFESSIONAL SERVICES AGREEMENT
WITH**

This Professional Services Agreement ("Agreement"), dated and made effective as of this ____ day of _____, 20____, by and between **the Detroit Economic Growth Association.** (hereinafter referred to as the "DEGA"), located at 500 Griswold, Suite 2200, Detroit, Michigan 48226, and _____, located at _____ (hereinafter called the "Professional Contractor").

RECITALS:

- A. The DEGA has determined that it is necessary to engage the Professional Contractor to perform _____ services about 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 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. On _____ the DEGA Board adopted a resolution authorizing the execution of this Agreement, said resolution is identified by the DEGA 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 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 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 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. If there shall be any dispute between the parties about 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 the Services described in Exhibit A upon the Project Manager mailing a written notice to proceed for those 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 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, if 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 "DEGA") and the City, and shall hold harmless, defend and indemnify the DEGA, the DEGA 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 DEGA 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, _____, 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 if 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, DEGA 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 if 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 \$365,000 Dollars, [including any Owner's Contingency 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 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 "Owner's Contingency expenses" shall mean those expenses authorized in writing by the DEGA, including, but not limited to, food costs, room rentals, copies, printing. [The Professional Contractor acknowledges that reimbursement for Owner's Contingency 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 Owner's Contingency 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 Owner's Contingency 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 DEGA hereunder, within thirty (30) 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 because 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 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 set-off until the exact amount of damages due the DEGA from the Professional Contractor is determined, after which time only payments due the Professional Contractor more than 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 more than 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 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 Owner's Contingency 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 refers 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 If the Professional Contractor enters 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 ensure 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. If 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 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 such Work Product, and the DEGA shall return all 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 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 DEGA 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 DEGA 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 about 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 DEGA, the City and the DEGA harmless from all injury to the person or damage to the property of, or any loss or expense incurred by, an employee of the DEGA or DEGA 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 DEGA premises or any work sites, and shall examine all places where it will be performing the Services 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 DEGA 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 DEGA or the City, or any of their respective agents or employees, because 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 DEGA 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 DEGA 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 DEGA 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) 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 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.

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 DEGA.]

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 If 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. 2014-5, 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 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: Cleveland Dailey III

with a copy to:

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

If to Consultant:

Attention: _____

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 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 fully 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 and not to any 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 affect 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 per, 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 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 about 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 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: _____

Print Name: _____

By: _____
Print Name: _____

Its: _____

Print Name: _____

WITNESSES:

CONSULTANT

By: _____

Print Name: _____

Print Name:

Its: _____

Print Name: _____

Approved as to form only:

General Counsel to DEGA

By: _____

Rebecca A. Navin, Esq.

ATTACHMENT C

CONSULTANT AND SUBCONSULTANT(S) STANDARD RATE SCHEDULES

The Consultant and SubConsultant(s) Standard Rate Schedule(s) for services and professional fees normally provided by the Consultant and any of its proposed SubConsultants.

ATTACHMENT D

ADVERTISEMENT

DETROIT ECONOMIC DEVELOPMENT ASSOCIATION
IS REQUESTING PROPOSALS for the DEVELOPMENT of a

**SUSTAINABILITY ACTION AGENDA
FOR THE CITY OF DETROIT**

The Detroit Economic Development Association (DEGA) invites written proposals from interested and qualified professional Planning Consultants to provide a Sustainability Action Agenda (the “Services”). This plan will incorporate the entire City of Detroit.

REQUEST FOR PROPOSAL PACKAGES ARE AVAILABLE by download at The Detroit Economic Growth Corporation web site www.DEGC.org, and by clicking SUSTAINABILITY AGENDA and IMPLEMENTATION PLAN on the New Projects RFP page. RFP available to download beginning **Monday, December 11th, 2017.**

An **RFP clarifications meeting** (Participation required, but Teleconferencing will be available) is scheduled for **Friday, January 5th** at 11 am at the offices of the DEGA. Teleconference details are:

Phone: (313) 628-4201
Code: 2249715

PROPOSALS ARE DUE Friday, January 26th by 3:00 PM EST at the DETROIT ECONOMIC DEVELOPMENT ASSOCIATION and must be labeled “Proposals for Sustainability Action Agenda”

A prime Consultant and/or joint venture partner(s) may only submit one response to the Request for Proposal. Participation in more than one Consultant team will result in rejection of all responses by that prime Consultant or joint venture. A SubConsultant may be a member of several teams responding to this Request for Proposals.

Any Consultant and all its SubConsultants or team members must agree to comply with the requirements of Fair Employment Practices, Detroit Tax Clearance and the City of Detroit Equal Employment Opportunity (EEO) Ordinance and Human Rights requirements.

No submittal may be withdrawn for at least 60 days after the due date noted above. The DEGA reserves the right to waive any irregularity in any proposal or to reject any or all proposals should it be deemed in the best interests of the DEGA.

