

**CITY OF DETROIT  
AMENDMENT AGREEMENT NO. 1  
TO CONTRACT NO. 2890777**

**THIS AMENDMENT AGREEMENT NO. 2890777-1** is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Finance Department ("City"), Office of Grants Management, and eCivis, Inc., a Delaware Corporation, with its principal place of business located at 418 N. Fair Oaks Ave. #307, Pasadena, CA 91103 ("Contractor").

**WITNESSETH:**

**WHEREAS**, the City has engaged the Contractor to provide certain services ("Services") to the City; and

**WHEREAS**, the City and the Contractor have entered into a Contract reflecting the terms and conditions governing the subject engagement; and

**WHEREAS**, Article 17 of the Contract permits the parties to amend the Contract by mutual agreement; and

**WHEREAS**, it is the mutual desire of the parties to enter into this Amendment to amend the Contract as set out in detail in the following sections;

**NOW, THEREFORE**, in consideration of the foregoing, and of the benefits to accrue to the parties from this Amendment, the parties agree that this Contract is amended as follows:

**1. AMENDMENT TO SECTION 7, COMPENSATION**

**1.01** Section 7.01, which now reads:

Compensation for Services provided shall not exceed the amount of two hundred seventy-nine thousand six hundred and forty dollars even [\$279,640.00], inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this contract is amended pursuant to Article 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract during the Initial Term.

Is amended to read:

Compensation for Services provided shall not exceed the amount of three hundred and fourteen thousand three hundred and ninety dollars even (\$314,390.00), inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this contract is amended pursuant to Article 17, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract during the Initial Term.

**2. AMENDMENT TO EXHIBIT A**

**2.01** In addition to the services currently listed in Exhibit A, Scope of Work, Section II, Services to be Performed, the following services will be added by Amendment No. 1:

**eCivis Data Integration**

**Data Integration: Discovery, Data Mapping, and Implementation (4-5 Weeks)**

The complete mapping and regular export of grant application, award, and amendment data into a universal format compatible with a client financial system can be completed in 4-5 weeks. However, this timeline depends on certain assumptions of the client’s capabilities, which would include the following:

- (1) Availability of internal expert in current format of grant data.
- (2) Availability of internal expert on setting up data export/imports
- (3) Ability to import grant data from a standardized format
- (4) Financial system expert on data fields available and desired for inclusion

Data integration begins with a review of the data points required to be exported. The eCivis team will use the general stages of Grant Application, Grant Award, and Grant Amendment to systematically evaluate all potential points of integration with the client’s financial system.

After all data points have been identified and mapped to corresponding eCivis data points, an export will be created and evaluated for each grant stage. Each stage will be tested and evaluated for any errors or unexpected integration impacts. After finalizing the format, a regular export/import process will be setup and monitored to ensure a “zero error” ongoing import process.

**Project Timeline**

The following timeline is a high-level representation of a typical Project Migration based on the factors listed above.

Start Date: TBD			Responsibility		Week 1	Week 2	Week 3	Week 4	Week 5	Actual	Actual
PHASE	INITIATIVE	ECIVIS	CLIENT							ECIVIS	CLIENT
D.I	PLANNING	Kick Off Meeting	X	X							
		Goals/Objectives	X	X							
		Staff roles	X	X							
		Timeline Finalization/Sign off	X								
		Set regular meeting schedule		X							
D.I	DATA MAPPING	Review project/grant setup	X	X							
		Identify/Develop Unique ID	X	X							
		Grant Application Crossover	X	X							
		Grant Award Crossover	X	X							
		Grant Ammendment Crossover	X	X							
		Create Export query	X								
D.I	EXPORT SETUP	Automate GTAP export	X								
		Automate GTAW export	X								
		Automate GTAM export	X								
		Set export location/format		X							
		Test export retrieval		X							
D.I	TESTING & QA	Review export w/ Account setup		X							
		Identify errors/repair	X	X							
		Confirm triggers at GTAM stages		X							
		Finalize Export	X								
D.I	GO LIVE	Setup regular export schedule	X								
		Review live accounts		X							

**3. AMENDMENT TO EXHIBIT B, FEE SCHEDULE**

**3.01 Section I (a), which now reads:**

The Contractor shall be paid for those Services performed pursuant to the Contract for a maximum amount of two hundred seventy nine thousand six hundred forty dollars even (\$279,640.00) for the term of this Contract as set forth in Exhibit A, Scope of Services

**Is amended to read:**

The Contractor shall be paid for those Services performed pursuant to the Contract for a maximum amount of three hundred and fourteen thousand three hundred and ninety dollars even (\$314,390.00) for the term of this Contract as set forth in Exhibit A, Scope of Services

**3.02 Section II, Project Fees**

In addition to the services and itemized fees currently listed in the original Exhibit B, Fee Schedule, Section II, Project Fees, the following services and itemized fees will be added by Amendment No. 1:

GN: Recurring Annual Subscription Fee		Description	Units	Avg Unit Price	Total Price
GN: Data Integration Access		Access to Additional Features for Data Integration	1	\$3,000.00	\$3,000.00
<b>GN: Recurring Annual Subscription Fee Sub-Total</b>					<b>\$3,000.00</b>
GN: Non-Recurring Annual Subscription Fee		Description	Units	Avg Unit Price	Total Price
GN: Data Integration Setup		GN: Data Integration Setup Fee (CSV format)	1	\$30,000.00	\$30,000.00
<b>GN: Non-Recurring Annual Subscription Fee Sub-Total</b>					<b>\$30,000.00</b>
<b>TOTAL PRICE</b>					<b>\$33,000.00</b>

**Subscription Period(s) and Payment Terms**

The Subscription Period of this Agreement will conclude 10/08/2017. Payment is due net 30 days from Invoice date.

- Cycle 1: 03/09/2016 through 10/08/2016 for a price of \$31,750 (pro-rated for 7 months)
- Cycle 2: 10/09/2016 through 10/08/2017 for a price of \$3,000
- Cycle 3: 10/09/2017 through 10/08/2018 for a price of \$3,000 (optional)
- Cycle 4: 10/09/2018 through 10/08/2019 for a price of \$3,000 (optional)

The City estimates that the City Council will approve the contract amendment so that the following time-line can be met. However, in the event that this time-line is not met, the Contractor will pro-rate and adjust the schedule accordingly.

**Payment Terms:**

Payment will be based on completed milestones:

**Milestone 1:** Data Mapping Completed for: (1) Grant Application Stage; (2) Grant Award Stage; (3) Grant Amendment

**Milestone 2:** (1) Data Import Testing and Development; (2) Ongoing Batch Delivery from eCivis

**4. EFFECT OF AMENDED TERMS ON THE REMAINING PROVISIONS OF THE CONTRACT**

**4.01** With the exception of the provisions of the Contract specifically contained in this Amendment, all other terms, conditions and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.

**5. AMENDMENT AUTHORIZATION**

**5.01** This Amendment to the Contract shall not become effective until:

- a) The Amendment has been approved by the required City departments;
- b) The Amendment has been authorized by resolution of the City Council; and
- c) The Amendment has been signed by the City's Purchasing Director.

Prior to the approvals set forth in this Section, the Finance Director shall not authorize any payments to the Contractor pursuant to this Amendment, nor shall the City incur any liability to pay for any services or to reimburse the Contractor for any expenditure authorized by this Amendment.

**Signature Page**

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

City of Detroit:  
Finance Department:

By: DocuSigned by:  
Nichelle Hughley 2/18/2016  
3581C3B3D5F343C...

Name

Deputy CFO - Office of Grants Management

Title

eCivis, Inc.:

By: DocuSigned by:  
James Ha 2/18/2016  
AFC2909399524D5...

James Ha

CEO

THIS CONTRACT WAS APPROVED  
BY THE CITY COUNCIL ON:

3/29/16

Date

THIS CONTRACT WAS APPROVED  
BY FRC ON:  
(if FRC approval is not required, leave blank)

Date

APPROVED BY LAW DEPARTMENT  
PURSUANT TO § 7.5-206 OF THE CHARTER  
OF THE CITY OF DETROIT

DocuSigned by:  
Boysie Jackson 4/15/2016  
E7BD9F26E53A4D0...  
Chief Procurement Officer Date

DocuSigned by:  
James Edwards 4/11/2016  
23C12D9E4C0A41D...  
Corporation Counsel Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY  
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CHIEF PROCUREMENT  
OFFICER.**

**CORPORATION CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_ James Ha \_\_\_\_\_, Corporate Secretary of  
(name of corporate secretary)

\_\_\_\_\_ eCivis Inc. \_\_\_\_\_, a \_\_\_\_\_ California \_\_\_\_\_  
(complete name of corporation) (state of incorporation)

\_\_\_\_\_ for-profit \_\_\_\_\_ corporation (the "Corporation"), **DO HEREBY CERTIFY** that the  
(non-profit or for profit)

following is a true and correct excerpt from the minutes of the meeting of the Board of Directors

duly called and held on \_\_\_\_\_ January 1<sup>st</sup>, 2011\_, and that the same is now in full force and effect:  
(date of meeting)

**"RESOLVED**, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal of otherwise, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

**FURTHER, I CERTIFY** that \_\_\_\_\_ James Ha \_\_\_\_\_ is President, CEO, and Corporate Secretary.

**FURTHER, I CERTIFY** that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

**IN WITNESS THEREOF**, I have set my hand this \_\_17 day of \_February, 2016\_\_.

**CORPORATE SEAL**  
(if any)

DocuSigned by:  
*James Ha*  
AFC2909399524D5...

\_\_\_\_\_  
Corporation Secretary

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.**

**PROFESSIONAL SERVICES CONTRACT**

**BETWEEN**

**CITY OF DETROIT, MICHIGAN**

**AND**

eCivis, Inc.

**CONTRACT NO.**

2890777-1

**Table of Contents**

12.01 **Article 1: Definitions**..... 4

12.02 **Article 2: Engagement of Contractor**..... 6

12.03 **Article 3: Contractor's Representations and Warranties** ..... 6

12.04 **Article 4: Contract Effective Date and Time of Performance** ..... 7

12.05 **Article 5: Data To Be Furnished Contractor**..... 8

12.06 **Article 6: Contractor Personnel and Contract Administration**..... 8

12.07 **Article 7: Compensation**..... 9

12.08 **Article 8: Maintenance and Audit of Records**..... 9

12.09 **Article 9: Indemnity**..... 10

12.010 **Article 10: Insurance** ..... 11

12.011 **Article 11: Default and Termination** ..... 13

12.012 **Article 12: Assignment**..... 15

12.013 **Article 13: Subcontracting** ..... 15

12.014 **Article 14: Conflict of Interest** ..... 16

12.015 **Article 15: Confidential Information** ..... 17

12.016 **Article 16: Compliance With Laws** ..... 17

**Article 17: Office of Inspector General**..... 17

**Article 18: Amendments**..... 18

**Article 19: Fair Employment Practices**..... 19

**Article 20: Notices**..... 19

17.01 **Article 21: Proprietary Rights and Indemnity** ..... 20

17.02 **Article 22: Force Majeure** ..... 21

17.03 **Article 23: Waiver**..... 21

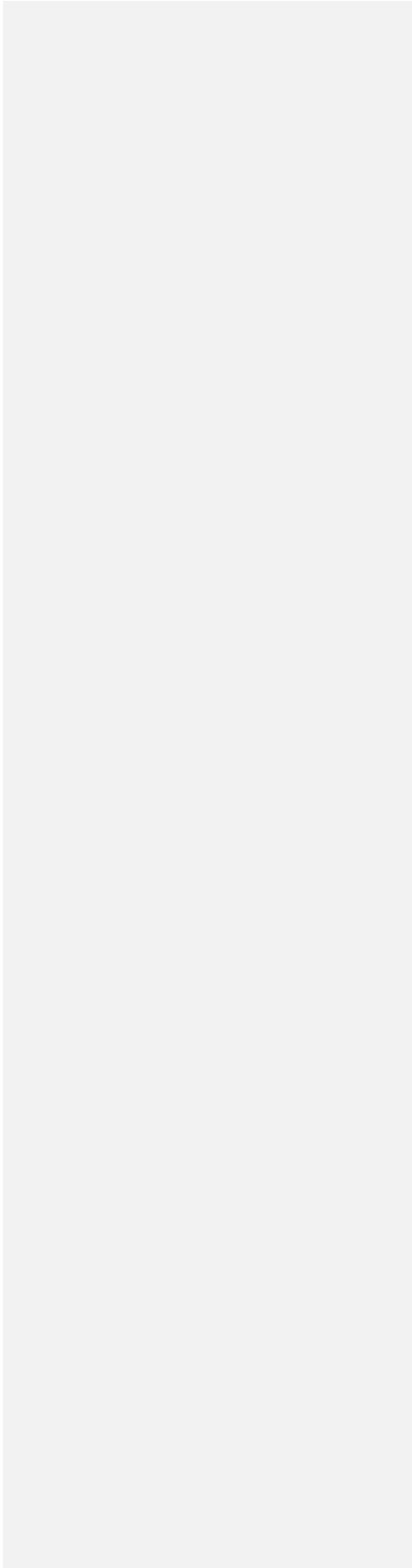
17.04 **Article 24: Miscellaneous**..... 21

**Signature Page**..... 24

A. **EXHIBIT A: SCOPE OF SERVICES** ..... 25

B. **EXHIBIT B: FEE SCHEDULE**..... 26

C. **EXHIBIT C: STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES**  
27



**CITY OF DETROIT  
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract ("Contract") is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its OCFO - Office of Grants Management

(name of department)

Department ("City"), and eCivis, Inc., a \_\_\_\_\_  
(name of contractor) (state of the union)

\_\_\_\_\_, with its principal place of business located at \_\_\_\_\_  
(form of business, e.g. corporation, LLC)

eCivis, Inc. (Lockbox), Dept 3495 Los Angeles CA, 90084-3495 ("Contractor").  
(complete address)

**Recitals:**

Whereas, the City desires to engage the Contractor to render certain technical or professional services ("Services") as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and Accordingly, the parties agree as follows:

**Article 1: Definitions**

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Exhibit C" is the Contractor's Statement of Political Contributions and Expenditures.

"Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract."

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Technology" shall mean any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers,

supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

**Article 2: Engagement of Contractor**

- 2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.
- 2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.
- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

**Article 3: Contractor's Representations and Warranties**

- 3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

- 3.02 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:
- a) That all Technology provided to the City under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the City;
  - b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such technology will perform according to Contractor's published specifications;
  - c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;
  - d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
  - e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology and
- 3.03 That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.
- 3.04 That any Technology that it is provided to the City shall:
- a) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
  - b) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.

**Article 4: Contract Effective Date and Time of Performance**

- 4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Chief Procurement Officer. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council. The term of this Contract shall terminate on 03/26/2017.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor,

nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.

- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

**Article 5: Data To Be Furnished Contractor**

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

**Article 6: Contractor Personnel and Contract Administration**

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.
- 6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.
- 6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.
- 6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.

6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.

6.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

**Article 7: Compensation**

7.01 Compensation for Services provided shall not exceed the amount of \_\_\_\_\_ and \_\_\_\_\_/100 Dollars (\$279,640.00), inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

7.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_  
(Address) \_\_\_\_\_  
Detroit, Michigan \_\_\_\_\_ (ZIP Code) \_\_\_\_\_  
Telephone: (313) \_\_\_\_\_  
Facsimile: (313) \_\_\_\_\_

The City employee from whom payment should be requested is:

(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_  
(Address) \_\_\_\_\_  
Detroit, Michigan \_\_\_\_\_ (ZIP Code) \_\_\_\_\_  
Telephone: (313) \_\_\_\_\_  
Facsimile: (313) \_\_\_\_\_

**Article 8: Maintenance and Audit of Records**

8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.

- 8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.
- a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
  - b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
  - c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
  - d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.
  - e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.
- 8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

#### **Article 9: Indemnity**

- 9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:
- a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and

- b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
- c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

- 9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.
- 9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.
- 9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.
- 9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.
- 9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

**Article 10: Insurance**

10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

TYPE	AMOUNT NOT LESS THAN
a. Workers' Compensation	Michigan Statutory minimum
b. Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
c. Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate

- d. Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law) \$1,000,000.00 combined single limit for bodily injury and property damage

- 10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.
- 10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."
- 10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.
- 10.05 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.
- 10.06 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.
- 10.07 All insurance policies shall name the Contractor as the insured. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies. In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify the City in writing.
- 10.08 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 10.09 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance

required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

**Article 11: Default and Termination**

- 11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.
- 11.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.
  - a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
    - 1) The Contractor fails to begin work in accordance with the terms of this Contract; or
    - 2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
    - 3) The Contractor ceases to perform under the Contract; or
    - 4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
    - 5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
    - 6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
    - 7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
    - 8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
    - 9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
    - 10) The Contractor fails in any of the agreements set forth in this Contract; or
    - 11) The Contractor ceases to conduct business in the normal course; or
    - 12) The Contractor admits its inability to pay its debts generally as they become due.

- b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the tenth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.
- c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.
- e) The City's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.

11.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

11.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:

- a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
  - b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
  - c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
  - d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
  - e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.
- 11.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

**Article 12: Assignment**

- 12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

**Article 13: Subcontracting**

- 13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.
- 13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each

Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.

- 13.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.
- 13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.
- 13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

**Article 14: Conflict of Interest**

- 14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.
- 14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.
- 14.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.
- 14.05 The Contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the Contractor, its

affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.

- 14.06 The Contractor's Statement of Political Contributions and Expenditures shall be attached to this Contract as "Exhibit C" and made a part hereof. **This Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided.**
- 14.07 The Statement of Political Contributions and Expenditures shall be filed by the Contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

#### **Article 15: Confidential Information**

- 15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.
- 15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

#### **Article 16: Compliance With Laws**

- 16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

#### **Article 17: Office of Inspector General**

- 17.01. In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.

- 17.02. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 17.03. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 17.04. Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 17.05. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 17.06. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 17.07. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

**Article 18: Amendments**

- 18.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 18.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the

Contractor shall continue to perform the Services under this Contract until the dispute is resolved.

- 18.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Chief Procurement Officer.
- 18.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

**Article 19: Fair Employment Practices**

- 19.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.
- 19.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the City a copy of any subcontract upon request.
- 19.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

**Article 20: Notices**

- 20.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

*If to the OCFO - Office of Grants Management Department on behalf of the City:*

City of Detroit  
Department of OCFO - Office of Grants Management  
Detroit, MI 90084-3495  
Attention: Mr. /Ms.                     

*If to the Contractor:*

eCivis, Inc. (Lockbox), Dept 3495 Los Angeles CA, 90084-3495  
Attention: Mr. /Ms.                     

- 20.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

- 20.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

**Article 21: Proprietary Rights and Indemnity**

- 21.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.
- 21.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.
- 21.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents or copyrights for said Discoveries, if the City elects to do so.
- 21.04 Any Work Product provided by the Contractor to the City under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."
- 21.05 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.
- 21.06 The making of payments, including partial payments by the City to the Contractor, shall vest in the City title to, and the right to take possession of, all Work Product produced by the Contractor

up to the time of such payments, and the City shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.

- 21.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

**Article 22: Force Majeure**

- 22.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

**Article 23: Waiver**

- 23.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.
- 23.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.
- 23.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

**Article 24: Miscellaneous**

- 24.01 If this contract is grant funded, this contract is governed by the terms and conditions of the grant agreement. See the full terms and conditions of the grant are included with this contract.
- 24.02 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

- 24.03 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.
- 24.04 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 24.05 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 24.06 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 24.07 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 24.08 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 24.09 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 24.10 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 24.11 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 24.12 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 24.13 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.

- 24.14 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

(Signatures appear on next page)

**Signature Page**

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

City of Detroit:  
OCFO - Office of Grants Management  
Department:

Contractor:

By: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

THIS CONTRACT WAS APPROVED  
BY THE CITY COUNCIL ON:

THIS CONTRACT WAS APPROVED  
BY FRC ON:  
(if FRC approval is not required, leave blank)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED BY LAW DEPARTMENT  
PURSUANT TO § 7.5-206 OF THE CHARTER  
OF THE CITY OF DETROIT

\_\_\_\_\_  
Chief Procurement Officer                      Date

\_\_\_\_\_  
Corporation Counsel                              Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY  
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CHIEF PROCUREMENT  
OFFICER.**

## EXHIBIT A: SCOPE OF SERVICES

### I. Notice to Proceed

The term of this Contract shall begin on 03/26/2014 and shall terminate on 03/26/2017. The Contractor shall commence performance of this Contract upon receipt of a written "Notice to Proceed" from the City and in the manner specified in the Notice to Proceed.

