

Downtown Detroit Environmental Maintenance & Hospitality Ambassador Program



Request for Proposals

Release Date: **December 19, 2014**

Statement of Interest Deadline: **January 5, 2015**

Mandatory Pre-proposal Meeting: **January 9, 2015**

Stage One Submission Deadline: **January 16, 2015**

Stage Two Submission Deadline: **February 27, 2015**

Part I: RFP Overview	2
Part II: General Requirements	9
Part III: Submission Requirements	15
Part IV: Appendices	21
Appendix A: Draft Contract	21
Exhibit 1: Scope of Services	36
Exhibit 2: Map of BIZ Area in downtown Detroit, MI	45
Exhibit 3: Map of Contract Areas	46
Appendix B: Levels of Environmental Maintenance Services within BIZ Area	47
Appendix C: Typical Events Requiring Ambassador Services	49
Appendix D: Sample Fee and Cost Schedules	50

Part I: RFP Overview

1. Invitation

The Downtown Detroit Partnership (“DDP”) is pleased to invite you to submit a proposal in response to this Request for Proposals (“RFP”). DDP is seeking a trusted partner to deliver high quality environmental maintenance and hospitality ambassador services in downtown Detroit and other areas (the “Services”). The Services to be performed are outlined below, along with the anticipated dates for execution of a contract with the selected Vendor. The anticipated Contract form (the “Contract” or “Contract Draft”) is provided as Appendix A.

This RFP is a two-stage, qualifications-based selection process. In the first stage (“Stage One”), respondents will submit materials prescribed in Part III, Section 1.1 (the “Stage One Submission” and generally, a “Submission”). The purpose of Stage One is to solicit qualifications from prospective firms interested in serving as the principal vendor (the “Vendor”). Fee and cost schedule information is not required and should not be included in the Stage One Submission. Based on an evaluation of the Stage One Submissions, DDP will establish a short list of firms (the “Short Listed Respondents”) to be further considered in the second stage (“Stage Two”) of the selection process.

In Stage Two, only the Short Listed Respondents will be requested to submit detailed technical and financial proposals, including fee and cost schedules and other information set forth in Part III, Sections 1.2 and 1.3 (the “Stage Two Submission”). DDP will evaluate the Stage Two Submissions and, subject to the responses to this RFP, DDP will select a Vendor to provide the Services.

The Vendor will commence the Services upon execution of the Contract. The Contract provided in Appendix A is a draft form subject to further review and revision by DDP prior to execution. DDP shall not be bound to the terms of any aspect of the Contract Draft, and the final acceptance of any successful proposal shall be subject to, and contingent upon, the negotiation between the parties of a Contract in form and substance acceptable to DDP. **Nevertheless, you should review the Contract Draft and be familiar with all the terms and conditions set forth therein prior to submitting your proposal.**

DDP reserves the right, at its discretion, from time to time, to postpone the date for submission and opening of proposals. In the event of a postponement, **Respondents (as defined below) will be notified by email to the email address provided in the Statement of Interest as described in Part I, Section 4.2.4.** Any proposal submitted prior to such notice may be withdrawn without penalty.

2. Program Outcomes

Successful implementation of the Environmental Maintenance & Hospitality Ambassador Program (the “Program”) will result in the following:

1. A physically attractive downtown Detroit environment that is appealing to existing and new businesses, employees, residents and visitors;
2. A welcoming downtown Detroit atmosphere with helpful, friendly ambassadors who are highly visible and knowledgeable about points of interest, special events, businesses and services;
3. Ambassadors that foster a record and reputation for excellent customer service with high quality services available to the entire downtown Detroit community throughout the year;
4. A Program that provides long term employment opportunities for Detroit residents, especially for those

- with challenges finding employment;
5. Reliable and accurate systems tracking and reporting measureable improvements and successes that demonstrate value to property owners, elected officials and the business community;
 6. A trusted resource for DDP, its partners, and other neighborhood and events organizations in locations throughout Detroit;
 7. A proactive force multiplier for private and public safety and enforcement authorities with the ability to monitor the quality of the public realm throughout downtown Detroit;
 8. Prudent stewardship of assessment revenues generated by the Downtown Detroit Business Improvement Zone (the “BIZ”);
 9. Ongoing implementation of environmentally sustainable practices in the daily implementation of the program; and
 10. Service deployment in an expert and professional manner at all levels.

3. Relationship among DDI, DDP and the Downtown Detroit BIZ

Detroit Downtown, Inc. (“DDI”) is an affiliate of the DDP. DDI will contract with the Vendor for the Services. Funding for the Services in downtown Detroit is generated by the Downtown Detroit BIZ, which was approved by downtown Detroit property owners in April 2014. The BIZ encompasses 140 city blocks in a 1.1 square mile area generally between I-75, I-375, M-10 and the Detroit River. DDP is under contract with the BIZ to provide services within the BIZ Area. DDP is the sole entity responsible for selecting and managing a Vendor, if any, to provide the Services described herein.

Using separate funding sources, DDP contracts with other organizations to provide environmental maintenance services in other locations (the “Contract Areas”) outside the BIZ Area and during events.

Please visit www.downtowndetroit.org for more information on DDP and the BIZ.

4. RFP Summary

4.1 In General. This summary of terms, deadlines and requirements specific to the RFP is set forth for your immediate reference and convenience only. It does not set forth all of the requirements of this RFP, but should be read in conjunction with the General Requirements (Part II), the Submission Requirements (Part III), and the Appendices (Part IV) to the RFP. You should review and become familiar with all parts of the RFP prior to drafting your Submission.

4.2 Specific Terms, Deadlines and Requirements.

4.2.1 Program Information

4.2.1.1 Name of Program: Downtown Detroit Environmental Maintenance & Hospitality Ambassador Program

4.2.1.2 Service Areas: The primary service area is consistent with the boundaries of the Downtown Detroit Business Improvement Zone (the “BIZ Area”) located in Detroit, Michigan. Secondary service areas include five locations where DDP currently contracts for environmental maintenance services only (the “Contract Areas”). Please refer to the maps of the BIZ Area and Contract Areas in Appendix A, exhibits 2 and 3, respectfully.

4.2.1.3 **Type of Services:** Implementation and ongoing management of an urban environmental maintenance and hospitality ambassador program, as more specifically described in the Contract (Appendix A).

4.2.2 Vendor Information

4.2.2.1 **Type of Vendor:** Provider of outdoor environmental maintenance and hospitality ambassador services in contexts similar to the BIZ Area and the Contract Areas.

4.2.2.2 **Vendor Team:** The Vendor shall retain, supervise, and coordinate the activities of as few or as many sub-contractors as necessary to provide all the Services described herein (the lead Vendor and sub-contractors, shall be collectively referred to as the “Vendor Team”). DDP shall award one contract for management and oversight of all functions described in the Scope of Services (Appendix A, Exhibit 1) of the RFP. An interested party may partner with other firms that offer complementary services in order to provide the full spectrum of services required. If a partnership is established, Vendor must have a primary contracting entity and designate the other(s) as a subcontractor(s).

4.2.2.3 **Experience Required:** The Vendor Team shall be collectively experienced in the following, as evidenced in the Stage One Submission:

4.2.2.3.1 Demonstrated ability to perform outdoor public space cleaning, maintenance, and hospitality services; including coordinating, scheduling, management, procurement of equipment and supplies, monitoring, reporting and general attention to detail;

4.2.2.3.2 Working in highly visible public environments with accountability to multiple stakeholders;

4.2.2.3.3 Providing services with a high level of customer service, including national best practices of monitoring and reporting;

4.2.2.3.4 Designing and executing services that can be scaled to accommodate large events;

4.2.2.3.5 Devising innovative solutions to proactively address problems and flexibility in redesigning programs to be responsive to changing conditions over time;

4.2.2.3.6 Implementing programs that recruit and train Detroit residents with challenges finding long-term employment;

4.2.2.3.7 Purchasing, maintaining and replacing adequate levels of equipment, supplies and facilities in order to effectively deliver services; and

4.2.2.3.8 Recruiting staff and purchasing equipment and supplies with the objective of supporting locally-based employees and companies.

4.2.3 Contract Information

4.2.3.1 **Anticipated Contract Execution Date:** March 2015

4.2.3.2 **Anticipated Contract Term:** One (1) year, with option to extend annually up to Five (5) years

4.2.3.3 **Anticipated Contract Form:** Cost Plus as illustrated in the Contract Draft (Appendix A, Exhibit 1).

4.2.4 Statement of Interest: All interested respondents (each, a “Respondent”) must send a brief Statement of Interest and any preliminary questions to the contact person (the “Contact Person”) below.

4.2.4.1 **Statement of Interest Deadline:** January 5, 2015

4.2.4.2 **Submission Method:** Email

4.2.4.3 **Submit to the Contact Person:** Julie Galvan, Administrative Officer

4.2.4.4 **Contact Person’s email address:** AmbassadorRFP@downtowndetroit.org

4.2.5 Mandatory Pre-Proposal Meeting: All interested Respondents must attend a pre-proposal meeting. Interested Respondents will have the opportunity to ask clarifying questions regarding this RFP. Responses to all preliminary questions and a list of firms attending the meeting will be provided to all interested respondents.

4.2.5.1 **Date:** January 9, 2015

4.2.5.2 **Time:** 8:30am-10:30am EST

4.2.5.3 **Meeting Place:** Location to be identified in downtown Detroit

4.2.5.4 **Confirm Meeting Attendance Contact Person:** Julie Galvan, Administrative Officer

4.2.5.5 **Confirmation email address:** AmbassadorRFP@downtowndetroit.org

4.2.6 Stage One Submission Requirements – APPLICABLE TO ALL RESPONDENTS

4.2.6.1 **Label on Envelope:** “Stage One Qualifications for Downtown Detroit Ambassador Program”

4.2.6.2 **Number of Sets of Proposals to be submitted:** Five (5) hardcopies and one (1) softcopy PDF

4.2.6.3 **Submission Deadline:**

a. **Date:** January 16, 2015

b. **Time:** 4:00pm EST

4.2.6.4 **Method:** Hardcopy by hand, mail or overnight delivery. Softcopy PDF by email.

4.2.6.5 **Submit to the following Contact Person:** Julie Galvan, Administrative Officer

4.2.6.6 **Contact Person's Mailing Address:**

Downtown Detroit Partnership
600 Renaissance Center, Suite 1740
Detroit, MI 48242

4.2.6.7 **Contact Person's Email Address:** AmbassadorRFP@downtowndetroit.org

4.2.7 Stage Two Submission Requirements – APPLICABLE TO SHORT LISTED RESPONDENTS ONLY

4.2.7.1 **Labels on Envelopes:**

4.2.7.1.1 **One for Proposal Only:** "Stage Two Technical Proposal for Downtown Detroit Ambassador Program"

4.2.7.1.2 **One for Prices Only:** "Stage Two Price Proposal for Downtown Detroit Ambassador Program"

4.2.7.2 **Number of Sets of Proposals to be submitted:** Five (5) hardcopies and one (1) softcopy PDF

4.2.7.3 **Stage Two Submission Deadline:**

a. **Date:** February 27, 2015

b. **Time:** 4:00pm EST

4.2.7.4 **Method:** Hardcopy by hand, mail or overnight delivery. Softcopy PDF by email.

4.2.7.5 **Submit to the following Contact Person:** Julie Galvan, Administrative Officer

4.2.7.6 **Contact Person's Mailing Address:**

Downtown Detroit Partnership
600 Renaissance Center, Suite 1740
Detroit, MI 48242

4.2.7.7 **Contact Person's Email Address:** AmbassadorRFP@downtowndetroit.org

4.2.8 **Selection Criteria.** Criteria on which DDP will base its selection may include, without limitation, the following:

4.2.8.1 **Stage One Criteria:**

4.2.8.1.1 Evidence that the Vendor Team retains the capacity to perform the full Scope of Services described herein and has the experience described in Part I, Section 4.2.2.3. DDP will only consider proposals from Vendor Teams that have a cumulative of the following:

1. A minimum of five years' experience operating safety and cleaning & maintenance programs in an urban business improvement district/zone, airport, major shopping mall or campus used by the general public, and
2. Existing contracts for safety and cleaning & maintenance programs in properties or areas of a minimum of 200,000 square feet each.

4.2.8.1.2 Relevance of the Vendor Team's experience and reference submissions from current and former projects, with clear evidence of high quality service delivery, excellence, and creativity in contexts similar to the BIZ Area and Contract Areas;

4.2.8.1.3 Demonstrated record of excellent customer service with the ability to respond to client concerns and ability to resolve problems quickly, creatively and effectively;

4.2.8.1.4 Evidence that the Vendor Team has experience coordinating with multiple public and private entities in current and former projects; and

4.2.8.1.5 Evidence that the Vendor Team has supported local economies within which it has worked by seeking subcontractors, employees and equipment purchases from within the local municipality.

4.2.8.2 Stage Two Criteria:

4.2.8.2.1 The quality of the Short Listed Respondent's Stage Two Submission and the degree to which it demonstrates the Short Listed Respondent's full understanding and ability to perform the Services;

4.2.8.2.2 The quality of the Short Listed Respondent's team and cumulative experience including, without limitation, in:

1. designing, implementing and managing large scale environmental maintenance and hospitality ambassador programs;
2. monitoring quality control and accurate reporting on the frequency of services delivered;
3. attracting, training and retaining quality staff;
4. procuring and maintaining adequate equipment, uniforms and facilities;
5. establishing new programs from the ground-up in locations similar to downtown Detroit;
6. experience providing high-quality customer service and building relationships with members of the business community; and
7. demonstrated ability to resolve problems quickly and creatively.

- 4.2.8.2.3 The terms under which the Short Listed Respondent will commit its personnel and, as applicable, the personnel of the proposed Vendor Team members, without transfers or changes;
- 4.2.8.2.4 Evidence of the Short Listed Respondent's fiscal and corporate solvency with the ability to deliver services throughout the Contract Term;
- 4.2.8.2.5 Demonstrated ability to acquire sufficient equipment, office, and storage space to equip and house personnel and supplies necessary to perform the Services (as defined in Appendix A, Exhibit 1);
- 4.2.8.2.6 Feasibility of Short Listed Respondent's plan for recruitment, training and retention of Detroit residents, utilizing Detroit-based Subcontractors, and for incorporating training programs to recruit, train, and retain individuals with longstanding challenges finding employment;
- 4.2.8.2.7 Favorable history, if any, in contracting or doing business with DDP;
- 4.2.8.2.8 Competitiveness of proposed fee and cost schedules; and
- 4.2.8.2.9 Feasibility of Short Listed Respondent's plan to purchase equipment from Detroit-based sources.

Part II: General Requirements

1. Services to be performed

This RFP is for the provision of environmental maintenance and hospitality ambassador services in several locations within the City of Detroit, Michigan. The Vendor shall perform the Services as described in the Scope of Services (Appendix A, Exhibit 1). **Prior to submitting your Submission, please be sure to review and fully understand the Scope of Services.**

The Scope of Services will entail the design, implementation and refinement of environmental and hospitality ambassador services within the BIZ Area and Contract Areas depicted in Appendix A, exhibits 2 and 3. The Scope of Services will also entail ongoing monitoring, reporting and program adjustments in order to provide the best customer service to the DDP and other stakeholders.

