



**DOWNTOWN
DETROIT
PARTNERSHIP**

Downtown Detroit Public Space Safety Amended

Request for Proposals May 30, 2022

Pre-proposal Meeting: **June 6, 2022, at 8 a.m.**

RFP Questions Deadline: **June 9, 2022, at noon**

Submission Deadline: ~~June 13, 2022, at noon~~ **June 15, 2022 5 pm**

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Part I: RFP Overview

1.1 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 public space safety services in Downtown Detroit. DDP intends to contract for private security officers to greet Downtown patrons and monitor and secure events and public spaces managed, maintained, and/or programmed by DDP. The purpose is to protect public space assets, to ensure the physical safety of Downtown residents, workers, and visitors, and to create a welcoming and enjoyable environment for patrons.

The Services to be performed are defined and outlined below, along with the anticipated dates for execution of a contract with the Vendor, if one or more is selected pursuant to this RFP, a form of which is attached hereto (the “Contract” or “Contract Draft”), and the anticipated Contract Term.

This RFP is a qualifications-based selection process. DDP will evaluate the Proposals and, subject to the responses to this RFP, DDP will select a Vendor or Vendors to provide the Services.

The Vendor will commence the Services upon execution of the Contract by and between the Vendor and the Detroit 300 Conservancy (“D300”). D300 will contract with the Vendor for the Services in its role as an affiliate of DDP. Given the limited role of D300, the remaining provisions of this RFP generally will not refer separately to D300 and DDP, but rather will refer merely to DDP, except where the context dictates otherwise. These references shall be deemed to refer to D300, DDP, or both, as the context may require. The attached Contract 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. Any requested exceptions and/or revisions must be noted in your Proposal.**

DDP reserves the right, in its discretion, from time to time, to postpone the date for submission and opening of proposals. In the event of a postponement, **potential vendors who have submitted a Statement of Interest to proposals@downtowndetroit.org will be notified by email to the email address provided in the Statement of Interest.** Any proposal submitted prior to such notice may be withdrawn without prejudice.

1.2 RFP Summary

1.2.1 In General. The purpose of the RFP is to demonstrate the background, qualifications, competence, capability, and capacity of the security company (“Vendor”) to undertake the public safety, greeting and hospitality services for DDP. 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, the Submission Requirements, and the Appendices to the RFP.

1.2.1.1 Vendor Information and Qualifications

1.2.1.1.1 Type of Vendor: Licensed provider of security services for Downtown public spaces and/or events managed by DDP and its affiliates

1.2.1.1.2 Vendor Team: The Vendor shall retain, supervise, and coordinate the activities of as few or as many sub-contractors as necessary to provide the Services described herein (the lead Vendor and sub-contractors, shall be collectively referred to as the “Vendor Team”). DDP shall award one or more contracts 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 indicate a primary contracting entity and designate the other(s) as a subcontractor(s).

1.2.1.1.3 Minimum Qualifications Required: DDP will only consider proposals from Vendors or Vendor Teams that collectively demonstrate the following experience:

1. A minimum of five (5) years’ experience operating security in public spaces in an urban business improvement district/zone, airport, major shopping mall or campus used by the general public, and
2. Demonstrated experience securing events open to the public that draw crowds in excess of 25,000 people, preferably multiple venues operating simultaneously, and
3. Duly licensed by the State of Michigan or the ability to perform work in accordance with all governing local authorities and to the satisfaction of those authorities.

1.2.2 RFP Schedule.

Release RFP	Monday, May 30, 2022
Submit Statement of Interest and Pre-Proposal RSVP	Thursday, June 2, 2022
Pre-Proposal Meeting with Site Visit	Monday, June 6, 2022, at 8 a.m.
Deadline for Receipt of Questions	Thursday, June 9, 2022, at noon.
Addendum Release (If required)	Friday, June 10, 2022
PROPOSAL DUE	Monday, June 13, 2022, at noon Wednesday, June 15, 2022 5pm
Interviews (if required)	Week of June 13, 2022 June 20, 2022
Contract Award	On or about June 30, 2022

1.2.3 Proposal Submission and Questions. Questions on the RFP and proposal submissions shall be directed to:

DDP RFP MANAGER (a.k.a. “CONTACT PERSON”):
DeShawn Singleton, BIZ Project Manager
One Campus Martius, Suite 380

Detroit, MI 48226
Proposals@[downtowndetroit.org](mailto:proposals@downtowndetroit.org)
with a copy to:

deshawn.singleton@downtowndetroit.org

1.2.4 Statement of Interest. All interested respondents (each, a “Respondent”) are encouraged to send a brief Statement of Interest and any preliminary questions to the DDP Contact Person via email (indicate “PUBLIC SPACE SAFETY RFP” in subject line). Interested respondents who **submit a Statement of Interest by June 2, 2022** as indicated will receive electronic notifications regarding this RFP process if any are issued.

1.2.5 Pre-proposal Meeting and Site Visit (RSVP REQUESTED). A pre-proposal meeting will be held on June 6, 2022, beginning at 8:00 a.m. at the Downtown Detroit Partnership, One Campus Martius, Suite 380, Detroit. **Please RSVP with the name of your company and representative or representatives attending to proposals@downtowndetroit.org so that you may be pre-registered with building security.** Responses to all preliminary questions and a list of firms attending the meeting will be provided to all firms that submit a Statement of Interest. Please dress prepared for a walking tour of several Downtown public spaces included within the Scope of Services. DDP may or may not provide transportation between sites.

All Respondents are required to visit the Public Spaces primarily and occasionally managed by DDP as indicated in (Appendix A) to familiarize themselves with site conditions and limitations. Respondents are welcome to visit during any time that the Public Spaces are open to the public so long as the day-to-day operations of DDP staff and vendors are not interrupted. Respondents MAY NOT request a guided tour or any information during any site visit besides that conducted during the Pre-Proposal Meeting. Submissions shall indicate knowledge and acceptance of site conditions, scope of work, and quality of work required. Attendance at the Pre-proposal Meeting, while not mandatory, is strongly encouraged.

