



Downtown Detroit Street and Parks Landscaping Program Request for Proposals

Issue Date: January 11, 2019

Pre-Proposal Meeting: January 17, 2019

Question Deadline: February 1, 2019

Submission Deadline: February 8, 2019

RFP Overview:

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 landscaping services in downtown Detroit. The Services to be performed are outlined below, along with the anticipated dates for execution of a contract with the selected Vendor.

Respondents are required to submit firm qualifications, detailed technical and financial proposals, including fee and cost schedules and other applicable information set forth in this RFP. DDP will evaluate these Submissions. Based on the responses to this RFP and the selection criteria listed herein, DDP will select a Vendor to provide the Services.

The selected 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. 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 and the selected Vendor. **Nevertheless, Respondents should review the Contract Draft and be familiar with all the terms and conditions set forth therein prior to submitting your proposal. Any exceptions shall be noted in the vendor's submission.**

DDP reserves the right, at its discretion, from time to time, to postpone the date for proposal submission and contract execution. In the event of a postponement, **Respondents will be notified by email to the email address provided in the submission.**



Program Outcomes

Successful implementation of the Downtown Detroit Landscaping 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. Reliable and accurate systems tracking;
3. Ongoing implementation of environmentally and fiscally sustainable practices in the daily implementation of the program; and
4. Service deployment in an expert and professional manner at all levels.

Relationship between DDI, DDP and the Downtown Detroit BIZ

Detroit Downtown, Inc. (“DDI”) is an affiliate of DDP. DDI will contract with the Vendor for the Services. Funding for the Services in downtown Detroit is primarily generated by the Downtown Detroit BIZ, a special assessment district approved by 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.

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

Program Information

Name of Program: Downtown Detroit Street and Parks Landscaping Program

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 (see map provided in Appendix A, Exhibit 2).

Type of Services: Implementation and ongoing management of an urban street and parks landscape maintenance program, as more specifically described in the Contract (Appendix A).

Vendor Information

Type of Vendor: Provider of outdoor street and park landscape services in contexts similar to the BIZ Area.

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. DDP shall award one contract for management and oversight of all functions described in the Scope of Services. If a partnership is established, Vendor must have a primary contracting entity.



Contract Information

Anticipated Contract Execution Date: February 28, 2019

Anticipated Contract Term: Two (2) year with option for 1 year extension

Anticipated Contract Form: Lump Sum Not to Exceed

General Experience Required

In general, the Vendor Team shall be collectively experienced in the following, as evidenced in the submission:

1. Demonstrated ability to perform outdoor public space, street median, and park landscaping; including coordinating, scheduling, management, procurement of equipment and supplies;
2. Demonstrated ability of monitoring, reporting effectively with the customer and proof of superior attention to detail;
3. Working in highly visible public environments with accountability to multiple stakeholders;
4. Providing services with a high level of customer service, including national best practices of monitoring and reporting;
5. Devising innovative solutions to proactively address problems and flexibility in redesigning programs to be responsive to changing conditions over time;
6. Recruiting staff and purchasing equipment and supplies with the objective of supporting locally-based employees and companies.

Selection Criteria

Criteria on which DDP will base its selection may include, but is not limited to, the following:

1. Evidence that the Vendor Team retains the capacity to perform the full Scope of Services being proposed. DDP will only consider proposals from Vendor Teams that have a cumulative of the following:
 - a. A minimum of five years' experience operating street and park landscaping programs in an urban business improvement district/zone, airport, major shopping mall or campus used by the general public, and
 - b. Existing contracts for street landscaping programs in properties or areas of similar scope or size to Downtown Detroit



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;
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. Evidence that the Vendor Team has experience coordinating with multiple public and private entities in current and former projects;
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; and
6. Evidence that the Vendor Team has successfully implemented a sustainable solution on a similar job site or can provide reasonable solution that can be implemented on this project;
7. Respondent’s full understanding and ability to perform the Services;
8. The quality of the Respondent’s team and cumulative experience in the General Experience Required section above, as well as demonstrated experience with or ability to:
 - Monitoring quality control and accurate reporting on the frequency of services delivered;
 - Providing high-quality customer service and building relationships with members of the business community;
 - Resolve problems quickly and creatively;
 - Commit its personnel and, as applicable, the personnel of the proposed Vendor Team members, without transfers or changes;
 - Demonstrate evidence of the Respondent’s fiscal and corporate solvency with the ability to deliver services throughout the Contract Term;
 - Favorable history, if any, in contracting or doing business with DDP;
 - Propose competitive fee and cost schedules; and
 - Presenting recommendations that will enhance the quality of its landscape program, reduce maintenance costs, or both.