2. Staffing

2.1 Personnel. The Vendor shall, at its own expense, employ all personnel and retain all Subcontractors (including the subcontractors on the Vendor Team, if any) as required to perform the Services, and shall be solely responsible for their work, compensation, direction and conduct during the Contract Term. The Vendor and its Subcontractors will be expected to cooperate fully with DDP personnel. The Short Listed Respondent shall submit with its Stage Two Submission resumes of its personnel and those of its Subcontractors who will supervise the delivery of the Services. The Short Listed Respondent, if selected, will be expected to use substantially the same personnel and Subcontractors described in the Stage Two Submission to perform the Services. All personnel selected by the Vendor as required under the Contract shall be employees or approved Subcontractors of the Vendor and not of DDP.

2.2 Subcontractors. To the extent that the Vendor is authorized under the Contract to enter into subcontracts for specialized services in connection with the performance of the Services, such authorization shall be subject to the prior written approval by DDP of such Subcontractor (other than members of the Vendor Team which have been previously approved), the Scope of Services, compensation, and the principal responsible for supervising the performance of the Subcontractor's activities. The Vendor, and not DDP, will be responsible for the Subcontractor's work, acts and omissions. Respondents are directed to Section 2.4 of the Contract Draft for further information as to the requirements regarding subcontracting under the Contract.

2.3 Person in Charge. In its Stage Two Submission, the Short Listed Respondent shall identify the member of the Vendor Team's staff who will have primary responsibility to supervise and coordinate the performance of the Services.

3. Compensation

Subject to and in accordance with the final terms of the Contract, DDP shall compensate the selected Vendor as follows:

3.1 In General. Under the Contract, DDP will agree to pay to the Vendor the Maximum Compensation over the Contract Term to be negotiated between DDP and the selected Vendor. The Maximum Compensation shall be payable as provided in the Contract.

3.2 Payments. In order to receive payment for Services, the Vendor will be required to submit a monthly Invoice setting forth in detail, for the period for which payment is requested, the Services actually rendered during that period itemized by location and the amount of payment requested and due therefor. Invoices may not be submitted more than once per month. All Invoices shall be subject to DDP's review, verification and approval, and all payments shall be conditioned upon DDP's sole determination that all Services have been performed satisfactorily and in accordance with the terms of the Contract. Services performed within the BIZ Area shall be invoiced separately from those performed in the Contract Areas.

3.3 Sales and Use Tax. DDP is exempt from state and local sales and use tax. SUCH TAXES SHALL NOT BE INCLUDED IN PROPOSALS or in invoices submitted under the Contract, and unless otherwise agreed in writing, Vendor shall pay any and all taxes, excises, assessments or other charges of any kind levied by any governmental authority in connection with the Contract and any Services provided thereunder including, but not limited to, any such governmental charges of any kind levied on the production, transportation, sale or lease of any equipment, supplies, materials or other property or services of any kind used or transferred in the performance of the Services. Vendor and all members of the Vendor Team shall hold DDP harmless from the payment of any and all such taxes, contributions, penalties, excises, assessments or other governmental charges. DDP will provide the selected Vendor with appropriate sales and use tax exemption certificate evidencing DDP's tax-exempt status.

4. Contract conditions

4.1 In General. The acceptance of any proposal and selection of any Vendor shall be subject to, and contingent upon, the execution by DDP of a Contract substantially in the form of the Contract Draft annexed hereto. DDP shall not be bound to the terms of the Contract Draft but shall use such form as a basis of negotiating a final Contract with the selected Vendor, if any.

4.2 Specific Terms. The Contract shall contain, among other terms, certain provisions required by law and by policies of DDP including, without limitation, the following providing that the Vendor:

4.2.1 shall defend, indemnify and hold harmless DDP, DDI, and the BIZ against any claims or damages relating to its acts and omissions;

4.2.2 shall maintain financial and other records relating to the Contract, including, without limitation, payroll records, for a period of seven (7) years from the end of the Contract Term, and shall make such records available for inspection and audit;

4.2.3 shall maintain insurance as specified in Article 7 of the Contract with insurers licensed or authorized to provide insurance and in good standing in the State of Michigan, such policies to

be in a form acceptable to, and include any conditions reasonably required by DDP, and naming DDP, DDI and the BIZ as additional insureds;

4.2.4 shall be licensed to conduct business in the State of Michigan;

4.2.5 shall represent and warrant that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Services as set forth in the Contract. Further, the Vendor must agree that it shall employ no person having such a conflict of interest in the performance of the Services; and

4.2.6 shall agree to Wayne County as the venue in any legal action or proceeding between the Vendor and DDP.

Respondents are directed to the Contract Draft (Appendix A, Exhibit 1) for the exact language of the provisions referred to in the foregoing paragraphs.

5. General Conditions, Terms, Limitations and Requirements

5.1 Proposal as Offer to Contract. Unless a specific exception is noted, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful Respondent to execute the Contract substantially in the form annexed hereto. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into the Contract. The successful Respondent shall cooperate in supplying any information as may be required. Respondent's proposal shall remain open for acceptance by DDP and shall remain firm and binding upon the respondent for at least 90 days after the date on which the proposals are received by DDP, except that DDP may by written notice to the Respondent extend that date for an additional 45 days.

5.2 News Releases. Recipients of this RFP shall make no news or press release pertaining to this RFP or anything contained or referenced herein without prior written approval from DDP. All news and press releases pertaining to this RFP must be made in coordination with DDP.

5.3 Investigations/Derogatory Information. The Respondent, the members of its Vendor Team, and all officers, principals, principal shareholders, partners and members thereof, if applicable, may be requested to complete a background questionnaire and may be subject to investigation by DDP. The selection of a respondent may be rejected or revoked in DDP's sole discretion in the event any derogatory information is revealed by such investigation including, without limitation, that any such persons is determined:

5.3.1 to have been convicted of a misdemeanor and/or found in violation of any administrative, statutory or regulatory provisions in the past five (5) years;

5.3.2 to have been convicted of a felony and/or any crime related to truthfulness and/or business conduct in the past ten (10) years;

5.3.3 to have any felony, misdemeanor and/or administrative charges currently pending;

5.3.4 to have received written notice of default in payment to the City of Detroit of any taxes, sewer rents or water charges, unless such default is then being contested with due diligence in proceedings in a court or other appropriate forum; or

5.3.5 to have received written notice of violations from the City of Detroit Buildings, Safety Engineering and Environmental Department (BSEED) or Human Resources Department.

5.4 Freedom of Information Act. All Submission(s) submitted to DDP in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Act, Act 442 of 1976 (MCL 15.231 et seq.) ("FOIA"). A Respondent may provide in writing, at the time of its Submission(s), a detailed description of the specific information contained in its Submission(s) which it has determined is a trade secret and which, if disclosed, would substantially harm such entity's competitive position. This characterization shall not be determinative, but will be considered by DDP when evaluating the applicability of any exemptions in response to a FOIA request.

5.5 Costs. DDP shall not be liable for any cost incurred by the respondent in the preparation of its Submission(s) or for any work or services performed by the respondent prior to the execution and delivery of the Contract. DDP is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless DDP has expressly agreed to do so in writing.

5.6 DDP Rights. This is a "Request for Proposals" and **not** a "Request for Bids." DDP shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary contained herein, DDP reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as DDP may select; to award a contract to entities who have not responded to this RFP; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with this RFP; waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in DDP's sole discretion. DDP may exercise any such rights at any time, without notice to any respondent or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All proposals become the property of DDP.

5.7 Applicable Law. This RFP and any Contract, Subcontract or any other agreement resulting henceforth shall be governed by the laws of the State of Michigan, and are subject to all applicable laws, rules, regulations and executive orders, policies, procedures and ordinances of all Federal, State and City authorities, as the same may be amended from time to time, including without limitation, equal employment opportunity laws.

5.8 Modifications and Questions

5.8.1 DDP will advise RFP respondents of any modifications to this RFP by posting them on its Website (accessed at www.downtowndetroit.org). Nothing stated at any time by any representative of DDP or of any other entity shall effect a change in, or constitute a modification to this RFP unless posted on the website or confirmed in writing by DDP.

5.8.2 Respondents may submit questions and/or request clarifications from DDP by submitting them *in writing* to the Contact Person at the Contact Person's E-Mail Address listed in the RFP Summary (Part I, Section 4.2.6.7). All questions and requests for clarifications must be submitted no later than the Mandatory Pre-Proposal Meeting listed in the RFP Summary (Part I, Section 4.2.5). Any questions or requests for clarifications received after the Mandatory Pre-Proposal Meeting will not be answered.

5.8.3 Respondents are reminded to check the Website (accessed at www.downtowndetroit.org) periodically to view updated information and answers to questions posed by other respondents.

5.8.4 While DDP may send Notices, Addenda or other information related to this RFP to respondents via e-mail alerts or otherwise in writing, such e-mail alerts and other written materials shall be considered courtesy copies only. In the event any conflict exists between any information set forth on the Website and any Notice, Addendum or other information provided to a respondent by DDP in writing via e-mail or otherwise, the information set forth on the Website will govern and be definitive. DDP is not obligated to provide a respondent with any Notices, Addendum or other information that appears on the Website in writing, and the fact that DDP may have sent one or more e-mails, Notices, Addenda or other written information to a respondent shall not be deemed to imply that DDP has any duty or obligation to continue to do so.

6.9 BIZ Not a Party. The BIZ is not a party to this RFP, has made no representation to any prospective respondent and shall have no liability whatsoever in connection with this RFP.

6.10 Brokerage Fees or Commissions. DDP shall not be obligated to pay any fee, cost or expense for brokerage commissions or finder's fees with respect to the execution of the Contract. The Respondent agrees to pay the commission or other compensation due to any broker or finder in connection with the Contract, and to indemnify and hold harmless DDP from any obligation, liability, cost and/or expense incurred by DDP as a result of any claim for commission or compensation brought by any broker or finder in connection with the Contract.

6.11 Additional Work. During the Contract, DDP, at its sole discretion, may choose to work with the selected Vendor and/or hire its services for projects other than the Scope of Services or projects that exceed the Scope of Services described herein. DDP's decision to do so may be based on the firm's relevant experience and its successful performance under the Contract.

6.12 Proposals From Principals. Only proposals from principals will be considered. Individuals in representative, agency or consultant status may submit proposals only at the direction of certified principals, where the principals are solely responsible for paying for such services.

6.13 Disclaimer. DDP, and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, DDP does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

Part III: Submission Requirements

1. Structure and Content

- A. **Stage One Submission: APPLIES TO ALL RESPONDENTS.** In order to be considered responsive, your Stage One Submission must be organized, include all of the items as listed below and be submitted in one (1) sealed envelope. Please limit submissions to 50 pages formatted in letter sized paper, double-sided. Please avoid excessive use of paper. The contents of the envelope must be as follows:

1.1 Stage One: Qualifications Submission. In one sealed envelope, labeled as required in Part I, Section 4.2.6 place the following:

1.1.1 Vendor Information. A cover letter with the following information regarding the Vendor attached:

- Firm name and address;
- Contact person including name, telephone number email address and identity of the Vendor Team's staff, if different, who will have primary responsibility to supervise and coordinate the performance of the Services;
- Location and size of local and national offices (if any);
- Name of parent company (if any);
- Company's Federal ID number;
- Number of years in business;
- Estimated value or total compensation for services deployed for full year of 2014;
- Legal structure (including whether privately or publicly held), incorporation information and corporate structure;
- Documentation of financial stability and resources, including recent audited financial statements;
- Applicable licenses and permits currently held (if any); and
- List of commercial general liability insurance policies held in conjunction with current contracts for programs similar to that described in the Scope of Services (if any). Include details of policy limit amounts and describe/explain any claims that have been made on any of these policies within the last three (3) years.

1.1.2 Subcontractor Information. A list of Subcontractors, if any, that would be part of the Vendor Team. Include the following information regarding each Subcontractor:

- Firm name and address;
- Contact person including name, telephone number and email address;
- Location and size of local and national offices (if any); and
- Name of parent company (if any).

1.1.3 Experience and References. An account of the Vendor Team's relevant experience:

- List relevant experience as required in Part I, Section 4.2.2.3 in order to qualify with the terms of this RFP, including:
 - Written descriptions, with supporting photos and graphics, of three to five examples of services currently provided by the Vendor Team that are similar in context to

- List current projects where the Vendor Team has responsibility for purchasing and maintaining equipment, customized uniforms and facilities in a manner similar to that described in the Scope of Services; and
 - Written descriptions of up to three projects where the Vendor has overcome major internal challenges and problems. Describe the nature of the problem and the solution to the problem. Please include a reference contact name, email address and phone number of an individual familiar with the situation described.
- Description of the Vendor Team's experience in the City of Detroit and in Michigan (if any);
- List of public, private or non-profit organizations in the Detroit metropolitan area with whom members of the Vendor Team currently has contracts; and
- Any pending litigation to which any member of the Vendor Team is a party.

B. **Stage Two Submission: APPLIES TO SHORT LISTED RESPONDENTS ONLY.** After evaluating the Stage One Submissions, DDP will identify and notify the Short Listed Respondents and request that they submit Stage Two Submissions. In order to be considered responsive, Stage Two Submissions must be submitted by a Short Listed Respondent, include all of the items as listed below and be submitted in two (2) sealed envelopes. The contents of the envelopes must be as follows (please double-side and avoid excessive use of paper):

1.2 **Stage Two: Envelope # 1.** In one sealed envelope, labeled as required in Part I, Section 4.2.7.1.1 place the following:

1.2.1 **Vendor Team supervisory personnel information.** Provide an organization chart indicating the level of responsibility of all personnel who are expected to supervise Services, including, to the extent known, the name and location(s) of employees. This should be accompanied by resumes of all individuals and entities that will be supervising the Services under the Contract including, without limitation, all personnel, including a local manager based in Detroit, Subcontractors and other entities or individuals supervising the Services, and the Respondent's proposed staffing schedule, including the percentage of time that each would devote to supervising the Services.

1.2.2 **Needs Analysis and Ambassador Services Plan.** Describe the plan to evaluate the needs of the BIZ Area and the Contract Areas, and to deliver the Scope of Services in these locations. Include proposed staffing levels, management structures, equipment needs and weekly schedules. Consider the environmental maintenance regimen outlined in the Scope of Services for the BIZ Area and the Contract Areas. Include a proposal for Task 2 in Scope of Services within the BIZ Area only.

1.2.3 **Employment Standards.** Provide proposed plans for employment standards in order to deploy scalable services within the BIZ Area and the Contract Areas:

- Recruiting Ambassador staff and criteria that will be used for recruitment;
- Conducting employee background checks and items included in the checks;
- Drug testing, grooming and other personnel policies and practices;
- Policies for working in inclement weather;

- Information about typical Ambassador staff benefits and incentives; and
- Typical turnover rates for Ambassador staff as well as a comparison to the industry average (indicate your source for the industry average). Include a description of incentives to reduce turnover rates for quality staff.