1.2.6 Questions. Any questions regarding this RFP should be submitted via email ONLY to proposals@downtowndetroit.org by Thursday, June 9, 2022, at noon. Other than emails to proposals@downtowndetroit.org, respondents may not contact executives, managers, employees, or vendors of the DDP regarding the RFP and/or Security Services.

1.2.7 Responses. Responses to this RFP are due by 5pm on Wednesday, June 15, 2022, to proposals@downtowndetroit.org. Late, incomplete, and hand-delivered or mailed submittals may be rejected at DDP’s sole discretion.

1.2.8 Selection. DDP will evaluate each Respondent’s Submission based on the criteria as set forth herein. DDP may request additional information, clarifications, and/or an interview with one or more Respondents’ Vendor Teams before entering a Contract for Services. The selected Respondent, if any, will be the Respondent whose proposal is most advantageous to DDP’s goals.

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

1.2.8.1.1 Evidence that the Vendor Team retains the capacity to perform the Scope of Services and has the experience described herein;

1.2.8.1.2 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 Scope of Services detailed herein; and

1.2.8.1.3 Qualifications of the Vendor Team in the following areas:

1. Background and experience in performing requested services
2. Capability to deliver integrated services in and across geographic regions
3. Availability of resources and how engagement will be sourced
4. Recruiting staff and purchasing equipment and supplies with the objective of supporting locally based employees and companies
5. Demonstrated ability to perform outdoor public space security services including hiring, training, coordinating, scheduling, and management of professional staff, procurement of equipment and supplies, monitoring, reporting and general attention to detail
6. Working in highly visible public environments with accountability to multiple stakeholders
7. Providing services with a high level of customer service, including national best practices of monitoring and reporting
8. Devising innovative solutions to proactively address problems and flexibility in redesigning programs to be responsive to changing conditions over time
9. Implementing programs that recruit and train Detroit residents
10. Track record of innovation and ability to drive continuous improvement
11. Demonstrated record of excellent customer service with the ability to effectively and efficiently communicate with Client and respond to client concerns and ability to resolve problems quickly, creatively and effectively
12. Demonstration of quality management program
13. The terms under which the Respondent will commit its personnel and, as applicable, the personnel of the proposed Vendor Team members, without transfers or changes
14. Evidence of the Respondent’s fiscal and corporate solvency with the ability to deliver services throughout the Contract Term, if requested
15. Understanding of the mission and goals of the DDP and its affiliates
16. Quality and thoroughness of Submittal
 17. Best financial value for DDP
 18. Work in the City of Detroit

19. Offices located in City of Detroit
20. Incorporating technology in deployment, staffing, training, operations.

1.2.9 Contract Information. DDP may at its sole discretion decline to make an award or award all or a part of the scope of work to one or more Vendor and is in no way bound to award the work to one Vendor or to the lowest price response. The anticipated contract execution date is on or about Wednesday, June 30, 2022. The anticipated contract period is for three years, to be evaluated for renewal on a yearly basis thereafter.

Part II: General Requirements

2.1 Services to be Performed

This RFP is for the provision of Public Space Safety 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) pursuant to the terms of the proposed Contract (Appendix A). Prior to submitting your Submission, please be sure to review and fully understand the Scope of Services and the proposed Contract.

The Scope of Services will entail the design, implementation, maintenance and refinement of Public Space Safety Services in public spaces and/or for events managed by DDP or its affiliates or vendors. Areas are generally depicted in (Appendix A) but may be modified from time to time.

The proposal should include options to provide security for special events managed by DDP and by third-party event producers. The Scope of Services will also entail ongoing monitoring, reporting and program adjustments in order to provide the best program and customer service to the DDP and other stakeholders.

2.2 Staffing

2.2.1 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. Respondents 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.

2.2.2 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 Vendor, and not DDP, will be responsible for the Subcontractor's work, acts and omissions. Respondents are directed to the

Contract Draft for further information as to the requirements regarding subcontracting under the Contract.

2.2.3 Person in Charge. 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.

2.3 Compensation

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

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

2.3.2 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, where applicable, by event, 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.

2.3.3 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.

2.4. Contract Conditions

2.4.1 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.

2.4.2 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:

2.4.2.1 Shall defend, indemnify and hold harmless DDP, D300, DDI, and the BIZ against any claims or damages relating to its acts and omissions;

2.4.2.2 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;

2.4.2.3 Shall maintain insurance as specified in 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, D300, DDI and the BIZ as additional insureds;

2.4.2.4 Shall be licensed to conduct business in the State of Michigan;

2.4.2.5 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

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

2.4.2.7 Respondents are directed to the Contract Draft (Appendix D) for the language of the provisions referred to in the foregoing paragraphs.

2.5. General Conditions, Terms, Limitations and Requirements

2.5.1 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.

2.5.2 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.

2.5.3 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 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:

2.5.3.1 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;

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

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

2.5.3.4 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

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

2.5.4 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.

2.5.5 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.

2.5.6 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 (“Submittals”), 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, and/or 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 Submittals become the property of DDP.

2.5.7 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.

2.5.8 Modifications and Questions.

2.5.8.1 DDP will advise 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.

2.5.8.2 Respondents may submit questions and/or request clarifications from DDP by submitting them *in writing* to the Contact Person at proposals@downtowndetroit.org. All questions and requests for clarifications must be submitted Thursday, June 9, 2022, at noon. Questions and requests for clarifications submitted after Thursday, June 9, 2022, at noon will not be answered.

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

2.5.8.4 While DDP may send Notices, Addendum or other information related to this RFP to Respondents via email alerts or otherwise in writing, such email 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 email 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 emails, Notices, Addendum 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.