General Requirements

Respondents should refer to the Contract Draft (Appendix A) for the exact language of the provisions referred to in the foregoing paragraphs.

Services to Be Performed

This RFP is for the provision of street and parks landscaping services in several locations within the City of Detroit, Michigan, the Downtown Detroit Landscape Program (see map in Appendix A, Exhibit 2). The Vendor shall maintain a high standard of quality implementing services they will propose as an industry expert and are encouraged to use Tasks as recommended in the Scope of Services (Appendix A, Exhibit 1) as a guide.

The Scope of Services includes the new design, implementation, maintenance, and on-going refinement, of parks and street landscaping services within the BIZ Area depicted in Appendix A, Exhibit 2. The Scope of Services also includes ongoing monitoring, reporting and program adjustments in order to provide the best customer service to DDP and other stakeholders.

An Optional Scope of Services is included in Appendix A, Exhibit 3.

Staffing

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. Each Respondent shall submit resumes of its personnel and those of its Subcontractors who will supervise the delivery of the Services. The Respondent, if selected, will be expected to use substantially the same personnel and Subcontractors described in the. 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.

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.



Person in Charge. In its Submission, the 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.

Compensation

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

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.

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 therefore. Invoices may not be submitted more than once per month. All Invoices shall be subject to DDP's review, verification and approval. 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.

Sales and Use Tax. DDP is exempt from state and local sales and use taxes. SUCH TAXES SHALL NOT BE INCLUDED IN PROPOSALS or in invoices submitted under the Contract. 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.

Contract Conditions

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.

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:



- shall defend, indemnify and hold harmless DDP, DDI and the BIZ against any claims or damages relating to its acts and omissions;
- 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;
- shall maintain insurance (as specified in Appendix B 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;
- shall be licensed to conduct business in the State of Michigan;
- 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
- shall agree to Wayne County as the venue in any legal action or proceeding between the Vendor and DDP.

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.

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.

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:

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;



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

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

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

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

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.

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.

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.

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.

Modifications, Questions and Selection Process

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.

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). All questions and requests for clarifications must be submitted no later than the close of business on February 1, 2019. Any questions or requests for clarifications received after will not be answered.

A pre-proposal meeting will be held on January 17, 2019 at 2:00 PM at the offices of the Downtown Detroit Partnership. All respondents are encouraged to attend. All questions and answers from this meeting will be posted onto the website referenced above.

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.

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.

Interviews, if any, will be held after review of the original submissions and may be held with any or all Respondents.

DDP will review the Submissions submitted by the Respondents in their totality. The selected Respondent, if any, will be a Respondent whose proposal is most advantageous to DDP's goals. See above for an explanation of the criteria on which DDP will base its selection.

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.

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.

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.

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.

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.



Submission Requirements

One Proposal Inclusive of:

- I. Vendor Team Qualifications
- II. Technical Proposal for Downtown Detroit Parks and Landscaping Program
- III. Price Proposal for Downtown Detroit Parks and Landscaping Program
- IV. Optional Scope - Separate Proposal for General Services

Submission Deadline:

- **Date:** February 8, 2019
- **Time:** 4:00pm EST
- **Method:** Softcopy PDF by email to proposals@downtowndetroit.org

Contact Person:

Name: Ryan Epstein

Mailing Address:

Downtown Detroit Partnership
One Campus Martius
Suite 380, Detroit MI 48226

Email Address:

ryan.epstein@downtowndetroit.org

I. Vendor Team Qualifications

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 2015 to date;
- 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.
- Existing workload for 2019

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).

Experience and References. Evidence of the experience should be demonstrated through:

- Written description of urban landscaping philosophy as it relates to landscaping design, maintenance, operations, environmental sustainability, etc.;
- Written descriptions, with supporting photos and graphics, of three (3) to five (5) examples of services currently provided by the Vendor Team that are similar in context to downtown Detroit. For each description, please include a reference contact name, email address and phone number and photograph;
- List of 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 (3) 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.