1.2.4 Training. Outline a proposed training regimen to be implemented at the program start and on an ongoing basis. Note any details such as licenses, federal and state certifications, topics, instructors, and reward incentives for employees.

1.2.5 Equipment. Provide a preliminary list of proposed equipment necessary to execute the Scope of Services. Describe how the equipment would be procured, maintained and stored when not in use. List any equipment warranties. Include costs for designing and branding the equipment with DDP's logo and colors.

1.2.6 Supplies. Provide a preliminary list of proposed supplies necessary to execute the Scope of Services, including information on the type of cleaning products that will be used and propose any environmentally sustainable supplies whenever possible.

1.2.7 Uniforms. Provide list, pictures and cost of proposed uniform elements. Include costs for supply, cleaning and replacement standards. Explain how the DDP's brand will be incorporated and controlled with respect to uniform use.

1.2.8 Facility. Provide specific criteria needed for a facility (or facilities) to serve as an "Ambassador Operations Center" and proposed location(s).

1.2.9 Reporting, Tracking and Trend Reporting. Provide a methodology for tracking and reporting all data and work performed. Indicate the type of technology or proposed system and describe the capabilities for tracking incidents and interactions, querying data, populating DDP's Website and providing trend reporting and analysis. Indicate if the proposed system is proprietary.

1.2.10 Accountability for Performance. Provide a description of how performance of all services will be measured and the reporting methods that will be used.

1.2.11 Radio and/or Telephone Communications. Provide a description of communication methods within the internal Ambassador network, such as the software and equipment you propose be used. Illustrate how communications systems could tie into evolving networks of public and private security forces within greater Downtown Detroit.

1.2.12 Scheduling and Dispatching. Provide an estimated staffing plan and schedule that addresses seasonality and the varying needs for Ambassador services across different locations. Indicate how special events and non-routine services would be handled. Include a description of centralized dispatching methods, software and equipment to be used along with any associated costs.

1.2.13 Subcontractor Management Experience (if applicable). Describe the Vendor's experience and success supervising and ensuring the quality of Subcontractor performance. Describe prior working relationships between members of the Vendor Team.

1.2.14 Safety. Provide an internal employee safety plan and awareness initiatives.

1.2.15 Program for Recruiting and Training Detroit Residents and Individuals with Employment Challenges. Outline a plan for recruiting, training and retaining Detroit residents, including those with challenges finding long-term employment. Individuals recruited from such a program shall be retained as a significant portion of the Ambassador workforce.

1.2.16 Innovations. Provide information on potential innovations that would streamline and enhance the deployment of the Scope of Services. Include labor, equipment and other resources necessary to execute (excluding costs). Proposed innovations may include equipment, specialty training and programs, dispatching technologies, or other ideas.

1.2.17 Environmental Sustainability Plan. Provide an overview of strategies that would reduce the carbon footprint associated with delivery of the Services, including the feasibility of including environmentally sustainable practices, such as rechargeable or alternative fuel powered equipment. Also include strategies to utilize LEED certified cleaning agents, biodegradable plastic bags, separate and collect recyclable materials and other solutions. Note that DDP does not currently separate recyclable materials collected within the BIZ Area or the Contract Areas.

1.2.18 Implementation Timeline. Provide a timeline showing the sequence of steps from award notification to the launch of the Environmental Maintenance & Hospitality Ambassador Program.

1.2.19 The Respondent shall make the following statements and representations as part of its Stage Two Submission:

1.2.18.1 That the respondent has examined all parts of this RFP, including the Contract Draft and the Scope of Services, and all terms and conditions hereof.

1.2.18.2 That the respondent agrees to obtain all necessary approvals, permits and/or licenses required by law or regulation for the performance of the Services.

1.2.20 Do not include in this portion of your proposal any costs or fees associated with the above items. Costs and fees should be included in a separate envelope. (See Part III, Section 1.3 below.)

1.3 Stage Two: Envelope #2 [Required for All Short Listed Respondents]. In a second sealed envelope labeled as required in Part I, Section 4.2.7.1.2 place complete fee and cost schedules for all Services. All fee and cost schedules should be submitted in the forms attached hereto as Appendix D to this RFP. DDP reserves the right to decline to consider fee and cost schedules that do not follow the prescribed formats.

1.4 Non-Compliant Proposals. Submission(s) that are not enclosed in separate sealed envelopes as aforesaid and/or are not properly labeled and/or are received by a person other than the designated Recipient may, in DDP's sole discretion, be considered "not responsive" and may be rejected by DDP.

1.5 Cover Letter. You should include a cover letter summarizing the key points of your Submission(s).

2. Pre-Proposal Information Meeting. All interested Respondents are required to attend the Pre-Proposal Meeting scheduled as set forth in Part I, Section 4.2.5. Additional information may be distributed at the meeting. You will also be able to obtain answers to any questions you may have about the Services at the meeting. Please confirm your attendance with the Confirmation Contact Person identified in Part I, Section 4.2.5 indicating who from your office will attend. Except as may otherwise be permitted by Part I, Section 4.2.4, no other contact with DDP regarding issues raised by this RFP is permitted.

3. Interviews. Interviews, if any, will be held during Stage Two of the selection process and may be held with any or all of the Short Listed Respondents.

4. Selection

4.1 Stage One: DDP will evaluate and score each Respondent's Stage One Submission based on the criteria as set forth in Part I, Section 4.2.8.1. This evaluation and scoring will determine the Respondent's Stage One qualifications rating. Respondents will then be ranked in accordance with such ratings, and a short list of firms will be created which will consist of the Short Listed Respondents. DDP will notify Short Listed Respondents **only** on or before January 23, 2015 and will invite such Short Listed Respondents to submit Stage Two Submissions.

4.2 Stage Two: DDP will review the Stage Two Submissions submitted by the Short Listed Respondents in their totality. The selected respondent, if any, will be a Short Listed Respondent whose proposal is most advantageous to DDP's goals. See Part I, Section 4.2.8.2 for an explanation of the criteria on which DDP will base its Stage Two selection.

5. Submissions

5.1 You must submit the number of sets of your proposal indicated in Part I, Sections 4.2.6.2 and 4.2.7.2.

5.2 Proposals are due and must be received by the Recipient at the location designated in Part I, Sections 4.2.6.3 and 4.2.7.3 no later than the applicable Submission Deadline. Proposals received after the indicated date and hour and/or at a different location may not be considered.

5.3 DDP reserves the right, at its discretion, from time to time, to postpone the date for submission and opening of proposals. **Respondents are again reminded to check the Website periodically for updated information, which may include a notice of postponement.** Any proposal submitted prior to such notice may be withdrawn without prejudice.

5.4 Please note that you must respond to this RFP in order to be eligible to be considered for the award of the Contract for the Services pursuant to this RFP.

5.5 For more information, please contact the Contact Person **in writing** at the Contact Person's e-mail address, all as identified in Part I, Section 4.2.4.4.

Part IV: Appendices

Appendix A: Draft Contract

CONTRACT FOR PROFESSIONAL SERVICES FOR THE DOWNTOWN DETROIT ENVIRONMENTAL MAINTENANCE & HOSPITALITY AMBASSADORS PROGRAM

THIS CONTRACT FOR PROFESSIONAL SERVICES FOR THE DOWNTOWN DETROIT ENVIRONMENTAL MAINTENANCE & HOSPITALITY AMBASSADORS PROGRAM (the “**Contract**”) is made between Detroit Downtown, Inc., a Michigan nonprofit corporation (the “**Client**”) and _____ (the “**Vendor**”) as of the ____ day of _____, 2015 (the “**Effective Date**”).

PART I – RECITALS

- A. Through the Client’s relationship with the Downtown Detroit Partnership, a Michigan nonprofit corporation (“**DDP**”), the Client and the Detroit Business Improvement Zone, a public body corporate (the “**BIZ**”), have entered into that certain Administrative Services Agreement dated August 15, 2014 (the “**Agreement**”).
- B. Pursuant to the Agreement, the Client has agreed to implement certain services as specified in this Contract in the Contract Areas (as defined herein).
- C. The Vendor has expertise in coordinating, scheduling, managing, monitoring, reporting and performing public outdoor space cleaning, maintenance, hospitality and safety services and is capable of effectively delivering the Services (as defined herein).
- D. The Client desires to retain Vendor to provide the Services described in this Contract in accordance with _____ and pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

PART II – GENERAL TERMS AND CONDITIONS

1. Term of Engagement.

1.1 The Vendor’s duties and responsibilities under this Contract shall begin on the ____ day of _____, 2015, and shall continue for a period of fifteen (15) months thereafter (the “**Initial Term**”) unless earlier terminated as provided in this Contract, including as permitted by Section 5 below. Thereafter, the Term shall be automatically extended annually for successive terms of one (1) year (each a “**Renewal Term**”, and together with the Initial Term the “**Term**”), up to a maximum total Term of five (5) years, unless either party declares this automatic extension provision void by delivering written notice to the other not less than _____ days prior to the expiration of the Initial Term or any applicable Renewal Term or unless otherwise terminated as permitted by Section 5 below. The Vendor understands that the Client has made no promises or representations whatsoever as to the amount or potential amount of business that the Vendor can expect during the Term.

1.2 Time is of the essence in the performance of this Contract.

2. Vendor's Obligations.

2.1 Scope of Services and Service Areas. The Vendor shall perform the services (collectively, the "**Services**") identified in Exhibit and all services reasonably necessary to the performance of the services listed in Exhibit excluding only those services and obligations that are expressly stated in this Contract not to be the responsibility of the Vendor. The Services generally include the design, implementation, ongoing monitoring, reporting, program adjustments and ongoing management of a major urban district environmental maintenance and hospitality ambassador program within the Biz Area and the Contract Areas each as defined herein (collectively, the "**Service Areas**").

2.1.1 The primary area is consistent with the boundaries of the BIZ, a special assessment district that encompasses 140 city blocks of Downtown Detroit in a 1.1 square mile area stretching between three major highways and the Detroit River as depicted in Exhibit attached hereto (the "**BIZ Area**").

2.1.2 Secondary service areas include five locations (the "**Contract Areas**"). The Contract Areas include the following five locations: (1) the Detroit Riverfront Conservancy, (2) Eastern Market Development Corporation, (3) Jefferson East, Inc., (4) Midtown Detroit, Inc., and (5) Motor City Casino. The Contract Areas are depicted in Exhibit attached hereto.

2.2 Standards of Performance. The Vendor represents to the Client that it is an experienced provider of services which are comparable in complexity and scope to the Services. The Vendor understands that its experience with respect to the professional implementation of services comparable to the Services was a material inducement to the Client's decision to enter into this Contract. The Vendor covenants with the Client to perform the Services diligently, professionally, and in an efficient, expeditious and economical manner consistent with the interests of the Client. In furtherance of the foregoing, the Vendor shall perform the Services: (i) with the appropriate degree of skill, diligence, care, prudence, and foresight; (ii) within the rules of and in accordance with the professional standard which reasonably and ordinarily can be expected from a skilled and experienced service provider engaged in the same or similar type of undertaking; (iii) in accordance with the Client's instructions, directions, and known workplace rules and customs; and (iv) in a fiduciary capacity with respect to the proper protection of, and accounting for, the Client's assets.

2.3 Personnel.

2.3.1 The Vendor shall, at its own expense, retain, supervise, compensate and coordinate sufficient personnel to provide all Services (all personnel being employed, subcontracted, retained, or otherwise providing services for the Vendor under this Contract, shall be collectively referred to as the "**Vendor Team**"). The Vendor Team shall be the responsibility of the Vendor and shall be staffed with competent, qualified, experienced employees or Approved Subcontractors (as defined in Section 2.4 below) who possess sufficient skill, training, experience and ability to complete their assigned tasks. The Client hereby approves the Vendor Team identified in Exhibit attached hereto and incorporated herein by reference.

2.3.2 The Vendor shall designate an employee (the "**Vendor's Representative**") to act on behalf of the Vendor when recommendations, approvals or commitments from the Vendor are required under this Contract and to function as the principal source of liaison and communication with the Client. The Vendor has designated _____ as the Vendor's Representative.

2.3.3 No appointment, substitution or reassignment of the Vendor's Representative or any Vendor Team members identified on Exhibit attached hereto will be made by the Vendor without the prior written

approval of the Client, so long as such personnel remain in the active employment of the Vendor or an Approved Subcontractor (as defined in Section 2.4.1 below), although the Client acknowledges that the Vendor does not have control over employees of Approved Subcontractors. The foregoing shall not be deemed to restrict the ability of the Vendor or an Approved Subcontractor to terminate any of its employees. The Client shall have the right to require the Vendor to remove or replace the Vendor's Representative and/or any member of the Vendor Team, but in each case only for good cause shown. In connection with any proposed replacement, substitution or reassignment, the Vendor shall submit to the Client a detailed justification supported by the qualifications of any proposed replacement.

2.4 Subcontracts.

2.4.1 The Vendor shall not subcontract or assign any of the Services required to be performed under this Contract without the prior written consent of the Client. The Vendor and Client agree that if a service is reasonably required under Exhibit and the Vendor does not itself have the technical expertise to perform such service, subject to the prior approval of the Client, the Vendor shall enter into a subcontract, in accordance with this Contract, for the provision of such service by an appropriate contractor or consultant (any person or entity to whom the Vendor subcontracts, with the consent of the Client, a portion of its services under this Agreement is referred to herein as an "**Approved Subcontractor**"). The Client acknowledges and agrees that the parties identified as part of the Vendor Team on Exhibit attached hereto shall each be an Approved Subcontractor for purposes of this Contract and will be providing the services for the Project more fully set forth in the responsibility matrix attached hereto as Exhibit (the "**Responsibility Matrix**"). The Vendor represents to the Client that the Vendor has entered into subcontracts with the Approved Subcontractors to perform the services identified in the Responsibility Matrix. The Vendor may not terminate its subcontracts with the Approved Subcontractors without the prior written consent of the Client. The Vendor shall cause all subcontractors to comply with the obligations of the Vendor under this Contract, including but not limited to insurance, indemnity, compliance and all other terms and conditions of this Contract. Notwithstanding the foregoing, the Vendor shall be responsible to the Client for acts and omissions of the Vendor's employees, Approved Subcontractors and their agents and employees, and other persons or entities performing any portion of the Services.

2.4.2 Upon request, the Vendor shall provide to the Client an executed copy of all subcontract agreements, purchase orders, and other agreements relating to the Services. The Vendor shall not contract with a proposed person or entity to whom which the Client has made reasonable and timely objection. The Vendor shall not be required to contract with anyone to whom the Vendor has made reasonable objection.

2.4.3 The Vendor and the Client acknowledge and agree that the Client may communicate directly with the Approved Subcontractors and consultants performing any portion of the Services, provided a representative of the Vendor is present in person. These communications may be conducted in person or via phone/video conference provided the Vendor has a representative present.

2.5 Equipment. The Vendor shall, at its own expense, purchase, maintain and coordinate all necessary equipment to enable the Vendor and the Vendor Team to effectively perform and deliver the Services.