2.5.9 BIZ Not a Party. The Downtown Detroit Business Improvement Zone (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.

2.5.10 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.

2.5.11 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.

2.5.12 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 principal where the principals are solely responsible for paying for such services.

2.5.13 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 and Forms

3.1. Structure and Content

In order to be considered responsive, your Submission must be organized and include four (4) printed hard-copies of all of the items as listed herein in a sealed envelope. Please limit Submissions to fifty (50) pages formatted in letter sized paper, single-sided.

YOU ARE STRONGLY ENCOURAGED TO INSERT YOUR RESPONSES WITHIN THIS DOCUMENT IN THE AREAS INDICATED IN RED. THOROUGHLY REVIEW THE ENTIRE REQUEST FOR PROPOSALS BEFORE RESPONDING. USE AS MUCH SPACE AS NEEDED FOR EACH RESPONSE WITHOUT EXCEEDING THE FIFTY (50) PAGE LIMIT. DDP TEXT WILL NOT BE COUNTED IN THE PAGE LIMIT.

The contents of the Submission must be as follows:

3.2 Submission

In one sealed envelope, labeled and ordered as titled herein, provide the following:

3.2.1 Vendor Information and Confirmation of Compliance with RFP Requirements. A cover letter with the following information regarding the Vendor included and numbered:

1. Signature of Authorized Representative or Vendor or Vendor Team;
2. Firm name and address;
3. 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;
4. Location and size of local and national offices (if any);
5. Name of parent company (if any);
6. Company's Federal ID number;
7. Number of years in business;
8. Estimated value or total compensation for services deployed for full year of 2017;
9. Legal structure (including whether privately or publicly held), incorporation information and corporate structure;
10. Assertion that Vendor has financial stability and resources to deliver Scope of Services as proposed in Submission. Documentation of financial stability and resources, including recent audited financial statements, may be required of Selected Vendor before a Contract is extended;
11. Applicable licenses and permits currently held (if any); and

12. 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.
13. The Respondent shall make the following statements and representations as part of its Submission:
 - a. 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.
 - b. That the Respondent agrees to obtain and maintain throughout the Contract Term and any extensions all necessary approvals, permits and/or licenses required by law or regulation for the performance of the Services.

YOUR COVER LETTER MAY BE INSERTED AT EITHER THE BEGINNING OF YOUR PROPOSAL OR HERE. IT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE VENDOR OR VENDOR TEAM AND INCLUDE THE INFORMATION AND STATEMENTS INDICATED IN SECTION 1.1.1, ABOVE.

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

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

RESPONSE (IF NOT INCLUDED IN COVER LETTER):

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

1. List relevant experience as required in Part I, Section 4.2.2.3 in order to qualify with the terms of this RFP, including:
 - a. Written descriptions, with supporting photos and graphics, of 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;
 - b. List current projects where the Vendor Team has responsibility for purchasing and maintaining equipment and customized uniforms in a manner similar to that described in the Scope of Services; and
 - c. 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.
2. Description of the Vendor Team's experience in the City of Detroit and in Michigan (if any);

3. List of public, private or non-profit organizations in the Detroit metropolitan area with whom members of the Vendor Team currently has contracts; and
4. Any pending litigation to which any member of the Vendor Team is a party.

RESPONSE:

3.2.4 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, 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.

RESPONSE:

3.2.5 Needs Analysis and Services Plan. Describe the plan to evaluate the needs of DDP, and to deliver the Scope of Services in these locations. Include proposed staffing levels, management structures, equipment needs and weekly schedules.

RESPONSE:

3.2.6 Employment Standards. Provide proposed plans for employment standards in order to deploy Services:

1. Recruiting staff and criteria that will be used for recruitment;
2. Conducting employee background checks and items included in the checks;
3. Minimum qualifications;
4. Drug testing, grooming and other personnel policies and practices;
5. Policies for working in inclement weather;
6. Information about typical staff benefits and incentives; and
7. Typical turnover rates for 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.

RESPONSE:

3.2.7 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.

RESPONSE:

3.2.8 Equipment and Supplies. 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.

RESPONSE:

3.2.9 Uniforms. Most of the Services required are outdoors, with some Services 24 hours every day of the year, regardless of weather. Appropriate uniforms that are not augmented by individual employees of Vendor are required. For example, winter hats and raincoats are required uniform elements. Provide a 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.

RESPONSE:

3.2.10 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, communicating with DDP management, and providing trend reporting and analysis. Indicate if the proposed system is proprietary.

RESPONSE:

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

RESPONSE:

3.2.12 Radio and/or Telephone Communications. Provide a description of communication methods within Vendor's internal network, such as the software and equipment proposed. Illustrate how communications systems could tie into evolving networks of public and private security forces within greater Downtown Detroit.

RESPONSE:

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

RESPONSE:

3.2.14 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.

RESPONSE:

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

RESPONSE:

3.2.16 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 that do not conflict with licensing requirements.

RESPONSE:

3.2.17 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. Proposed innovations may include equipment, specialty training and programs, dispatching technologies, or other ideas.

RESPONSE:

3.2.18 Environmental Sustainability Plan. Provide an overview of any 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.

RESPONSE:

3.2.19 Implementation Timeline. Provide a timeline showing the sequence of steps from award notification to full deployment.

RESPONSE:

3.2.21 Exceptions to Scope, Conditions, and/or Contract. Note any assumptions made, exceptions requested, and clarifications required regarding the RFP and any Appendices.

3.3.22 Additional Information. Provide additional information, if any, about Respondent’s qualifications and value proposition.

Fee and Cost Schedules

PROVIDE INFORMATION REQUESTED IN _____ SPACES. ADDITIONAL SPACE MAY BE USED SO LONG AS THE TOTAL RESPONSE DOES NOT EXCEED 50 PAGES.