Respondents should also:

- Provide a description of the Vendor Team's experience in the City of Detroit and in Michigan (if any);
- List public, private or non-profit organizations in the Detroit metropolitan area with whom members of the Vendor Team currently has contracts; and



- Disclose any pending litigation to which any member of the Vendor Team is a party.

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.

II. Technical Proposal for Downtown Detroit Parks and Landscaping Program

Needs Analysis and Landscape and Park Services Plan. Provide an initial plan/evaluation of existing properties and the plan for scope of services for Year 1 of the contract period. Include proposed levels of services and costs associated for each various typology of landscaping (i.e. median, tree pit, sidewalk planter, park planter, service drive) in the service area. See Appendix A, Exhibit 4 for a proposal cost sheet template.

Provide a plan for the duration of the contract to annually evaluate the prior year and identify any areas of improvement or changes to the Scope of Services and to make recommendations to increase/expand services within the BIZ boundary; implement a new sustainable solution; Infrastructure improvement; or other items the Vendor deems relevant.

Uniforms. Provide a realistic solution to market the Business Improvement Zone Brand while still maintaining your respective firm's branding

Reporting, Tracking and Trend Reporting. Provide a methodology for tracking and reporting all data and work performed.

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

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.

Implementation Timeline. Provide a timeline showing the sequence of steps from award notification to the launch of the Street and Parks Landscaping Program.

Warranties. Please provide a list of warranties per material.



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

- 1) That the respondent has examined all parts of this RFP, including the Contract Draft and the Scope of Services.
- 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.

III. Price Proposal for Downtown Detroit Parks and Landscaping Program

The cost proposal should articulate the methodology the Respondent uses for their respective billing.

An example template is available in Appendix A, Exhibit 4.

Woodward planters should be priced out per planter between Campus Martius and Park Avenue.

IV. Optional Scope - Separate Proposal for General Services

For Optional Scope as described in Appendix A, Exhibit 3, time and materials (T/M) rates should be provided broken out by service type for both regular service and emergency service as described.

An example template is available in Appendix A, Exhibit 4.



Appendices

Appendix A

Contract Draft

AGREEMENT

This Agreement ("Agreement") is made this ___ day of _____, 2019, by and between Detroit Downtown, Inc., a Michigan nonprofit corporation ("DDI"), whose address is 600 Renaissance Center, Suite 1740, Detroit, Michigan 48243, and INSERT COMPANY NAME ("Contractor"), whose address is _____, _____. DDI and Contractor are sometimes collectively referred to in this Agreement as the "Parties".

The circumstances underlying the execution of this Agreement are as follows:

- A. DDI is an affiliate of Downtown Detroit Partnership, Inc. ("DDP").
- B. DDI also provides certain services to accomplish the purposes of the Downtown Detroit Business Improvement Zone, a Michigan public body corporate ("BIZ").
- C. On or about _____, 2018 DDI issued a Request for Proposals (the "RFP"), pursuant to which DDI requested proposals for street landscape maintenance (as more particularly described in the RFP, the "Program").
- D. Contractor submitted a Proposal dated _____, 2018 (the "Proposal") pursuant to the RFP, and subject to the terms of this Agreement, DDI has selected Contractor to perform the services and provide the materials and equipment called for in the Program.
- E. The RFP and the Proposal, together with any revisions, exceptions or additions contained in Section 1.2 below, are collectively referred to as the "RFP Documents" and are hereby incorporated herein by reference.
- F. The Parties desire to set forth the terms and provisions which will govern Contractor's work in the Program.

THEREFORE, the Parties agree as follows:

I. SCOPE OF SERVICES

1.1 Description of Specific Responsibilities. Contractor shall perform for DDI the Services and provide the materials and equipment described in the RFP Documents (the "Services"). Any changes to the scope of Services must be in writing and signed by both Parties.