### II. Services to be Performed

Project Description This amendment is for data integration to Oracle Fusion

Project Objective

Project Schedule

Project Materials

Project Coordination

Project Location

Project Deliverables

## **EXHIBIT B: FEE SCHEDULE**

### **I. General**

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of **XXX** Thousand and 00/100 Dollars (\$ 279,640.00 ), for the term of this Contract as set forth in Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

### **II. Project Fees**

The following chart outlines the costs for this project:

### **III. Project Billing**

**EXHIBIT C: STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES**

“**City Charter § 4-122, ¶ 2:** For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (“**Statement of Political Contributions and Expenditures**”), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

**Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.**

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

A	B	C	D	E
Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date

**(EXHIBIT C - continued)**  
**STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES**

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: \_\_\_\_\_

Print name: \_\_\_\_\_

Sworn and subscribed to before me on \_\_\_\_\_, 20\_\_\_\_  
[by \_\_\_\_\_, the \_\_\_\_\_ of the above named  
contractor/vendor, an authorized representative or agent of the contractor/vendor]

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Michigan,

Acting in \_\_\_\_\_ County

My Commission Expires: \_\_\_\_\_

**CORPORATION CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_, Corporate Secretary of  
(name of corporate secretary)

\_\_\_\_\_, a \_\_\_\_\_  
(complete name of corporation) (state of incorporation)

\_\_\_\_\_ corporation (the "Corporation"), **DO HEREBY CERTIFY** that the  
(non-profit or for profit)  
following is a true and correct excerpt from the minutes of the meeting of the Board of Directors  
duly called and held on \_\_\_\_\_, and that the same is now in full force and effect:  
(date of meeting)

**"RESOLVED**, that the Chairman, the President, each Vice President, the Treasurer,  
and the Secretary and each of them, is authorized to execute and deliver, in the name  
of and on behalf of the Corporation and under its corporate seal of otherwise, any  
agreement or other instrument or document ("Contract") in connection with any matter  
or transaction that shall have been duly approved; and the execution and delivery of  
any Contract by any of the aforementioned officers shall be conclusive evidence of such  
approval."

**FURTHER, I CERTIFY** that \_\_\_\_\_ is Chairman  
\_\_\_\_\_ is President,  
\_\_\_\_\_ is/are Vice President(s),  
\_\_\_\_\_ is Treasurer,  
\_\_\_\_\_ is Secretary,  
\_\_\_\_\_ is Executive Director, and  
\_\_\_\_\_ is \_\_\_\_\_.

**FURTHER, I CERTIFY** that any of the aforementioned officers or employees of the  
Corporation are authorized to execute and commit the Corporation to the conditions, obligations,  
stipulations and undertakings contained in the foregoing Contract between the City and the  
above-referenced Corporation and that all necessary corporate approvals have been obtained in  
relationship thereto.

**IN WITNESS THEREOF**, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.  
CORPORATE SEAL  
(if any)

\_\_\_\_\_  
Corporation Secretary

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF  
OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE  
AS PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON  
BEHALF OF THE CORPORATION.**

**LIMITED LIABILITY COMPANY**

**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_, a Manager or Member of  
(name of manager)  
\_\_\_\_\_, L.L.C, a limited liability company (the "Company"), **DO HEREBY**  
(name of company)  
**CERTIFY** that I am a Manager or Member of the Company who has the authority to act as an agent of the Company in executing this Certificate of Authority. I further certify that the following individuals are Managers or Members of the Company who have the authority to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FURTHER, I CERTIFY** that all necessary approvals by the Managers or Members of the Company have been obtained with respect to the execution of said Contract.

**IN WITNESS THEREOF**, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
COMPANY SEAL  
( if any )

\_\_\_\_\_  
Manager or Member

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR LIMITED LIABILITY COMPANY MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE LIMITED LIABILITY COMPANY.**

**PARTNERSHIP**  
**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_, A General Partner in \_\_\_\_\_,  
(name of general partner)

a \_\_\_\_\_ County, \_\_\_\_\_ Partnership (“the Partnership”)  
(county of registration) (state in which county lies)

**DO HEREBY CERTIFY** that I am a General Partner in the Partnership formulated pursuant to  
a Partnership Agreement dated \_\_\_\_\_, and that the following is a true and  
(date of meeting)

correct excerpt from the minutes of the meeting of the General Partnership held on \_\_\_\_\_  
and that the same is now in full force and effect:

“**RESOLVED**, that each General Partner is authorized to execute and deliver, in the name  
and on behalf of the Partnership, any agreement or other instrument or document (‘Contract’)  
in connection with any matter or transaction that shall have been duly approved; and the  
execution and delivery of any Contract by a general partner shall be conclusive evidence of  
such approval.”

**FURTHER, I CERTIFY** that the following persons are General Partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FURTHER, I CERTIFY** that any of the aforementioned General Partners of the  
Partnership are authorized to execute and commit the Partnership to the conditions, obligations,  
stipulations and undertakings contained in the foregoing Contract between the City and the above-  
referenced partnership that all necessary approvals have been obtained in relationship thereto.

**IN WITNESS THEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
CORPPORATE SEAL  
(if any)

\_\_\_\_\_  
General Partner

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF  
YOUR PARTNERSHIP MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A**

**PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE PARTNERSHIP.**

**UNINCORPORATED ASSOCIATION**  
**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_, Secretary of \_\_\_\_\_,  
(name of association secretary)

an unincorporated association (the "Association"), **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on \_\_\_\_\_, and that the same is now in full  
(date of meeting)

Force and effect:

**"RESOLVED**, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of an on behalf of the Association and under its Association seal or otherwise, any agreement or other instrument or document ("Contract") in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

**FURTHER, I CERTIFY** that \_\_\_\_\_ is Chairman  
\_\_\_\_\_ is President,  
\_\_\_\_\_ is/are Vice President(s),  
\_\_\_\_\_ is Treasurer,  
\_\_\_\_\_ is Secretary,  
\_\_\_\_\_ is Executive Director, and  
\_\_\_\_\_ is \_\_\_\_\_.

**FURTHER, I CERTIFY** that any of the aforementioned officers of the Association are authorized to execute or guarantee and commit the Association to the conditions, obligations, stipulations, and undertakings contained in the foregoing Contract between the City and the above-referenced Association and that all necessary Association approvals have been obtained in relationship thereto.

**IN WITNESS THEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CORPORATE SEAL  
(if any)

\_\_\_\_\_  
Association Secretary

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR ASSOCIATION MUST BE ONE OF THE INDIVIDUALS**

**LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS  
IN THE NAME OF AND ON BEHALF OF THE ASSOCIATION.**

## **SECTION 1 - CONTRACT PROVISIONS**

The funding agencies for the procurement addressed in this solicitation include the United States Department of Transportation, Federal Transit Administration (FTA); the State of Michigan, Department of Transportation (MDOT); and, the City of Detroit. Therefore, in addition to the applicable General Conditions, the Bidder/Contractor shall comply with the following clauses required by FTA, etc. The words, "Purchaser" and "Recipient", in these clauses shall, as applicable, mean the *City*.

### **1. ELIGIBLE BIDDERS**

Competition for this contract is open to all qualified bidders/contractors.

### **2. SINGLE BID RESPONSE**

If only one bid is received in response to the invitation for bids, a detailed cost proposal may be requested of the single bidder/contractor. A cost or price analysis and evaluation and/or audit will be performed of the cost proposal in order to determine whether or not the price quoted is fair and reasonable. If the price quote submitted is **not** deemed to be fair and reasonable, the City of Detroit, at its discretion may reject and re-solicit.

### **3. SUBCONTRACTOR UTILIZATION REQUIREMENTS**

A percentage (%) of the total contract amount, as indicated below, shall be subcontracted to DBE's who have been certified under the Michigan Unified Certification Program by either the DDOT Office of Contract Compliance, Wayne County or MDOT, or who are certified as small businesses (SBA-8a) by the U.S. Small Business Administration. All Contractors are responsible for making a good faith effort in meeting these goals and must document efforts accordingly.

Disadvantaged Business Enterprises (includes Minority, Women-Owned and SBA-8a Businesses):     %

### **4. CONTRACTOR CHANGES**

Any proposed change in this contract shall be submitted to the appropriate Public Body for its prior approval.

### **5. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

5.01 The *City* and *Contractor* acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this *Contract* and shall not be subject to any obligations or liabilities of the *City*, *Contractor*, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying *Contract*.

5.02 The *Contractor* agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the *Subcontractor* who will be subject to its provisions.

### **6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

6.01 The *Contractor* acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying *Contract*, the *Contractor* certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying *Contract* or the FTA assisted project for which this *Contract* work is being performed. In addition to other penalties that may be applicable, the *Contractor* further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the *Contractor* to the extent the Federal Government deems appropriate.

- 6.02 The *Contractor* also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the *Contractor*, to the extent the Federal Government deems appropriate.
- 6.03 The *Contractor* agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the *Subcontractor* who will be subject to the provisions.

7. **ACCESS TO THIRD PARTY CONTRACT RECORDS**

The following access to records requirements apply to this *Contract*:

- 7.01 The City is a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i). The *Contractor* agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the *Contractor* which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The *Contractor* also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO *Contractor* access to the *Contractor's* records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 7.02 The *Contractor* agrees to permit the *City* to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 7.03 The *Contractor* agrees to maintain all books, records, accounts and reports required under this *Contract* for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the *Contractor* agrees to maintain same until the *City*, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 7.04 FTA does not require the inclusion of these requirements in subcontracts.

8. **FEDERAL CHANGES**

The *Contractor* shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the *City* and FTA, as they may be amended or promulgated from time to time during the term of this contract. The *Contractor's* failure to so comply shall constitute a material breach of this *Contract*.

9. **TERMINATION OF CONTRACT (CONTRACTS > \$10,000)**

- 9.01 **Termination for Default (Supplies and Service)** If the *Contractor* fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the *Contractor* fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the *Contractor* a Notice of Termination specifying the nature of the default. The *Contractor* will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the *Contractor*

was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- 9.02 **Opportunity to Cure** The *City* in its sole discretion may, in the case of a termination for breach or default, allow the *Contractor* up to ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the *Contractor* fails to remedy to the *City's* satisfaction the breach or default of any of the terms, covenants, or conditions of this *Contract* within the time for cure designated by the *City* after receipt by the *Contractor* of written notice from the *City* setting forth the nature of said breach or default, the *City* shall have the right to terminate the *Contract* without any further obligation to the *Contractor*. Any such termination for default shall not in any way operate to preclude the *City* from also pursuing all available remedies against the *Contractor* and its sureties for said breach or default.

- 9.03 **Waiver of Remedies for any Breach** In the event that the *City* elects to waive its remedies for any breach by the *Contractor* of any covenant, term or condition of this *Contract*, such waiver by the *City* shall not limit the *City's* remedies for any succeeding breach of that or of any other term, covenant, or condition of this *Contract*.

**10. CIVIL RIGHTS EEO, ADA COMPLIANCE (Contracts >\$10,000)**

The following requirements apply to the underlying *Contract*:

- 10.01 **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the *Contractor* agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the *Contractor* agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 10.02 **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying *Contract*:
- 10.03 **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the *Contractor* agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The *Contractor* agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the *Contractor* agrees to comply with any implementing requirements FTA may issue.
- 10.04 **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the *Contractor* agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the *Contractor* agrees to comply with any implementing requirements FTA may issue.

- 10.05 Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the *Contractor* agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the *Contractor* agrees to comply with any implementing requirements FTA may issue.
- 10.06 The *Contractor* also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**11. TITLE VI COMPLIANCE (Contracts >\$10,000)**

During the performance of this contract, the bidder/contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "bidder/contractor"), agree as follows:

- 11.01 COMPLIANCE WITH REGULATIONS  
The bidder/contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 11.02 NONDISCRIMINATION  
The bidder/contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The bidder/contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations.
- 11.03 SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT  
In all solicitations either by competitive bidding or negotiation made by the bidder/contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the bidder/contractor of the bidder's/contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- 11.04 INFORMATION AND REPORTS  
The bidder/contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions.  
  
Where any information is required or a bidder/contractor is in the exclusive possession of another who fails or refuses to furnish this information, the bidder/contractor shall so certify to the Recipient, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 11.05 SANCTIONS FOR NONCOMPLIANCE  
In the event of the bidder's/contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to withholding of

payments to the bidder/contractor under the contract until the bidder/contractor complies, and/or, cancellation, termination or suspension of the contract, in whole or in part.

11.06 INCORPORATION OF PROVISIONS

The bidder/contractor shall include the provisions of paragraphs 11.01 through 11.06 of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The bidder/contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Federal Transit Administration may direct as a mean of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a bidder/contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the bidder/contractor may request the Recipient to enter such litigation, the bidder/contractor may request the United States to enter into such litigation to protect the interests of the United States.

12. DISADVANTAGED BUSINESS ENTERPRISE

12.01 This *Contract* is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. A *Contract* goal of 10 % has been established for this procurement.

**Comment [GR1]:** What contract goal for Disadvantaged Business Enterprise has been set for this contract? Enter numerical value.

12.02 The *Contractor* shall not discriminate on the basis of race, color, national origin, or sex in the performance of this *Contract*. The *Contractor* shall carry out applicable requirements of

12.03 49 CFR Part 26 in the award and administration of this DOT-assisted *Contract*. Failure by the *Contractor* to carry out these requirements is a material breach of this *Contract*, which may result in the termination of this *Contract* or such other remedy as DDOT deems appropriate. Each subcontract the *Contractor* signs with a *Subcontractor* must include the assurance in this paragraph (see 49 CFR 26.13(b)).

12.04 The *Contractor* is required to pay its *Subcontractors* performing work related to this *Contract* for satisfactory performance of that work no later than 30 days after the *Contractor's* receipt of payment for that work from the City.

12.05 The *Contractor* must promptly notify DDOT's Office of Contract Compliance whenever a DBE *Subcontractor* performing work related to this *Contract* is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The *Contractor* may not terminate any DBE *Subcontractor* and perform that work through its own forces or those of an affiliate without prior written consent of the DDOT's Office of Contract Compliance.

12.06 Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

12.07 That no contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 12.08 That in the event of any violation of the clause set forth in paragraph 12.01 of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 12.01 of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 12.01 of this section.
- 12.09 **Withholding for unpaid wages and liquidated damages** - DDOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 12.02 of this section.
- 12.10 **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**13. PROHIBITED INTEREST**

- 13.01 No member of, or delegate to, the Congress to the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- 13.02 No member, officer, or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

**14. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding *Contract* provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this *Contract*. The *Contractor* shall not perform any act, fail to perform any act, or refuse to comply with any *City* requests which would cause the *City* to be in violation of the FTA terms and conditions.

**15. SUSPENSION AND DEBARMENT (Contracts > \$25,000)**

Neither Bidder/Contractor, nor any officer or controlling interest holder of bidder/ contractor, is currently or has been previously, on any debarred bidders/contractors list maintained by the United States Government

This *Contract* is a covered transaction for purposes of 49 CFR Part 29. As such, the *Contractor* is required to verify that the *Contractor*, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are not excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The *Contractor* is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

**16. BUY AMERICA (Rolling Stock, Construction, and Materials & Supplies Contracts >\$100,000)**

Bidders/Contractors shall submit with the bid a completed Buy America Certificate indicating that the Bidder/Contractor will comply with the requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661, which

provide that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software and small purchases (currently less than \$100,000.00) made with capital, operating or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 per cent domestic content.

The Bidder/Contractor shall submit the appropriate Buy America certification with all bids on FTA-funded contracts except those subject to a general waiver. When required, the certificates are attached as Form C-1 and C-2 in the DDOT Contractual Provisions, Section 2 – Proposer’s Forms.

Bids or offers that are not accompanied by a completed Buy America certification shall be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Upon written request to the Secretary, DDOT may request a waiver of the above provisions. Such waiver may be granted if the Secretary determines;

- 16.01 That their application would be inconsistent with the public interest;
- 16.02 That such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- 16.03 In the case of the procurement of bus and other rolling stock (including train control, communication, and traction power equipment) under the Urban Mass Transportation Act of 1964, that (A) the cost of components which are produced in the United States is more than 60 per centum of the cost of all components of the vehicle, and (B) final assembly of the vehicle or equipment described in this paragraph has taken place in the United States;
- 16.04 That inclusion of domestic material will increase the cost of the overall project contract by more than 25 per centum. Further purposes of this section, in Calculating component’s cost, labor costs involved in final assembly shall not be included in the calculation.

**17. BREACHES AND DISPUTE RESOLUTION (Contracts > \$100,000)**

Disputes arising in the performance of this *Contract* which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the *City’s* Director of the Detroit Department of Transportation (“DDOT”). This decision shall be final and conclusive unless within ten

(10) calendar days from the date of receipt of its copy, the *Contractor* mails or otherwise furnishes a written appeal to the Director of DDOT. In connection with any such appeal, the *Contractor* shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director of DDOT shall be binding upon the *Contractor* and the *Contractor* shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by the *City*, the *Contractor* shall continue performance under this *Contract* while matters in dispute are being resolved.

**Remedies** - Unless this *Contract* provides otherwise, all claims, counterclaims, disputes and other matters in question between the *City* and the *Contractor* arising out of or relating to this *Contract* will be decided by arbitration if the parties mutually agree to arbitration by entering into an arbitration agreement, or, if the parties do not so mutually agree to arbitration, in a court of competent jurisdiction within the State of Michigan.

**Rights and Remedies** - The duties and obligations imposed by the *Contract* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the *City* or the *Contractor*

shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**18. LOBBYING ( Contracts >\$100,000)**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the *City*.

**19. CLEAN AIR (Contracts >\$100,000)**

19.01 The *Contractor* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The *Contractor* agrees to report each violation to the *City* and understands and agrees that the *City* will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

19.02 The *Contractor* also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**20. CLEAN WATER (Contracts >\$100,000)**

20.01 The *Contractor* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The *Contractor* agrees to report each violation to the *City* and understands and agrees that the *City* will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

20.02 The *Contractor* also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**21. CARGO PREFERENCE (Rolling Stock, Construction, Materials & Supplies Contracts property transported by vessel only)**

The Bidder/Contractor agrees:

21.01 To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separate for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

21.02 To furnish, within 20 days following date of loading for shipments originating with the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, Aon-board@ commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to the UMTA Administrator and the Procuring Agency (through the prime bidder/contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20230.

21.03 To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**22. FLY AMERICA (All Contracts Foreign Transport or Travel Only)**

The Bidder/Contractor agrees:

22.01 To comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The *Contractor* shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The *Contractor* agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**23. DAVIS BACON ACT (Construction Contracts >\$2,000)**

**Davis-Bacon and Copeland Anti-kickback Acts**

23.01 Background and Application:

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

23.02 **Minimum wages**

23.02.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 23.01.07 of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in

29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 23.01 of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- 23.02.2 The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- a) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - b) The classification is utilized in the area by the construction industry; and
  - c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - d) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- 23.02.3 If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- 23.02.4 In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- 23.02.5 The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 23.01.03 or 23.01.04 of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- 23.02.6 Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

23.02.7 If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

23.02.8 The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b) The classification is utilized in the area by the construction industry; and
- c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

23.02.9 If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

23.02.10 In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

23.02.11 The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 23.01.09 or 23.01.10 of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**23.03 Withholding**

23.03.1 The Detroit Department of Transportation shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers,

employed by the contractor or any subcontractor the full amount of wages required by the contract.

- 23.03.2 In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Detroit Department of Transportation may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**23.04 Payrolls and basic records**

- 23.04.1 Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- 23.04.2 The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Detroit Department of Transportation for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- 23.04.3 Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- a) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
  - b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no

deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

23.04.4 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 23.03.03 of this section.

23.04.5 The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

23.04.6 The contractor or subcontractor shall make the records required under paragraph 23.03.01 of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

23.05 **Apprentices and Trainees**

23.05.1 Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub-contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not

specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- 23.05.2 **Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- 23.05.3 **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- 23.06 **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 23.07 **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 23.08 **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- 23.09 **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 23.10 **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 23.11 **Certification of eligibility**
  - 23.11.1 By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - 23.11.2 No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - 23.11.3 The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**24. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Operation/Management, Rolling Stock, and Construction Contracts >\$100,000)**

The Bidder/Contractor agrees:

- 24.01 **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 24.02 **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph 24.01 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 24.01 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 24.01 of this section.
- 24.03 **Withholding for unpaid wages and liquidated damages** - The ( ) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 24.02 of this section.