3.2.20 Costs and fees. Provide complete fee and cost schedules for all Services. All fee and cost schedules should be submitted in the following form. DDP reserves the right to decline to consider fee and cost schedules that do not follow the prescribed formats. A FEE AND COST PROPOSAL CONFORMING TO THE FORMAT ATTACHED IS REQUIRED. COST PROPOSALS THAT DO NOT FIT WITHIN THE PRESCRIBED FORMAT WILL BE CONSIDERED AS ALTERNATES.

The following is requested, inserted in the table below and spaces provided below:

- a. Fee and Cost Schedule for Base Security Services in Primary and Occasional Public Spaces
- b. Hourly fee for Security Services for Seasonal/Ongoing Special Events and notice required
- c. Hourly fee for Security Services for Other Special Events and notice required
- d. Hourly fee for Emergency Services
- e. Fee for Supplies and Equipment
 - o Vehicle
 - o Uniforms
 - o Site Phones
- f. Fee and Cost Schedule for Other Supervision, Overhead, and Profit

a. Fee and Cost Schedule for Base Services (generally indicated in Appendix C) Indicate Vendor's hourly bill rate for labor for Services. Do not include overhead fees in hourly rates.

CLASSIFICATION	2022 RATE PER HOUR	2023 RATE PER HOUR	2024 RATE PER HOUR	2025 RATE PER HOUR
FULL TIME	\$ _____	\$ _____	\$ _____	\$ _____
MANAGER	\$ _____	\$ _____	\$ _____	\$ _____
SUPERVISOR	\$ _____	\$ _____	\$ _____	\$ _____
OTHER (EXPLAIN)	\$ _____	\$ _____	\$ _____	\$ _____
PART TIME	\$ _____	\$ _____	\$ _____	\$ _____
MANAGER	\$ _____	\$ _____	\$ _____	\$ _____
SUPERVISOR	\$ _____	\$ _____	\$ _____	\$ _____
OTHER (EXPLAIN)	\$ _____	\$ _____	\$ _____	\$ _____
OTHER STAFF (EXPLAIN)	\$ _____	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____	\$ _____

INDICATE MINIMUM AND MAXIMUM HOURS PER SHIFT: _____

INDICATE PREMIUM FOR VARIANCE FROM MINIMUM/MAXIMUM: _____

COMMENTS OR OTHER EXPLANATION: _____

Payroll related costs. Estimate payroll related costs for Security Services. Do not include overhead fees in rates.

	% RATE	2022 MONTHLY COST
FICA	_____	\$ _____
WORKERS COMP	_____	\$ _____
MEDICARE	_____	\$ _____
FED UNEMPLOYMENT	_____	\$ _____
STATE UNEMPLOYMENT	_____	\$ _____
BENEFITS	_____	\$ _____
HOLIDAY PAY	_____	\$ _____
<i>OTHER INDICATE HERE</i>	_____	\$ _____
	_____	_____
TOTAL HOURLY PAYROLL RELATED COSTS PER HOURLY EMPLOYEE		\$ _____

COMMENTS OR OTHER EXPLANATION:

b. Hourly bill rate for Seasonal/Ongoing Special Events and notice required.

Hourly bill rate guard: _____

Hourly bill rate supervisor and when supervisor is required: _____

Notice required: _____

Other (explain): _____

c. Hourly bill rate for Other Special Events and notice required.

Hourly bill rate guard: _____

Hourly bill rate supervisor and when supervisor is required: _____

Notice required: _____

Other (explain): _____

d. Hourly bill rate for Emergency Services (little to no notice).

Hourly bill rate guard: _____

Hourly bill rate supervisor and when supervisor is required: _____

Other (explain): _____

e. Supplies and equipment. Provide costs for supplies and equipment for base services. Indicate whether or not each item cost will fluctuate with the hours of Security Services provided. Please submit breakdowns for each category separately.

	2022 MONTHLY COST	2023 PROJECTED MONTHLY COST	2024 PROJECTED MONTHLY COST
SITE PHONES AND REPORTING TECHNOLOGY	\$ _____	\$ _____	\$ _____
UNIFORMS	\$ _____	\$ _____	\$ _____
VEHICLE USAGE (INCLUDING FUEL AND OTHER COSTS)	\$ _____	\$ _____	\$ _____
<i>OTHER INDICATE HERE</i>	\$ _____	\$ _____	\$ _____
TOTAL MONTHLY SUPPLIES AND EQUIPMENT COST	\$ _____	\$ _____	\$ _____

f. Vendor management fee (supervision, overhead, and profit)

% OR FIXED RATE	2022 MONTHLY COST	2023 PROJECTED MONTHLY COST	2024 PROJECTED MONTHLY COST
_____	\$ _____	\$ _____	\$ _____

Part IV: Appendices

Scope of Services

- A. Scope of Services
 - B. Map of BIZ and Public Spaces Managed by DDP
 - C. Security Services Deployment Plan
 - D. Contract Draft (without attachments)
 - E. Insurance
-

Appendix A: 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 alternatives and additional Tasks if they would more effectively achieve the Program Outcomes. If an alternative approach is accepted, the Scope of Services will be amended to reflect such changes. PLEASE RESPOND TO THE CURRENT REQUEST COMPLETELY BEFORE PROPOSING AMENDMENTS TO THE SCOPE OF SERVICES.