2.6 Competitive Bidding. All subcontracts for repairs, capital improvements, goods and services exceeding \$_____ shall be awarded on the basis of competitive bidding. A minimum of two (2) written bids shall be obtained for each purchase up to \$_____. Purchases over \$_____ will require a minimum of three (3) bids. Prior to acceptance of any bid if not included in the Approved Operating Budget, the Vendor

shall notify the Client in writing of all such bids and identify the bid which the Vendor proposes to accept. The Vendor may request the Client to waive competitive bidding rules, but such competitive bidding rules shall not be deemed waived unless the Client consents to such waiver in writing; and in any such instance the Client's consent shall not be deemed to be its consent to such waiver in any subsequent instance.

2.7 Licenses and Permits. The Vendor shall identify and procure all permits, licenses, certificates, bonds, approvals and inspections and paying any associated fees in order to provide the Services in compliance with all Applicable Law. If the Vendor is notified of a failure to comply with Applicable Law, the Vendor shall promptly notify the Client and use commercially reasonable efforts to remedy the noncompliance. The Vendor shall obtain and maintain any governmental approvals required for the Vendor to deliver the Services. Upon written request by either party, the other party shall use commercially reasonable efforts to assist the requesting party in obtaining or maintaining a required governmental approval.

2.8 Compliance with Laws. The Vendor warrants that all Services shall be performed in a workmanlike manner and according to the applicable description and requirements for such Services set forth on **Exhibit__** attached hereto, and in compliance with all applicable federal, state and local laws, regulations, orders and decrees (collectively, "**Applicable Laws**"). Promptly upon receipt thereof, the Vendor shall submit to the Client a copy of each notice or statement received from any governmental agency together with any other notices or statements received by the Vendor which threaten or might have a material effect upon the performance of the Services. Upon the direction of the Client, the Vendor shall promptly remedy the non-compliance or violation at the Vendor's sole cost and expense, unless the same has resulted from the fraud, gross negligence or willful misconduct of the Client, its officers, directors, agents and/or employees.

2.9 Safety and Health. The Vendor will be solely responsible for the conduct, safety and health of the Vendor's employees and agents and those of the Approved Subcontractors, as well as the public, in connection with the performance of the Services. Without limiting the foregoing, the Vendor comply with all Applicable Laws concerning safety and health of workers and the public including, without limitation, the Occupational Safety and Health Act of 1970 and any similar statutes.

2.10 Labor Disputes. Notwithstanding anything contained in this Contract to the contrary, in the event of a labor dispute which would include, among other things, union picketing, bannering or hand-billing, the Vendor agrees to take all reasonable measures to resolve the labor dispute including, but not limited to, the following: (i) advise the Client of any potential labor dispute as soon as possible, and provide timely updates for the duration of the dispute; (ii) retain labor relations counsel reasonably acceptable to the Client; and (iii) communicate expeditiously with the protesting union to attempt to informally resolve the dispute. Nothing in this Section 2.10 shall relieve the Vendor from its obligation to provide the Services during the pendency of any labor dispute. Furthermore, the Vendor agrees to defend, indemnify and hold the Client, DDP and the BIZ harmless for any costs incurred as a result of: (x) any labor dispute, including, but not limited to, costs associated delays or interruption in the provision of the Services; and (y) resolution of the labor dispute.

2.11 Correction of Non-Conforming Services. The Vendor shall promptly correct any deficiencies in its performance under this Contract reported to it by the Client. If substandard performance by the Vendor has been noted and not remedied within five (5) days after written notice (subject to availability of materials, parts and equipment), the work may be performed by the Client by other means, and the cost thereof shall be deducted from any money due or to become due the Vendor. The foregoing remedy is in addition to and not in limitation of any other remedies available to the Client under this Contract.

3. **Changes in Services; Additional Services.** The Client may, at any time, by written notice to the Vendor, request changes to the Services which may result in an increase or decrease in the scope of services set forth in **Exhibit** _____. The Vendor shall provide the Client with an estimate of the impact, if any, of such requested change on the payment terms, completion schedule and any other applicable provision of this Contract. If the parties mutually agree to such changes, a written description of the agreed change (a “**Change Authorization**”) will be prepared which both parties must sign in order for the change to be effective. In the event of any conflicts or inconsistency, the terms of a Change Authorization prevail over those of this Contract. For purposes of this Contract, the term “**Additional Services**” shall mean Services that are materially outside of the scope of the Services contemplated by this Contract. The Client shall have no obligation to compensate the Vendor for Additional Services which are performed without the Client’s prior written consent, evidenced by execution of a Change Authorization.

4. **Compensation.**

4.1 **Vendor’s Fee and Maximum Compensation.** In consideration for the Vendor’s delivery of the Services to be performed hereunder, the Client shall pay the Vendor a fixed fee of \$_____ (the “**Vendor’s Fee**”), plus the Reimbursable Expenses as set forth in Section 4.2 below, subject to retention as provided in Section 4.5.3 below. Notwithstanding the foregoing, the Vendor’s Fee plus the Reimbursable Expenses shall not exceed _____ and 00/100 Dollars (\$0.00) for the Services delivered during the Initial Term (the “**Maximum Compensation**”).

4.2 **Reimbursable Expenses.** The Client shall reimburse the Vendor for the direct cost, without mark-up, of expenses (“**Reimbursable Expenses**”) actually incurred by the Vendor to provide the Services, including expenses incurred under the Vendor’s agreements with the Approved Subcontractors. The Vendor shall not charge any Reimbursable Expenses unless such expense item is: (i) properly characterized as a Permissible Reimbursable Expense as provided in Section 4.3 below; (ii) included in the detailed line item Approved Operating Budget attached as **Exhibit** _____ or (iii) otherwise approved in advance by the Client. The Vendor shall use its best efforts to keep Reimbursable Expenses to the minimum amount practicable and shall notify the Client if it appears that the actual cost for a Reimbursable Expense item will exceed the amount for such item approved by the Client in the Approved Operating Budget.

4.3 **Permissible Reimbursable Expenses.** The following expenses (hereafter “**Permissible Reimbursable Expenses**”) are included in the cost of providing the Services and shall be chargeable to the Client as Reimbursable Expenses within the Maximum Compensation; provided that in all cases the Vendor has provided the Client with adequate supporting documentation representing the actual costs incurred:

4.3.1 All payroll and related payroll expenses for the Vendor Team and Approved Subcontractors, working exclusively on the Services and identified on **Exhibit** _____ and

4.3.2 The cost of procuring equipment and technology required to perform the Services, and the cost of all repairs and maintenance for such equipment; and

4.3.3 All materials, supplies, uniforms, fuels, and other direct expenses utilized by the Vendor in the provision of the Services; and

4.3.4 All licenses, permits, bonds and fees, including waste disposal fees, required to be held or paid by the Vendor for the provision of the Services;

4.3.5 All costs associated with the operations facility(s), including rent, insurance, utilities and maintenance. The Client has approved this facility(s) to be located at _____, Detroit, MI. Any changes to this location shall be subject to the prior written consent of the Client; and

4.3.6 The cost of providing insurance coverage required by this Contract.

4.4 Excluded Expenses. The following expenses are not included in the cost of providing the Services and shall not be charged to the Client as a Reimbursable Expense within the Maximum Compensation:

4.4.1 Any unbudgeted cost in excess of _____ and 00/100 Dollars (\$_____) for which the Client has not given written authorization; and

4.4.2 Any costs related to regional or corporate management; and

4.4.3 Costs to relocate any personnel of the Vendor; and

4.4.4 Any increased costs to replace essential personnel of the Vendor and/or the Vendor Team, when such replacement is due to the relocation to another of the Vendor's client accounts, said costs to include overlapping payroll, training, etc.; and

4.4.5 Any costs for equipment identified on Exhibit _____ which is scheduled for payment after the expiration or termination of this Contract; and

4.4.6 Repair of any damage or payments of insurance deductibles caused by the Vendor's or the Vendor Team's negligence or error; and

4.4.7 Any and all taxes, excises, assessments or other charges of any kind levied by any governmental authority in connection with the Contract and any Services including, but not limited to, any such governmental charges of any kind levied on the production, transportation, sale or lease of any equipment, supplies, materials or other property or services of any kind used or transferred in the performance of the Services. The Vendor and all members of the Vendor Team shall hold the Client, DDP and the BIZ harmless from the payment of any and all such taxes, contributions, penalties, excise, assessments or other governmental charges. The Client has provided the Vendor with an appropriate sales and use tax exemption certificate evidencing the Client's tax-exempt status. The terms of this Section 4.4.7 shall survive the expiration or earlier termination of this Contract.

4.4.8 Any costs which would result in the Maximum Compensation being exceeded.

4.5 Payments.

4.5.1 Payments to the Vendor shall be made monthly upon presentation of the Vendor's statement of Services rendered for the previous month. Not later than the ____ of each month, the Vendor shall submit to the Client a detailed statement of the actual activity and Reimbursable Expenses (as defined herein) incurred during the preceding month (the "Invoice"). The Invoice shall set forth in detail, the amount and Service Area in which the Reimbursable Expenses were incurred, and shall be supported by such data to substantiate its accuracy as the Client may reasonably require, including, without limitation, a detailed narrative of the Services performed, identification of the employee or Approved Subcontractor performing the same, budget to actual analysis, payroll reports, equipment detail and hours report. With each Invoice, the Vendor shall certify to the Owner that the Vendor has completed the Services set forth in the Invoice and is entitled to payment in the

amount certified. Each Invoice is subject to the Client's review, verification and approval, and any compensation for Reimbursable Expenses shall be subject to the Client's sole determination that all Services were actually rendered. With each Invoice, the Vendor shall: (i) show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with the Approved Operating Budget; and (ii) advise the Client as to variances between actual and budgeted or estimated costs.

4.5.2 Provided a complete Invoice is submitted to the Client not later than the ____ day of the month, the Client shall make payment to the Vendor not later than the ____ day of the same month. If an Invoice is received by the Client after the invoice date fixed above, payment shall be made by the Client not later than _____ days after the Client receives the Invoice. The Vendor may submit only one Invoice per month.

4.5.3 Payment of the Vendor's Fee shall be made in equal monthly installments with each payment of the Invoice; provided, however, that the Client shall withhold five percent (5%) from each payment of the Vendor's Fee, which retained amount shall be released with the final payment due to the Vendor for Services rendered during the Initial Term or a Renewal Term, as the case may be.

4.5.4 In the event of any default hereunder by the Vendor, or in the event the Client fails to approve any Invoice that is not the fault of an Approved Subcontractor, the Client may make direct payment to the Approved Subcontractor. In that event, the amount so paid the Approved Subcontractor shall be deducted from the payment to the Vendor. Nothing contained herein shall create an obligation on the part of the Client to make any payments to any Approved Subcontractor, and no payment by the Client to any Approved Subcontractor shall create any obligation to make any further payments to any Approved Subcontractor.

4.6 Invoice Records; Audit Rights. The Vendor shall maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting principles and practices to properly account for Reimbursable Expenses incurred under this Contract. The Vendor shall make available to the Client or its designees any and all information related to the Services, including, but not limited to the Vendor's records with respect to any matters covered by this Contract, upon reasonable notice and at any time during normal business hours, at the offices of the Vendor, as often as Client deems necessary, to allow Client to audit, examine, and make excerpts or transcripts of all relevant data. Should the Client discover any weakness in internal control or errors in record keeping, the Vendor shall correct such discrepancies either upon discovery or within a fifteen (15) day period of time. The Vendor shall inform the Client in writing of the action taken to correct such audit discrepancies.

4.7 Invoice Submittal. The Invoice and/or statements with supporting documentation shall be submitted to the Client at the notice address set forth in Section 9.11 below or via email (preferred) at: _____ with copy to _____.

5. Annual Approved Operating Budget.

5.1 The Client has approved the operating budget attached hereto as Exhibit for the provision of the Services during the Initial Term (the "**Approved Operating Budget**"). Provided this Contract remains in full force and effect, the Vendor's proposed operating budget for the any Renewal Term shall be delivered to the Client no later than _____ (____) days prior to the expiration of the then current term or such earlier date as may be reasonably requested by the Client. The format of all budgets and business plans shall be in compliance with the Client's reasonable requirements. The Client will consider the proposed budgets for any Renewal Term and then will consult with the Vendor in the ensuing period prior to the commencement of the Renewal Term in order to agree on an a Operating Budget which will establish the Maximum Compensation for

the upcoming Renewal Term. If any proposed budget is disapproved by the Client, the Vendor shall continue to use the applicable Approved Operating Budget most recently in effect, increased by an amount equal to the increase in the Consumer's Price Index (All Urban Consumers, U.S. City Average, All Items, 1982-1984 = 100) over the prior year, until a new budget is approved by the Client. The Vendor shall eliminate or revise any item or amount in the budgets which is disapproved by the Client, to the extent necessary to obtain the Client's approval.

5.2 The Vendor shall not make expenditures for Services in any year except within the categories and amounts contained in the Approved Operating Budget for that year, unless: (i) such expenditure is specifically authorized under any of the other provisions of this Contract; or (ii) the Vendor first obtains the Client's written approval of such expenditure. All Reimbursable Expenses must be charged to the proper account as specified in the Approved Operating Budget, and no expense may be classified or reclassified for the purpose of avoiding an excess in the annual budgeted amount of an accounting category. The Vendor shall inform the Client in writing of any major increase in any costs and expenses that was not foreseen during the budget preparation period and thus was not reflected in the Approved Operating Budget.

6. Cancellation, Default and Remedies.

6.1 Termination Without Cause. The Client reserves the right to cancel this Contract at its convenience and without cause at any time after the expiration of the Initial Term. The Client may exercise its right to terminate without cause by giving notice (the "**Termination Notice**") to the Vendor, which termination shall be effective ten (10) days from the date such notice has been given. Should the Client so terminate without cause, all Reimbursable Expenses and the accrued but as yet unpaid portion of the Vendor's Fee (calculated on the basis of the fair value of the Services performed by the Vendor through the effective date of termination) will be payable thirty (30) days after the Vendor submits a final Invoice therefor. The Vendor shall make commercially reasonable efforts to end any and all Services upon receipt of a Termination Notice. Notwithstanding the above, the Vendor shall not be relieved of liability to the Client for damages sustained by the Client as a result of any breach of this Contract by the Vendor.

6.2 Termination for Cause. In the event that a party hereto shall fail to perform in accordance with the terms hereof, the other party shall have the right to give written notice thereof to the nonperforming party. If the nonperforming party shall fail to cure such default within thirty (30) days following the date such notice is given, then the aggrieved party shall have the right, upon ten (10) days additional notice, to terminate this Contract. If the termination shall be for breach of this Contract by the Vendor, the Client shall pay the Vendor all compensation earned prior to the date of termination minus any damages and costs incurred by the Client as a result of the breach. The Client may, in such event, withhold payments due to the Vendor for the purpose of set-off until such time as the exact amount of damages due to the Client is determined.