1.2 Mode and Manner of Providing Services. Contractor shall provide all Services in a professional and diligent manner and in accordance with the terms of the RFP Documents, subject to the following revisions, exceptions or additions to the RFP Documents:

II. PAYMENT

1.1 Compensation. As compensation for the Services, DDI will pay Contractor the amounts set forth in the RFP Documents. Such amounts shall be payable within thirty (30) days following DDI's receipt a correct written invoice stating the Services provided by Contractor. If a time for payment for a particular element of the Services is not specified in the RFP Documents, an invoice for such payment shall be submitted to DDI on the first day of the month following completion of such element of the Services.

1.2 Waivers of Lien. At DDI's request and as a prerequisite to payment, Contractor shall submit a sworn statement and construction lien waivers to DDI covering the Services for which Contractor is seeking payment. Final waivers of lien shall be delivered to DDI as a prerequisite to final payment to the Contractor.

III. TERM AND TERMINATION

3.1 Term. This Agreement shall be effective as of _____, 2016 (the "Effective Date"). This Agreement shall be in effect from the Effective Date through and including _____, 2020, unless terminated prior to that date in accordance with Section 3.2 below.

3.2 Termination.

3.2.1 Either Party may terminate this Agreement should the other Party fail substantially to perform in accordance with the terms of this Agreement and such failure shall continue without a cure for a period of seven (7) days after written notice from the Party initiating the termination.

3.2.2 DDI may terminate this Agreement (in whole or in part) upon not less than seven (7) days' written notice to Contractor for DDI's convenience and without cause. DDI also may elect not to renew the Services in accordance with the terms of the RFP Documents.

3.2.3 In the event of termination or non-renewal of this Agreement, Contractor, as its sole and exclusive remedy, shall be compensated for Services actually performed prior to termination or non-renewal.

IV. INSURANCE AND INDEMNIFICATION

4.1 Insurance. Contractor shall, at its own expense, beginning no later than the Effective Date, carry and maintain the insurance policies and coverages specified in Appendix B to the RFP. Such policies



and coverages shall conform and be maintained in accordance with the terms set forth in Appendix B to the RFP (with Contractor being the “Vendor” and DDI being the “Client” in such Appendix).

4.2 Indemnification. Contractor shall indemnify, defend, and hold harmless DDI, DDP, the BIZ and other parties as set forth in Appendix B to the RFP (with Contractor being the “Vendor” and DDI being the “Client” in such Appendix).

V. GENERAL PROVISIONS

5.1 Independent Contractor Status. Within the meaning of all applicable federal, state and municipal laws, rules and regulations, the relationship of Contractor to DDI shall be deemed to be that of independent contractor and nothing herein shall be construed as creating any employment relationship. Contractor acknowledges that neither Contractor nor any of its employees are employees of DDI. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship was and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. In no event shall either Party be liable for the debts or obligations of the other of them except as otherwise specifically provided in this Agreement. The terms of this Section 5.1 shall survive the termination of this Agreement.

5.2 Taxes and Withholding. As an independent contractor, Contractor shall be solely responsible for complying with all federal, state and municipal laws, rules and regulations, including, without limitation, reporting the compensation described in this Section II to applicable taxing authorities, withholding of federal income taxes, state income taxes, FICA and FUTA taxes and other payroll deductions, and all premiums or payments made for workmen’s compensation coverage, overtime, unemployment benefits or any other payments required by law to be made by Contractor. Contractor shall timely file all applicable state, federal or local tax returns.

5.3 Governing Law; Venue. This Agreement is deemed to be made under and shall be construed according to the laws of the State of Michigan without regard to provisions relating to conflict of laws. Any action involving this Agreement shall be brought and maintained solely in Wayne County circuit court or a Federal court sitting in Detroit, Michigan.

5.4 Assignment. Neither Party shall assign this Agreement or any part thereof without consent of the other; provided, however, that DDI may collaterally assign this Agreement to an affiliate, including DDP.

5.5 Waiver. A waiver by either Party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All rights, remedies, undertakings or obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other right, remedy, undertaking or obligation of either Party.



5.6 Severability. If and to the extent that any court of competent jurisdiction holds any provision or part thereof of this Agreement to be invalid or unenforceable in a final non-appealable order, such holding shall in no way affect the validity of the remainder of this Agreement.

5.7 Entire Agreement; Amendments. This Agreement, including the RFP Documents incorporated herein, contains the entire agreement between Contractor and DDI with respect to the transactions contemplated herein, and supersedes all previous written and oral negotiations, commitments and understandings. Its terms shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties and making specific reference to this Agreement.