Scope of Services:

1. **Generally.** Vendor shall provide unarmed uniformed security services in, and around public spaces managed by DDP on a 24 hour-a-day, 7 day-a-week basis, or other such levels that are recommended by Vendor and agreed to, in writing, by DDP. Security services will be provided in accordance with the quality standards, specifications, policies, and procedures agreed to in writing from time to time by DDP and the Vendor. Vendor will provide a variety of services, implementing DDP security objectives according to policies and procedures which may include but is not limited to the following general tasks:
 - Routine mobile patrol of the Downtown Detroit Business Improvement Zone: see attached proposed deployment plan
 - Routine walking patrol of public spaces managed by DDP: see attached proposed deployment plan
 - Patrol seasonal and special events produced by DDP and produced by others in public spaces managed by DDP
 - Frequency and size of events varies and is subject to change. From April 1-October 31, DDP will utilize upward of 490 hours of private security for events. A general representation of events may be found at www.downtowndetroitparks.com.
 - Ambassadorial services/community oriented security: All security officers will maintain routine interaction with patrons of Downtown Public Spaces included in the Contract, including but not limited to Downtown business owners and employees, other contract

security officers in local businesses and office buildings, social service outreach workers, BIZ Ambassadors and Clean Team and Detroit Police officers, Detroit Transit Police, and other public safety officials. Security officers will be expected to establish positive relationships with such patrons of and participants in the Downtown community.

- Coordinate with other Downtown Detroit security professionals and Downtown Detroit stakeholders to support public safety and community engagement
- Incident, maintenance and daily operating reports
- Respond as necessary to support other life safety duties as identified in Post Orders and Standard Operating Procedures
- Respond as necessary to accommodate additional duty scope, hours, and locations as may be requested by DDP

The Vendor shall provide employees capable of meeting the requirements and specifications set forth herein and of the contract. Security officers are prohibited from carrying weapons of any kind, including but not limited to: firearms, nightsticks, martial arts weapons or equipment, batons or any chemical agent spray or liquid.

2. **Management and supervision.** Vendor shall provide appropriate and necessary management and supervision for all Vendor's employees and shall be solely responsible for instituting and invoking disciplinary action of employees not in compliance with Vendor's rules and regulations, as well as any other policy established by the contracting parties. Vendor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Vendor's and DDP' standards. Vendor shall agree to remove from the site, whenever required to do so by DDP, any employee considered by DDP to be unsatisfactory or undesirable to DDP, within the limits of any applicable laws.
3. **General Procedures and Post Orders.** Vendor shall develop a comprehensive set of Post Orders documenting both general procedures as well as site-specific responsibilities. Post Orders shall be prepared prior to the commencement of the contract and must be reviewed and approved by DDP management within thirty (30) days from commencement of Vendor's services to DDP. All security officers will be required to read and verify that they understand the Post Orders and at minimum, shall be tested as prescribed in Vendor's Training Program.
4. **Minimum Security Officer Qualifications.** DDP requires the following minimum qualifications:
 - Authorized to work lawfully in the United States
 - Be in good physical condition
 - Be able to walk, sit or stand for extended periods of time, regardless of weather conditions
 - Minimum three (3) years security experience
 - High school diploma or GED
 - No felony convictions, habitual misdemeanor convictions or a crime involving domestic violence
 - Good moral character

- Professional appearance: clean shaven or appropriate makeup, no excessive jewelry or visible tattoos and well-fitting uniforms
- Must demonstrate the desire and ability to work with the public
- Must demonstrate the ability to follow instructions
- Must possess the ability to communicate; both written and orally
- CPR and First Aid Certification are desirable

DDP will entertain Vendor requests to waive the requirement that Security Officers possess a minimum of three (3) years security experience and a high school diploma or GED if Vendor demonstrates supervision in conjunction with a Training Plan and a Trainee billable rate, to DDP's satisfaction at DDP's sole discretion. Any waiver is subject to prior written approval by DDP.

5. **Position Descriptions.** All positions/posts must have a position description. Vendor will be responsible for the development, compilation, distribution, and maintenance of position description and post orders for DDP. The manuals will contain operational and emergency operating procedures, responses, and policies in addition to the standing orders for every post associated with DDP. It will be the responsibility of the Vendor to maintain and update each of these post orders and, where necessary, to conduct on the job orientations to new policies/procedures which might require immediate information transfer. Vendor will produce a workable version of the post orders within sixty (60) days of contract execution and a final, formal version within thirty (30) days thereafter. Post orders will be updated not less than 1 (one) time per year.
6. **Training.** The Vendor, at Vendor's expense, shall develop and deliver a Training Program for all Vendors' employees involved with the contract, and such Training Program shall be jointly agreed upon by Vendor and DDP. The Training Program will include an Assignment Orientation, On-The-Job Training, and continuing education and refreshers, to accomplish meeting the needs of the contract and specifications. The Training Program must meet the following objectives:
 - Tour DDP areas and buildings so that security personnel shall know DDP layout, emergency procedures/responses, unusual situation/responses, and emergency systems of any buildings.
 - Security personnel shall be informed about Downtown public spaces managed by DDP, Downtown Detroit landmarks, general Downtown Detroit history, Project Lighthouse resources, and other information that may be required to enhance the experience of Downtown visitors.
 - Develop and maintain professional standards, including but not limited to personal conduct and customer and public relations.
 - Develop and maintain uniform standards.
 - Develop and maintain Position Descriptions.
 - Develop and maintain equipment use and procedures.
 - Develop and maintain reporting requirements, including chain-of-command
 - General first aid standards and procedures

Vendor's employees must be able to carry out their responsibilities and demonstrate knowledge and understanding of all procedures and general knowledge about Downtown Detroit and the Public Space to which the employee is assigned prior to being placed in their position.