No waiver by either party of any default by the other party in the performance of any provision of the Contract shall operate as or be construed as a waiver of any future default, whether like or different in character. The rights and remedies provided for herein shall not limit Client, in case of any default by Vendor, from asserting any other right or remedy allowed by law, equity, or by statute. The defaulting party shall pay reasonable attorneys' fees of the non-defaulting party.

6.3 Post-Termination Deliverables; Transition Assistance. In the event of termination of this Contract for any reason, the Vendor shall promptly deliver to the Client (whether or not completed) all Client records, specifications, budgets, forecasts, statistics, recommendations, data, schedules and other deliverables generated by the Vendor or Vendor Team in hard copy and in the digital formats reasonably required by the

Client. The Vendor shall help transition any such termination by providing assistance to the Client: (i) prior to the effective date of termination and (ii) after the effective date of termination. The Vendor's performance of post-termination services shall constitute an Additional Service and compensation to the Vendor shall be reflected in a Change Authorization signed by the Vendor and the Client.

7. **Insurance.**

7.1 The Vendor and all Approved Subcontractors shall carry and maintain, during the Term, the following insurance issued by insurance companies authorized to provide insurance and in good standing in the State of Michigan:

<u>TYPE</u>	<u>AMOUNT</u>
A. Workers' Compensation	Statutory
Employers' Liability	\$500,000/\$500,000/\$500,000
B. Commercial General (public) Liability Insurance	
a. General Aggregate limit	\$2,000,000
b. Products & Completed Operations limit	\$2,000,000
c. Personal & Advertising Injury limit	\$1,000,000
d. Each Occurrence limit	\$1,000,000
<i>The above insurance to include coverage for the following: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual liability</i>	
C. Broad form property damage, to include fire legal liability	\$50,000 per occurrence
D. Business Automobile Liability	
a. Owned/leased vehicles	Combined Single Limit (CSL) of \$1,000,000
b. Non-owned vehicles	
c. Hired vehicles	
E. Umbrella Coverage	\$5,000,000

Vendor shall provide Certificates of Insurance evidencing such insurance and proof of payment of insurance premiums. Vendor must notify the Client within 24 hours of any cancellations of such insurance policies. In addition, the Vendor's insurance companies must have an A.M. Best rating of "A" or better.

7.2 The Vendor shall cause the Client, the BIZ, DDP and such other parties as the Client may reasonably request to be named as additional insured parties under all insurance policies purchased and maintained by the Vendor and/or Approved Subcontractors under this Contract.

7.3 The Vendor waives all of its rights against the Client for damages covered by property insurance. The Vendor shall obtain a similar waiver from all members of the Vendor Team and the Approved Subcontractors and all other parties engaged by the Vendor. The Vendor waives all of its rights of recovery against the Client because of deductible clauses in, or inadequacy of limits in, any policies of insurance that are in any way related to the work and that are secured and maintained by the Vendor. The Vendor waives any of its rights of recovery against the Client because of a lack of insurance coverage. The Vendor shall obtain similar waivers from all members of the Vendor Team and the Approved Subcontractors and all other parties engaged by the Vendor.

7.4 Not less than thirty (30) days prior to the expiration or renewal date of any insurance required under this Contract, the Vendor shall furnish to the Client updated replacement certificates of insurance evidencing the continuation of all coverage.

8. **Indemnification.**

8.1 The Vendor shall indemnify, defend and hold the Client, the BIZ and DDP and their respective officers, directors, trustees, members, employees and agents (collectively, the “**Client Group**”) harmless from and against any and all liability, claims, damages, losses and expenses, including without limitation, attorneys’ fees and costs whether or not attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property: (i) to the extent Vendor’s actions are not in conformity with the reasonable directions of Client; (ii) to the extent Vendor takes an action on behalf of Client which is negligent, constitutes willful misconduct, is not in good faith, or is otherwise unreasonable under the circumstances; (iii) arising out of the Vendor’s breach of this Contract; or (iv) arising directly out of the negligence or willful misconduct of the Vendor, the Vendor Team or the Vendor Affiliates. The term “**Vendor Affiliates**” shall include, but is not limited to, Vendor’s officers, directors, shareholders, employees, contractors, subcontractors and agents. The terms of this Section 8 shall survive the expiration or earlier termination of this Contract.

8.2 In claims against any person or entity indemnified under this Section 8 by an employee of the Vendor, any Approved Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under 8.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or an Approved Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

8.3 The Vendor shall promptly advise the Client in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Vendor, at the Vendor’s sole cost and expense, shall assume on behalf of the parties indemnified hereunder and conduct with due diligence and good faith the defense thereof; provided, that the Client shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both the Vendor and any member of the Client Group and the Client Group shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Vendor, the Client Group shall have the right to select separate counsel to participate in the defense of such action on the Client Group’s behalf and at the Vendor’s expense. To the extent that the Vendor fails to fully perform in accordance with this Section 8, the Client, at its option,

and without relieving the Vendor of its obligations hereunder, may so perform, but all costs and expenses so incurred by the Client in that event shall be reimbursed by the Vendor to the Client.

9. **General Provisions.**

9.1 **Record Retention.** Vendor shall maintain financial and other records relating to the Contract, including, without limitation, payroll records, for a period of six (6) years from the end of the Term, as may be renewed pursuant to this Contract, and the Vendor shall make such records available to Client for inspection and audit upon the Client's request.

9.2 **Governing Law.** This Contract shall be governed by, and construed in accordance with, the laws of the State of Michigan, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Wayne, State of Michigan, regardless of the place of business, residence or incorporation of Vendor.

9.3 **Severability.** The parties agree that if any clause or provision of this Contract is declared to be invalid or unenforceable by a final decision of any court of competent jurisdiction, it is the intent of the parties that the remainder of this Contract shall not be affected thereby.

9.4 **Entire Agreement.** This Contract contains the entire agreement and supersedes any and all prior oral and written agreements between the Client and the Vendor with respect to the subject matter hereof. This Contract shall not be modified or amended except in writing signed by both the Client and the Vendor.

9.5 **Client's Authority and Contact.** The person signing this Contract on behalf of the Client represents and warrants that he/she has full power, authority and right to do so. The Client designates _____ as its Client Contact. The Client Contact is authorized to receive any and all communications from the Vendor regarding the Services and this Contract. Any and all directions, instructions and information given by the Client Contact to the Vendor Contact shall be deemed authorized by the Client. The Client may change its Client Contact from time to time by giving the Vendor written notice of the change in accordance with Paragraph 9.8.

9.6 **Vendor's Authority.** The person signing this Contract on behalf of the Vendor represents and warrants that he/she has full power, authority and right to do so. The Vendor's Representative is authorized to receive any and all communications from the Client regarding the Services and this Contract. Any and all directions, instructions and information given by the Vendor's Representative to the Client Contact shall be deemed authorized by the Vendor. The Vendor may change its Vendor Representative from time to time by giving the Client written notice of the change in accordance with Paragraph 9.8.

9.7 **Conflicts of Interest; Self-Dealing Contracts.** The Vendor represents and warrants that neither it nor any of its directors, officers, members or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Services. The Vendor further agrees that it shall employ no person having such conflict of interest in the performance of the Services. Any contract, lease or agreement (current or proposed) between the Vendor and any subsidiary or other affiliate of the Vendor (each a "**Self-Dealing Contract**"), is hereby prohibited unless approved by the Client in writing in advance. Any such proposed Self-Dealing Contract shall be disclosed as such to the Client in advance, together with the specifics of the relationship of the proposed contracting party to the Vendor, and all economic terms and conditions thereof, together with any basis offered by the Vendor as to why such

proposed Self-Dealing Contract is on terms not less favorable than would be offered by an unrelated third-party in an arms-length transaction. The final decision to approve or not approve such Self-Dealing Contract shall be made solely by the Client in the Client’s absolute discretion.

9.8 Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or (except during a mail disruption, when notice shall not be made by mail) sent by certified mail, return receipt requested, postage prepaid, or via recognized overnight courier, or via electronic mail or facsimile, to the addresses set forth below:

To DDI:	Detroit Downtown, Inc.
	600 Renaissance Center, Suite 1740
	Detroit, MI 48423
	Attention: _____
	Electronic Mail:
	Facsimile:
To the Vendor:	_____

At any time during the term of this Contract, either party may change its notice address by providing written notice to the other party.

9.9 Confidentiality. The Vendor will maintain the confidentiality of all Confidential Information of the Client disclosed to the Vendor in the course of this engagement and will disclose such information only when either required to do so by law (provided, however, that the Vendor will use commercially reasonable efforts to give the Client notice prior to such disclosure and shall reasonably cooperate with any efforts requested by the Client to limit the nature or scope of the disclosure, at no cost or expense to the Vendor) or given written permission by the Client to do so. Further, the Vendor will use such Confidential Information only in connection with the performance of the Services. For purposes of this Section 9.9, “Confidential Information” means all information, whether in written, verbal, graphic, electronic or any other form, which is disclosed to or observed by the Vendor in the course of its performance of the Services. Confidential Information shall include, without limitation: (i) information and documents of a nature customarily understood in the industry to be confidential, such as, by way of example and without limitation, business plans, forecasts, projections, analyses, and customer information, (ii) documents conspicuously marked as confidential, and (iii) information that at the time of disclosure is stated by the Client to be confidential.

The Vendor shall comply with the all Applicable Law relating to data privacy or confidentiality. The Vendor shall indemnify, defend, and hold the Client, DDP, the BIZ, and their respective officers and employees

harmless from any claims resulting from the Vendor's unlawful disclosure or use of data protected under Applicable Law. The terms of this Section 9.9 shall survive the expiration or earlier termination of this Contract.

9.10 Non-Discrimination. The Vendor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of any war or conflict of the United States.

9.11 Independent Contractor. Nothing contained in this Contract is intended to, or shall be construed in any manner to create or establish the relationship of employer/employee between the parties. The relationship of the Vendor and its personnel to the Client during the Term shall be that of independent contractors. All persons the Vendor furnishes to provide the Services shall be the employees or Approved Subcontractors of the Vendor and shall be neither the employees nor agents of the Client. Except only as may otherwise be expressly set forth in this Contract, the Vendor does not have any authority to execute any contracts or agreements for or on behalf of the Client, and is not granted any right or authority to assume or create any obligation or liability or make any representation, covenant, agreement or warranty, express or implied, on the Client's behalf, or to bind the Client in any manner whatsoever, and the Vendor shall inform any party with whom it is dealing that it has no authority to bind the Client in any respect or make any representation binding upon the Client.

9.12 Remedies Cumulative. No right or remedy conferred upon or reserved to the Client in this Contract is intended to be exclusive of any other right or remedy in this Contract or by law or in equity, but each will be cumulative and in addition to every other right or remedy given in this Contract or now or hereafter existing at law or in equity or by statute. The choice or employment of any one remedy by the Client will not preclude the assertion of any other remedies to which the Client may be entitled.

9.13 No Partnership/Joint Venture. Nothing in this Contract is intended to create, nor shall anything in this Contract be construed or interpreted as creating a partnership, joint venture, or any other such mutual relationship between the Client and Vendor.

9.14 Cooperation. Should any claims, demands, suits or other legal proceedings be made or instituted by any person against the Client which arise out of any of the matters relating to this Contract, the Vendor shall promptly give the Client all pertinent information and reasonable assistance in the defense or other disposition thereof.

9.15 Amendments. Except as otherwise herein provided any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by the parties hereto in writing.

9.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

9.17 Construction. All personal pronouns used in this Contract, whether used in masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. The titles of Articles and Sections in this Contract are for convenience of reference only, and neither limit nor amplify the provisions of this Contract. All references in this Contract to Sections shall refer to the corresponding Section of the Contract unless specific reference is made to the Sections of any other specified document or law. No provision of this Contract shall be construed against or interpreted to the

disadvantage of either the Client or the Vendor having, or being deemed to have, structured or dictated such provisions, the parties hereto acknowledging that the parties have jointly participated in the negotiation, drafting and preparation of this Contract. This Agreement shall be binding upon and inure to the benefit of the Client its successors and assigns and the Vendor and its permitted assigns as set forth herein.

[signature page to follow]

IN WITNESS WHEREOF, this CONTRACT PROFESSIONAL SERVICES FOR THE DOWNTOWN DETROIT ENVIRONMENTAL MAINTENANCE & HOSPITALITY AMBASSADORS PROGRAM for constitutes the entire agreement between the parties and Vendor and Client have caused it to be executed on their behalf respectively by their proper officers as of the Effective Date.

CLIENT:

DETROIT DOWNTOWN, INC., a Michigan nonprofit corporation

By: _____

Name: _____

Its: _____

VENDOR:

By: _____

Name: _____

Its: _____

Appendix A

Exhibit 1: Scope of Services

The Vendor shall provide the following services (the “Services”), which shall include, but may not be limited to, the tasks more fully described below (each, a “Task,” and collectively, the “Tasks”). Although the Vendor is expected to deliver the Services as outlined below, the Vendor may suggest alternative appropriate and additional Tasks if they would more effectively achieve the Program Outcomes identified in Part 1. If an alternative approach is accepted, the Scope of Services will be amended to reflect such changes.

Individuals employed by the Vendor to deploy the services shall be known as ambassadors (the “Ambassadors”). Within the BIZ Area, all Ambassadors shall be trained in the aspects of hospitality and customer service, with additional emphasis in environmental maintenance and safety. Some Ambassadors shall be cross-trained in both fields as needed. Within the Contract Areas, all Ambassadors shall deploy environmental maintenance services described under Task 1 only.

Within the BIZ Area, Ambassadors shall serve as a public information resource to visitors, workers, shoppers and residents. Areas of responsibility for the Ambassadors include all pedestrian public right-of-ways, the sidewalks from the property line to the curb and gutter. In general, services shall be delivered within the following prioritized sequence and as illustrated in Appendix B:

1. Areas with high pedestrian traffic areas
2. Streets with multiple restaurants, stores and entertainment uses with main entrances off the sidewalk
3. Parks
4. Vehicular gateways

Task 1: Environmental Maintenance Ambassador Services

The Vendor shall provide the following Environmental Maintenance Ambassador Services in the BIZ Area and the Contract Areas with the minimum frequencies described in Appendix B. In addition, at the direction of DDP, the Vendor shall provide Environmental Maintenance Ambassador Services during major events, including, but not limited to, those listed in Appendix C.

1.1 Litter Patrols. Remove litter, trash, debris, film and gum, along all public sidewalks and extending a distance of two feet on either side, including removal from tree grates and planters, by mechanical or manual means, including: all types of paper, cigarette packages and butts, leaves, gravel or rocks, cans, cardboard, boxes, plastic refuse, bottles, broken glass, beverage spills, urine, feces, vomit, and any dead animals, etc. Spills and bodily substances must be removed within 4 hours.

1.2 Trash receptacle emptying and placement. Monitor trash receptacles owned by DDP and the City of Detroit and empty, as needed, to prevent overflow. DDP currently services trash receptacles in the following locations (please refer to Map of Contract Areas, Appendix C, Exhibit 2):

- a. BIZ Area: 231 trash receptacles
- b. Detroit RiverFront Conservancy: 103 trash receptacles
- c. Eastern Market Development Corp. Contract Area: None
- d. Jefferson East, Inc. Contract Area: 50 trash receptacles
- e. Midtown Detroit Inc. Contract Area: 150 trash receptacles

f. Motor City Casino Contract Area: None

Quantities of trash and recycling receptacles may increase/decrease over time, as needed and directed by DDP. Remove trash bags immediately. Trash bags shall not remain on sidewalks.