5.8 Compliance with Law. Contractor shall comply with all applicable local, state and federal laws, and with all applicable court, government agency and other orders, that govern Contractor's performance of the Services.

5.9 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when hand delivered, mailed by first class mail or registered overnight courier to the addresses listed on the first page of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed on the dates indicated below.

DDI:
DOWNTOWN DETROIT, INC.,
a Michigan nonprofit corporation

By: _____
Name: _____
Its: _____

CONTRACTOR:
INSERT COMPANY NAME

By: _____
Name: _____
Its: _____



Appendix A

Exhibit 1

Scope of Services

DDP is looking to Responders, as industry experts, to provide a plan for a high standard of maintenance for the locations as described below. Services described under tasks can be used as a guide. See Appendix A, Exhibit 2 for more specific information on service locations.

Locations

- Street Landscape
 - Jefferson Avenue – Washington Blvd. to I-375
 - Medians/Blvds
 - Trees/tree grates
 - Turf/grass
 - Flower beds
 - Woodward Avenue
 - Spirit Plaza
 - Turf/grass
 - Esplanade
 - Medians/Blvds
 - Trees/tree grates
 - Turf/grass
 - Flower beds
 - Woodward Planters
 - Campus Martius Park to Park Avenue
 - Woodward Avenue tree pits
 - Located between Jefferson and Campus Martius Park
 - Washington Boulevard
 - Medians/Blvds
 - Trees/tree grates
 - Planters
 - Turf/grass
 - Flower beds
 - Randolph Street Medians
 - Medians/Blvds
 - Turf/grass
 - Flower beds
 - Trees/tree grates
 - Gratiot Avenue West
 - Medians/Blvds
 - Turf/grass

- Flower beds
- Fisher Freeway Service Drive
 - Turf/grass
- West Grand River Avenue Island
 - Medians/Blvds
 - Turf/grass
- Broadway Street Median
 - Trees/tree grates
- Madison Avenue (Witherell to I-375)
- John C Lodge Service Drive
 - Turf/grass
- West Fort Street
 - Turf/grass
- West Jefferson Avenue
 - Medians/Blvds
 - Turf/grass
- Monroe Street
 - Medians/Blvds
 - Turf/grass
- Cadillac Square Planters
- Beaubien Street
 - Medians/Blvds
 - Turf/grass
 - Flower beds
 - Trees/tree grates
- Lafayette Boulevard
 - Medians/Blvds
 - Turf/grass
 - Flower beds
 - Trees/tree grates
- Chrysler Service Drive
 - Turf/grass
- Jefferson Avenue Freeway Ramp
 - Turf/grass
- St. Antoine Street sidewalks
 - Trees/tree grates
- Southside of Jefferson by Christ Church
 - Turf/grass
- Parks and Public Spaces
 - Grand Circus Park (more specifics provided below)
 - Capitol Park (more specifics provided below)

Street and Parks Landscaping services not included in scope:

Street and Parks Landscaping services for events and special requests are not included in this scope of services. For example, large public events may require installation of temporary barricades in order to



protect landscaping materials during the event. Similarly, an entity may voluntarily install and then request maintenance of supplemental landscaping beyond that described in this scope of services.

Such services shall be subject to a separate contract, including written agreement and payment terms, with the Downtown Detroit Partnership (“DDP”). Special requests shall be consistent with quality and standards as specified by DDP. DDP reserves the ability to be part of the planning process, implementation, and review of designs and any City of Detroit permits required prior to advancing a contract for special requests.

General Streetscape Tasks

1. Site maintenance

In locations indicated below, crews will maintain landscaped areas generally from April through October. Services include spring cleanup, litter and debris removal, weeding and fall cleanup, and repair or replacement as necessary.

2. Turf maintenance

In locations indicated below, crews will maintain turf generally from April through October. Services include mowing, edging fertilization, and repair or replacement as necessary.

3. Bed maintenance

In locations indicated below, crews will maintain seasonal planters and planting beds generally from April through October. Services include mulching; bed edging; seasonal flowers, plants and decorations; annual flowers in selected locations; and repair or replacement as necessary.