**Comment [GR2]:** Insert name of the grantee

24.04 **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 24.01 through 24.04 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 24.01 through 24.04 of this section.

**25. BONDING REQUIREMENTS (Construction Contracts >\$100,000)**

For **ALL** construction or facility improvement contracts or subcontracts exceeding \$100,000:

- 25.01 If a **Bid Guarantee** is requested from each bidder, it **MUST** be equivalent to five (5) percent of the bid price. The "**bid guarantee**" shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified;
- 25.02 If a **Performance Bond** is requested from the successful bidder, it **MUST** be equivalent to **100** % - percent of the contract price. A "**performance bond**" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract; and
- 25.03 A **Payment Bond** is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts determined to adequately protect the federal interest are as follows:
- 25.03.01 Fifty percent **(50%)** of the contract price if the contract price is not more than \$1 million;
- 25.03.02 Forty percent **(40%)** of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- 25.03.03 Two and a half million dollars if the contract price is more than \$5 million.

ADVANCE PAYMENTS UTILITIZING FTA FUNDS ARE PROHIBITED UNLESS PRIOR WRITTEN CONCURRENCE IS OBTAINED FROM THE FTA.

**26. SEISMIC SAFETY (Professional A&E and New Construction Contracts)**

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The *Contractor* also agrees to ensure that all work performed under this *Contract* including work performed by a *Subcontractor* is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project

**27. Transit Employee Protective Provisions (Operations/Management Contracts)**

Contractor shall comply with applicable transit employee protective requirements as follows:

- 27.01 General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, contractor shall carry out transit operations work on the underlying contract in compliance with terms and conditions determined by USDOL to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and USDOL guidelines at 29 CFR 215, and any amendments thereto. These terms and conditions are identified in USDOL's letter of certification to FTA applicable to the municipal corporation's project from which FTA assistance is provided to support work on the underlying contract. Contractor shall carry out that work in compliance with the conditions stated in that USDOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with FTA assistance either for projects for elderly individuals

and individuals with disabilities authorized by 49 USC 5310(a)(2), or for projects for non-urbanized areas authorized by 49 USC 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

27.01.01 Transit Employee Protective Requirements for Projects Authorized by 49 USC 5310(a)(2) for Elderly Individuals & Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5310(a)(2), and if USDOT has determined or determines in the future that the employee protective requirements of 49 USC 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, contractor shall carry out the Project in compliance with the terms and conditions determined by USDOL to meet the requirements of 49 USC 5333(b), USDOL guidelines at 29 CFR 215, and any amendments thereto. These terms and conditions are identified in USDOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. Contractor shall perform transit operations in connection with the underlying contract in compliance with the conditions stated in that USDOL letter.

27.01.02 Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5311, the contractor shall comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by USDOT and USDOL, dated May 31, 1979, and the procedures implemented by USDOL or any revision thereto.

27.02 Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance

**28. CHARTER SERVICE OPERATIONS (All Operations/Management Contracts)**

Contractor shall comply with 49 USC 5323(d) and 49 CFR 604, which state that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under these exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

**29. SCHOOL BUS OPERATIONS (All Operations/Management Contracts)**

Pursuant to 49 USC 5323(f) and 49 CFR 605, recipients and sub-recipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients shall not use federally funded equipment, vehicles, or facilities.

**30. DRUG & ALCOHOL TESTING (All Transit Operations Contracts)**

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. §§§§ 702 et seq. b. Alcohol Misuse and Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

**31. RIGHTS IN DATA AND COPYRIGHT REQUIREMENTS (All Professional Service, Research and Development Contracts)**

Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is

delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance

provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**32. PATENT RIGHTS (All Professional Research and Development Contracts)**

The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**33. ENERGY CONSERVATION**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**34. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE (All ITS Projects)**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture in compliance with Sec. 5206(e) of TEA-21, 23 USC 502, and FHWA/FTA's "Transportation Equity Act for the 21st Century; Interim Guidance on Conformity with the National Intelligent Transportation Systems (ITS) Architecture and Standards" 63 Federal Register 70443 et seq. Dec. 21, 1998, and other subsequent Federal directives that may be issued.

**35. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that

special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**36. TOXIC MATERIAL REMOVAL (Construction Contracts)**

The Contractor will be responsible for the proper identification, packaging, testing, removal, transfer and disposal of all potentially toxic materials including asbestos materials and oil-filled transformers in compliance with all local, State, and Federal Laws and Regulations.

**37. ASSIGNMENT**

A Bidder/Contractor shall not assign any Purchase Order or Contract or any monies due there from without prior approval of the Purchasing Director, the Finance Director, and in some cases, the City Council. Contact the Purchases Agent for proper procedure.

**38. LAWS AND REGULATIONS**

In accordance with Federal legislation and regulations governing the use of the United States Department of Transportation, Federal Transit Administration (FTA) funds, the bidder/contractor agrees to comply with all applicable statutory and regulatory requirements for third party procurements as set forth in FTA Circulars 4220.1F, dated November 1, 2008, as amended, and 2015.1 incorporated herein by reference. The bidder/contractor agrees to obtain compliance from its subcontractors and to incorporate the statutes and regulations in any subcontract agreement resulting from this procurement.

Low bidders must supply certifications for restrictions on lobbying and debarment and suspensions as called for in FTA and OMB regulations and circulars.

**39. GEOGRAPHIC RESTRICTIONS**

The Bidder/Contractor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA [Acquisition of Management, Architectural and Engineering Services 49 U.S.C. Section 5325 (d)].

**40. PROTECTION OF SENSITIVE SECURITY INFORMATION**

Contractor must protect and take measures to ensure that its subcontractors protect sensitive security information made available to contractor during the course of the contract.

**41. FEDERAL COST PRINCIPLES**

All costs must be necessary, reasonable, and allocable to the project, authorized by DDOT, and not prohibited by Federal law or regulation.

**42. TEXTING WHILE DRIVING DISTRACTED DRIVING**

Texting while Driving Distracted Driving- To encourage safety among contractors while conducting business in behalf of DDOT, DDOT encourages contractors to adopt and promote Texting while Driving and distracted driving policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles.

**43. SEATBELT USAGE**

To encourage compliance with Federal Executive Order 13043 DDOT encourages contractors to adopt and promote an on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles.

44. Any contract/purchase order resulting from this solicitation shall include the forms indicated below [X]. Proposers/Bidders shall complete the required forms and return them, along with the checklist, with the signed bid/proposal document. Failure to submit the required forms shall be a basis for **rejection** of your bid/proposal.

- FORM A - Bidder's Certification Statement
- FORM B - Amendments/Riders
- FORM C-1 Buy America Certificate of Compliance or Non-Compliance with 49 USC 5323(j)(1)- (Steel, Iron, Manufactured Products)
- FORM C-2 Buy America Certificate of Compliance or Non-Compliance with 49 USC 5323(j)(2)(C) – (Rolling Stock)
- FORM D - Conflict of Interest Certification
- FORM E - Disadvantage Business Enterprise Program Requirements (total packet- 31 pages)
- FORM F - Suspensions and Debarment
- FORM G - Disclosure of Lobbying Activities
- FORM P-1 Bid Bond
- FORM P-2 Performance Bond
- FORM P-3 Payment Bond
- FORM Q Responsibility of Bidder/Proposer Determination
- FORM Q-3 Technical Disclosure
- FORM Q-4 Financial Disclosure
- FORM S Verification and Acknowledgment

## **City of Detroit Data Security Requirements for Cloud Service Providers**

### **Security**

Security is an enterprise-wide function that involves security ranging from physical security, data security and application security. It is a responsibility that is shared by the cloud provider and City of Detroit (The City). The City requires physical security that denies unauthorized access to the building, facility, resource, or stored information. Cloud Providers should ensure that the facility hosting cloud services is secure and that the staff has proper background checks. When data or applications are moved to a cloud, the Contractor guarantees that the cloud offering satisfies these security requirements and enforces the compliance rules. Several comprehensive Best Practices exist and provide computer security guidance. The contractor shall comply with these practices which are set forth below. It is also important to note that security, compliance, and policy requirements are also a function of the legal jurisdiction of the region in which the cloud services are provided and can vary from country to country. The City may conduct independent audits of Contractors to verify the compliance with regulations or security policies.

### **Privacy**

If applicable, Cloud providers shall protect and ensure the proper and consistent collection, processing, communication, use, security and disposition of personally identifiable information (PII) in the cloud system. PII is the information that can be used to distinguish or trace an individual's identity, such as name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. The contractor shall use industry-standard best efforts to protect privacy and collected PII. Prior to the storage of PII with a Cloud Service Provider the City will conduct a Risk Assessment addressing Privacy Issues along with a possible Privacy Impact Assessment or the City may request the Contractor to provide audit reports verifying that privacy and security standards have been met. The review of the reports resulting from the use of the above referenced audits or reports tools will be conducted during the life of the Contract. Additional changes in scope may result in the request to conduct Risk Assessments or Privacy Impact Assessments.

### **Auditing**

A cloud auditor is a party that can conduct independent assessment of cloud services, information system operations, performance, and the security and privacy of a cloud computing implementation. A cloud auditor can evaluate the services provided by a cloud provider in terms of security controls, privacy impact, performance, and adherence to service level agreement parameters. Security and Privacy controls are the management, operational, and technical safeguards or countermeasures employed within an organizational information system to protect the confidentiality, integrity, and availability of the system and its information. For security auditing, a cloud auditor assesses the security controls in the information system to determine the extent to which the controls are implemented correctly, operating as intended, and producing the desired outcome with respect to the security requirements for the system. The security audit will include the verification of compliance with regulation and security policy.

Cloud Security & Privacy Requirement Areas	Requirements
To ensure effective governance, risk and compliance processes exist, please provide policies and products used for the following:	<ul style="list-style-type: none"> <li>• Provide diagram (and possible past examples) of Vendor's governance and notification processes for services, as required by The City</li> <li>• Describe how Vendor will guarantee legal and regulatory compliance with government and industry specific laws and regulations</li> <li>• Explain established Patch Deployment</li> <li>• Provide chart of Segregation of Duties</li> <li>• Adhere to The City Data Security and Data Privacy Policies, to be provided. Acknowledgement of receipt and compliance will be part of Service Level Agreement (SLA).</li> </ul>
To audit and ensure proper reporting of operational and business processes, please provide policies and products used for the following:	<ul style="list-style-type: none"> <li>• Describe the mechanism in place to provide reports to The City for both normal and exceptional behavior relating to security and privacy operations. (These reports can be either status or monitoring)</li> <li>• Document that the provider is willing to adhere to The City Policy and Procedures for Incident Handling. This is especially important in the area of Federal Tax Information. Provider can work with City of Detroit Security Manager to select the City's process, provider process, or build a hybrid.</li> <li>• Cloud providers security and privacy controls must follow one of the following sets of best practices: <ul style="list-style-type: none"> <li>○ NIST Series</li> <li>○ ISO/IEC Series</li> <li>○ COBIT</li> <li>○ ITIL</li> </ul> </li> <li>• Provide SSAE 16 (or comparable) Compliance Documentation upon request</li> </ul>
To manage people, roles and identities, please provide policies and products used for the following:	<ul style="list-style-type: none"> <li>• Two factor authentication</li> <li>• Fine grained access control</li> <li>• Process for account management</li> <li>• Detailed monitoring</li> <li>• Secure Remote Access</li> <li>• Encrypted Login Credentials</li> <li>• Adhere to The City Identity Management Policy. (To be provided, acknowledgement to be included in SLA)</li> </ul>
To ensure proper protection of data and information, please provide policies and products used for the following:	<ul style="list-style-type: none"> <li>• Frequency of a Data Inventory</li> <li>• Description of all responsible parties and their roles</li> <li>• Update procedure for above requirement</li> <li>• Encryption of all PII and other data deemed confidential (per inventory)</li> <li>• Key Management Program</li> <li>• Proven Malware Program</li> <li>• Adhere to The City Encryption Policy. Will be provided. Acknowledgement of receipt and compliance can be in contract</li> <li>• Separation of data belonging to different consumers in a multi-tenant environment?</li> </ul>
To enforce privacy policies, please provide information or policies and products used for the following:	<ul style="list-style-type: none"> <li>• Identification of physical location where The City PII will be stored</li> <li>• Adherence to all laws governing the areas of data storage</li> <li>• Risk Assessment and Privacy Impact Assessment covering</li> </ul>

Cloud Security & Privacy Requirement Areas	Requirements
	<ul style="list-style-type: none"> <li>• the storage of PII</li> <li>• Document people and process that can handle PII</li> </ul>
Please provide policies and products used for the following: Security provisions for City applications operating within the cloud	<ul style="list-style-type: none"> <li>• Within the contract, delineate responsibility for applications running on cloud infrastructure between the City or the provider</li> <li>• Where the responsibility lies with the provider, provide clear and specific security provisions to be applied to each application</li> </ul>
Please provide policies and products used which ensure cloud networks and connections are secure per the following:	<ul style="list-style-type: none"> <li>• Network traffic screened and firewall protected Network intrusion detection &amp; prevention in place</li> <li>• Network must have detailed logging and documented notification</li> <li>• Separation of network traffic in a shared multi-tenant provider environment</li> <li>• Dedicate VLANs with dedicated virtual firewall</li> <li>• The City network access separated from provider network access</li> <li>• The City VMs are on a dedicated hypervisor</li> </ul>
Please provide policies and products used which ensure security controls on physical infrastructure and facilities	<ul style="list-style-type: none"> <li>• Cloud service provider appropriate security controls to their physical infrastructure and facilities</li> <li>• Adhere to The City Physical Security Policy. To Be Provided, acknowledgement to be part of SLA.</li> <li>• Have facilities in place to ensure continuity of service in the face of environmental threats or equipment failures</li> </ul>
Please provide policies and products used for Storage and Backup	<ul style="list-style-type: none"> <li>• Insure that City supplied Recovery Point Objectives and Recovery Time Objectives to be met</li> <li>• Adhere to City Backup Policy and City Business Continuity Policy. To Be Provided, acknowledgement to be part of SLA.</li> <li>• Online storage and backup media scrubbed when retired or replaced</li> <li>• Provide copy of Workforce Recovery Plan</li> </ul>
Please provide policies and products used for Managing Security	<ul style="list-style-type: none"> <li>• Service Provider must provide for review contract clauses that require that all security terms must also pass down to any peer cloud service providers</li> </ul>
Please provide policies and products used for Security requirements of the exit process	<ul style="list-style-type: none"> <li>• Documented exit process and approved by The City</li> <li>• Provide detail of processes used for data sanitation</li> <li>• Adhere to The City FTI Deletion Policy; To Be Provided, acknowledgement to be part of SLA.</li> </ul>

**PROFESSIONAL SERVICES CONTRACT**

**BETWEEN**

**CITY OF DETROIT, MICHIGAN**

**AND**

eCivis, Inc.

**CONTRACT NO.**

2890777-1

**Table of Contents**

12.01 **Article 1: Definitions**..... 4

12.02 **Article 2: Engagement of Contractor**..... 6

12.03 **Article 3: Contractor's Representations and Warranties** ..... 6

12.04 **Article 4: Contract Effective Date and Time of Performance** ..... 7

12.05 **Article 5: Data To Be Furnished Contractor**..... 8

12.06 **Article 6: Contractor Personnel and Contract Administration**..... 8

12.07 **Article 7: Compensation**..... 9

12.08 **Article 8: Maintenance and Audit of Records**..... 9

12.09 **Article 9: Indemnity**..... 10

12.010 **Article 10: Insurance** ..... 11

12.011 **Article 11: Default and Termination** ..... 13

12.012 **Article 12: Assignment**..... 15

12.013 **Article 13: Subcontracting** ..... 15

12.014 **Article 14: Conflict of Interest** ..... 16

12.015 **Article 15: Confidential Information** ..... 17

12.016 **Article 16: Compliance With Laws** ..... 17

**Article 17: Office of Inspector General**..... 17

**Article 18: Amendments**..... 18

**Article 19: Fair Employment Practices**..... 19

**Article 20: Notices**..... 19

17.01 **Article 21: Proprietary Rights and Indemnity** ..... 20

17.02 **Article 22: Force Majeure** ..... 21

17.03 **Article 23: Waiver**..... 21

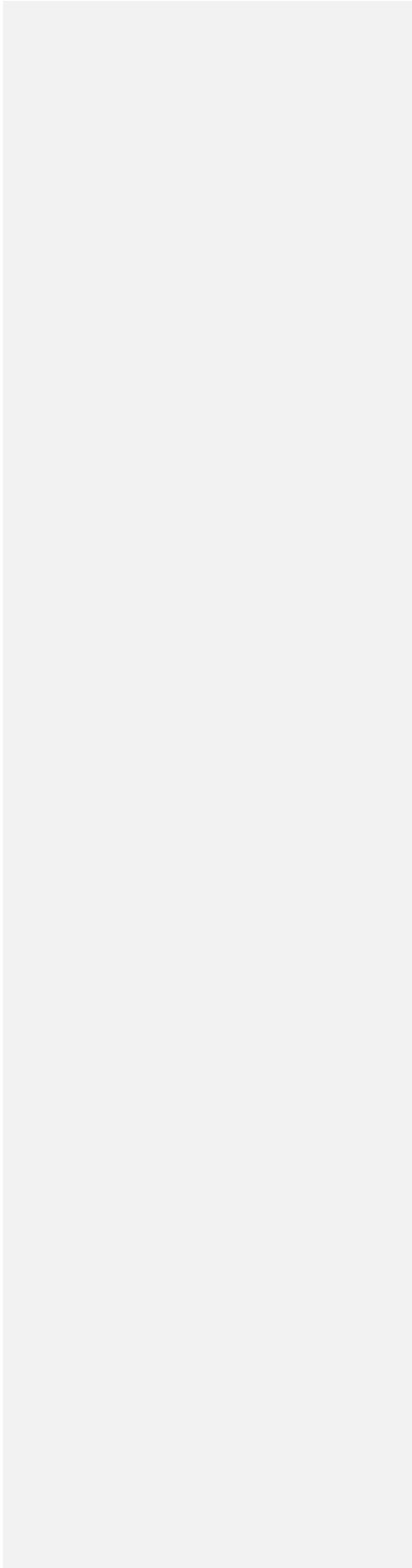
17.04 **Article 24: Miscellaneous**..... 21

**Signature Page**..... 24

A. **EXHIBIT A: SCOPE OF SERVICES** ..... 25

B. **EXHIBIT B: FEE SCHEDULE**..... 26

C. **EXHIBIT C: STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES**  
27



**CITY OF DETROIT  
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract ("Contract") is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its OCFO - Office of Grants Management

(name of department)

Department ("City"), and eCivis, Inc., a \_\_\_\_\_  
(name of contractor) (state of the union)

\_\_\_\_\_, with its principal place of business located at \_\_\_\_\_  
(form of business, e.g. corporation, LLC)

eCivis, Inc. (Lockbox), Dept 3495 Los Angeles CA, 90084-3495 ("Contractor").  
(complete address)

**Recitals:**

Whereas, the City desires to engage the Contractor to render certain technical or professional services ("Services") as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and Accordingly, the parties agree as follows:

**Article 1: Definitions**

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Exhibit C" is the Contractor's Statement of Political Contributions and Expenditures.

"Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract."

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Technology" shall mean any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers,

supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

**Article 2: Engagement of Contractor**

- 2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.
- 2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.
- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

**Article 3: Contractor's Representations and Warranties**

- 3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

- 3.02 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:
- a) That all Technology provided to the City under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the City;
  - b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such technology will perform according to Contractor's published specifications;
  - c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;
  - d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
  - e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology and
- 3.03 That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.
- 3.04 That any Technology that it is provided to the City shall:
- a) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
  - b) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.

**Article 4: Contract Effective Date and Time of Performance**

- 4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Chief Procurement Officer. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council. The term of this Contract shall terminate on 03/26/2017.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor,

nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.

- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

**Article 5: Data To Be Furnished Contractor**

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

**Article 6: Contractor Personnel and Contract Administration**

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.
- 6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.
- 6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.
- 6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.

6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.