1.3 Pressure washing. Pressure wash or steam clean sidewalks, with extra emphasis on removing chewing gum and gum stains.

1.4 Sticker and handbill removal. Remove stickers, handbills, posters and similar items from all public realm fixtures, including, but not limited to, utility poles, mail boxes, courier boxes, newspaper or magazine boxes, kiosks, public telephones, and parking meters. Obtain approval and agreement from fixture owners where necessary. Such items shall be removed approximately 24 hours after being observed or reported.

1.5 Graffiti removal and abatement. Abate, remove or cover graffiti from all public realm fixtures, including, but not limited to, utility poles, mail boxes, courier boxes, newspaper or magazine boxes, kiosks, public telephones and parking meters. Obtain approval and agreement from fixture owners where necessary. Public realm graffiti shall be abated, removed or covered within 24 hours after its first observation.

1.6 Orderly streetscape maintenance. Clean surfaces within the public realm to ensure they are free of film, dirt, residue, liquids and odors, including kiosks, bus shelters, light poles, planters and trash receptacles. Straighten newspaper boxes and other streetscape elements as necessary.

1.7 Snow tidying. As directed by DDP, clear snow and ice to create pedestrian paths at sidewalk corner ramps and within parks to maintain consistent sidewalk width.

1.8 Downtown wayfinding kiosk maintenance. Wash, inspect and repair wayfinding kiosks located within the BIZ Area. DDP currently maintains 29 self-standing kiosks and 6 wall-mounted kiosks.

1.9 Special projects and on-call services. At the direction of DDP, carry out special environmental maintenance projects. Such special projects may include painting of fixtures, graffiti removal on private properties, secure seasonal lighting and check for operations, manage lighting and irrigation time clocks, installing posters in wayfinding kiosks or any other project not requiring 'technical' expertise that can be carried out within reasonable methods by Vendor Team members.

1.10 Weed control. Kill and remove weeds and unwanted grass. Ambassadors shall spray weeds as needed with chemicals meeting all Federal, State and Municipal laws and regulations. Vendor shall meet all licensing requirements imposed by Federal, State or local authorities.

Task 2: Hospitality Ambassador Services

The Vendor shall provide the following Hospitality Ambassador Services within the BIZ Area. Per the guidance of DDP, Ambassadors shall collaborate with all other entities working in the public realm. Ambassadors shall enhance, not distract or disrupt the public's use of the public realm or adjacent properties. Depending on the nature of the safety issue, Ambassadors shall work with the Detroit Police Department's Downtown Services division or the Lighthouse community's security network (a coalition of 30 public and private security entities

active in downtown Detroit) to report illegal or aggressive behaviors occurring in the public realm. Ambassadors shall also collaborate with other contractors and service providers working within the BIZ Area. Furthermore, Ambassadors shall collaborate with DDP's Safety and Security Director to address recurring safety and security issues.

2.1 Ambassador patrols. Ambassadors shall be deployed on regular patrols throughout the BIZ Area in a manner that maximizes visibility and effectiveness. Task 2.1 shall include:

2.1.1 Hospitality patrols. The Vendor shall train Ambassadors to have knowledge of events and destinations and shall spend the majority of their time engaging the public to provide directions, transit instructions, venue assistance and general information. Above all else, Ambassadors must engage and interact with all people in downtown Detroit in a manner that is welcoming and inviting.

2.1.2 "Eyes and Ears" patrols. The Vendor shall develop and implement a deployment schedule for Ambassadors that maximizes visibility and public access throughout the BIZ Area. Ambassadors shall patrol on foot or using equipment such as a bicycle or Segway, allowing them to interact with businesses, employees, residents and visitors. Ambassador patrols shall serve as a deterrent for unwanted activities and monitor the condition of private properties and streetscape fixtures and report problematic conditions. Ambassadors shall document their normal daily activities, accomplishments and any issues that may be perceived as negative. Negative issues include, but are not limited to, graffiti, required repairs within the public realm or on private buildings, public intoxication, open containers, loitering, trespassing, public urination, aggressive panhandling, property damage, and deficient or hazardous systems, conditions or infrastructure. Ambassadors shall report and monitor negative items with the Vendor, DDP, and, as directed, other entities such as law enforcement, City, County, or social service agencies; or property owners/managers.

2.1.3 Public relations checks. Ambassadors shall make personal contact with a manager or designated supervisor at a minimum of four businesses per shift to inquire about issues or concerns. The duration of each contact shall be no more than five minutes unless warranted by a duty related issue. An Ambassador supervisor shall conduct immediate follow-up on any issue reported during the public relations check. A report of public relations checks shall be indicated in the Ambassador's daily activity report.

2.1.4 Information sharing and collection. Ambassadors may be utilized by DDP to share, distribute and collect information on local issues impacting the downtown Detroit environment.

2.1.5 First Aid and CPR administration. Ambassadors shall be trained on basic first aid and CPR and render such services when necessary.

2.2. Optional Ambassador Tasks to be deployed at the direction of DDP. At the request of DDP, the Vendor shall prepare a cost estimate, develop a plan, and execute the following optional Ambassador Tasks.

2.2.1 Panhandling intervention. Ambassadors shall be trained and engage in initiatives aimed at reducing panhandling. All Ambassadors shall handle situations in a firm, yet courteous, manner,

and shall follow established protocols for activating local outreach and law enforcement services as needed.

2.2.2 Homeless outreach services. In collaboration with DDP, Ambassadors shall follow established protocols for engaging homeless outreach services that connect downtown Detroit's homeless populations to support services. The goal of this Task is to ensure that downtown Detroit's homeless population is aware of the support networks that exist in Detroit and to provide them with the opportunity to connect with these services.

2.2.3 Safety escorts. Ambassadors shall follow established protocols and provide safety escorts to or from pre-established downtown destinations for business owners, employees, and residents as directed by Ambassador dispatch.

2.2.4 Vehicle assistance services. Ambassadors shall follow established protocol and provide vehicle assistance in the form of lockouts or battery jumps as directed by Ambassador dispatch.

2.2.5 Court witness services. Ambassadors shall follow established protocol for preparing clear, concise, and grammatically correct incident reports when warranted. Ambassadors shall also participate as witnesses in court hearings upon receipt of official summons by the local courts.

Task 3. Ambassador Program Infrastructure

3.1 Ambassador dispatch. In coordination with DDP, the Vendor shall design and implement a centralized Ambassador dispatch office and dispatching procedures. Ambassador dispatch shall monitor communications systems and detail daily schedules of routes, staffing plans, and for Services in the BIZ Area and the Contract Areas. The Vendor shall update the schedule based on events and other needs and submit revised schedules on a monthly basis to DDP for its review and approval. Among other Tasks, Ambassador dispatch shall deploy services described in Tasks 1.9 and 2.1 on demand.

3.2 Personnel. The Vendor shall procure all necessary personnel related to the deployment of the Services, a majority of whom shall be residents of the City of Detroit. The Vendor shall pay all salaries, insurance and expenses, federal social security taxes, Medicare taxes, federal and state unemployment taxes, and all other taxes relating to employees. DDP retains the right to reject any of the Vendor's personnel or request immediate replacement without cause.

3.2.1 Vendor's Representative and local manager. The Vendor shall retain a qualified individual based in Detroit to supervise all Vendor personnel and to serve as the primary contact for DDP staff. DDP reserves the right to interview the Vendor's Representative, review their references, and to reject the proposed Vendor's Representative or request immediate replacement of existing Vendor's Representative without cause.

3.2.2 Employment of Detroit residents. The Vendor shall recruit, train and retain a substantive number of Detroit residents, including individuals with challenges finding long-term employment, as Ambassador staff.

3.2.3 Employee screening and dismissal. The Vendor shall employ competent employees who are capable of performing their assigned tasks and duties during the assigned shift. The Vendor shall not knowingly employ nor contract with any person who repeatedly engages in misconduct or is incompetent or negligent in the due and proper performance of his or her duties. DDP reserves the right to require the Vendor to remove any employee who (as determined by DDP) displays misconduct toward persons or property, or is in any way discourteous to members of the public.

3.3 Training. The Vendor shall train all Ambassadors, including initial training and in-service training. The training provided by the Vendor shall include, but not be limited to, the following subject areas:

- a. Mission, background and structure of DDP and the BIZ
- b. Policies regarding personal conduct, attitude, etiquette, public relations and customer service
- c. Employee code of conduct, rules and regulations approved by DDP, including chain of command, protocol and responsibility
- d. OSHA, hazardous materials training and other safety practices
- e. Scheduling, assignments, and procedures
- f. Uniform requirements, maintenance, and appearance
- g. Equipment use, maintenance and machine operation
- h. Radio use and etiquette
- i. Incident and case management tools and reporting in a manner prescribed by the Vendor and DDP
- j. Written policies concerning legal responsibilities
- k. Street smarts, awareness, dealing with conflict, and cultural diversity
- l. Downtown geography, points of interest, businesses, attractions and services
- m. Building or streetscape maintenance obligations and enforcement actions involving the City of Detroit
- n. Panhandling intervention and techniques
- o. Ethics training
- p. First aid and CPR
- q. Workplace violence training and de-escalation
- r. Crisis response training:
 - a. How to use 911
 - b. What to do if you come into contact with a crisis situation
 - c. What is the Ambassador's role if involved in a crisis
 - d. Role as first responder (assess, notify, standby)
- s. Court Testimony

3.4 Equipment and supplies. Subject to DDP review and approval, the Vendor shall identify, procure and maintain all equipment necessary to deliver the Services described herein. All equipment shall be maintained in good working order throughout the Contract Term, including seasonal precautions such as winterization. The Vendor shall be solely responsible for damage to equipment and shall replace, at Vendor's expense, any equipment lost, stolen or destroyed. Any problems with the functioning of or damage to equipment that could impact Service delivery must be remedied by the Vendor and reported to DDP immediately. Visible supplies and equipment, including, but not limited to, trash receptacles,

trash receptacle wraps, machines and vehicles shall be branded with DDP's logo and colors subject to the review and approval of DDP. At the direction of DDP, the Vendor shall procure design services for branding equipment and supplies with DDP's colors and logo.

Such equipment shall include, but not be limited to, the following:

3.4.1 Communication system and devices. The Vendor shall establish a central phone number that ties into Ambassador dispatching and communications systems. Each Ambassador shall be deployed with a portable, rechargeable communication device equipped with a GPS tracking system. The communications device shall function in concert with and be coordinated with the communication equipment of public and private security forces within the BIZ Area.

3.4.2 Vehicles, machinery, supplies and other equipment. The Vendor shall procure equipment necessary for deployment of the Services including, but not limited to, the below illustrative list. Where possible, the Vendor shall procure vehicles, machinery, supplies and equipment that reduces environmental impact of the Service delivery, including procurement of rechargeable equipment and LEED certified cleaning supplies. Equipment branded with DDP's logo may be used both within the BIZ Area and in Contract Areas.

- a. Lobby pans and brooms
- b. Plastic - ideally biodegradable - industrial strength garbage liners
- c. Industrial strength general cleaning solutions (i.e.- de-greaser, all purpose cleaners, deodorizer)
- d. Brooms: 15" push brooms and street brooms
- e. Snow shovels and ice choppers
- f. Cleaning solvents
- g. Scrubbing pads and rags
- h. Scrub buckets, spray bottles, brushes
- i. Snow blowers
- j. Weed whackers/whips
- k. Front end loader
- l. Gators
- m. Leaf blowers
- n. Flatbed trucks
- o. Transport trucks/vans
- p. Power washing units
- q. Power sweepers
- r. Trash vehicles
- s. Bicycles or Segways
- t. Bicycle helmets
- u. Winter bicycling equipment
- v. Vehicle battery jump cables
- w. Temporary banners or safety cones required to deploy Services within the public realm

- x. Trash receptacle wraps
 - Inside BIZ Area: DDP and BIZ logo
 - Outside BIZ Area: DDP Environmental Maintenance Program Logo

3.5 Uniforms. All Ambassadors on duty shall properly wear the designated uniform with DDP's colors and logo consistent with design specifications agreed to between DDP and the Vendor. The Ambassador uniform shall not be used at any other time, except for the commute to and from work. The Vendor shall acquire, clean, maintain and replace uniforms at its own expense. The Vendor shall maintain the uniforms in a professional manner at all times and ensure proper display of the DDP brand at all times.

3.5.1 Uniform elements. Vendor shall maintain the uniform standards including, but not limited to, the below. All aspects of the uniform shall conform to these standards and be subject to DDP approval.

<u>BIZ Area</u>	<u>Contract Areas</u>
Basic uniform:	
a. Short sleeved, safety blue polo shirt with logo, DDP and BIZ name, 'Ambassador' and 'i' symbol	a. Short sleeved, safety yellow polo shirt with small logo and DDP name
b. Long sleeved, safety blue polo shirt with logo, DDP and BIZ name, 'Ambassador' and 'i' symbol	b. Long sleeved, safety yellow polo shirt with small logo and DDP name
c. Name tag	c. Name tag
d. Navy branded baseball cap	d. Yellow branded baseball cap
e. Navy shorts	e. Navy shorts
f. Navy pants	f. Navy pants
g. Black belt	g. Black belt
h. Black shoes	h. Black shoes
i. First aid kits	i. First aid kits
j. Work gloves	j. Work gloves

Seasonal items:	
a. Safety blue rain suit with logo, DDP name, 'Ambassador' and 'i' symbol	a. Safety yellow rain suit with small logo and DDP name
b. Fleece lined blue windbreaker with logo, DDP name, 'Ambassador' and 'i' symbol	b. Fleece lined yellow windbreaker with small logo and DDP name
c. Bright blue winter parka with logo, DDP name, 'Ambassador' and 'i' symbol	c. Bright colored winter parka with small logo and DDP name
d. Safety blue knit winter cap with 'i' symbol, logo and DDP and BIZ name	d. Safety yellow knit winter cap
e. Black winter gloves	e. Black winter gloves
f. DDP branded umbrella	

3.6 Ambassador Operations Center. Subject to DDP approval, the Vendor shall procure and maintain an Ambassador Operations Center and related furnishings that will serve as a base of operations for all Ambassadors. The Ambassador Operations Center shall include adequate office space; equipment

storage and maintenance areas; chemical, paint and cleaning product storage; uniform storage; employee parking; changing areas and restrooms.

The Ambassador Operations Center and its contents shall be maintained in acceptable condition at all times and shall be subject to DDP inspection at any time. The Vendor shall immediately report to DDP any problems with the function or performance of the Ambassador Operations Center that could impact Service delivery.