EXHIBIT A

SCOPE OF SERVICES

The DETROIT ECONOMIC DEVELOPMENT ASSOCIATION is seeking a Consultant team to

1. Design and execute a stakeholder engagement process to assure the active collaboration of the community, to elicit meaningful input, to assure overall community buy-in to the Plan and
2. Manage the development and creation of a Sustainability Action Agenda, including the production of a final report.

Details of the services and deliverables requested are outlined in more detail below. The Office of Sustainability is the primary client for these services, however, it is expected that the consultant team would interact with multiple departments in the development of the deliverables.

Expected Budget

The Consultant team is expected to provide an itemized budget for each deliverable noted below. Total cost is not to exceed \$365,000, including the required owner's contingency of \$15,000.

Services and Deliverables

Consultant shall provide the following services:

- 1) Analysis and Strategy – 4 weeks
 - a) Review existing plans and reports and inventory of existing City actions, to be provided by the Office of Sustainability, to generate ideas for inclusion in the Sustainability Action Agenda (SAA) and identify gaps that could be addressed in the SAA.
 - b) Identify the most pressing sustainability challenges and opportunities facing the City, supported by quantitative analysis. These issues will be presented to the Office of Sustainability and serve as a centerpiece of the SAA plan elements, to which actions will be designed to address.
 - c) Design a strategy to engage a broad array of City stakeholders and residents, representative of the City and equal to no less than 1% of the City's population, including a Sustainability Ambassadors program to train and support liaisons in each of Detroit's 7 Districts and within key constituencies. Schedule should include strategies and methods (i.e. meetings, surveys, Ambassadors, etc.) to be used and organize proposed activities throughout three phases:
 - i) Phase I: Framing the issues, identifying community challenges, and developing ideas for solutions (approximately 6 weeks)
 - ii) Phase II: Presenting draft findings based on Phase 1, verifying input was understood, and refining ideas (approximately 6 weeks)
 - iii) Phase III: Presenting final recommendations, launching the plan, and identifying actors to carry forth the plan (approximately 6 weeks)
 - d) Deliverables:
 - i) Preliminary plan elements and supporting analysis
 - ii) Public engagement plan, including draft of Sustainability Ambassadors program
- 2) Stakeholder Engagement– three phases of 6 weeks each
 - a) Launch stakeholder engagement campaign, including the creation of materials to support outreach (such as brochures, presentations, data visualizations) and meeting facilitation
 - b) Launch Sustainability Ambassadors Program

- c) Capture, analyze, and synthesize feedback generated through public engagement to generate preliminary ideas and recommendations on actions to be included in the SAA.
- d) Develop a database of stakeholders engaged in all aspects of this process
- e) Develop a preliminary list of actions that could be included in the SAA, in close collaboration with City Departments to be engaged by the Office of Sustainability. All actions should be directly linked to the Plan Elements identified in Phase I and include anticipated impacts, implementing agencies, external partners (as applicable), and existing or required funding.
- f) Work with Office of Sustainability to prioritize preliminary actions to develop an outline of the SAA, including mid-term goals for each Plan Element and actions to achieve those goals. Actions should be prioritized by feasibility, cost, impact, and timeframe of actions.
- g) Deliverables:
 - i) Event Logistics
 - ii) Outreach materials
 - iii) Synthesis of public feedback
 - iv) Outreach database
 - v) Outline of SAA with preliminary list of actions

3) Draft Plan Development – 6 weeks

- a) Draft SAA, including narrative and supporting graphics (e.g. photos, graphics, and info-graphics)
- b) Create supporting materials to accompany the launch of the SAA, such as brochures, executive summaries, info-graphics, and presentations – to be determined by the Office of Sustainability.
- c) Identify metrics to track the City’s progress to its mid-term goals and establish clear baseline
- d) Close attention should be paid to making all SAA language accessible given community literacy levels and existence of non-English-speaking communities in Detroit.
- e) Deliverables:
 - i) Draft SAA
 - ii) SAA public launch materials
- f) Proposed Timeline

Activity	Jan	Feb	Mar	April	May	Jun	July	Aug	Sept	Oct	Nov	Dec
RFP Process												
RFP Awarded												
Analysis & Strategy												
Engagement: Phase I												
Draft Plan Development												
Engagement: Phase II												
Final Plan Development												
Plan Rollout (Phase III)												

4) Sustainability Ambassador program

One key part of understanding resident issues regarding sustainability is the recruitment, training, and deployment of “Sustainability Ambassadors.” Consultant shall consider a plan that utilizes ambassadors in each of the City’s district to conduct resident and key constituency surveys to gauge resident understanding of sustainability, desired sustainability outcomes, actions steps that residents believe we should take and communicate City plans and programs to communities.

- a) Consultant shall provide a draft proposal for the program, including the number and distribution of Ambassadors, their qualifications, responsibilities and mission; reporting process; and the resources they will require.
- b) Consultant shall develop a recruitment strategy with input from the Office of Sustainability and the Department of Neighborhoods. Recruitment will be carried out by OoS and DoN, with support from the consultant.
- c) Consultant shall work with the Sustainability Ambassadors to develop simple survey instruments and other feedback collection techniques and train Sustainability Ambassadors in their use.
- d) Supervise Sustainability Ambassadors in tandem with Office of Sustainability staff, verify work, and synthesize results.