6.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

**Article 7: Compensation**

7.01 Compensation for Services provided shall not exceed the amount of \_\_\_\_\_ and \_\_\_\_\_/100 Dollars (\$279,640.00), inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

7.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_  
(Address) \_\_\_\_\_  
Detroit, Michigan \_\_\_\_\_ (ZIP Code) \_\_\_\_\_  
Telephone: (313) \_\_\_\_\_  
Facsimile: (313) \_\_\_\_\_

The City employee from whom payment should be requested is:

(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_  
(Address) \_\_\_\_\_  
Detroit, Michigan \_\_\_\_\_ (ZIP Code) \_\_\_\_\_  
Telephone: (313) \_\_\_\_\_  
Facsimile: (313) \_\_\_\_\_

**Article 8: Maintenance and Audit of Records**

8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.

- 8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.
- a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
  - b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
  - c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
  - d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.
  - e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.
- 8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

#### **Article 9: Indemnity**

- 9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:
- a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and

- b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
- c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

- 9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.
- 9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.
- 9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.
- 9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.
- 9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

**Article 10: Insurance**

10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

TYPE	AMOUNT NOT LESS THAN
a. Workers' Compensation	Michigan Statutory minimum
b. Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
c. Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate

- d. Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law) \$1,000,000.00 combined single limit for bodily injury and property damage

- 10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.
- 10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."
- 10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.
- 10.05 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.
- 10.06 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.
- 10.07 All insurance policies shall name the Contractor as the insured. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies. In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify the City in writing.
- 10.08 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 10.09 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance

required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

**Article 11: Default and Termination**

- 11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.
- 11.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.
  - a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
    - 1) The Contractor fails to begin work in accordance with the terms of this Contract; or
    - 2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
    - 3) The Contractor ceases to perform under the Contract; or
    - 4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
    - 5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
    - 6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
    - 7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
    - 8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
    - 9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
    - 10) The Contractor fails in any of the agreements set forth in this Contract; or
    - 11) The Contractor ceases to conduct business in the normal course; or
    - 12) The Contractor admits its inability to pay its debts generally as they become due.

- b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the tenth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.
- c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.
- e) The City's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.

11.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

11.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:

- a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
  - b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
  - c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
  - d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
  - e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.
- 11.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

**Article 12: Assignment**

- 12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

**Article 13: Subcontracting**

- 13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.
- 13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each

Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.

- 13.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.
- 13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.
- 13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

**Article 14: Conflict of Interest**

- 14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.
- 14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.
- 14.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.
- 14.05 The Contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the Contractor, its

affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.

- 14.06 The Contractor's Statement of Political Contributions and Expenditures shall be attached to this Contract as "Exhibit C" and made a part hereof. **This Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided.**
- 14.07 The Statement of Political Contributions and Expenditures shall be filed by the Contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

#### **Article 15: Confidential Information**

- 15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.
- 15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

#### **Article 16: Compliance With Laws**

- 16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

#### **Article 17: Office of Inspector General**

- 17.01. In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.

- 17.02. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 17.03. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 17.04. Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 17.05. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 17.06. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 17.07. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

**Article 18: Amendments**

- 18.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 18.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the

Contractor shall continue to perform the Services under this Contract until the dispute is resolved.

- 18.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Chief Procurement Officer.
- 18.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

**Article 19: Fair Employment Practices**

- 19.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.
- 19.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the City a copy of any subcontract upon request.
- 19.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

**Article 20: Notices**

- 20.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

*If to the OCFO - Office of Grants Management Department on behalf of the City:*

City of Detroit  
Department of OCFO - Office of Grants Management  
Detroit, MI 90084-3495  
Attention: Mr. /Ms.                     

*If to the Contractor:*

eCivis, Inc. (Lockbox), Dept 3495 Los Angeles CA, 90084-3495  
Attention: Mr. /Ms.                     

- 20.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

- 20.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

**Article 21: Proprietary Rights and Indemnity**

- 21.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.
- 21.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.
- 21.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents or copyrights for said Discoveries, if the City elects to do so.
- 21.04 Any Work Product provided by the Contractor to the City under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."
- 21.05 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.
- 21.06 The making of payments, including partial payments by the City to the Contractor, shall vest in the City title to, and the right to take possession of, all Work Product produced by the Contractor

up to the time of such payments, and the City shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.

- 21.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

**Article 22: Force Majeure**

- 22.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

**Article 23: Waiver**

- 23.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.
- 23.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.
- 23.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

**Article 24: Miscellaneous**

- 24.01 If this contract is grant funded, this contract is governed by the terms and conditions of the grant agreement. See the full terms and conditions of the grant are included with this contract.
- 24.02 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

- 24.03 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.
- 24.04 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 24.05 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 24.06 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 24.07 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 24.08 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 24.09 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 24.10 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 24.11 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 24.12 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 24.13 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.

- 24.14 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

(Signatures appear on next page)

**Signature Page**

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

City of Detroit:  
OCFO - Office of Grants Management  
Department:

Contractor:

By: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

THIS CONTRACT WAS APPROVED  
BY THE CITY COUNCIL ON:

THIS CONTRACT WAS APPROVED  
BY FRC ON:  
(if FRC approval is not required, leave blank)

3/29/16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED BY LAW DEPARTMENT  
PURSUANT TO § 7.5-206 OF THE CHARTER  
OF THE CITY OF DETROIT

DocuSigned by:  
*Boysie Jackson* 4/8/2016  
\_\_\_\_\_  
E7BD9F26E53A4D0...  
Chief Procurement Officer Date

DocuSigned by:  
*James Edwards* 4/5/2016  
\_\_\_\_\_  
23C12D9E4C0A44D...  
Corporation Counsel Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY  
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CHIEF PROCUREMENT  
OFFICER.**

## EXHIBIT A: SCOPE OF SERVICES

### I. Notice to Proceed

The term of this Contract shall begin on 03/26/2014 and shall terminate on 03/26/2017. The Contractor shall commence performance of this Contract upon receipt of a written "Notice to Proceed" from the City and in the manner specified in the Notice to Proceed.

### II. Services to be Performed

Project Description This amendment is for data integration to Oracle Fusion

Project Objective

Project Schedule

Project Materials

Project Coordination

Project Location

Project Deliverables

## **EXHIBIT B: FEE SCHEDULE**

### **I. General**

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of **XXX** Thousand and 00/100 Dollars (\$ 279,640.00 ), for the term of this Contract as set forth in Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

### **II. Project Fees**

The following chart outlines the costs for this project:

### **III. Project Billing**

**EXHIBIT C: STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES**

“**City Charter § 4-122, ¶ 2:** For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (“**Statement of Political Contributions and Expenditures**”), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

**Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.**

- In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.
- In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.
- In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.
- In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.
- In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

A	B	C	D	E
Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date

**(EXHIBIT C - continued)**  
**STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES**

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: \_\_\_\_\_

Print name: \_\_\_\_\_

Sworn and subscribed to before me on \_\_\_\_\_, 20\_\_\_\_  
[by \_\_\_\_\_, the \_\_\_\_\_ of the above named  
contractor/vendor, an authorized representative or agent of the contractor/vendor]

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Michigan,

Acting in \_\_\_\_\_ County

My Commission Expires: \_\_\_\_\_

**CORPORATION CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_, Corporate Secretary of  
(name of corporate secretary)

\_\_\_\_\_, a \_\_\_\_\_  
(complete name of corporation) (state of incorporation)

\_\_\_\_\_ corporation (the "Corporation"), **DO HEREBY CERTIFY** that the  
(non-profit or for profit)  
following is a true and correct excerpt from the minutes of the meeting of the Board of Directors  
duly called and held on \_\_\_\_\_, and that the same is now in full force and effect:  
(date of meeting)

**"RESOLVED**, that the Chairman, the President, each Vice President, the Treasurer,  
and the Secretary and each of them, is authorized to execute and deliver, in the name  
of and on behalf of the Corporation and under its corporate seal of otherwise, any  
agreement or other instrument or document ("Contract") in connection with any matter  
or transaction that shall have been duly approved; and the execution and delivery of  
any Contract by any of the aforementioned officers shall be conclusive evidence of such  
approval."

**FURTHER, I CERTIFY** that \_\_\_\_\_ is Chairman  
\_\_\_\_\_ is President,  
\_\_\_\_\_ is/are Vice President(s),  
\_\_\_\_\_ is Treasurer,  
\_\_\_\_\_ is Secretary,  
\_\_\_\_\_ is Executive Director, and  
\_\_\_\_\_ is \_\_\_\_\_.

**FURTHER, I CERTIFY** that any of the aforementioned officers or employees of the  
Corporation are authorized to execute and commit the Corporation to the conditions, obligations,  
stipulations and undertakings contained in the foregoing Contract between the City and the  
above-referenced Corporation and that all necessary corporate approvals have been obtained in  
relationship thereto.

**IN WITNESS THEREOF**, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.  
CORPORATE SEAL  
(if any)

\_\_\_\_\_  
Corporation Secretary

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF  
OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE  
AS PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON  
BEHALF OF THE CORPORATION.**



**PARTNERSHIP**  
**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_, A General Partner in \_\_\_\_\_,  
(name of general partner)

a \_\_\_\_\_ County, \_\_\_\_\_ Partnership (“the Partnership”)  
(county of registration) (state in which county lies)

**DO HEREBY CERTIFY** that I am a General Partner in the Partnership formulated pursuant to  
a Partnership Agreement dated \_\_\_\_\_, and that the following is a true and  
(date of meeting)

correct excerpt from the minutes of the meeting of the General Partnership held on \_\_\_\_\_  
and that the same is now in full force and effect:

“**RESOLVED**, that each General Partner is authorized to execute and deliver, in the name  
and on behalf of the Partnership, any agreement or other instrument or document (‘Contract’)  
in connection with any matter or transaction that shall have been duly approved; and the  
execution and delivery of any Contract by a general partner shall be conclusive evidence of  
such approval.”

**FURTHER, I CERTIFY** that the following persons are General Partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FURTHER, I CERTIFY** that any of the aforementioned General Partners of the  
Partnership are authorized to execute and commit the Partnership to the conditions, obligations,  
stipulations and undertakings contained in the foregoing Contract between the City and the above-  
referenced partnership that all necessary approvals have been obtained in relationship thereto.

**IN WITNESS THEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
CORPPORATE SEAL  
(if any)

\_\_\_\_\_  
General Partner

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF  
YOUR PARTNERSHIP MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A**

**PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE PARTNERSHIP.**

**UNINCORPORATED ASSOCIATION**  
**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_, Secretary of \_\_\_\_\_,  
(name of association secretary)

an unincorporated association (the "Association"), **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on \_\_\_\_\_, and that the same is now in full  
(date of meeting)

Force and effect:

**"RESOLVED**, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of an on behalf of the Association and under its Association seal or otherwise, any agreement or other instrument or document ("Contract") in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

**FURTHER, I CERTIFY** that \_\_\_\_\_ is Chairman  
\_\_\_\_\_ is President,  
\_\_\_\_\_ is/are Vice President(s),  
\_\_\_\_\_ is Treasurer,  
\_\_\_\_\_ is Secretary,  
\_\_\_\_\_ is Executive Director, and  
\_\_\_\_\_ is \_\_\_\_\_.

**FURTHER, I CERTIFY** that any of the aforementioned officers of the Association are authorized to execute or guarantee and commit the Association to the conditions, obligations, stipulations, and undertakings contained in the foregoing Contract between the City and the above-referenced Association and that all necessary Association approvals have been obtained in relationship thereto.

**IN WITNESS THEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CORPORATE SEAL  
(if any)

\_\_\_\_\_  
Association Secretary

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR ASSOCIATION MUST BE ONE OF THE INDIVIDUALS**

**LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS  
IN THE NAME OF AND ON BEHALF OF THE ASSOCIATION.**

## **SECTION 1 - CONTRACT PROVISIONS**

The funding agencies for the procurement addressed in this solicitation include the United States Department of Transportation, Federal Transit Administration (FTA); the State of Michigan, Department of Transportation (MDOT); and, the City of Detroit. Therefore, in addition to the applicable General Conditions, the Bidder/Contractor shall comply with the following clauses required by FTA, etc. The words, "Purchaser" and "Recipient", in these clauses shall, as applicable, mean the *City*.

### **1. ELIGIBLE BIDDERS**

Competition for this contract is open to all qualified bidders/contractors.

### **2. SINGLE BID RESPONSE**

If only one bid is received in response to the invitation for bids, a detailed cost proposal may be requested of the single bidder/contractor. A cost or price analysis and evaluation and/or audit will be performed of the cost proposal in order to determine whether or not the price quoted is fair and reasonable. If the price quote submitted is **not** deemed to be fair and reasonable, the City of Detroit, at its discretion may reject and re-solicit.

### **3. SUBCONTRACTOR UTILIZATION REQUIREMENTS**

A percentage (%) of the total contract amount, as indicated below, shall be subcontracted to DBE's who have been certified under the Michigan Unified Certification Program by either the DDOT Office of Contract Compliance, Wayne County or MDOT, or who are certified as small businesses (SBA-8a) by the U.S. Small Business Administration. All Contractors are responsible for making a good faith effort in meeting these goals and must document efforts accordingly.

Disadvantaged Business Enterprises (includes Minority, Women-Owned and SBA-8a Businesses):     %

### **4. CONTRACTOR CHANGES**

Any proposed change in this contract shall be submitted to the appropriate Public Body for its prior approval.

### **5. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

- 5.01 The *City* and *Contractor* acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this *Contract* and shall not be subject to any obligations or liabilities of the *City*, *Contractor*, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying *Contract*.
- 5.02 The *Contractor* agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the *Subcontractor* who will be subject to its provisions.

### **6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- 6.01 The *Contractor* acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying *Contract*, the *Contractor* certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying *Contract* or the FTA assisted project for which this *Contract* work is being performed. In addition to other penalties that may be applicable, the *Contractor* further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the *Contractor* to the extent the Federal Government deems appropriate.

- 6.02 The *Contractor* also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the *Contractor*, to the extent the Federal Government deems appropriate.
- 6.03 The *Contractor* agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the *Subcontractor* who will be subject to the provisions.

**7. ACCESS TO THIRD PARTY CONTRACT RECORDS**

The following access to records requirements apply to this *Contract*:

- 7.01 The City is a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i). The Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 7.02 The *Contractor* agrees to permit the *City* to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 7.03 The *Contractor* agrees to maintain all books, records, accounts and reports required under this *Contract* for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the *Contractor* agrees to maintain same until the *City*, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 7.04 FTA does not require the inclusion of these requirements in subcontracts.

**8. FEDERAL CHANGES**

The *Contractor* shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the *City* and FTA, as they may be amended or promulgated from time to time during the term of this contract. The *Contractor's* failure to so comply shall constitute a material breach of this *Contract*.

**9. TERMINATION OF CONTRACT (CONTRACTS > \$10,000)**

- 9.01 **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor

was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- 9.02 **Opportunity to Cure** The *City* in its sole discretion may, in the case of a termination for breach or default, allow the *Contractor* up to ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the *Contractor* fails to remedy to the *City's* satisfaction the breach or default of any of the terms, covenants, or conditions of this *Contract* within the time for cure designated by the *City* after receipt by the *Contractor* of written notice from the *City* setting forth the nature of said breach or default, the *City* shall have the right to terminate the *Contract* without any further obligation to the *Contractor*. Any such termination for default shall not in any way operate to preclude the *City* from also pursuing all available remedies against the *Contractor* and its sureties for said breach or default.

- 9.03 **Waiver of Remedies for any Breach** In the event that the *City* elects to waive its remedies for any breach by the *Contractor* of any covenant, term or condition of this *Contract*, such waiver by the *City* shall not limit the *City's* remedies for any succeeding breach of that or of any other term, covenant, or condition of this *Contract*.

**10. CIVIL RIGHTS EEO, ADA COMPLIANCE (Contracts >\$10,000)**

The following requirements apply to the underlying *Contract*:

- 10.01 **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the *Contractor* agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the *Contractor* agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 10.02 **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying *Contract*:
- 10.03 **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the *Contractor* agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The *Contractor* agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the *Contractor* agrees to comply with any implementing requirements FTA may issue.
- 10.04 **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the *Contractor* agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the *Contractor* agrees to comply with any implementing requirements FTA may issue.

- 10.05 Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the *Contractor* agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the *Contractor* agrees to comply with any implementing requirements FTA may issue.
- 10.06 The *Contractor* also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**11. TITLE VI COMPLIANCE (Contracts >\$10,000)**

During the performance of this contract, the bidder/contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "bidder/contractor"), agree as follows:

- 11.01 COMPLIANCE WITH REGULATIONS  
The bidder/contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 11.02 NONDISCRIMINATION  
The bidder/contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The bidder/contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations.
- 11.03 SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT  
In all solicitations either by competitive bidding or negotiation made by the bidder/contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the bidder/contractor of the bidder's/contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- 11.04 INFORMATION AND REPORTS  
The bidder/contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions.  
  
Where any information is required or a bidder/contractor is in the exclusive possession of another who fails or refuses to furnish this information, the bidder/contractor shall so certify to the Recipient, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 11.05 SANCTIONS FOR NONCOMPLIANCE  
In the event of the bidder's/contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to withholding of

payments to the bidder/contractor under the contract until the bidder/contractor complies, and/or, cancellation, termination or suspension of the contract, in whole or in part.

11.06 INCORPORATION OF PROVISIONS

The bidder/contractor shall include the provisions of paragraphs 11.01 through 11.06 of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The bidder/contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Federal Transit Administration may direct as a mean of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a bidder/contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the bidder/contractor may request the Recipient to enter such litigation, the bidder/contractor may request the United States to enter into such litigation to protect the interests of the United States.

12. DISADVANTAGED BUSINESS ENTERPRISE

12.01 This *Contract* is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. A *Contract* goal of 10 % has been established for this procurement.

**Comment [GR1]:** What contract goal for Disadvantaged Business Enterprise has been set for this contract? Enter numerical value.

12.02 The *Contractor* shall not discriminate on the basis of race, color, national origin, or sex in the performance of this *Contract*. The *Contractor* shall carry out applicable requirements of

12.03 49 CFR Part 26 in the award and administration of this DOT-assisted *Contract*. Failure by the *Contractor* to carry out these requirements is a material breach of this *Contract*, which may result in the termination of this *Contract* or such other remedy as DDOT deems appropriate. Each subcontract the *Contractor* signs with a *Subcontractor* must include the assurance in this paragraph (see 49 CFR 26.13(b)).

12.04 The *Contractor* is required to pay its Subcontractors performing work related to this *Contract* for satisfactory performance of that work no later than 30 days after the *Contractor's* receipt of payment for that work from the City.

12.05 The *Contractor* must promptly notify DDOT's Office of Contract Compliance whenever a DBE *Subcontractor* performing work related to this *Contract* is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The *Contractor* may not terminate any DBE *Subcontractor* and perform that work through its own forces or those of an affiliate without prior written consent of the DDOT's Office of Contract Compliance.

12.06 Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

12.07 That no contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 12.08 That in the event of any violation of the clause set forth in paragraph 12.01 of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 12.01 of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 12.01 of this section.
- 12.09 **Withholding for unpaid wages and liquidated damages** - DDOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 12.02 of this section.
- 12.10 **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**13. PROHIBITED INTEREST**

- 13.01 No member of, or delegate to, the Congress to the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- 13.02 No member, officer, or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

**14. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding *Contract* provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this *Contract*. The *Contractor* shall not perform any act, fail to perform any act, or refuse to comply with any *City* requests which would cause the *City* to be in violation of the FTA terms and conditions.

**15. SUSPENSION AND DEBARMENT (Contracts > \$25,000)**

Neither Bidder/Contractor, nor any officer or controlling interest holder of bidder/ contractor, is currently or has been previously, on any debarred bidders/contractors list maintained by the United States Government

This *Contract* is a covered transaction for purposes of 49 CFR Part 29. As such, the *Contractor* is required to verify that the *Contractor*, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are not excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The *Contractor* is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

**16. BUY AMERICA (Rolling Stock, Construction, and Materials & Supplies Contracts >\$100,000)**

Bidders/Contractors shall submit with the bid a completed Buy America Certificate indicating that the Bidder/Contractor will comply with the requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661, which

provide that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software and small purchases (currently less than \$100,000.00) made with capital, operating or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 per cent domestic content.

The Bidder/Contractor shall submit the appropriate Buy America certification with all bids on FTA-funded contracts except those subject to a general waiver. When required, the certificates are attached as Form C-1 and C-2 in the DDOT Contractual Provisions, Section 2 – Proposer’s Forms.