- 7. Uniforms.** Vendor is responsible for the daily personal appearance of security personnel. The Vendor's employees will be required to wear an identifying uniform (approved by DDP and in accordance with the State of Michigan regulatory agencies M.S.P.) and name badge at all times. Vendor shall provide seasonal uniforms and weather-appropriate protective clothing necessary to support continuous performance of contract requirements. DDP shall review and approve all Uniform elements.
- 8. Vehicle.** The DDP requires a vehicle patrol during nighttime hours as indicated in the proposed deployment plan, attached. The Vendor is to provide, at its expense, a vehicle equipped with a cellular phone or radio contact with a 24-hour per day dispatcher for routine patrols, customer service duties, alarm responses and any other related duties. The security vehicle shall be identified with the company name and/or an emblem on both sides of the vehicle. All Vendor and other branding on the vehicle shall be approved by DDP.
- 9. Site Phones.** At a minimum, a site phone shall be present and operational at each Public Space while staffed by Vendor, in any vehicle on patrol, on the person of the Breaker/Rover, and in the possession of Vendor's designated Supervisor and remain on at all times day or night. A main purpose of the phone is to report any security or maintenance issues via a DDP online reporting system developed by the Vendor. The site phones can be utilized to contact 911, the Account Manager or DDP representatives as needed. Site phones shall be provided by Vendor.
- 10. Lighthouse Radios.** Vendor shall utilize Lighthouse Radios, provided by DDP at DDP's expense, and participate fully in the Lighthouse Program. This includes but is not limited to monitoring Lighthouse Radios, responding to radio checks, and incorporating the Lighthouse program into Standard Operating Procedures and Operations Plan(s). Lighthouse Radios shall not be used in place of Site Phones.
- 11 Radio Contact with Security Officers.** Vendor shall make phone or radio contact with each security officer every shift to ensure that coverage is being provided at the respective facility and surrounding property. Vendor shall contact the respective DDP representative if a security guard is not in the respective post. Additionally, the security officer shall make phone or radio contact on an hourly basis to the Vendor's 24-hour dispatcher / supervisor to ensure the guard's safety during performance of duty. The Vendor's supervisors shall conduct physical quality and performance checks at each post a minimum of one (1) time per week or more frequently as necessary. The Vendor's designated management representative shall schedule and attend meetings with DDP as requested to discuss performance to date.
- 12. Incident Recording and Reporting.** Every security/safety incident must be reported to the DDP Chief Community Impact Officer or her designee. Unless superseded by the DDP standard

operating procedures, notification shall be in written form within twenty-four (24) hours unless a weekend/holiday, whereby the report is due by the end of the next business day.

- 13. Logistical Facilities.** DDP may provide, at no charge, modest logistical facilities to the Vendor based upon availability. Vendor will be responsible for maintaining these areas in a clean and orderly condition at all times.
- 14. Premium Services.** DDP may require and Vendor shall provide additional services. Vendor shall submit staffing wages for extra services needed. These wages shall be in effect if the DDP provides Vendor with seventy-two (72) hours-notice of extra services unless otherwise agreed upon by DDP and Vendor.
- 15. Emergency Services:** DDP may require, and Vendor shall provide emergency services. Vendor will submit staffing wage for emergency services if notice is not given twenty-four (24) hours in advance. However, after twenty-four (24) hours has elapsed during an emergency, the rate shall drop to the premium services wages.
- 16. 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.
- 17. 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 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.
- 18. Annual audit participation.** If requested by DDP, the Vendor shall prepare materials and data related to annual audits prepared by DDP and its affiliates and the BIZ.
- 19. Cost Accounting and Billing.** Vendor shall administer all cost accounting and billing as follows:
 - A. Security Services. DDP shall pay the Vendor a billable hourly rate for security services. Costs included in furnishing the services may include the following items (but are not limited to):
 - i. All wages and salaries of on-site personnel, and
 - ii. All payroll taxes and benefits which are defined as:
 - Worker's Compensation Insurance
 - Rate as agreed upon by DDP
 - Lesser of the Vendor's actual current rate experience or the State recommended rate.
 - FICA Insurance
 - FUTA
 - State Unemployment Tax

- iii. In submitting payroll costs to DDP, the Payroll costs will be broken down in the following format:
- The weekly bill shall be broken down to weekly hours expended.
 - Weekly hours expended shall consist of hours expended by each position and seniority level.
 - Each position level shall name each employee, hours expended for that week, at which rate, and total weekly billing per employee.
- B. Communications and reporting equipment.
- C. Vehicle.
- D. Supervision. Vendor shall identify an Account Manager and/or other On-Site Supervision, either within Security Services or as a separately-billed item.
- E. Other Overhead, Profit and Supervision. Vendor shall identify services with a fixed monthly fee for additional overhead, profit and supervision not included elsewhere.
- F. Requested services and equipment shall be itemized by date, location, and event as required by DDP.
- G. Except for Lighthouse Radios provided by DDP at DDP's expense, any equipment to be used by the Vendor in the performance of its duties will be procured by the Vendor utilizing any cost advantages that Vendor possesses and then the cost of the equipment will be paid by DDP. Any such equipment that is to be purchased will be mutually agreed upon in writing by the DDP and Vendor in advance of the purchase.
- H. Vendor will develop written salary/wage scales for their employees (billable fees) and submit to the DDP for approval. Under no circumstances is the DDP to be charged a rate that exceeds the established rate schedules, without DDP's prior written approval. See the "Proposal Pricing" section of this RFP.

Appendix B: Map of BIZ and Public Spaces Managed by DDP

Downtown Detroit Business Improvement Zone (BIZ)



Appendix C: Deployment Plan for Security Services

The attached plan generally represents deployment of base security services. The expected hours of service are listed in the table below which may be subject to change and does not include events. The location abbreviations are as follows:

- Beacon Park (BP)
- Campus Martius (CM)
- Grand Circus Park East (GCPE)
- Grand Circus Park West (GCPW)
- Roving Patrol (Biz Mobile)

Grand Circus Park West (GCPW)BIZ Mobile	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	WEEKLY TOTAL
BIZ Mobile	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00
BP Night	16.00	16.00	16.00	16.00	16.00	16.00	16.00	112.00
CM Night	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00
GCPE Morning	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00
GCPE Day	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00
GCPW Morning	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00
GCPW Day	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00

Appendix D: Draft Contract

SERVICES.