3.7 Program tracking and reporting. Subject to DDP review and approval, the Vendor shall design and implement a technologically efficient data collection system that tracks Ambassador performance, program costs, employee profiles and conditions impacting the downtown Detroit environment as described below. The system shall be equipped with photo taking capabilities and GPS. The goals of this system are to:

- a. Ensure that the Services are deployed with high levels of customer service, accountability and cost effectiveness
- b. Provide DDP and the Vendor with the opportunity to proactively identify means to improve program effectiveness, efficiencies and cost savings

3.7.1 Performance tracking and reporting. The Vendor shall track Ambassador performance and compile performance reports including, but not limited to, the following:

- a. Locations patrolled, frequencies of patrols and services performed while on patrol
- b. Number of trash bags collected and pounds of trash removed by location
- c. Number of incidents of graffiti removed
- d. Total number of interactions with the public, number by type of interactions, number by time of interaction, average number of interactions per Ambassador
- e. Number, value and services performed for on-call or special event work orders
- f. Comparisons of effectiveness of services in downtown Detroit compared to downtowns in other cities of similar size
- g. Annual comparisons of services delivered by category and task number as described in the Contract
- h. Environmental sustainability metrics to be determined with DDP
- i. List of businesses with who public relations checks have been conducted

3.7.2 Cost and budget tracking and reporting. The Vendor shall track Ambassador program costs and compile cost tracking reports including, but not limited to, the following:

- a. Labor, equipment and supplies expenses
- b. Budget tracking by task number as described in the Contract
- c. Program costs per unit delivered
- d. Cost estimates for new programs

3.7.3 Employment tracking and reporting. The Vendor shall track Ambassador staffing statistics and compile staffing reports including, but not limited to, the following:

- a. Number of employees and performance reviews of individual employees
- b. Number of hours logged by ambassador staff and average hours per ambassador
- c. Number of security ambassadors employed and average hours per security ambassador
- d. Written descriptions of training programs content
- e. Number of hours of individual training programs
- f. Training programs that individual employees have participated in
- g. Number of Detroit residents as a proportion of overall staff
- h. Number of employees participating in training programs for individuals with challenges finding long term employment
- i. Profiles of employees participating in training programs for individuals with challenges finding long term employment
- j. Number of employees participating in training programs for individuals with challenges finding long term employment recruited, trained and retained as ambassador staff

3.7.4 “Eyes and ears” patrols tracking and reporting. The Vendor shall track Ambassador observations regarding the quality of the downtown Detroit environment and compile “eyes and ears” patrol reports including, but not limited to, the following:

- a. Streetscape and public realm conditions, including problematic conditions that require coordinated actions involving DDP and City agencies
- b. Conditions on private property within view of the public realm
- c. Number of storefronts and storefront vacancies
- d. Number and location of interactions with panhandlers and homeless people

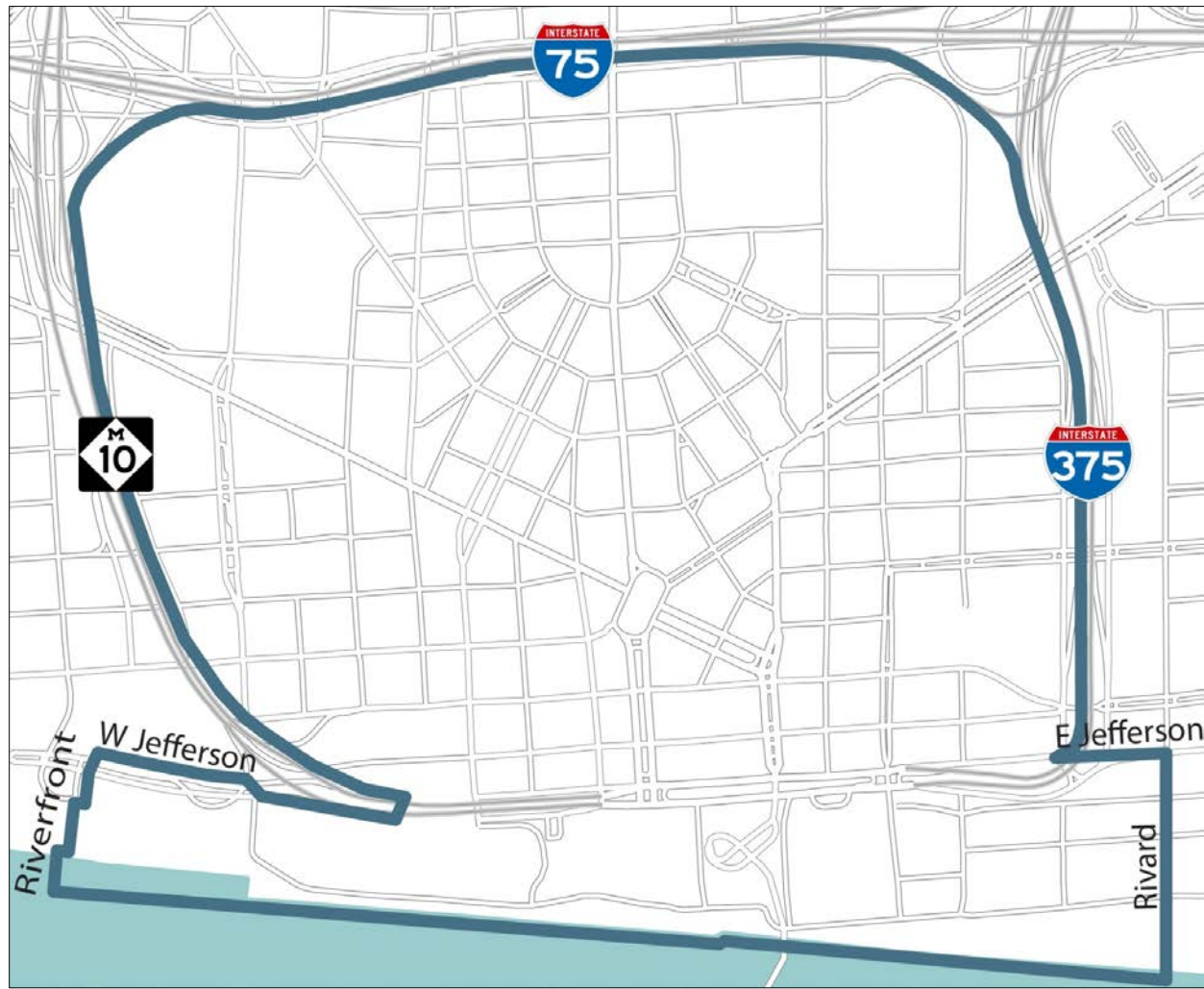
3.8 Photos, reports and records. At DDP’s request, the Vendor shall take photos during its normal course of business. Photo subjects may include Ambassadors delivering services, photos of sites within the BIZ Area or within Contract Areas, or deploying Services during events. Such photos may be used for public awareness or marketing purposes and shall become the property of DDP which shall have sole discretion over its use.

3.9 Attendance and materials production for meetings of DDP Board of Directors, BIZ Board of Directors, and other organizations. If requested by the DDP, the Vendor shall attend meetings of the DDP Board of Directors, the BIZ Board of Directors or other organizations. At the direction of DDP, the Vendor shall also prepare ambassador performance related materials in anticipation of these meetings. Such materials may be required to inform board members about challenges in deploying services so that solutions can be identified collaboratively.

3.10 Annual audit participation. If requested by DDP, the Vendor shall prepare materials and data related to annual audits prepared by DDP, DDI and the BIZ.

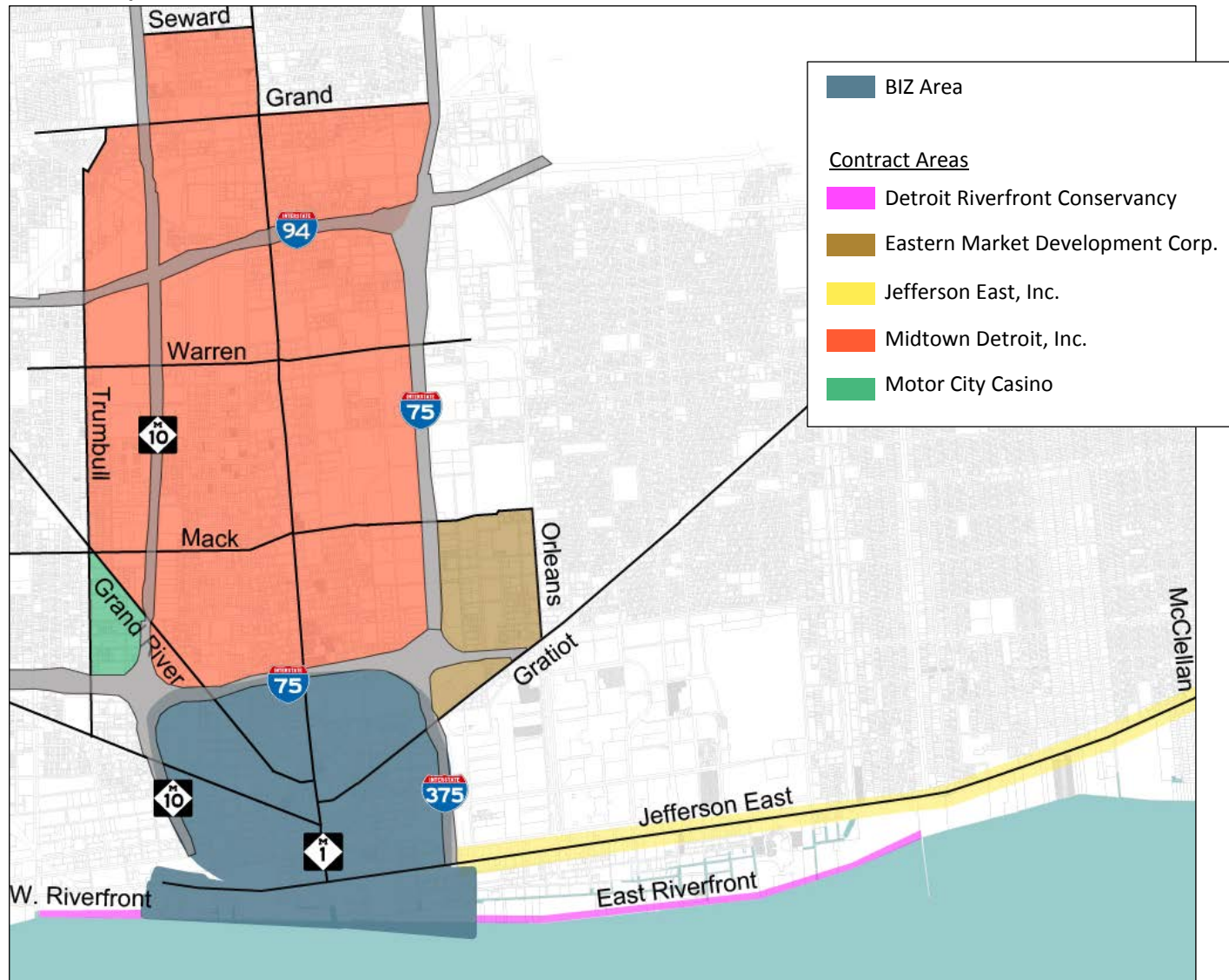
Appendix A

Exhibit 2: Map of BIZ Area in downtown Detroit, MI



Appendix A

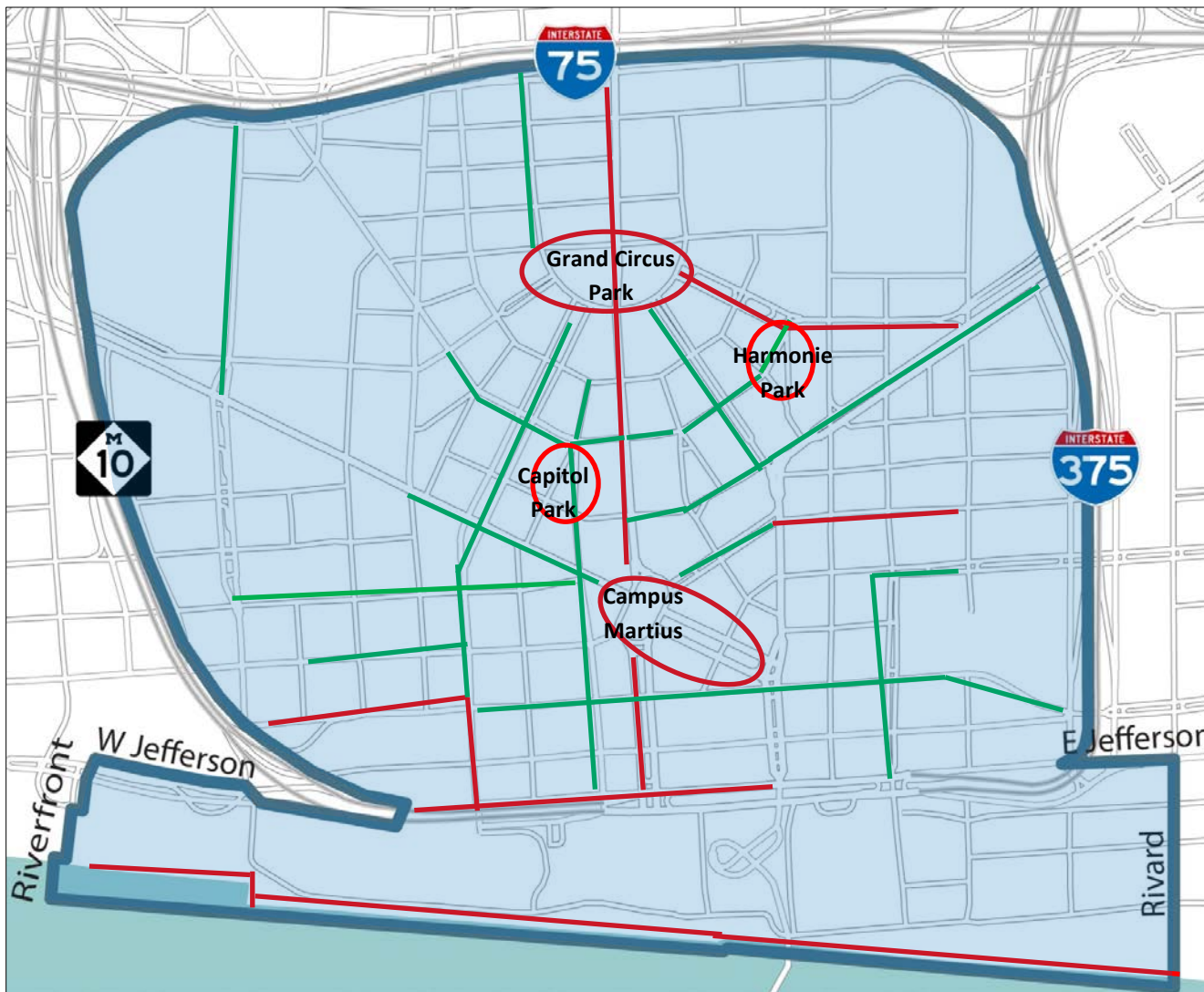
Exhibit 3: Map of Contract Areas



Appendix B: Levels of Environmental Maintenance Services within BIZ Area

Task (p. 36-37)	BIZ Area (refer to map on next page)			Contract Areas				
	Base	Primary	Secondary	Detroit Riverfront Conservancy	Eastern Market Devp. Corp.	Jefferson East, Inc.	Midtown Detroit, Inc.	Motor City Casino
1.1	2-3x weekly	5-7x weekly	3-5x weekly	5-7x weekly	As requested	3-5x weekly	5-7x weekly	2-3x weekly
1.2	2-3x weekly	5-7x weekly	3-5x weekly	5-7x weekly	As requested	5-7x weekly	5-7x weekly	2-3x weekly
1.3	2x annually	4x annually	2x annually	2-3x weekly	2-3x weekly	As requested	n/a	n/a
1.4	2-3x weekly	5-7x weekly	3-5x weekly	5-7x weekly	As requested	As requested	n/a	n/a
1.5	2-3x weekly	5-7x weekly	3-5x weekly	5-7x weekly	As requested	As requested	n/a	n/a
1.6	Within 72 hours	Within 24 hours	Within 48 hours	Within 24 hours	As requested	As requested	As requested	As requested
1.7	Per DDP instructions	Per DDP instructions	Per DDP instructions	n/a	n/a	n/a	n/a	n/a
1.8	5-7x weekly	5-7x weekly	5-7x weekly	n/a	n/a	n/a	n/a	n/a
1.9	Within 72 hours	Within 24 hours	Within 48 hours	Within 24 hours	As requested	As requested	As requested	As requested
1.10	2x annually	1x annually	n/a	n/a	n/a	n/a	n/a	n/a

Note: This chart is illustrative of services currently provided by DDP's Clean Downtown program. All frequencies are subject to changes, including daily adjustments based on weather and seasonal conditions.