Bids or offers that are not accompanied by a completed Buy America certification shall be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Upon written request to the Secretary, DDOT may request a waiver of the above provisions. Such waiver may be granted if the Secretary determines;

- 16.01 That their application would be inconsistent with the public interest;
- 16.02 That such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- 16.03 In the case of the procurement of bus and other rolling stock (including train control, communication, and traction power equipment) under the Urban Mass Transportation Act of 1964, that (A) the cost of components which are produced in the United States is more than 60 per centum of the cost of all components of the vehicle, and (B) final assembly of the vehicle or equipment described in this paragraph has taken place in the United States;
- 16.04 That inclusion of domestic material will increase the cost of the overall project contract by more than 25 per centum. Further purposes of this section, in Calculating component’s cost, labor costs involved in final assembly shall not be included in the calculation.

**17. BREACHES AND DISPUTE RESOLUTION (Contracts > \$100,000)**

Disputes arising in the performance of this *Contract* which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the *City’s* Director of the Detroit Department of Transportation (“DDOT”). This decision shall be final and conclusive unless within ten

(10) calendar days from the date of receipt of its copy, the *Contractor* mails or otherwise furnishes a written appeal to the Director of DDOT. In connection with any such appeal, the *Contractor* shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director of DDOT shall be binding upon the *Contractor* and the *Contractor* shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by the *City*, the *Contractor* shall continue performance under this *Contract* while matters in dispute are being resolved.

**Remedies** - Unless this *Contract* provides otherwise, all claims, counterclaims, disputes and other matters in question between the *City* and the *Contractor* arising out of or relating to this *Contract* will be decided by arbitration if the parties mutually agree to arbitration by entering into an arbitration agreement, or, if the parties do not so mutually agree to arbitration, in a court of competent jurisdiction within the State of Michigan.

**Rights and Remedies** - The duties and obligations imposed by the *Contract* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the *City* or the *Contractor*

shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**18. LOBBYING ( Contracts >\$100,000)**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the *City*.

**19. CLEAN AIR (Contracts >\$100,000)**

19.01 The *Contractor* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The *Contractor* agrees to report each violation to the *City* and understands and agrees that the *City* will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

19.02 The *Contractor* also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**20. CLEAN WATER (Contracts >\$100,000)**

20.01 The *Contractor* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The *Contractor* agrees to report each violation to the *City* and understands and agrees that the *City* will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

20.02 The *Contractor* also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**21. CARGO PREFERENCE (Rolling Stock, Construction, Materials & Supplies Contracts property transported by vessel only)**

The Bidder/Contractor agrees:

21.01 To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separate for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

21.02 To furnish, within 20 days following date of loading for shipments originating with the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, Aon-board@ commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to the UMTA Administrator and the Procuring Agency (through the prime bidder/contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20230.

21.03 To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**22. FLY AMERICA (All Contracts Foreign Transport or Travel Only)**

The Bidder/Contractor agrees:

22.01 To comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The *Contractor* shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The *Contractor* agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**23. DAVIS BACON ACT (Construction Contracts >\$2,000)**

**Davis-Bacon and Copeland Anti-kickback Acts**

23.01 Background and Application:

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

23.02 **Minimum wages**

23.02.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 23.01.07 of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in

29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 23.01 of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- 23.02.2 The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- a) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - b) The classification is utilized in the area by the construction industry; and
  - c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - d) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- 23.02.3 If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- 23.02.4 In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- 23.02.5 The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 23.01.03 or 23.01.04 of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- 23.02.6 Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

23.02.7 If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

23.02.8 The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b) The classification is utilized in the area by the construction industry; and
- c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

23.02.9 If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

23.02.10 In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

23.02.11 The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 23.01.09 or 23.01.10 of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**23.03 Withholding**

23.03.1 The Detroit Department of Transportation shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers,

employed by the contractor or any subcontractor the full amount of wages required by the contract.

- 23.03.2 In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Detroit Department of Transportation may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**23.04 Payrolls and basic records**

- 23.04.1 Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- 23.04.2 The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Detroit Department of Transportation for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- 23.04.3 Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- a) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
  - b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no

deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

23.04.4 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 23.03.03 of this section.

23.04.5 The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

23.04.6 The contractor or subcontractor shall make the records required under paragraph 23.03.01 of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

23.05 **Apprentices and Trainees**

23.05.1 Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub-contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not

specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- 23.05.2 **Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- 23.05.3 **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- 23.06 **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 23.07 **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 23.08 **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- 23.09 **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 23.10 **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 23.11 **Certification of eligibility**
  - 23.11.1 By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - 23.11.2 No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - 23.11.3 The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**24. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Operation/Management, Rolling Stock, and Construction Contracts >\$100,000)**

The Bidder/Contractor agrees:

- 24.01 **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 24.02 **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph 24.01 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 24.01 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 24.01 of this section.
- 24.03 **Withholding for unpaid wages and liquidated damages** - The ( ) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 24.02 of this section.

**Comment [GR2]:** Insert name of the grantee

24.04 **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 24.01 through 24.04 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 24.01 through 24.04 of this section.

**25. BONDING REQUIREMENTS (Construction Contracts >\$100,000)**

For **ALL** construction or facility improvement contracts or subcontracts exceeding \$100,000:

- 25.01 If a **Bid Guarantee** is requested from each bidder, it **MUST** be equivalent to five (5) percent of the bid price. The "**bid guarantee**" shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified;
- 25.02 If a **Performance Bond** is requested from the successful bidder, it **MUST** be equivalent to **100** % - percent of the contract price. A "**performance bond**" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract; and
- 25.03 A **Payment Bond** is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts determined to adequately protect the federal interest are as follows:
- 25.03.01 Fifty percent **(50%)** of the contract price if the contract price is not more than \$1 million;
- 25.03.02 Forty percent **(40%)** of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- 25.03.03 Two and a half million dollars if the contract price is more than \$5 million.

ADVANCE PAYMENTS UTILITIZING FTA FUNDS ARE PROHIBITED UNLESS PRIOR WRITTEN CONCURRENCE IS OBTAINED FROM THE FTA.

**26. SEISMIC SAFETY (Professional A&E and New Construction Contracts)**

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The *Contractor* also agrees to ensure that all work performed under this *Contract* including work performed by a *Subcontractor* is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project

**27. Transit Employee Protective Provisions (Operations/Management Contracts)**

Contractor shall comply with applicable transit employee protective requirements as follows:

- 27.01 General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, contractor shall carry out transit operations work on the underlying contract in compliance with terms and conditions determined by USDOL to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and USDOL guidelines at 29 CFR 215, and any amendments thereto. These terms and conditions are identified in USDOL's letter of certification to FTA applicable to the municipal corporation's project from which FTA assistance is provided to support work on the underlying contract. Contractor shall carry out that work in compliance with the conditions stated in that USDOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with FTA assistance either for projects for elderly individuals

and individuals with disabilities authorized by 49 USC 5310(a)(2), or for projects for non-urbanized areas authorized by 49 USC 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

27.01.01 Transit Employee Protective Requirements for Projects Authorized by 49 USC 5310(a)(2) for Elderly Individuals & Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5310(a)(2), and if USDOT has determined or determines in the future that the employee protective requirements of 49 USC 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, contractor shall carry out the Project in compliance with the terms and conditions determined by USDOL to meet the requirements of 49 USC 5333(b), USDOL guidelines at 29 CFR 215, and any amendments thereto. These terms and conditions are identified in USDOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. Contractor shall perform transit operations in connection with the underlying contract in compliance with the conditions stated in that USDOL letter.

27.01.02 Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5311, the contractor shall comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by USDOT and USDOL, dated May 31, 1979, and the procedures implemented by USDOL or any revision thereto.

27.02 Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance

**28. CHARTER SERVICE OPERATIONS (All Operations/Management Contracts)**

Contractor shall comply with 49 USC 5323(d) and 49 CFR 604, which state that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under these exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

**29. SCHOOL BUS OPERATIONS (All Operations/Management Contracts)**

Pursuant to 49 USC 5323(f) and 49 CFR 605, recipients and sub-recipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients shall not use federally funded equipment, vehicles, or facilities.

**30. DRUG & ALCOHOL TESTING (All Transit Operations Contracts)**

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. §§§§ 702 et seq. b. Alcohol Misuse and Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

**31. RIGHTS IN DATA AND COPYRIGHT REQUIREMENTS (All Professional Service, Research and Development Contracts)**

Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is

delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance

provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**32. PATENT RIGHTS (All Professional Research and Development Contracts)**

The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**33. ENERGY CONSERVATION**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**34. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE (All ITS Projects)**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture in compliance with Sec. 5206(e) of TEA-21, 23 USC 502, and FHWA/FTA's "Transportation Equity Act for the 21st Century; Interim Guidance on Conformity with the National Intelligent Transportation Systems (ITS) Architecture and Standards" 63 Federal Register 70443 et seq. Dec. 21, 1998, and other subsequent Federal directives that may be issued.

**35. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that

special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**36. TOXIC MATERIAL REMOVAL (Construction Contracts)**

The Contractor will be responsible for the proper identification, packaging, testing, removal, transfer and disposal of all potentially toxic materials including asbestos materials and oil-filled transformers in compliance with all local, State, and Federal Laws and Regulations.

**37. ASSIGNMENT**

A Bidder/Contractor shall not assign any Purchase Order or Contract or any monies due there from without prior approval of the Purchasing Director, the Finance Director, and in some cases, the City Council. Contact the Purchases Agent for proper procedure.

**38. LAWS AND REGULATIONS**

In accordance with Federal legislation and regulations governing the use of the United States Department of Transportation, Federal Transit Administration (FTA) funds, the bidder/contractor agrees to comply with all applicable statutory and regulatory requirements for third party procurements as set forth in FTA Circulars 4220.1F, dated November 1, 2008, as amended, and 2015.1 incorporated herein by reference. The bidder/contractor agrees to obtain compliance from its subcontractors and to incorporate the statutes and regulations in any subcontract agreement resulting from this procurement.

Low bidders must supply certifications for restrictions on lobbying and debarment and suspensions as called for in FTA and OMB regulations and circulars.

**39. GEOGRAPHIC RESTRICTIONS**

The Bidder/Contractor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA [Acquisition of Management, Architectural and Engineering Services 49 U.S.C. Section 5325 (d)].

**40. PROTECTION OF SENSITIVE SECURITY INFORMATION**

Contractor must protect and take measures to ensure that its subcontractors protect sensitive security information made available to contractor during the course of the contract.

**41. FEDERAL COST PRINCIPLES**

All costs must be necessary, reasonable, and allocable to the project, authorized by DDOT, and not prohibited by Federal law or regulation.

**42. TEXTING WHILE DRIVING DISTRACTED DRIVING**

Texting while Driving Distracted Driving- To encourage safety among contractors while conducting business in behalf of DDOT, DDOT encourages contractors to adopt and promote Texting while Driving and distracted driving policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles.

**43. SEATBELT USAGE**

To encourage compliance with Federal Executive Order 13043 DDOT encourages contractors to adopt and promote an on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles.

44. Any contract/purchase order resulting from this solicitation shall include the forms indicated below [X]. Proposers/Bidders shall complete the required forms and return them, along with the checklist, with the signed bid/proposal document. Failure to submit the required forms shall be a basis for **rejection** of your bid/proposal.

- FORM A - Bidder's Certification Statement
- FORM B - Amendments/Riders
- FORM C-1 Buy America Certificate of Compliance or Non-Compliance with 49 USC 5323(j)(1)- (Steel, Iron, Manufactured Products)
- FORM C-2 Buy America Certificate of Compliance or Non-Compliance with 49 USC 5323(j)(2)(C) – (Rolling Stock)
- FORM D - Conflict of Interest Certification
- FORM E - Disadvantage Business Enterprise Program Requirements (total packet- 31 pages)
- FORM F - Suspensions and Debarment
- FORM G - Disclosure of Lobbying Activities
- FORM P-1 Bid Bond
- FORM P-2 Performance Bond
- FORM P-3 Payment Bond
- FORM Q Responsibility of Bidder/Proposer Determination
- FORM Q-3 Technical Disclosure
- FORM Q-4 Financial Disclosure
- FORM S Verification and Acknowledgment

## **City of Detroit Data Security Requirements for Cloud Service Providers**

### **Security**

Security is an enterprise-wide function that involves security ranging from physical security, data security and application security. It is a responsibility that is shared by the cloud provider and City of Detroit (The City). The City requires physical security that denies unauthorized access to the building, facility, resource, or stored information. Cloud Providers should ensure that the facility hosting cloud services is secure and that the staff has proper background checks. When data or applications are moved to a cloud, the Contractor guarantees that the cloud offering satisfies these security requirements and enforces the compliance rules. Several comprehensive Best Practices exist and provide computer security guidance. The contractor shall comply with these practices which are set forth below. It is also important to note that security, compliance, and policy requirements are also a function of the legal jurisdiction of the region in which the cloud services are provided and can vary from country to country. The City may conduct independent audits of Contractors to verify the compliance with regulations or security policies.

### **Privacy**

If applicable, Cloud providers shall protect and ensure the proper and consistent collection, processing, communication, use, security and disposition of personally identifiable information (PII) in the cloud system. PII is the information that can be used to distinguish or trace an individual's identity, such as name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. The contractor shall use industry-standard best efforts to protect privacy and collected PII. Prior to the storage of PII with a Cloud Service Provider the City will conduct a Risk Assessment addressing Privacy Issues along with a possible Privacy Impact Assessment or the City may request the Contractor to provide audit reports verifying that privacy and security standards have been met. The review of the reports resulting from the use of the above referenced audits or reports tools will be conducted during the life of the Contract. Additional changes in scope may result in the request to conduct Risk Assessments or Privacy Impact Assessments.

### **Auditing**

A cloud auditor is a party that can conduct independent assessment of cloud services, information system operations, performance, and the security and privacy of a cloud computing implementation. A cloud auditor can evaluate the services provided by a cloud provider in terms of security controls, privacy impact, performance, and adherence to service level agreement parameters. Security and Privacy controls are the management, operational, and technical safeguards or countermeasures employed within an organizational information system to protect the confidentiality, integrity, and availability of the system and its information. For security auditing, a cloud auditor assesses the security controls in the information system to determine the extent to which the controls are implemented correctly, operating as intended, and producing the desired outcome with respect to the security requirements for the system. The security audit will include the verification of compliance with regulation and security policy.

Cloud Security & Privacy Requirement Areas	Requirements
To ensure effective governance, risk and compliance processes exist, please provide policies and products used for the following:	<ul style="list-style-type: none"> <li>• Provide diagram (and possible past examples) of Vendor's governance and notification processes for services, as required by The City</li> <li>• Describe how Vendor will guarantee legal and regulatory compliance with government and industry specific laws and regulations</li> <li>• Explain established Patch Deployment</li> <li>• Provide chart of Segregation of Duties</li> <li>• Adhere to The City Data Security and Data Privacy Policies, to be provided. Acknowledgement of receipt and compliance will be part of Service Level Agreement (SLA).</li> </ul>
To audit and ensure proper reporting of operational and business processes, please provide policies and products used for the following:	<ul style="list-style-type: none"> <li>• Describe the mechanism in place to provide reports to The City for both normal and exceptional behavior relating to security and privacy operations. (These reports can be either status or monitoring)</li> <li>• Document that the provider is willing to adhere to The City Policy and Procedures for Incident Handling. This is especially important in the area of Federal Tax Information. Provider can work with City of Detroit Security Manager to select the City's process, provider process, or build a hybrid.</li> <li>• Cloud providers security and privacy controls must follow one of the following sets of best practices: <ul style="list-style-type: none"> <li>○ NIST Series</li> <li>○ ISO/IEC Series</li> <li>○ COBIT</li> <li>○ ITIL</li> </ul> </li> <li>• Provide SSAE 16 (or comparable) Compliance Documentation upon request</li> </ul>
To manage people, roles and identities, please provide policies and products used for the following:	<ul style="list-style-type: none"> <li>• Two factor authentication</li> <li>• Fine grained access control</li> <li>• Process for account management</li> <li>• Detailed monitoring</li> <li>• Secure Remote Access</li> <li>• Encrypted Login Credentials</li> <li>• Adhere to The City Identity Management Policy. (To be provided, acknowledgement to be included in SLA)</li> </ul>
To ensure proper protection of data and information, please provide policies and products used for the following:	<ul style="list-style-type: none"> <li>• Frequency of a Data Inventory</li> <li>• Description of all responsible parties and their roles</li> <li>• Update procedure for above requirement</li> <li>• Encryption of all PII and other data deemed confidential (per inventory)</li> <li>• Key Management Program</li> <li>• Proven Malware Program</li> <li>• Adhere to The City Encryption Policy. Will be provided. Acknowledgement of receipt and compliance can be in contract</li> <li>• Separation of data belonging to different consumers in a multi-tenant environment?</li> </ul>
To enforce privacy policies, please provide information or policies and products used for the following:	<ul style="list-style-type: none"> <li>• Identification of physical location where The City PII will be stored</li> <li>• Adherence to all laws governing the areas of data storage</li> <li>• Risk Assessment and Privacy Impact Assessment covering</li> </ul>

Cloud Security & Privacy Requirement Areas	Requirements
	<ul style="list-style-type: none"> <li>• the storage of PII</li> <li>• Document people and process that can handle PII</li> </ul>
Please provide policies and products used for the following: Security provisions for City applications operating within the cloud	<ul style="list-style-type: none"> <li>• Within the contract, delineate responsibility for applications running on cloud infrastructure between the City or the provider</li> <li>• Where the responsibility lies with the provider, provide clear and specific security provisions to be applied to each application</li> </ul>
Please provide policies and products used which ensure cloud networks and connections are secure per the following:	<ul style="list-style-type: none"> <li>• Network traffic screened and firewall protected Network intrusion detection &amp; prevention in place</li> <li>• Network must have detailed logging and documented notification</li> <li>• Separation of network traffic in a shared multi-tenant provider environment</li> <li>• Dedicate VLANs with dedicated virtual firewall</li> <li>• The City network access separated from provider network access</li> <li>• The City VMs are on a dedicated hypervisor</li> </ul>
Please provide policies and products used which ensure security controls on physical infrastructure and facilities	<ul style="list-style-type: none"> <li>• Cloud service provider appropriate security controls to their physical infrastructure and facilities</li> <li>• Adhere to The City Physical Security Policy. To Be Provided, acknowledgement to be part of SLA.</li> <li>• Have facilities in place to ensure continuity of service in the face of environmental threats or equipment failures</li> </ul>
Please provide policies and products used for Storage and Backup	<ul style="list-style-type: none"> <li>• Insure that City supplied Recovery Point Objectives and Recovery Time Objectives to be met</li> <li>• Adhere to City Backup Policy and City Business Continuity Policy. To Be Provided, acknowledgement to be part of SLA.</li> <li>• Online storage and backup media scrubbed when retired or replaced</li> <li>• Provide copy of Workforce Recovery Plan</li> </ul>
Please provide policies and products used for Managing Security	<ul style="list-style-type: none"> <li>• Service Provider must provide for review contract clauses that require that all security terms must also pass down to any peer cloud service providers</li> </ul>
Please provide policies and products used for Security requirements of the exit process	<ul style="list-style-type: none"> <li>• Documented exit process and approved by The City</li> <li>• Provide detail of processes used for data sanitation</li> <li>• Adhere to The City FTI Deletion Policy; To Be Provided, acknowledgement to be part of SLA.</li> </ul>

**GRANT MANAGEMENT SERVICES CONTRACT**

**BETWEEN**

**CITY OF DETROIT, MICHIGAN**

**AND**

**ECIVIS, INC.**

**CONTRACT NO.**

289 0777

**CONTRACT PROVISIONS**

Article 1. Definitions.....3  
Article 2. Engagement of Contractor .....6  
Article 3. Contractor's Representations and Warranties .....9  
Article 4. Contract Effective Date and Time of Performance.....10  
Article 5. Data to Be Furnished to Contractor .....11  
Article 6. Contractor Personnel and Contract Administration.....11  
Article 7. Compensation .....12  
Article 8. Maintenance and Audit of Records.....13  
Article 9. Indemnity .....15  
Article 10. Insurance .....15  
Article 11. Default and Termination .....17  
Article 12. Assignment .....19  
Article 13. Subcontracting .....20  
Article 14. Conflict of Interest .....20  
Article 15. Confidential Information .....21  
Article 16. Compliance with Laws .....22  
Article 17. Amendments .....22  
Article 18. Fair Employment Practices .....23  
Article 19. Notices .....23  
Article 20. Proprietary Rights and Indemnity .....24  
Article 21. Force Majeure .....25  
Article 22. Waiver.....25  
Article 23. Miscellaneous .....26  
Signature Page .....27  
Exhibit A Scope of Services  
Exhibit B Fee Schedule  
Appendix A eCivis Proposal

**CITY OF DETROIT  
PROFESSIONAL SERVICES CONTRACT**

**This Professional Services Contract** (“Contract”) is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Information Technology Services Department ("City"), and eCivis, Inc., a Delaware corporation, with its principal place of business located at 418 N. Fair Oaks Ave., Suite 301, Pasadena, CA 91103 ("Contractor").