1. The Client hereby engages the Contractor, and the Contractor hereby accepts such engagement, to serve as an independent contractor to provide certain security guard and related services to the Client on the terms and conditions set forth in this Agreement.
2. The Contractor shall provide to the Client the security guard and related services set forth on Schedule 1 (the "**Services**"). Schedule 1 sets forth a detailed description of the Services that includes specific number of security officers per Park and per shift; the hours of coverage; the number of supervisory or other management personnel deployed to oversee the performance of the Services; and the current hourly rate(s) of the applicable personnel. Schedule 1 is further broken down between charges for standard or regular security guard services, charges for emergency or unscheduled services, and charges for specialized security guards to be used for special events.
3. Should the Client and Contractor need to modify said scope as relates to shifts, number of officers, scope or related; either party may request said modification via preferred method of communication (email/fax). Said request would not be implemented without the expressed confirmation of both parties.
4. Unless otherwise set forth in Schedule 1, the Contractor shall furnish, at its sole expense, the uniforms, equipment, vehicles, supplies, and other materials used by all personnel employed by it to perform the Services. The Client shall provide the Contractor with access to the Parks to the extent necessary for the performance of the Services.
5. The Services shall be rendered in a professional manner consistent with the highest industry practices and standards, and in a maimer that is courteous and polite to the public to the extent possible under the circumstances. All Services shall be rendered so as to comply with applicable laws, rules and regulations, including without limitation any rules or regulations promulgated for any of the Parks by the City or other lawful governmental authority.

6. In general, all security officers who patrol any of the Parks will be in standard uniforms and will patrol on foot; provided, during certain designated hours or times set forth in Schedule 1, specified personnel may patrol one or more of the park in vehicles.
 7. The employees assigned to perform the Services shall be competent, qualified, properly trained and licensed to perform all duties or tasks associated with the Services in a manner consistent with the highest industry practices and standards. Prior to assigning employees to perform the Services, the Contractor shall perform a thorough background check, including but not limited to a criminal conviction history, on all employees and shall not assign any employee to perform the Services if any information disclosed in such background check indicates that such person may, in any way, be unfit to perform the Services in accordance with the standards applicable under this Agreement. The Contractor also shall subject all employees performing the Services to be tested for alcohol and drugs or other illegal substances prior to their being assigned to any park and shall conduct appropriate alcohol and drug testing periodically thereafter in accordance with prudent industry practices.
 8. No security officers or other employees shall be armed with firearms or other lethal weapons while performing the Services except with the prior written consent of the Client.
 9. The Contractor's supervisory personnel shall make periodic (but unannounced) visits to the Parks to ensure compliance by on-site security officers with all requirements relative to the Services.
 10. The Contractor's employees shall cooperate with the Detroit Police Department and other law enforcement agencies that have authority to act in any of the Parks. Such cooperation shall include filing reports of incidents and calling in law enforcement officers for incidents or events requiring assistance from or intervention by a law enforcement officer. The Contractor's security officers shall have the transmitters or communications devices specified on Schedule 1.
 11. Prior to commencing the Services the Contractor shall furnish to the Client copies of all licenses, permits and approvals required by federal, state, or local governmental authorities for the performance of the Services by the Contractor. The Contractor shall maintain all such licenses, permits or approvals in full force and effect during the Term (as defined below) at its own expense.
2. TERM. The term of this Agreement shall commence as of the Effective Date and shall continue for a period of seven (7) months thereafter, unless sooner terminated in accordance

with the terms of this Agreement (the "Term"). Any extension of the Term will be subject to mutual written agreement of the parties.

3. FEES AND EXPENSES.

1. As full compensation for the Services and the rights granted to the Company in this Agreement, the Client shall pay the Contractor the fees at the hourly or other applicable rates set forth on Schedule 2 (the "Fees"). The parties acknowledge that the Fees on Schedule 2 are broken down between various categories, including for: (a) routine or regular security services; (b) emergency or unscheduled services; and (c) specialized security services for special events.
2. The Contractor is solely responsible for any travel or other costs, or expenses incurred by it or any of its employees in connection with the performance of the Services, and in no event shall the Client be obligated to reimburse the Contractor for any such costs or expenses.
3. The Client shall pay all undisputed Fees within thirty (30) days after the Client's receipt of a properly submitted and documented invoice.
4. All invoices submitted for any Fees shall set forth the hours and personnel reflected in the invoice in reasonable detail that allows the Client to verify the basis for and accuracy of the charges reflected in the invoice. The Contractor shall keep and make

available for inspection or examination by the Client all records maintained by the

•◆

Contractor in connection with furnishing the Services hereunder.

4. RELATIONSHIP OF THE PARTIES.

1. The Contractor is an independent contractor of the Client, and this Agreement shall not be construed to create any association, partnership, joint venture, joint employer, employee, or agency relationship between the Contractor and the Client for any

purpose. The Contractor shall have no authority (and shall not hold itself out as having authority) to bind the Client in any manner and the Contractor shall not make any agreements or representations on the Client's behalf without the Client's prior written consent.

2. Without limiting Section 4.1 above, neither the Contractor nor any of its employees shall be eligible to participate in any paid leave, group medical, life or disability insurance, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the Client to its employees. The Client shall not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any unemployment insurance contributions, or obtaining worker's compensation insurance on the Contractor's behalf. The Contractor shall be responsible for, and shall indemnify the Client against, all such taxes or contributions, including penalties and interest, as well as for minimum wage, overtime, or other requirements relative to its employees. Any persons employed or engaged by the Contractor in connection with the performance of the Services shall be the Contractor's employees and the Contractor shall be fully responsible for them and indemnify the Client against any claims made by or on behalf of any such employee.

3. In hiring, retaining, compensating, or disciplining security guards or other personnel who perform or are to perform the Services, the Contractor shall conform with all federal, state, and local laws, and all rules, regulations, executive orders, or other legal requirements relative to employment that are imposed by any applicable federal, state, or local governmental authority. Without limiting the generality of the foregoing, the Contractor shall comply with the Federal Civil Rights Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, and the Labor Management Relations Act.