Note: This map accompanies the chart on Page 47. It is illustrative of current services provided by DDP's Clean Downtown program. All frequencies are subject to changes, including daily adjustments based on weather and seasonal conditions.

- Base services
- Primary services
- Secondary services

Appendix C: Typical Events Requiring Ambassador Services

1. Events inside BIZ Area require Services described in Tasks 1, 2.1, and 3.
2. Contract Areas and events require Services described in Tasks 1 and 3.
3. Services for all events shall be billed at an hourly rate.
4. This list is illustrative and is subject to change.

Month	Event	Location
January	North American Int'l Auto Show	BIZ Area
	Campus Martius Park events	BIZ Area
February	Motown Winter Blast	BIZ Area
	Campus Martius Park events	BIZ Area
March	St. Patrick's Day Parade	Outside BIZ Area
	Marche Du Nain Rouge	Outside BIZ Area
	Campus Martius Park events	BIZ Area
April	CBS Radio Opening Day	BIZ Area
	Detroit Prayer Walk	BIZ Area
	Campus Martius Park events	BIZ Area
May	Electronic Music Festival	BIZ Area
	Detroit Belle Isle Grand Prix	Outside BIZ Area
	Metro Detroit Heart Walk	BIZ Area
	Campus Martius Park events	BIZ Area
June	Detroit River Days	BIZ Area + Outside BIZ Area
	Detroit Fireworks	BIZ Area + Outside BIZ Area
	Campus Martius Park events	BIZ Area
July	Gold Cup Races	Outside BIZ Area
	Campus Martius Park events	BIZ Area
August	Detroit International Jazz Festival	BIZ Area
	Campus Martius Park events	BIZ Area
September	Campus Martius Park events	BIZ Area
October	Detroit Free Press Marathon	BIZ Area + Outside BIZ Area
	Breast Cancer Walk	BIZ Area
	Campus Martius Park events	BIZ Area
November	Campus Martius Park Annual Tree Lighting	BIZ Area
	Thanksgiving Day Parade	BIZ Area + outside BIZ Area
	Campus Martius Park events	BIZ Area
December	Campus Martius Park events	BIA Area

Appendix D: Sample Fee and Cost Schedules

Note: Applies to Short Listed Respondents Only

1. The Short Listed Respondent shall complete and submit a Fee and Cost Schedule, substantially in the form of the “Sample Fee and Cost Schedule” on the following pages.
2. The submitted Fee and Cost Schedule should cover all Services and Tasks described in the RFP and the Contract Draft that shall provide a breakdown of staff, equipment and materials costs required to deliver the Services.
3. Please be sure that you submit your fee and cost schedule in a separate envelope as part of your Stage 2 submission.
4. Completion of columns for 2016 and 2017 shall constitute Vendor’s offer to extend contract terms through 2016 and 2017. Extension of the contract will be DDP’s sole option.
5. Complete three individual Fee and Cost Schedule for Services as follows:
 - a. **1.0 Fee and Cost Schedule for Services within the BIZ Area**
 - b. **2.0 Fee and Cost Schedule for Services within the Contract Areas**
 - c. **3.0 Fee and Cost Schedule for hourly Environmental Maintenance Ambassador Services for events**

1.0 Fee and Cost Schedule for Services within the BIZ Area (including Tasks 1, 2.1, and 3)

1.1 BIZ Area labor costs. Estimate labor costs for Services within the BIZ Area only. Do not include overhead fees in hourly pay rates.

QTY	CLASSIFICATION	AVG HOURS PER MONTH	RATE PER HOUR	2015 MONTHLY COST	2016 PROJECTED MONTHLY TOTAL	2017 PROJECTED MONTHLY TOTAL
	FULL TIME	\$	\$	\$	\$	\$
	MANAGER	\$	\$	\$	\$	\$
	SUPERVISOR	\$	\$	\$	\$	\$
	AMBASSADOR STAFF	\$	\$	\$	\$	\$
	PART TIME	\$	\$	\$	\$	\$
	MANAGER	\$	\$	\$	\$	\$
	SUPERVISOR	\$	\$	\$	\$	\$
	AMBASSADOR STAFF	\$	\$	\$	\$	\$
	OTHER STAFF	\$	\$	\$	\$	\$
	DISPATCH	\$	\$	\$	\$	\$
	OTHER INDICATE HERE	\$	\$	\$	\$	\$
	OTHER INDICATE HERE	\$	\$	\$	\$	\$
TOTAL MONTHLY LABOR COST				\$	\$	\$

1.2 Payroll related costs. Estimate payroll related costs for Services within the BIZ Area only. Do not include overhead fees in rates.

	% RATE	2015 MONTHLY COST	2016 PROJECTED MONTHLY TOTAL	2017 PROJECTED MONTHLY TOTAL
FICA		\$	\$	\$
WORKERS COMP		\$	\$	\$
MEDICARE		\$	\$	\$
FED UNEMPLOYMENT		\$	\$	\$
STATE UNEMPLOYMENT		\$	\$	\$
BENEFITS		\$	\$	\$
HOLIDAY PAY		\$	\$	\$
OTHER INDICATE HERE		\$	\$	\$
TOTAL MONTHLY PAYROLL RELATED COSTS		\$	\$	\$

1.3 Supplies and equipment. Estimate costs for supplies and equipment within the BIZ Area only. Please submit breakdowns for each category separately.

	2015 MONTHLY COST	2016 PROJECTED MONTHLY COST	2017 PROJECTED MONTHLY COST
EQUIPMENT	\$	\$	\$
EQUIPMENT REPAIR AND MAINTENANCE	\$	\$	\$
DISPATCH AND COMMUNICATION EQUIPMENT	\$	\$	\$
AMBASSADOR OPERATIONS CENTER	\$	\$	\$
OFFICE SUPPLIES AND EQUIPMENT	\$	\$	\$
UNIFORMS	\$	\$	\$
UTILITIES (WATER AND ELECTRICITY)	\$	\$	\$
DUMPSTER / DUMPING FEE	\$	\$	\$
FUEL	\$	\$	\$
OTHER INDICATE HERE	\$	\$	\$
TOTAL MONTHLY SUPPLIES AND EQUIPMENT COST		\$	\$

1.4 Total direct monthly cost (sum of parts 1.1, 1.2, and 1.3)

	2015 MONTHLY COST	2016 PROJECTED MONTHLY COST	2017 PROJECTED MONTHLY COST
TOTAL DIRECT MONTHLY COSTS	\$ _____	\$ _____	\$ _____

1.5 Vendor management fee

% RATE	2015 MONTHLY COST	2016 PROJECTED MONTHLY COST	2017 PROJECTED MONTHLY COST
_____	\$ _____	\$ _____	\$ _____

1.6 Total monthly price (sum of parts 1.4 and 1.5)

	2015 MONTHLY PRICE	2016 PROJECTED MONTHLY PRICE	2017 PROJECTED MONTHLY PRICE
TOTAL MONTHLY PRICE	\$ _____	\$ _____	\$ _____

1.7 Annual price. Assume contract execution April 1, 2015.

	2015	2016	2017
TOTAL ANNUAL PRICE	\$ _____	\$ _____	\$ _____

2.0 Fee and Cost Schedule for Services within the Contract Areas (Tasks 1 and 3 ONLY)

2.1 Contract Areas labor costs. Estimate labor costs for Services within the Contract Areas as a whole only. Do not include overhead fees in hourly pay rates.

QTY	CLASSIFICATION	AVG HOURS PER MONTH	RATE PER HOUR	2015 MONTHLY COST	2016 PROJECTED MONTHLY TOTAL	2017 PROJECTED MONTHLY TOTAL
	FULL TIME	\$	\$	\$	\$	\$
	MANAGER	\$	\$	\$	\$	\$
	SUPERVISOR	\$	\$	\$	\$	\$
	AMBASSADOR STAFF	\$	\$	\$	\$	\$
	PART TIME	\$	\$	\$	\$	\$
	MANAGER	\$	\$	\$	\$	\$
	SUPERVISOR	\$	\$	\$	\$	\$
	AMBASSADOR STAFF	\$	\$	\$	\$	\$
	OTHER STAFF	\$	\$	\$	\$	\$
	DISPATCH	\$	\$	\$	\$	\$
	OTHER INDICATE HERE	\$	\$	\$	\$	\$
	OTHER INDICATE HERE	\$	\$	\$	\$	\$
TOTAL MONTHLY LABOR COST				\$	\$	\$

2.2 Payroll related costs. Estimate payroll related costs for Services within the Contract Areas as a whole only. Do not include overhead fees in rates.

	% RATE	LABOR COST	2015 MONTHLY COST	2016 PROJECTED MONTHLY TOTAL	2017 PROJECTED MONTHLY TOTAL
FICA		\$	\$	\$	\$
WORKERS COMP		\$	\$	\$	\$
MEDICARE		\$	\$	\$	\$
FED UNEMPLOYMENT		\$	\$	\$	\$
STATE UNEMPLOYMENT		\$	\$	\$	\$
BENEFITS		\$	\$	\$	\$
HOLIDAY PAY		\$	\$	\$	\$
OTHER INDICATE HERE		\$	\$	\$	\$
TOTAL MONTHLY PAYROLL RELATED COSTS			\$	\$	\$

2.3 Supplies and equipment. Estimate costs for supplies and equipment within the Contract Areas as a whole only. Please submit breakdowns for each category separately.

	2015 MONTHLY COST	2016 PROJECTED MONTHLY COST	2017 PROJECTED MONTHLY COST
EQUIPMENT	\$ _____	\$ _____	\$ _____
EQUIPMENT REPAIR AND MAINTENANCE	\$ _____	\$ _____	\$ _____
COMMUNICATION EQUIPMENT	\$ _____	\$ _____	\$ _____
AMBASSADOR OPERATIONS CENTER	\$ _____	\$ _____	\$ _____
OFFICE SUPPLIES AND EQUIPMENT	\$ _____	\$ _____	\$ _____
UNIFORMS	\$ _____	\$ _____	\$ _____
UTILITIES (WATER AND ELECTRICITY)	\$ _____	\$ _____	\$ _____
DUMPSTER / DUMPING FEE	\$ _____	\$ _____	\$ _____
FUEL	\$ _____	\$ _____	\$ _____
OTHER INDICATE HERE	\$ _____	\$ _____	\$ _____
TOTAL MONTHLY SUPPLIES AND EQUIPMENT COST	\$ _____	\$ _____	\$ _____

2.4 Total direct monthly cost (sum of parts 2.1, 2.2, and 2.3) for services within the Contract Areas as a whole

	2015 MONTHLY COST	2016 PROJECTED MONTHLY COST	2017 PROJECTED MONTHLY COST
TOTAL DIRECT MONTHLY COSTS	\$ _____	\$ _____	\$ _____

2.5 Vendor management fee

% RATE	2015 MONTHLY COST	2016 PROJECTED MONTHLY COST	2017 PROJECTED MONTHLY COST
_____	\$ _____	\$ _____	\$ _____

2.6 Total monthly price (sum of parts 2.4 and 2.5)

	2015 MONTHLY PRICE	2016 PROJECTED MONTHLY PRICE	2017 PROJECTED MONTHLY PRICE
TOTAL MONTHLY PRICE	\$ _____	\$ _____	\$ _____

2.7 Annual price. Assume contract execution April 1, 2015.

	2015	2016	2017
TOTAL ANNUAL PRICE	\$ _____	\$ _____	\$ _____

3.0 Fee and Cost Schedule for hourly Environmental Maintenance Ambassador Services for **events** (Task 1 and 3 ONLY)

3.1 Contract Areas labor costs. Estimate labor costs for Services within the Contract Areas as a whole only. Do not include overhead fees in hourly pay rates.

QTY	CLASSIFICATION	RATE PER HOUR
_____	FULL TIME	\$ _____
_____	MANAGER	\$ _____
_____	SUPERVISOR	\$ _____
_____	AMBASSADOR STAFF	\$ _____
_____	PART TIME	\$ _____
_____	MANAGER	\$ _____
_____	SUPERVISOR	\$ _____
_____	AMBASSADOR STAFF	\$ _____
_____	OTHER STAFF	\$ _____
_____	DISPATCH	\$ _____
_____	OTHER INDICATE HERE	\$ _____
_____	OTHER INDICATE HERE	\$ _____
TOTAL HOURLY LABOR COST		\$ _____

3.2 Payroll related costs. Estimate payroll related costs for Services within the Contract Areas as a whole only. Do not include overhead fees in rates.

	% RATE	LABOR COST
FICA	_____	\$ _____
WORKERS COMP	_____	\$ _____
MEDICARE	_____	\$ _____
FED UNEMPLOYMENT	_____	\$ _____
STATE UNEMPLOYMENT	_____	\$ _____
BENEFITS	_____	\$ _____
HOLIDAY PAY	_____	\$ _____
OTHER INDICATE HERE	_____	\$ _____
TOTAL HOURLY PAYROLL RELATED COSTS		\$ _____

3.3 Supplies and equipment. Estimate costs for supplies and equipment for Environmental Maintenance Services provided at events.

TOTAL HOURLY COST FOR SUPPLIES AND EQUIPMENT \$ _____

3.4 Total direct hourly cost (sum of parts 3.1, 3.2, and 3.3) for services at events

TOTAL DIRECT MONTHLY COSTS \$ _____

3.5 Vendor management fee

_____ \$ _____

3.6 Total hourly price (sum of parts 3.4, 3.5, and 3.6)

TOTAL HOURLY PRICE \$ _____