**Recitals:**

Whereas, the City desires to engage the Contractor to render certain technical or professional services ("Services") as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and

Accordingly, the parties agree as follows:

**Article 1.  
Definitions**

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, agents, and parent company and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council and by the Contractor.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Data" shall mean any confidential, proprietary or nonpublic information concerning the City which is furnished to the Contractor by or on behalf of the City, whether furnished before or after the date of this Agreement and regardless of the manner in which it is furnished, including but not limited to, information regarding the City's developments, concepts, improvements, designs, discoveries, ideas, processes, techniques, formulas, data and other intellectual property, plans and strategies, existing or proposed bids, financial or budgetary projections or information, investments, negotiations strategies, training information and materials, employee compensation, other employee information and/or information of any vendor, potential vendor or citizen of the City.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Professional Services" means work performed by Contractor for the City by the professional services division of the Contractor under this Agreement or any relevant purchase order. Such work may include, but not limited to, Grant Writing, Peer Review, Implementation Assistance, Data Migration Assistance, Technical Assistance and/or Training services.

"Purchased Services" means Services that the City or City Affiliates purchase under this Agreement for Grants Network<sup>TM</sup>, Professional Services or Nonprofit One-Stop<sup>TM</sup>.

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

2

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs, that are identified in this Contract as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract, including but not limited to the Purchased Services, the Professional Services, and the products and services that are ordered by the City and made available by the Contractor online via the customer login link at <http://www.ecivis.com> and/or other web pages designated by the Contractor.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Technology" shall mean any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Users" means individuals who are authorized by the City to use the Services, and who have been supplied user identifications and passwords by the City (or by Contractor at the City's request). Users are limited to City employees. Non-employees such as Consultants, contractors and agents, and third parties with which the City transacts business may not be granted access.

## **Article 2.**

### **Engagement of Contractor**

- 2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.
- 2.02 The Contractor shall perform its responsibilities in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. The Contractor further warrants that its work shall be performed in a professional and workmanlike manner, in strict compliance with all requirements, standards, and specifications of this Contract.
- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all web-based trainings and conference calls, in addition to on-site trainings listed in the Scope of Services, and any other travel necessary to perform the services

listed in the Scope of Services. On-site meetings, presentations and conferences requested by the City and not listed in the Scope of Services will be charged at a rate of \$250 per hour, plus the reimbursement of travel expenses. The total daily cost of such additional in-person services is not to exceed \$3,000 per person on site.

- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.
- 2.08 Contractor shall make the Purchased Services available to the City pursuant to this Contract and any relevant Purchase Order during the Term.
- 2.09 User Subscriptions. Unless otherwise specified in writing, (i) Purchased Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing

subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

- 2.10 Contractor shall, in addition to the complying with the requirements set forth in the Scope of Services: (i) provide its basic support for the Purchased Services to the City at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Contractor shall give at least 8 hours' notice via the Purchased Services and which Contractor shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Contractor's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Contractor's employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.
- 2.11 Contractor shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of City's Data. Contractor shall not (a) modify City's Data, (b) disclose City's Data except as compelled by law in accordance with this Contract or as expressly permitted in writing by the City, or (c) access City's Data except to provide the Services and prevent or address service or technical problems, or at the City's request in connection with customer support matters.
- 2.12 The City shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of City's Data and of the means by which the City acquires City's Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify the Contractor promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the user guide and applicable laws and government regulations. The City shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party

privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

2.13 Contractor does not own data or files submitted to Grants Network by third parties. The City assumes all risks that may occur from downloading third-party data or files.

2.14 Restrictions. The City shall not permit any third party to access the Services unless they are contributing to the City's grants management, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on the City's own intranets or otherwise for the City's own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

### **Article 3.**

#### **Contractor's Representations and Warranties**

3.01 The Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

3.02 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:

- (a) That all Technology provided to the City under this Contract shall perform according to the specifications and representations set forth in Appendix A and according to any other specifications and representations, including any manuals, provided by the Contractor to the City;
- (b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such technology will perform according to Contractor's published specifications;

- (c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;
- (d) That any Technology provided by Contractor under this Contract will not transmit Malicious Code to the City, provided that the Malicious Code is not uploaded by the City into the Services and later downloaded by the City; and
- (e) That any Technology that is provided to the City shall:
  - (1) Accurately recognize and process all date data including, but not limited to, daylight savings time and leap year data; and
  - (2) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct date and century.

**Article 4.**

**Contract Effective Date and Time of Performance**

4.01 This Contract shall be approved by the required City departments, approved by the Emergency Manager, and signed by the City’s Purchasing Director. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council and/or the Emergency Manager (“Effective Date”). The term of this Contract (the “Term”) shall terminate on the date three years from the Effective Date (the “Initial Term”), unless the City exercises two (2) one year renewal options, or unless earlier terminated in accordance with this Contract.

4.02 Prior to the Effective Date, the Contractor shall have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to the Effective Date.

**Article 5.**

**Data To Be Furnished to Contractor**

5.01 Copies of all information, reports, records, and Data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary Data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such Data.

## **Article 6.**

### **Contractor Personnel and Contract Administration**

6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.

6.02 The City may meet with the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City.

6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.

6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, or employee as a result of the

performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, or employees. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.

6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.

6.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

#### **Article 7.**

#### **Compensation**

7.01 Compensation for Services provided shall not exceed the amount of two hundred seventy-nine thousand six hundred and forty dollars even [\$279,640.00], inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract during the Initial Term.

7.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

John Hill  
Chief Financial Officer  
2 Woodward Ave.  
Detroit, Michigan 48226 (ZIP Code)  
Telephone: (313) 224-3382

The City employee from whom payment should be requested is:

John Naglick  
Financial Director  
2 Woodward Ave.  
Detroit, Michigan 48226 (ZIP Code)  
Telephone: (313) 224-3382

### **Article 8.**

#### **Maintenance and Audit of Records**

8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.

8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.

(a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit, or via electronic review if the Contractor can provide all required materials in a manner satisfactory to the City. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection.

The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request. The format and structure of how such data should be transmitted will be established by the City, but at a minimum it should be transmitted electronically in a common and easily readable structured format, such as delimited text.

- (b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within thirty (30) days of notification.
- (c) Any costs disallowed under this Contract that are found as a result of an audit of the Records shall be reported to the Contractor in writing. The Contractor shall review the disallowed costs and provide justification in writing to the City for the costs within thirty (30) days of notification. If the costs are verified by the City as disallowable, the City's account with the Contractor shall be credited for the disallowed costs within thirty (30) days of that verification by the City.
- (d) Each party shall pay its own audit costs.
- (e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

**Article 9.**  
**Indemnity**

9.01 The Contractor shall defend the City against any claim, demand, suit, or proceeding made or brought against the City by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify the City for any damages, attorney

fees and costs finally awarded against the City as a result of, and for amounts paid by the City under a court-approved settlement of, a Claim Against You; provided that the City:

- (a) promptly give the Contractor written notice of the Claim Against You;
- (b) give the Contractor sole control of the defense and settlement of the Claim Against You (provided that the Contractor may not settle any Claim Against You unless the settlement unconditionally releases the City of all liability); and
- (c) provide to the Contractor all reasonable assistance, at Contractor's expense.

In the event of a Claim Against You, or if the Contractor reasonably believes the Services may infringe or misappropriate, the Contractor may at its discretion and at no cost to the City: (i) modify the Services so that they no longer infringe or misappropriate, without breaching the Contractor's warranties, (ii) obtain a license for the City to continue the use of the Services in accordance with this Contract, or (iii) terminate the City's user subscriptions for such Services upon 30 days' written notice and refund to the City any prepaid fees covering the remainder of the term of such user subscriptions after the effective date of termination.

9.02 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the Term of this Contract:

- (a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
- (b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
- (c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

- 9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.
- 9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.
- 9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.

**Article 10.**

**Insurance**

- 10.01 During the Term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	California Statutory minimum
(b) Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
(d) Professional Liability Insurance	\$1,000,000.00 each occurrence

- (e) Automobile Liability Insurance \$1,000,000.00 combined single limit  
(covering all owned, hired and for bodily injury and property damage non-  
owned vehicles with personal  
and property protection  
insurance, including residual  
liability insurance under Michigan  
no fault insurance law)

10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract.

10.03 Each such policy shall contain cross-liability wording substantially similar to the following: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.

10.05 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.

10.06 All insurance policies shall name the Contractor as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior written notice to the City. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies.

10.07 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

**Article 11.**  
**Default and Termination**

11.01 This Contract shall remain in full force and effect until the end of its Term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.

11.02 The City reserves the right to terminate this Contract for cause. An event of default shall constitute "Cause."

- (a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
- (1) The Contractor fails to begin work on Professional Services or provide access to Purchased Services in accordance with the terms of this Contract; or
  - (2) The Contractor is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Purchased Services or Professional Services; or
  - (3) The Contractor ceases to perform Professional Services or provide access to Purchased Services described in the terms of this Contract; or
  - (4) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
  - (5) Without prior written notice to the City, any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or

- (6) The Contractor does not cure Contract violations within the notice period or disregards applicable laws, ordinances, permits, licenses or orders of the City.
  - (7) The Contractor admits its inability to pay its debts generally as they become due.
  - (8) The Contractor becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- (b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have thirty (30) calendar days within which to cure such default. If the default is cured within said thirty (30) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the thirtieth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.
- (c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- (d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract.

- (e) The City's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.

11.03 The City shall have the right to terminate this Contract with a Notice of Termination for Convenience given thirty (30) days prior to the end of any cycle period under this Contract. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

11.04 Contractor reserves the right to terminate this Contract for cause upon thirty (30) days written notice to the City if the City is in breach of this Contract, and the breach shall remain uncured at the expiration of such thirty (30) day period.

11.05 After receiving a Notice of Termination for Cause or Convenience, the Contractor shall:

- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
- (c) Terminate all orders to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;

- (d) Preserve all Records and submit to the City such Records and reports as the City shall specify; and
- (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

11.06 After expiration or earlier termination of the Contract, each party shall use its commercially reasonable efforts to assist the other party in the orderly termination of this Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party. Within 30 days after the effective date of termination of a Purchased Services subscription, the Contractor will make available to the City for download a file of the City's Data in comma separated value (.csv) format along with attachments in their native format. The Contractor will maintain such Data for a period of 90 days following the end of the effective date of such termination. The Contractor shall provide a quotation for the cost of the Contractor to maintain the City's Data in the Contractor's systems after such 90 day period.

**Article 12.**  
**Assignment**

12.01 Neither the Contractor nor the City shall assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the other party; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

**Article 13.**

### **Subcontracting**

13.01 Both parties agree that Subcontractors will not be used by the Contractor.

### **Article 14. Conflict of Interest**

14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.

14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.

14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

14.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.

### **Article 15. Confidential Information**

15.01 As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information is subject to open records requirements defined by state statute, unless explicitly exempt under state statute. The City's Confidential Information shall include the City's Data; the Contractor's Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Contract, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than the City's Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

15.02 The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Contract, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Contract and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Contract other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

15.03 The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the

disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

**Article 16.**  
**Compliance With Laws**

- 16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract.

**Article 17.**  
**Amendments**

- 17.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 17.02 No Amendment to this Contract, including a compensation modification, shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of

both parties, is approved by the appropriate City departments and the City Council, and is signed by the Purchasing Director. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.

17.03 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives.

**Article 18.**

**Fair Employment Practices**

18.01 The Contractor shall comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.

18.02 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

**Article 19.**

**Notices**

19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the **Finance Department** on behalf of the City:

City of Detroit  
Finance Department  
Coleman A. Young Municipal Center  
2 Woodward Avenue  
Detroit, MI 48226  
Attention: Mr. John Naglick

If to the **Information Technology Department** on behalf of the City:

City of Detroit  
IT Department  
Coleman A. Young Municipal Center  
2 Woodward Avenue  
Detroit, MI 48226  
Attention: Ms. Beth Niblock

If to the Contractor:

eCivis, Inc  
418 N. Fair Oaks Ave., Suite 301  
Pasadena, CA 91103\_  
Attention: Mr. James Ha

19.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

19.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

## **Article 20.**

### **Proprietary Rights and Indemnity**

20.01 Subject to the limited rights expressly granted hereunder, the Contractor reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to the City hereunder other than as expressly set forth herein.

20.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the

Services provided under this Contract. If they City, a third party acting on the City's behalf, or a User creates applications or program code using the Services, the City authorizes the Contractor to host, copy, transmit, display and adapt such applications and program code, solely as necessary for the Contractor to provide the Services in accordance with this Contract. Subject to the above, The Contractor acquires no right, title or interest from the City or the City's licensors under this Contract in or to such applications or program code, including any intellectual property rights therein.

20.03 The Contractor shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by the City, including Users, relating to the operation of the Services.

20.04 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party.

**Article 21.**  
**Force Majeure**

21.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. If Contractor is unable to perform its responsibilities in excess of ninety days (90) with regard to force majeure, the City may terminate this agreement for Cause.

**Article 22.**

**Waiver**

22.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.

22.02 No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

**Article 23.**

**Miscellaneous**

23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

23.02 This Contract, including all exhibits and addenda hereto constitutes the entire Contract between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Contract shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. Both parties waive any defense they may have to the validity of the execution of this Contract.

23.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.

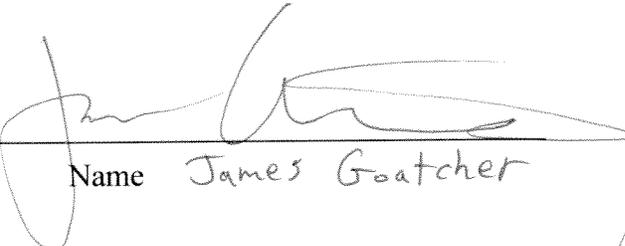
- 23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 23.05 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. Both parties agree, consent, and submit to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. Both parties also agree that they shall not commence any action against the other in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 23.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 23.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 23.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 23.09 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 23.10 This Contract may be executed in multiple counterparts, each of which shall constitute an original and all of which, taken together, shall constitute but one and the same instrument.
- 23.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.

- 23.12 The City shall have the right to recover by setoff from any payment owed to the Contractor any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.
- 23.13 The City agrees that Purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by the Contract regarding future functionality or features.
- 23.14 Neither party's aggregate liability arising out of or related to this Contract (whether in contract or tort or under any other theory of liability) shall exceed the total amount paid hereunder by the City. The foregoing shall not limit the City's payment obligations under this Contract.
- 23.15 The City has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the Contractor's employees or agents in connection with this Contract. If the City learns of any violation of the above restriction, the City will use reasonable efforts to promptly notify the Contractors Legal Department (legal@ecivis.com).
- 23.16 The following Sections of this Contract shall survive the expiration or earlier termination of this Contract: Contractor's Representations and Warranties (Article 3), Maintenance and Audit of Records (Article 8), Indemnity (Article 9), Section 11.05, Confidential Information (Article 15), Proprietary Rights and Indemnity (Article 20), and Miscellaneous (Article 23).

(Signatures appear on next page)

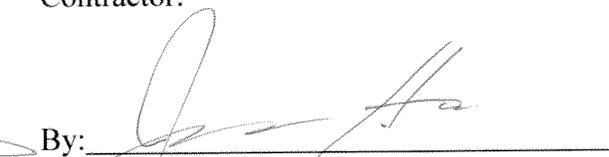
The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Witnesses:

1.   
Name James Goatcher

2.   
Name Pamela Butler

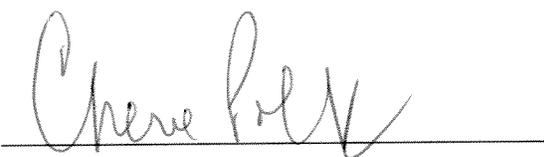
Contractor:

By:   
Name James Ha

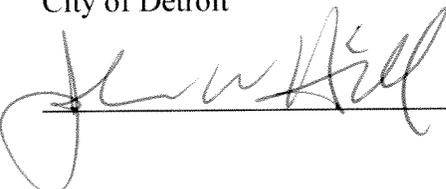
Its: CEO  
Title

Witnesses:

1.   
Name

2.   
Name Chere Kelly

City of Detroit

  
Department:

By: John Hill  
Name

Its: CFO  
Title



## EXHIBIT A

### SCOPE OF SERVICES

#### **I. Notice to Proceed**

The Contractor shall commence performance of this Contract upon receipt of a written “Notice to Proceed” from the City and in the manner specified in the Notice to Proceed.

#### **II. Services to be Performed**

The following is the scope of services to be performed through this contract. Included within this scope of services is Appendix A, the Contractor's proposal dated January 10, 2014 submitted to Public Consulting Group, Inc. on behalf of the City, titled “Grants Network Proposal: Research, Management, and Financial Data Integration.” In any instances where the Contractor’s proposal conflicts with requirements of this Contract, the Contract shall take precedence.

#### **Project Description**

The City is purchasing a turnkey web-based enterprise grants management solution (GMS) which will be administered by a new city-wide grants management unit. The GMS will enable the management of grants across the City, including federal, state, local and private organization grants for all City departments. The GMS will support improved, compliant accounting practices and enable accurate, timely reporting. The GMS will have an intuitive user interface, support grants management best practices, utilize modern technology, enable expedited implementation, and integrate with the city’s current and future financial systems.

The GMS will provide Detroit with a centralized place to store and manage all grants-related information in a consistent format. The system should serve as a repository for all supporting documentation, resulting in smoother audit preparation and participation. The City may require the GMS to interface with the City’s General Ledger and other accounts-related modules, both in the current Oracle 11.5.10 system, and the upgraded ERP system currently in review for procurement. The GMS should allow real-time comprehensive reporting on the City’s grants to allow for oversight of grant awards, performance and expenditures.

### **Project Objective**

Improving the City's ability to manage its grants will help restore its financial stability and enable the City to raise and expend grant revenue in support of its strategic vision to propel Detroit forward. In addition to markedly improving compliance, accounting, and reporting, services to the citizens of Detroit should improve, which will help restore confidence in local government.

Detroit needs a user-friendly, user-ready, Web-based grants management platform that can hold Citywide grants-related information, including basic award identifiers, budgets, projects, procurements, sub-recipient and vendor contracts, payroll-related expenses, encumbrances, expenditures, close-outs, extensions, and award modifications, as well as electronic documents supporting each of those areas. Detroit would also benefit from a GMS that could be populated with information drawn from the City's strategic priorities, aligning opportunity identification and application development with Detroit's stated priorities for growth.

Further objectives of this project include the ability to:

- Establish a centralized grants management platform that all City departments use for all grants management activities; eliminate the use of patchwork and shadow systems.
- Bring the City of Detroit's grants management into compliance with the recently released final guidance from OMB on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Enable electronic documents management and audit preparation for the City's grant awards.
- Facilitate proper, timely management of awards with task management support.
- Enable accurate, timely reporting—by department and by City and federal fiscal year—on grants awarded, funds encumbered and expended, and progress toward grant-funded project goals.
- Promote identification of additional revenue for the City and related revenue forecasting.
- Reduce manual data tracking demands with a platform that can interface with the City's General Ledger, Purchasing, Payroll, and Accounts Payable through automatic data transfer or file import.

## **Project Schedule**

Below are the principal project milestones:

- Current project setup and migration (all City projects actively being worked at the time of contract initiation) and file loading tentatively scheduled to be completed 3 months after contract execution.
- Full account setup to be completed within 6-months of contract initiation including all archived grants dating back to 2009.
- Two days of onsite training for the Grants Management Office time to be determined, but tentatively scheduled prior to GMS Go-Live.

GMS Go-Live: “Go-Live” is defined as ‘Approval and Acceptance’ of data migration. Data migration shall not exceed five years’ of historical information. ‘Approval and Acceptance’ will be determined by the implementation team (PCG).

Additional services and to be scheduled at the City’s discretion:

- Migration of grants projects from eCivis to General Ledger/ERP to be completed within 3-months of notification to eCivis that the central accounting system is ready for migration.
- Data Integration to the General Ledger/ERP to be completed within 3-months of notification to eCivis that the central accounting system is ready for integration.