4. Tree and shrub maintenance

In locations indicated below, crews will maintain trees and shrubs generally from April through October. Services include pruning and trimming of shrubs, selective pruning and trimming of trees up to 12 feet in height, dormant oil spray, and summer foliage spray, deep root fertilization, and repair or replacement as necessary.

5. Irrigation system maintenance

In locations indicated below, crews will maintain irrigation systems in selected locations generally from April through October. Services include start up, inspection and shut down of the systems. In selected locations, crews will hand water in locations without operational in-ground irrigation infrastructure.

6. Landscape planning and infrastructure maintenance

Supporting infrastructure and landscape materials may be assessed and repaired if necessary. Crews may conduct landscape infrastructure and material planning and assessments throughout the Zone.



Parks and Common Areas Tasks

Respondents shall recommend frequency of services below in order to maintain a very high standard at the two (2) parks and public spaces: Grand Circus Park and Capitol Park. Those listed below are recommendations but not final levels of service.

Contractor is required to service the site area once weekly, unless otherwise directed by the Project Manager. Contractor shall provide a proposal for annual flowers that includes design, maintenance schedule, and cost by season.

The Contractor shall perform the following services:

1. Spring Clean- Up

The Contractor shall provide the following Spring Clean-Up services for the beds to after the last snowfall:

- Rake out all leaves, trash and debris from the planter beds.
- Refresh mulch around tree and shrubs.

2. Beds, Shrubs and Trees Maintenance

The Contractor shall provide the following beds and trees to Park Site:

- Fertilization of bed trees once annually during the Growing Season in accordance with standard horticultural practices.
- The Contractor shall provide a written fertilizer application program for beds and trees and include all fertilizer manufacturer product information for project manager to review and approve.
- Contractor shall perform weed, disease and insect control as required during the Growing Season.
- All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by or under the direction of a State of Michigan Licensed Pest Control Operator. Materials shall only be applied between the hours of 7 p.m. through 7 a.m., and then only after all patrons have left the area, all precautions and barricading efforts have been affected. Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names and weather conditions shall be made and retained in an active file for a minimum of three (3) years.
- All chemicals requiring a special permit for use must be registered and a permit obtained from the Michigan Department of Agriculture. An approved copy of permit shall be submitted to the City's Representative five (5) days prior to intended chemical usage.
- Contractor shall apply chemicals when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the project.
- The Contractor shall treat all beds, trees and shrubs with the appropriate chemicals that will not injure the beds, trees and shrubs. Approved weed inhibitors include Teflan, Casoran, and Preen.



Submit all other weed and disease control product information to the project manager for review.

- The Contractor shall spray all beds and trees for insects as required during the Growing Season. Apply an adequate amount of foliage spray (“Summer Foliage Spray” or equivalent) to the beds, trees, and shrubs to maintain the plant materials in excellent health and appearance and in accordance with standard horticultural practices.
- Contractor shall provide all monitoring and management of the sprinkler system coverage of beds, trees and shrubs as required to maintain a full healthy appearance of all plant material and full coverage of lawn areas during the Growing Season and as directed by the Project Manager. If water supply to the sprinkler system is interrupted or limited through no fault of the Contractor, Contractor shall submit to DDP an estimate of supplementary watering to ensure the watering requirements of all trees, groundcover and flowers.
- Remove weeds weekly from all beds.
- Prune trees when necessary.

3. Irrigation System Maintenance & Winterization

- Contractor shall maintain sprinkler systems to ensure adequate and operational irrigation to the bed areas, and shall include all repairs and winterization of the systems.
- Initialization for the system including clock start up and operational condition, and inspection of all stations, valves and heads for proper operation. Contractor shall prepare a list of repairs and estimates to project manager for review and authorization for repair of any system components that are out of warranty, and that have not been damaged as a result of Contractor’s own actions.
- Contractor shall make repairs from damages because of maintenance efforts, or shall be repaired by Contractor at no additional charge for parts or labor to Owner.
- Contractor shall review for any obvious line or head breaks, or misdirected heads, and make immediate repairs before system is set to cycle on again.
- Contractor shall make weekly assessment of watering frequencies and zone times to ensure that landscape areas are neither over nor under watered.
- Contractor shall provide for a pre-winter system preparation including any system repairs, system water blow out, and any system requirements for winter preparation, per manufacturer’s specification.