4. The Contractor shall have the right to select the security officers or other employees who perform the Services. The Contractor shall be solely responsible for issuing instructions to, training and supervising its security officers or other employees, and to control the method or means by which they perform the duties assigned to them by the Contractor. The Client reserves the right to require the Contractor to remove or transfer to a location other than the Parks any security officer or employee whom the Client has determined in good faith to have engaged in improper conduct, to be unqualified, or to otherwise impose a hazard or threat.

5. In executing this Agreement the Contractor acknowledges that it has received a copy of the City Park Management Agreement; that the provisions of the City Park Management Agreement shall apply to the Contractor; and that the Contractor agrees to be bound by the terms of the City Park Management Agreement insofar as such terms are applicable to the Services or the Contractor.

5. CONFIDENTIALITY.

1. The Contractor acknowledges that it may have access to information that is treated as confidential and proprietary by the Client, its affiliates (including Downtown Detroit Partnership, Inc.) or the City, including, without limitation, the existence and terms of this Agreement and information pertaining to operations of the Client or the City, and information regarding donors, sponsors and financial information with respect to the Client or the Parks, in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, the "**Confidential Information**"). The Contractor agrees to: (a) treat all Confidential Information as strictly confidential; (b) to not disclose Confidential Information or permit **it** to be disclosed, in whole or part, to any third party without the prior written consent of the Client in each instance; and (c) to not use any Confidential Information for any purpose except as required in the performance of the Services. The Contractor shall notify the Client immediately in the event it becomes aware of any loss or disclosure of any Confidential Information or other breach of its obligations under this Section.
2. Confidential Information shall not include information that: (a) is or becomes generally available to the public other than through the Contractor's breach of this Agreement; or (b) is communicated to the Contractor by a third party that had no confidentiality obligations with respect to such information.
3. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Contractor agrees to provide written notice of any such order to an authorized officer of the Client within twenty-four (24) hours of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Client to contest the order or seek confidentiality protections, as determined in the Client's sole discretion.

6. REPRESENTATIONS AND WARRANTIES.

1. The Contractor represents and warrants to the Client that:

1. The Contractor has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of its obligations in this Agreement;
2. The Contractor's entering into this Agreement with the Client and its performance of the Services do not and will not conflict with, or result in any breach or default under, any other agreement to which the Contractor is subject;
3. The Contractor has the required skill, experience, and qualifications to perform the Services in accordance to the standards set forth in this Agreement and shall perform the Services in accordance with the standards set forth in this Agreement. The Contractor shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner; and
4. All Services shall be performed by the Contractor in compliance with all applicable federal, state, and local laws, rules and regulations.

2. The Client hereby represents and warrants to the Contractor that:

1. it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and
2. the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

7. INDEMNIFICATION.

1. The Contractor shall defend, indemnify and hold harmless the Client, its affiliates (including Downtown Detroit Partnership, Inc.), the Downtown Detroit Business Improvement Zone and the City, and their respective officers, directors, departments, employees, representatives, agents, successors and assigns (each an "**Indemnified Party**" and collectively, the "**Indemnified Parties**"), from and against all claims, demands, suits, actions, expenses, judgments, obligations, damages, charges, losses and liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including without limitation the fees and expenses for attorneys, expert

witnesses and consultants) that may be imposed upon, incurred by, or asserted against arising out of or resulting from:

- 1.any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor;
- 2.any failure by the Contractor to perform its obligations, either express or implied, under this Agreement;
- 3.bodily injury, death of any person, or damage to real or tangible, personal or intellectual property resulting from the Contractor's negligence or wrongful acts or omissions; and
- 4.any breach of any of the Contractor's representations, warranties or obligations under this Agreement.

Notwithstanding the foregoing, the indemnification obligation set forth above shall not include any claims, demands, judgments, suits, actions, expenses, losses or liabilities, including costs and attorney's fees, which are caused solely by the negligence of the Indemnified Party (other than the City) seeking to enforce such obligation.

2. The Client may satisfy any obligation under such indemnity (in whole or in part) by way of deduction from any payment due to the Contractor.

8. TERMINATION.

1. The Client may terminate this Agreement without cause or reason upon thirty days' written notice to the other party. In the event of termination pursuant to this Section, the Client shall pay the Contractor on a pro-rata basis any Fees then due and payable for any Services completed up to and including the effective date of such termination.

The Client may terminate this Agreement, effective immediately upon written notice to the Contractor, if the Contractor materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Contractor does not cure such breach within ten (10) days after receipt of written notice of such breach upon expiration or termination of this Agreement for any reason, or at any other time upon the Client's written request, the Contractor shall promptly:

1. deliver to the Client all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Information;
 2. permanently delete all of the Confidential Information from its computer systems; and
 3. certify in writing to the Client that it has complied with the requirements of this Section.
2. The terms and conditions of Sections 7.1, 9.1, 9.2, 9.3 and this 9.4 shall survive the expiration or termination of this Agreement.

9. ASSIGNMENT. The Contractor shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Client's prior written consent. Any assignment in violation of the foregoing shall be null and void. The Client may assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.

10. MISCELLANEOUS.

1. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the party at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission) to the facsimile number or e-mail address of the person executing this Agreement on behalf of the party to which notice is being given, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice, or (b) the party giving the Notice has complied with the requirements of this Section.

2. This Agreement, together with any other documents incorporated herein by reference and related Schedules, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

3. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party. Any of the terms hereof may be waived only by a written document signed by the party waiving compliance with the term.

4. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the County of Wayne in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Services provided hereunder.

5. The failure of the Client to enforce any provision of this Agreement on one or more occasions shall not be construed as a waiver of the right of the Client to enforce such provision in the future.
6. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
7. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

Appendix E: Insurance

Insurance and Indemnification

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:

TYPE	AMOUNT
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 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.

The Vendor waives all 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 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.