## **Project Coordination**

The Contractor must identify a single point of contact for routine project management issues. eCivis will coordinate meetings with the City’s project team as needed while working on migration and Data Integration.

## **Project Location**

Unless otherwise noted, Contractor activities can be performed at City offices or their own offices within the United States.

## **Project Deliverables**

Required project deliverables are identified in the below functional and non-functional requirements and in the Contractor's proposal (Appendix A).

## **System Requirements**

### eCivis Requirements

1. Installation of a light-weight server behind Detroit's firewall. The sole purpose of this server is to grab the required data and send it to our servers. The server can be installed on an existing server that may be used for other purposes and does not require a dedicated box.
2. 200 MB of free space.
3. Windows or Linux operating system.
4. Recommended: 2 GB RAM and a multi-core processor.

### City Requirements

As part of Detroit's engagement with the Michigan Municipal Services Authority (MMSA) enterprise resource planning (ERP) software procurement process, it has reviewed established and emerging best practices for grants management (among other ERP functions).<sup>1</sup> Several of these practices capture the intended basic functional requirements for the City of Detroit's GMS platform. The general functional requirements, drawn directly from those recommended practices, are:

1. Ability to track project and grant budgets, revenues, expenditures, and balances over multiple years and also within a single City or federal fiscal year.
2. Ability to assign overhead and labor costs to projects and grants based on time tracking systems.
3. Allocating expenditures over multiple funds.
4. Workflows that route project and grant approvals, expenditures, and receipts to the appropriate personnel based on the type of grant and internal procedures.
5. Centralized document management.
6. Ability to close a grant/project or phase of a grant/project.
7. Tracking project progress, status, and deadlines.
8. Standard report templates should be clear.
9. Reports should be customizable, and the process of customizing reports should be user-friendly.

Additional overarching functional requirements specific to Detroit include:

---

<sup>1</sup> Michigan Municipal Services Authority and Plante Moran, *Best Practices for Michigan Local Government Business Processes*. June 10, 2013.

10. Web-based hosting.
11. Ongoing support post-implementation.
12. Once Detroit updates its ERP software, the GMS should either minimize the activity in/“strain on” the general ledger or support a streamlined migration of data into the new system.
13. Data security (at log-in, within each account’s records, and of the host).

## **GMS User-Based Functional Requirements**

### *Core Capabilities*

- Online, 24/7 accessibility from inside and outside the organization's network environment
- Configurable role-based permissions, preferences and alerts, including read-only access
- Data and file redundancy, including off-site backups of incremental data
- SAS 70 compliant
- Supports unlimited user accounts within an organization
- Supports multi-layered organization/account structure, allowing for aggregation and reporting of data at multiple levels
- Guaranteed uptime of at least 99.5% (excluding scheduled maintenance)
- User administration functions including ability to create, delete, and edit user accounts controlled by role-based permissions
- All reports exportable to Excel or CSV format
- Infrastructure and application supports server-level performance for average transaction time of less than 2 seconds

### *Tracking & Reporting*

#### Project Management

- Accessible via the web
- Build custom reports
- Create an unlimited number of projects
- Set up project teams with specific permissions for each team member
- Select project teams across multiple departments
- Align projects to organizational & departmental strategic objectives
- Associate projects with departments
- Track both original funding and allocation of a funding pool to multiple projects
- Supports usage by both internal organization staff, as well as limited access to users outside the organization
- Supports ability to import funding opportunities unique to the organization and not found within the Research database

#### Grants workflow

- Supports a traditional grants workflow including application, award, implementation, reporting, close-out and archival.
- Integration of grants information from GN: Research database such as due date and matching information
- Automated alerts to project team upon material change in grant application or compliance requirements
- Automated alerts sent to central management or finance when key milestones are achieved
- Collection of key financial, performance period, and compliance information
- Assign tasks to project team members
- Create customized tasks and set reminders
- Schedule and assign all post-award financial and progress reports
- Alerts to indicate when tasks are not completed
- Configurable calendar functionality
- Validation of critical data entered to ensure they are completed correctly
- Detect and notify if multiple departments are evaluating or applying for same grant program
- Configurable to conform to the required grant process flows of the organization

#### File management

- Upload an unlimited number of documents at each stage of the grants workflow
- Automatically associate documents with grants workflow steps
- Support retrieval of documents at project, departmental and organizational levels by document category

#### *Research Tools*

##### Features

- Grant listings are searchable by keyword, eligibility, matching funds required, and funding agency
- Save search criteria and automatically generate email alerts when new data meets search criteria
- Route grant information to users both within and outside the system
- Save individual grants with application intention and personalized notes
- Role-based reporting on usage and grant research activity for any time period
- Role-based review of all user-saved grants

#### Content

- Largest single database of Federal & State grants intended for local governments for the last 5 years, including private foundations with a history of giving to local governments
- Original analysis on grant information as opposed to a direct copy of or simple link to publicly available information – eCivis IS NOT a grants information clearinghouse
- All application materials including notices of funding, application files, guide files,

federal and state forms

- Information culled from Agency program officers that is not publicly available (e.g. information increasing the chance of winning)
- Monthly Federal Legislation updates on key legislation affecting local governments
- Specific scoring criteria for grant proposals
- Financial and matching information available including allowable types of in-kind support
- Application procedures are clearly delineated
- Lists of previously awarded grantee applications — examples of funded applications
- Grant-specific keywords for each grant to enhance 'search ability' and identify the most relevant grant opportunities
- Grant information updated on a daily basis with update activity notated clearly in each grant summary
- Proprietary articles on grant-related topics

## Products and Services

### Tracking & Reporting

eCivis' Grants Network: Tracking & Reporting is a cloud-based system designed to maximize the City's grants management process by providing intelligence at every stage of the grants lifecycle. Tracking & Reporting is fully integrated with Grants Network: Research, so once a grant is being considered or won, information is easily transferred within the software. Tracking & Reporting centralizes many of the administrative functions done by hand and through multiple systems, reducing the amount of time department heads and managers spend complying with the reporting requirements of grants won. In addition to the capabilities outlined here, Tracking & Reporting will also:

- Create and run ad hoc queries options for end users
- Create an audit trail of every action taken on a grant
- Track grant application success rates
- Export files and reports to Microsoft Excel

### *Ease of Use*

Grants Network: Tracking & Reporting was designed with the end user in mind and follows a standard grants lifecycle, allowing the end user to track grants/projects from inception through grant closure, with minimum data entry at each stage. This allows grant-active organizations the ability to track activities required to manage grants and to provide regular status reports throughout the grants lifecycle with ease. Tracking & Reporting will help centralize many of the administrative functions currently done in hard copy files or through multiple systems. The Data Integration option will seamlessly automate the transfer of grants accounting data from the City's financial system into Tracking & Reporting, driving down costs and increasing organizational capacity to seek new funding and focus on other critical grant activities. The City will experience significant improvements in the efficiency and effectiveness of its report building and compliance reporting

Tracking & Reporting is fully integrated with Grants Network: Research so you can easily transfer grant information between systems, maximizing staff efficiencies and limiting data entry. You can track all funding sources such as regional, City, and foundation grants, as well as earmarks and contracts.

#### *Collaboration Amongst Users*

Tracking & Reporting allows end users to easily collaborate across departments by building project teams and to set permissions and alert preferences for individual team members no matter which department they are in. Your grants team can save time with system-generated tasks and by assigning tasks to team members, scheduling reminders, attaching related documents and setting approvals. If a team member leaves, all tasks assigned to that team member will roll up to the team lead, ensuring that nothing slips through cracks.

The following screenshots illustrate how Tracking & Reporting would support the City's efforts to centralize its grant management infrastructure and move away from storing hard files in separate locations. With Data Integration access to files needed for approvals and reporting will be readily available to the City's managers. Grants personnel will spend less time asking for support files to manage their grant spending reports and spend more time managing the effective use of grant funds.

#### **Task Management**

eCivis provides easy to use task management screens to manage the activities associated with each project and grant.

- Create and assign permissions to your grants team
- See pending and completed tasks
- View spending reports
- View metrics
- Establish your approval process and routing

#### **Customized Report Building**

At each stage of the grants lifecycle, critical data points and documents are gathered. This process not only allows your grants team to create an electronic audit trail but also allows users to easily export information into customized reports, helping to provide analytics across the City's grants portfolio and keep key stakeholders informed every step of the way, as provided in the illustration below.

#### **Simple Dashboards**

View activity from a City-wide perspective or by department, as provided in the illustration below.

#### **Activity Reports**

Manage your organization's activity through standard reports. These reports provide managers and staff the ability to assess progress, determine next steps and drive visibility across the City, as provided in the illustration below.

#### **Project Calendar**

Manage your organization's activity using project calendars. These simple calendar views allow your team to stay on top of upcoming tasks and visually see when tasks are due.

### **Centralized Document Storage**

Manage all of your documents and files in one centralized file system. Our cloud based file storage system provides unlimited storage for invoices and any other document related to your grants. Each file is uploaded in the appropriate phase of the grants lifecycle for easy access.

### **Research**

eCivis Grants Network: Research provides exactly the information you need to find and win grants that help the City meet its project needs and overall goals. eCivis invests tens of thousands of hours of research each year on federal, state, local and foundation grants to ensure that users will find the best grants for their projects. With our proprietary research and grant analysis, users enjoy longer lead times to produce better applications. Our customized search tools allow users to enjoy rapid results across any and all parameters. Rollover summaries reveal the details of a grant without opening it, so users can quickly assess the relevance of grants to their projects. With our automated search agents, updates, and daily/weekly emails, Grants Network: Research does all the heavy lifting for you and enables your organization to become more proactive in grantsmanship. Grants Network: Research provides the following features:

- High-speed search engine with customizable search filters for finding federal, state, and foundation grants
- Samples of previously funded applications (PFAs) to guide grant writers
- Notice as to whether anyone else in the City is applying or interested in the grant
- Executive summaries of grants, including eligibility, matching fund requirements, maximum/minimum funding available, program officer notes, contact information, associated grants, and all relevant files (e.g., NOFA, FAQ, award information), as provided in the illustration below.

### **Executive Summary**

We review tens of thousands of local government grants funds each year. We read and analyze these grants so you don't need to spend hours deciding whether to pursue funding.

### **Keyword Search**

Research by grant keyword, including suggested search keywords that provide popular options, as provided in the illustration below.

### **Refining Results**

Filter your search by funding agency, grant type, due date, and match requirement. Set automatic alerts for grants available in interest areas and save and import/export research, as provided in the illustration below

### **Dedicated Support**

Included with your subscription is a dedicated Client Services Associate (CSA) who serves as your organization's main point of contact, a Tracking & Reporting (T&R) Specialist that serves as your escalation point of contact for any questions that your CSA is not able to answer regarding the T&R application, and an Executive Sponsor that ensures you are provided with the service you expect. Also included with your subscription are unlimited, toll-free telephone

support and unlimited email support. The City's dedicated Director of Client Services is Ryan Baird and you will be assigned a dedicated CSA. Mr. Baird can be contacted Monday through Friday from 7:30 am until 5:30 pm PST toll-free at (877) 232-4847 ext 5363. He can also be reached via email at [rbaird@ecivis.com](mailto:rbaird@ecivis.com). Additional Texas-based CSAs are available as early as 9:00 a.m. EST Monday through Friday.

**EXHIBIT B****FEE SCHEDULE****I. General**

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of two hundred seventy nine thousand six hundred forty dollars even (\$279,640.00) for the term of this Contract as set forth in Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

**II. Project Fees**

Below is the project fee schedule for each year:

Up-Front Implementation and Set-Up Fees (Expected Time to Go-Live: 3 Months)

eCivis Products	Description	Units	Avg Unit Price	Total Price
Account Setup and Data Migration	Loading of Historical and Current Projects	1	\$15,000.00	\$15,000.00
Two Day Onsite Training	System Training for Users	1	\$6,000.00	\$6,000.00
Two Day Pre- and Post-Award Training	Additional Training for Grants Staff	1	\$14,500.00	\$14,500.00
<b>Product Sub-Total</b>				<b>\$35,500.00</b>
<b>TOTAL PRICE</b>				<b>\$35,500.00</b>

## Annual Cost for Years 1, Years 2 and Years 3 (To Start at Go-Live)

eCivis Products	Description	Units	Avg Unit Price	Total Price
Grants Network: Research, Tracking and Reporting, Knowledgebase – Up to 100 licenses	Grants Research, KnowledgeBase, Management and Reporting	1	\$113,000.00	\$113,000.00
<b>Product Sub-Total</b>				<b>\$113,500.00</b>
Multi-year Discount				<b>(\$15,000.00)</b>
Incentive Discount				<b>(\$16,620.00)</b>
<b>TOTAL PRICE</b>				<b>\$81,380.00</b>

## Optional Annual Extensions for Year 4 &amp; Year 5 (Not included in the maximum obligation of this contract)

eCivis Products	Description	Units	Avg Unit Price	Total Price
Grants Network: Research, Tracking and Reporting, Knowledgebase – Up to 100 licenses	Grants Research, KnowledgeBase, Management and Reporting	1	\$113,000.00	\$113,000.00
<b>Product Sub-Total</b>				<b>\$113,000.00</b>
Multi-year Discount				<b>(\$15,000.00)</b>
Incentive Discount				<b>(\$16,620.00)</b>
<b>TOTAL PRICE</b>				<b>\$81,380.00</b>

## Additional Available Services and Fees (Not included in the maximum obligation of this contract)

eCivis Products	Description	Units	Avg Unit Price	Total Price
Data Integration Set Up and Implementation	Integration to General Ledger	1	\$15,500.00	\$15,500.00
Data Integration Set Up and Implementation	Additional Integration to additional systems as needed	1	\$15,500.00	\$15,500.00
Annual Data Integration Maintenance	Annual Cost to Maintain Data Integration Bridge per system	1	\$8,500.00	\$8,500.00

Payment Terms:

All services will be billed on a net30 from completion date of deliverables. Upon completion of data migration and account set up the city will be considered at the “go live” date and will be invoiced quarterly for subscription services.

As stated above, GMS “Go-Live” is defined as ‘Approval and Acceptance’ of data migration. Data migration shall not exceed five years’ of historical information. ‘Approval and Acceptance’ will be determined by the implementation team (PCG).

Data Integration, if implemented, will be broken into three deliverable stages for invoicing.

1. After ‘Pre-Development Requirements’ are completed.
2. After ‘Development’ phase is completed.
3. After ‘Approval and Acceptance’

Each completed deliverable will be invoiced for 1/3 of total cost of Data Integration. After completion of Data Integration the quarterly cost for maintenance will be added to the city’s subscription costs going forward.

Training & Data Migration Costs

	Fee	Est. Completion Date
Two Day Onsite eCivis Product Training:	\$6,000.00	6/30/2014
Complete Historical Data Loading w/ Filing (Up to 5 years of historical grant data with associated files):	\$15,000.00	6/30/2014
Two Day Grant Training for Up to 40 people	\$14,500.00	6/30/2014
<b>SUBTOTAL</b>	<b>\$35,500.00</b>	

Quarterly Reoccurring Costs

Quarterly License & Maintenance Fee (starting after system go-live)*	\$19,750.00
Post-Go-Live Contract Quarters	12
<b>SUBTOTAL</b>	<b>\$262,500.00</b>

\*"Go-Live" is defined as 'Approval and Acceptance' of data migration. Data migration shall not exceed five years' of historical information. 'Approval and Acceptance' will be determined by the implementation team (PCG).

Integration Cost

General Ledger System Data Integration:	\$15,500.00	Due date TBD
Data Integration Bridge Maintenance:	\$8,500.00	Due date TBD
<b>CONTRACT MAXIMUM OBLIGATION</b>		<b>\$279,640.00</b>

(Maximum obligation does not include the contract's two optional one-year extensions or Data Integration incurred costs.)

### **III. Project Billing**

Training, data migration, and Data Integration costs shall be paid on a deliverable basis upon acceptance by the City. The Contractor will invoice quarterly for reoccurring subscription services

**CITY ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing contract was acknowledged before me the 21<sup>st</sup> day of March,  
2014 by John Hill,  
(name of person who signed the contract)  
the CHIEF Financial OFFICER,  
(title of person who signed the contract as it appears on the contract)  
of Finance Department,  
(complete name of the City department)

on behalf of the City.

[Signature]  
\_\_\_\_\_  
Notary Public, County of Wayne  
State of Michigan  
My commission expires: 8-31-2019

**YOLANDA GAINES**  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires 08-31-2019  
Acting in the County of Wayne

**CORPORATE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing contract was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_,  
(name of person who signed the contract)  
the \_\_\_\_\_,  
(title of person who signed the contract as it appears on the contract)  
of \_\_\_\_\_,  
(complete name of the corporation)  
on behalf of the Corporation.

*see attached*  
\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_  
State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

*Notary Public*  
*State of \_\_\_\_\_*  
*My commission expires: \_\_\_\_\_*

**CORPORATION CERTIFICATE OF AUTHORITY**

I, Grace Chang, Corporate Secretary of eCivis, Inc., a Delaware for profit corporation (the "Corporation"), **DO HEREBY CERTIFY** that the following is a true and correct:

The Chairman of the Board, the Chief Executive Officer, and the Secretary are authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document ('Contract').

**FURTHER, I CERTIFY** that:

Kirk Fernandez is Chairman of the Board,  
James Ha is Chief Executive Officer, and  
Grace Chang is Secretary.

**FURTHER, I CERTIFY** that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

**IN WITNESS THEREOF**, I have set my hand this 20<sup>th</sup> day of March, 2014.  
CORPORATE SEAL  
(if any)

  
\_\_\_\_\_  
Grace Chang, Corporate Secretary

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.**



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 03-20-14 before me, Pamela Butler, Notary Public  
(Here insert name and title of the officer)

personally appeared James Ha

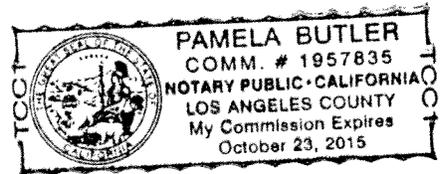
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Grant Management Services  
(Title or description of attached document)  
Contract between City of Detroit,  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

Michigan and Eavis, Inc.  
Contract # (Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
\_\_\_\_\_  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_



Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)  
**eCivis, Inc**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see Instructions):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**418 N Fair Oaks Ave, Suite 301**

City, state, and ZIP code  
**Pasadena, CA 91103**

List account number(s) here (optional)

Requester's name and address (optional)

Print or type  
See Specific Instructions on page 2.

## Part I Taxpayer Identification Number (TIN)

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

Social security number								
			-					

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
8	7	-	0	7	3	2	5	3	5

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person ▶ 

Date ▶ 1/3/2014

## General Instructions

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.





February 20, 2014

City of Detroit  
Income Tax Division  
Coleman A. Young Municipal Center  
2 Woodward Avenue, Ste 512  
Detroit, MI 48226

RE: Request for Income Tax Clearance

To Whom It May Concern:

eCivis, Inc. is incorporated under the laws of the state of Delaware. Our application for a certificate to transact business in Michigan is being processed at this time. Accompanying this letter is a Certificate of Good Standing for eCivis from the Secretary of the State of Delaware.

eCivis has not done business in Detroit prior this request for income tax clearance. Our corporation does not have an office in Michigan and does not intend to open an office in the state of Michigan. Additionally, eCivis does not have any employees in the state of Michigan.

eCivis requests that these items be taken into consideration while reviewing our request for income tax clearance.

Please feel free to contact me with any questions regarding this matter via email at [srodriguez@ecivis.com](mailto:srodriguez@ecivis.com) or by phone at 877-232-4847 x5355.