4. Fall Clean-Up & Maintenance

The Contractor shall provide all necessary work to clean up and prepare the space for Fall and Winter, including the following Fall Cleaning and Maintenance Services to Park Site:

- Leaf, clippings and trash debris rake-up and removal from the beds at site.
- Remove annual flowers.
- Report any light outages, sidewalk or pavers in need of repair, amenities in need of repair.

5. Snow Removal



Please provide a plan and costs for snow removal in Grand Circus Park and Capitol Park. Include costs for removal per occurrence and cost to haul the snow to the appropriate facility.

6. Other

Photos, reports and records

At DDP's request, the Contractor shall take photos during its normal course of business. Photo subjects may include Ambassadors delivering services, photos of sites within the BIZ Area. 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.

Attendance and materials production for meetings of DDP Board of Directors, BIZ Board of Directors, and other organizations

If requested by DDP, the Contractor shall attend meetings of the DDP Board of Directors, the BIZ Board of Directors or other organizations. At the direction of DDP, the Contractor shall also prepare landscape service 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.

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: Area Map



Also: Visit <https://arcg.is/qXSuy> to navigate our service areas



Appendix A

Exhibit 3: General Services – OPTIONAL SCOPE

Respondent should provide a fee schedule to provide general or emergency services to the DDP.

- General services are defined as anything from day to day maintenance requests on a variety of infrastructure not included in the above scope, to design/build assistance on capital projects. Fee schedule should also contemplate utilizing any necessary equipment, sub-contractor, or other to complete the job and receive final acceptance from the DDP. A reasonable level of responsiveness is assumed and can be mutually determined by the respondent and the DDP.
- Emergency services are defined as anything day to day that requires a response within 0-2 hours. Fee schedule should contemplate utilizing any necessary equipment, sub-contractor, or other to complete the job and receive final acceptance from the DDP.



Appendix A

Exhibit 4: Example Cost Proposal Template

Individual Area Breakdown			
LOCATION (INSERT NAME)	Task performed	Frequency of task	Total task cost
Site Maintenance	Applicable task or tasks if any	Number of occurrences of applicable task or tasks	Total costs of applicable task or tasks
Turf Maintenance	Applicable task or tasks if any	Number of occurrences of applicable task or tasks	Total costs of applicable task or tasks
Bed Maintenance	Applicable task or tasks if any	Number of occurrences of applicable task or tasks	Total costs of applicable task or tasks
Tree and Shrub Maintenance	Applicable task or tasks if any	Number of occurrences of applicable task or tasks	Total costs of applicable task or tasks
Irrigation System Maintenance	Applicable task or tasks if any	Number of occurrences of applicable task or tasks	Total costs of applicable task or tasks
Landscape Planning and Infrastructure maintenance	Applicable task or tasks if any	Number of occurrences of applicable task or tasks	Total costs of applicable task or tasks
Additional recommended scope	Applicable task or tasks if any	Number of occurrences of applicable task or tasks	Total costs of applicable task or tasks
		Total location cost	Sum of task costs

Summary Breakdown	
	Total location cost
Location Name (INSERT NAME)	Insert total location cost
Location Name (INSERT NAME)	Insert total location cost
Location Name (INSERT NAME)	Insert total location cost
Location Name (INSERT NAME)	Insert total location cost
Location Name (INSERT NAME)	Insert total location cost
Location Name (INSERT NAME)	Insert total location cost
Location Name (INSERT NAME)	Insert total location cost
Location Name (INSERT NAME)	Insert total location cost
Location Name (INSERT NAME)	Insert total location cost
Location Name (INSERT NAME)	Insert total location cost
Total Parks and Streetlandscaping cost	Total of above location costs



Optional Scope Breakdown	
	Rate
Regular Service	
Hourly rate not inclusive of materials	\$0.00
Hourly rate inclusive if materials needed (including equipment)	\$0.00
Emergency Service	
Hourly rate not inclusive of materials	\$0.00
Hourly rate inclusive if materials needed (including equipment)	\$0.00



Appendix B

Insurance and Indemnification

Insurance.

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.

The Vendor shall cause the Client, the BIZ, DDP and such other parties as the Client may reasonable 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.

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.

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.

Indemnification.

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.

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.

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.