5) Sustainability Action Agenda Report

The Sustainability Action Agenda and Plan will require several formats. Content will also be used in an accompanying website and formats should be prepared to be web ready:

- a) Printable PDF report document will outline the overall vision, outcomes, and goals and actions of the plan as well as relevant target metrics. Report should be attractively laid-out and include compelling visual representations of ideas and data. Report should also include a 4-5 page Executive Summary that can serve as a standalone document. Please see note in f) below on accessibility. The first two pages of each chapter should stand alone as an “Executive Summary” for that topic.
- b) Consultant will provide text versions of documents and materials upon completion of services to facilitate future edits. All materials produced including raw data sets should be delivered digitally on USB drives or electronically in commonly available formats, such as Microsoft Office programs.
- c) Any plan must fulfill the requirements of the Green Infrastructure and Sustainable Technologies Plan (GIST), a requirement of the Detroit City Charter set forth in the update passed in 2012. The GIST requirement language may be found in Section 6-509 of the Detroit City Charter, accessible at <http://www.detcharter.com/charter/charter-06-05.php>
- d) Consultant shall provide a list of implementation actions that can, in aggregate, achieve each of the goals set forth in the Plan. Each plan element included in the Sustainability Action Agenda should include:
 - i) Desired Outcomes - What is the desired future state of the city within this topic area and overall? This is a more qualitative approach to helping residents envision what they would like Detroit to be like in this specific topical area.
 - ii) Goals - This section will outline the goals that will help the city achieve a desired outcome within each of the topic areas.
 - iii) Action Steps - Action steps are the required actions to achieve each of the goals outlined in the section above. Action steps should have divided into short term (6-18 months), medium term (18 months – 4 years), and long term (4-8 years).
 - iv) Timeline - Each of the goals and action steps, and targets should have time based elements, such that there is an interim goal, actions, and targets that enable ongoing measurement of our progress towards our goals. All components of this Agenda and Implementation Plan should divided into short term (6-18 months), medium term (18 months – 4 years), and long term (4-8 years).
 - v) Target Metrics - Goals need target metrics to measure the success at reaching the goals.
 - vi) Implementers - Goals and action steps must include specific organizations and people who are taking ownership for implementing that part of the plan.
 - vii) Costs – resources required should be at least preliminarily identified, with attention to return on investment and potential funding sources.
 - viii) Implementation Table – summary table of all plan components outlined in i) through vii) above.

- e) Deliverables
 - i) Final Report, multiple formats
 - ii) Launch Materials
 - iii) Event Logistics

6) Contract Services

The Consultant shall, as part of its SCOPE requirements, also provide the following:

- a) Meet with the Project Manager and other project oversight team members as often as required. The Consultant shall review and clarify project issues, and the sequence of events and team meetings that are essential to complete the Plan by the completion date. Attention shall be given to critical target dates that may require a large lead time.
- b) The Consultant representative shall inform the Project Manager of all project related meetings arranged by Consultant with as much notice as possible.
- c) The Project Manager shall be the official contact person for the Consultant. The Consultant shall provide a copy of project related correspondences to the Project Manager.
- d) The scheduled completion date for Final Report is October 31st, 2018. A minimum of 20 working days will be needed for the City review of the draft document before any authorization to finalize the document may be issued by the City.

7) Owner's Contingency

All costs for all services provided should be included in each part of the itemized response to this RFP, including the cost of room rental, food, materials, printing, and other incidentals. However, we recognize that unforeseen circumstances arise as an engagement and planning process progresses. The owner's contingency is included to account for such unforeseen costs. All use of the Owner's Contingency must be expressly approved by the Office of Sustainability before any expenditures are made.

8) Alternative Outreach and Engagement Strategies Proposal

In addition to those services set forth herein, for other services outside the existing scope, the CONSULTANT may propose additional innovative outreach and engagement strategies to achieve the goals stated within this RFP, with professional fees and invoicing consistent with the Consultant's schedule of professional fees.

Non-Exclusive Services. Although the DEGA's Consultant will perform the tasks outlined in this Scope of Services, this agreement does not preclude the DEGA from retaining other Consultants from time to time as the DEGA, 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 DEGA) any other Consultant advisor retained by the DEGA.

ATTACHMENT G

<p>Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give form to the requester. Do not send to the IRS.</p>
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:

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

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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,

ATTACHMENT H

COVENANT OF EQUAL OPPORTUNITY

(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. Sustainability Plan

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: DEGA/DEGA/DEGA

Accepted by: _____ Rejected by: _____

**Please email or fax Covenant and EOC to Director of Human Rights Department 1026 CAYMC at
HumanRightsCL@detroitmi.gov or fax (313) 2243434.**