Regards,

Stephanie M. Rodriguez  
Director of Account Operations



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 02-21-2014 before me, Pamela Butler, Notary Public  
(Here insert name and title of the officer)

personally appeared James HA

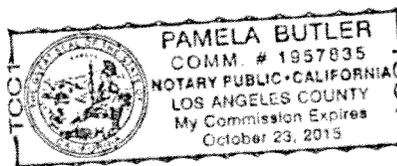
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**  
Revised 7-12-2012  
(Title or description of attached document)  
Covenant of Equal  
(Title or description of attached document continued)  
 Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_  
Opportunity  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)  
 Corporate Officer  
 \_\_\_\_\_  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 02-21-2014 before me, Pamela Butler, Notary Public  
(Here insert name and title of the officer)

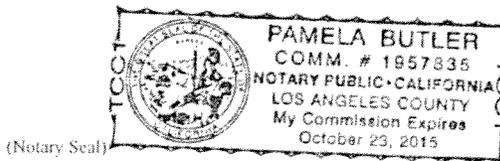
personally appeared James Ha

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**  
City of Detroit/Slavery  
(Title or description of attached document)  
Era Records and Insurance  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_  
Disclosure Affidavit  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)  
 Corporate Officer  
 \_\_\_\_\_  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. verifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
- Print the name(s) of document signer(s) who personally appear at the time of notarization
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 02-21-2014 before me, Pamela Butler, Notary Public  
(Here insert name and title of the officer)

personally appeared James HA

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

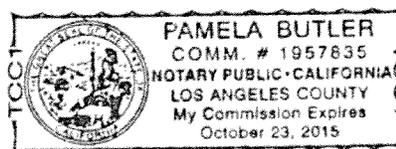
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Hiring Policy  
(Title or description of attached document)

Compliance Affidavit  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. verifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
  - ❖ Indicate title or type of attached document, number of pages and date
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document





February 20, 2014

City of Detroit  
Revenue Collections  
1012 Coleman A. Young Municipal Center  
Detroit, MI 48226

RE: Vendor Clearance Request

To Whom It May Concern:

eCivis, Inc. is incorporated under the laws of the state of Delaware. Our application for a certificate to transact business in Michigan is being processed at this time. Accompanying this letter is a Certificate of Good Standing for eCivis from the Secretary of the State of Delaware.

eCivis has not done business in Detroit prior this request for vendor clearance. Our corporation does not have employees or an office in Michigan and does not intend to for the foreseeable future. Additionally, eCivis' shareholders do not own or lease property in Michigan.

eCivis requests that these items be taken into consideration while reviewing our request for vendor clearance.

Please feel free to contact me with any questions regarding this matter via email at [srodriguez@ecivis.com](mailto:srodriguez@ecivis.com) or by phone at 877-232-4847 x5355.

Regards,

Stephanie M. Rodriguez  
Director of Account Operations



# Delaware

PAGE 1

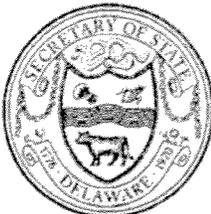
*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ECIVIS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF DECEMBER, A.D. 2013.

3847649 8300

131389231

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0957174

DATE: 12-06-13





### REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Purchasing & Emergency Manager's Office

E-MAIL ADDRESS: operations@ecivis.com

CONTACT NAME: Stephanie Rodriguez PHONE: 626-204-5355 FAX: 626-578-6632

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

To:  
A. City of Detroit  
Income Tax Division  
Coleman A. Young Municipal Center  
2 Woodward Avenue, Ste. 512  
Detroit, MI 48226

For:  
Individual or  
Company Name: ecivis Inc.  
Address: 418 N. Fair Oaks Ave, Ste 301

Phone: (313) 224-3328 or 224-3329  
Fax: (313) 224-4588

City: Pasadena  
State: CA Zip Code: 91103  
Telephone: 877 232 4847 Fax #: 626 578 6632  
E-mail Address: operations@ecivis.com

B. Name of Chief Financial Officer/Authorized Contact Person  
(Include address if different from above) Director of Account Operations  
James Hafford Stephanie Rodriguez  
Employer Identification or Social Security Number  
87-0732535

Telephone # 877 232 4847 x5355  
Fax # 626 578 6632  
Spouse Social Security Number

Nature of Contract Grants Database access and web based grants management software

BID CONTRACT AMOUNT (if known): TBD  
Labor: \$ \_\_\_\_\_ Material: \$ \_\_\_\_\_  
Contract # (if known) TBD

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

Check One:  Individual  Corporation (PE)  Partnership  Estate & Trust

#### INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

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

#### CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

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

#### D. FOR INCOME TAX USE ONLY

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

Yes  No Signature: E. Reed Date: MAR 06 2014 Expires: MAR 06 2015  
 Yes  No Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Expires: \_\_\_\_\_  
 Yes  No Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Expires: \_\_\_\_\_

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: [www.detroitmi.gov](http://www.detroitmi.gov)

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: [IncomeTaxClearance@detroitmi.gov](mailto:IncomeTaxClearance@detroitmi.gov)



**PURCHASING DIVISION  
VENDOR CLEARANCE REQUEST**

Submit to: Revenue Collections  
Purchasing Vendor  
1012 Coleman A. Young Municipal Center  
Detroit, MI 48226  
(313) 224 - 4087 (Telephone)  
(313) 224 - 4238 (Fax)

Nature of Contract grants Database and webbased grants management software  
Contract Amount TBD

Business Type:  Corp     Partnership     Sole Proprietorship     Personal Services

Business Name eCivis Inc

Business Address 418 N. Fair Oaks Ave, Ste 301, Pasadena, CA 91103

Ward/Item # N/A

F.I.D. NO. 87-0732535

City Personal Property I.D. # N/A

*The corporation has multiple shareholders.*

Owner(s) Name No share holder resides nor owns property in Michigan.

Owner(s) SS# eCivis can provide additional information upon request.

Contact Person Stephanie Rodriguez, Director of Account Operations

Phone Number 626 204 5355

Fax Number 626 578 6632

Owner(s) Home Address \_\_\_\_\_ ( ) Lease    ( ) Own

**Please do not write below this line for department use only.**

Real Property    Special Assessment    Personal Property    Other Receivable

~~( ) Denied~~    ~~( ) Denied~~    ~~( ) Denied~~    ~~( ) Denied~~  
 Approved     Approved     Approved     Approved

Comments: \_\_\_\_\_

**REVENUE COLLECTIONS  
APPROVED  
CONTRACT CLEARANCES**

Please mail, fax or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing with your final invoice.

[Signature]  
Signature (City of Detroit)

2/24/14  
Date

**DEC 30 2014**  
Expiration Date



REVISED 7-12-2012

COVENANT OF EQUAL OPPORTUNITY

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

I, being a duly authorized representative of ecivis, Inc., (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression, except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No.: (if applicable) N/A

Duration of Covenant TBD to \_\_\_\_\_

Printed Name of Contractor/Organization ecivis, Inc

Contractor Address 418N. Fair Oaks AVE, Ste 301 (Type or Print Legibly)  
Pasadena (City) CA (State) 91103 (Zip)

Contractor Phone/E-mail (877) 232-4847 x5355 (Phone) operations@ecivis.com (E-mail)

Printed Name & Title of Authorized Representative James Ha, Chief Executive Officer

Signature of Authorized Representative: \_\_\_\_\_

Date: 2/21/14

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

Signature of Notary: See attached document

Printed Name of Seal of Notary \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

FOR CONTRACTING DEPARTMENT USE ONLY:  
Date Rec'd: \_\_\_\_\_ Received by: \_\_\_\_\_ Title: \_\_\_\_\_

Please fax a COPY of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434



### Hiring Policy Compliance Affidavit

I, James Ha, being duly sworn, state that I am the Chief Executive  
officer of eCivis, Inc.  
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

  
Title: President/CEO Date: 2/21/14

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing Affidavit was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_.

Notary Public, County of See attached  
State of \_\_\_\_\_ document  
My commission expires: \_\_\_\_\_



**CITY OF DETROIT**  
**SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT**

- 1. Name of Contractor: eCIVIS, Inc.
- 2. Address of Contractor: 418 N. Fair Oaks Ave, Ste 301  
Pasadena, CA 91103
- 3. Name of Predecessor Entities (if any): \_\_\_\_\_

4. Prior Affidavit submission?  No \_\_\_\_\_ Yes, on: \_\_\_\_\_  
(Date of prior submission)

If "No", complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5.  Contractor was established in 2000 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

\_\_\_\_ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

\_\_\_\_ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

James Ha (Printed Name) Chief Executive Officer (Title)

[Signature] (Signature) 2/21/14 (Date)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Michigan  
My Commission expires: \_\_\_\_\_



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 03-20-2014 before me, Pamela Butler, Notary Public  
(Here insert name and title of the officer)

personally appeared James Ha

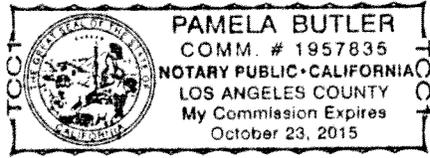
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant Management Services  
(Title or description of attached document)

Contract between City of  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

Detroit, Michigan and  
(Additional information)

Ecivis, Pnc. Contract #

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

\_\_\_\_\_ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

RESERVED FOR THE  
OFFICE OF THE  
ATTORNEY GENERAL  
STATE OF CALIFORNIA

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 03-20-2014 before me, Pamela Butler, Notary Public,  
(Here insert name and title of the officer)

personally appeared James Ho

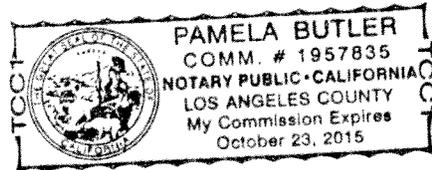
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Grant Management Services  
(Title or description of attached document)  
Contract between City of Detroit,  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

Michigan and Eeivis, Inc Contract  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
\_\_\_\_\_  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ - is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



# Delaware

PAGE 1

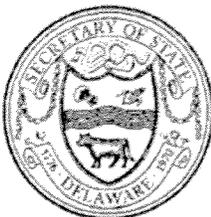
*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ECIVIS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF DECEMBER, A.D. 2013.

3847649 8300

131389231

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0957174

DATE: 12-06-13



# City Council Contract Agenda Items Review Checklist

**Reviewer:** Michael Sullivan

**Date Received:** 02/19/2016

---

Date: 02/19/2016 Department Office of Grants Mgmt Division:

Dept Head/Contact Person: Nichelle Hughley Phone No.: 313-628-2156

Description: Contract Amendment for Integration to Oracle Fusion

Contract No.: 2890777-1 PO Type: CPO Est. Value: \$34,750.00

Contract Term (if applicable): 03/26/14 -03/26/17

Funding: City 100% State \_\_\_\_\_% Federal \_\_\_\_\_% Other: \_\_\_\_\_ %  
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: eCivis Required Date: ASAP

---

1. The business being awarded is AMENDMENT If a renewal, provide justification for renewal
2. Was the product or service competitively bid? Yes X No  
**Attach Copy** of Bid Tabulation/Evaluation score sheets as needed  
 If the answer to #2 is "NO" explain why there was no competition: Original contract approved by the Emergency Manager
3. Was a Co-Operative Agreement Considered? Yes X No Co-Operative Name:  
 If answer to #3 is "No" explain why a Co-Op was not considered: \_\_\_\_\_
4. Were savings achieved?  
 Yes Amount \_\_\_\_\_ X No
5. Does this agreement represent an increase? NO  
 Variance in unit price only (Current unit price \$0.00 Proposed Unit Price \$0.00)  
 Change in amount/volume of the good or service to be used. \_\_\_\_\_
6. Does the supplier currently provide other goods and services to the City? X Yes No  
 If yes please list:

7. Is this good/service used by other departments?  Yes X No  
If "yes" can this Req/PAR be combined other department requirements?  Yes  No
8. Is this a service that can be performed by City employees?  Yes X No  
Is this a service that City employees can be trained to do?  Yes X No

---

NOTES: Buyer:

a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes X\_ No\_\_\_\_

---

**PLACE ON FINANCIAL REVIEW COMMISSION AGENDA**

**PLACE ON CITY COUNCIL AGENDA**

**REJECT AND NOTIFY DEPARTMENT DIRECTOR:**

SIGNED: \_\_\_\_\_

(Department)

DATE: \_\_\_\_\_

02/19/16

INFORMATION PROVIDED BY: Michael Sullivan

TITLE: Contracting and Procurement Specialist

PHONE: 313-224-0959

To: Boysie Jackson

From: Michael Sullivan, Contracting and Procurement Specialist

**RE: eCivis Contract Increase**

---

The eCivis contract is being amended to provide necessary data integration services for the eCivis grants management software into Oracle Fusion (Cloud). Below is a brief summary of the services that will be provided. These services will increase the contract by \$34,750.00

Data Integration: Discovery, Data Mapping, and Implementation (4-5 Weeks) The complete mapping and regular export of grant application, award, and amendment data into a universal format compatible with a client financial system can be completed in 4-5 weeks. However, this timeline depends on certain assumptions of the client's capabilities, which would include the following:

- (1) Availability of internal expert in current format of grant data.
- (2) Availability of internal expert on setting up data export/imports
- (3) Ability to import grant data from a standardized format
- (4) Financial system expert on data fields available and desired for inclusion Data integration begins with a review of the data points required to be exported.

The eCivis team will use the general stages of Grant Application, Grant Award, and Grant Amendment to systematically evaluate all potential points of integration with the client's financial system. After all data points have been identified and mapped to corresponding eCivis data points, an export will be created and evaluated for each grant stage. Each stage will be tested and evaluated for any errors or unexpected integration impacts. After finalizing the format, a regular export/import process will be setup and monitored to ensure a "zero error" ongoing import process.

Oracle Applications - DRMPRO1 - DRMS Taking The Right Path

File Edit View Tools ? Help

Attachments - 2390777

MAR-2014 14:43:00

Main	Subseq	Description	Data Type	May Be Changed
10	Status on Purchase Order	Contract	File	<input checked="" type="checkbox"/>
20	Status on Purchase Order	Elm Approval	Short Text	<input checked="" type="checkbox"/>

Entity Name: P/O Header

Approved by Emergency Manager 3/25/2014 (Ericka Crawford)

Document Catalog

Document Catalog

Item

Category

Currency

Terms

Subprofile

Approve

Summary

Summary

Open

9 6 9



# REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Contracting/Procurement

E-MAIL ADDRESS: operations@ecivis.com Sally Walker Detroit .gov

PHONE: 877-232-4847 FAX: 626-578-6632

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

To: Individual or Company Name

City of Detroit

Income Tax Division

Company Name eCivis, Inc.

Address 418 N Fair Oaks Ave

Suite 301

City Pasadena

State CA Zip Code 91103

Telephone 877-232-4847 Fax # 626-578-6632

E-mail Address operations@ecivis.com

Phones: (313) 224-3328 or 224-3329

Fax: (313) 224-4588

Telephone # 877-232-4847

Fax # 626-578-6632

Spouse Social Security Number

Employer Identification or Social Security Number

87-0732535

Name of Contract Grants Database access and web-based

grants management software

BID CONTRACT AMOUNT (if known): Labor: \$ \_\_\_\_\_ Material: \$ \_\_\_\_\_

Contract # (if known) \_\_\_\_\_

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

Check One:  Individual  Corporation  Partnership  Estate & Trust

### INDIVIDUALS ANSWER QUESTIONS 1,2,3,4,

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

### CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

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

### FOR INCOME TAX USE ONLY

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

Yes  No Signature Valerie Hays Date 2-29-16 Expires 2-29-17

Yes  No Signature \_\_\_\_\_ Date \_\_\_\_\_ Expires \_\_\_\_\_

Yes  No Signature \_\_\_\_\_ Date \_\_\_\_\_ Expires \_\_\_\_\_

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: [www.detroitmi.gov](http://www.detroitmi.gov)

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: [IncomeTaxClearance@detroitmi.gov](mailto:IncomeTaxClearance@detroitmi.gov)



Welcome still with contact information  
Check account status  
Contact Us



**ARC - Accounts Receivable Clearance**

If your business has already received an active Accounts Receivable clearance, please upload your completed request for clearance form here. The City will verify that it is still active and approve it.

If your business does not already have an approved Accounts Receivable clearance, please upload your completed request for clearance form here. The City will complete its clearance process and approving the clearance within the BidSync system.

**NOTE: Do not submit any personal identifiable information, including social security numbers, through the BidSync system. If this type of information is required for your clearance request please send it via secure email to [RevenueCollections@Deloitte.com](mailto:RevenueCollections@Deloitte.com). Since this information is personal identifiable information and should be submitted on the form and submitted here.**

Your certified pay process this qualification.

**ARC Certifications**

Clearance Money document for the contractor: **Request For Clearance - Account Receivable - Bidirectional**

Document uploaded by vendor: **Approved AR Clearance TF View Download**

This section will be filled out by the City of Detroit

Expiration date: **Aug 31, 2018**

Comments

**ACTIVE, Inc profile**

www.active.com

Vendor name: **ACTIVE, Inc**

Address: **415 N Fair Oaks Ave  
Suite 303  
Ann Arbor, MI 48103**

Phone: **734.769.8670**

FAX:

DUNS number:

Practiced number: **96 Est**

Vendor rank: **125**

**Accounts receivable**

Company name: **Repayment Holdings**

Phone: **626-204-6235**

Email: **operations@reps.com**

Address:

**Payment terms:**

**Payment type:**

**Bank account:** **Corporate Direct**

**Business profile**

**Main industry:**

**Primary industry:** **Administrative, Financial and Management**

**Business registration type:** **991199**

**Business location:**

**Insurance liabilities:**

**Employer's liability insurance:**

**Commercial general liability:**

**Commercial automobile liability:**



REVISED 7-12-2012  
COVENANT OF EQUAL OPPORTUNITY  
(Application for Clearance - Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of ecivis, Inc., (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression, except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No.: (if applicable) N/A

Duration of Covenant TBD to \_\_\_\_\_

Printed Name of Contractor/Organization ecivis, Inc

Contractor Address 418 N. Fair Oaks Ave, Ste 301 (Type or Print Legibly)  
Pasadena (City) CA (State) 91103 (Zip)

Contractor Phone/E-mail (877) 232-4847 x5355 (Phone) operations@ecivis.com (E-mail)

Printed Name & Title of Authorized Representative James Ha, Chief Executive Officer

Signature of Authorized Representative: \_\_\_\_\_

Date: 2/21/14

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

Signature of Notary See Notarized Document

Printed Name of Seal of Notary \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

FOR CONTRACTING DEPARTMENT USE ONLY  
Date Rec'd 2/27/16 Received by [Signature] Title Contracting Department Specialist

Please fax a COPY of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 02-21-2014 before me, Pamela Butler, Notary Public  
(Here insert name and title of the officer)

personally appeared James HA

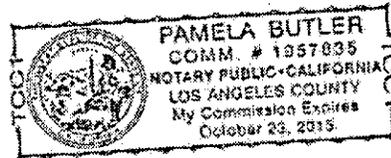
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**  
Revised 7-12-2012  
(Title or description of attached document)  
Covenant of Equal  
(Title or description of attached document continued)  
 Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_  
Opportunity  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)  
 Corporate Officer  
 \_\_\_\_\_  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date this acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing out incorrect forms (i.e. he/his/his- is here) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-press if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages, and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

### Hiring Policy Compliance Affidavit

I, James Ha, being duly sworn, state that I am the Chief Executive  
officer of elvis, Inc.  
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED;

[Signature]  
Title: President/CEO Date: 2/21/14

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing Affidavit was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

Notary Public, County of See attached document  
State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 02-21-2014 before me, Pamela Butler, Notary Public  
(Here insert name and title of the officer)

personally appeared James HA

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT	
<u>Hiring Policy</u> <small>(Title or description of attached document)</small>	
<u>Compliance Affidavit</u> <small>(Title or description of attached document continued)</small>	
Number of Pages _____	Document Date _____
<small>(Additional information)</small>	

CAPACITY CLAIMED BY THE SIGNER	
<input type="checkbox"/> Individual (s)	
<input type="checkbox"/> Corporate Officer	
<small>(Title)</small>	
<input type="checkbox"/> Partner(s)	
<input type="checkbox"/> Attorney-in-Fact	
<input type="checkbox"/> Trustee(s)	
<input type="checkbox"/> Other _____	

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. verifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by checking off incorrect forms (i.e. he/she/they, as date) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ◊ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ◊ Indicate title or type of attached document, number of pages and date.
  - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

## Employment Application

### Personal Information

Name (Last, First, MI)

Social Security Number

Street Address

Apt or Unit Number

City, State, Zip

Home Phone Number

Work Phone Number

Cell Phone Number

Email Address

### Employment Desired

Position applied for?

Date available for work?

How did you hear about this position?

Expected earnings?

Today's Date

eCivis, Inc. carefully selects each of its employees. The information provided within this application is read in its entirety by the hiring manager, and it is used to better prepare questions for the interview. eCivis appreciates your accurate completion of this application.

**Employment History**

List below all present and past employers over the past ten years, starting with your most recent employer. Account for all periods of unemployment. You must complete this section even if attaching a resume.

1. Current Employer (or most recent)	May we contact current employer? <input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date	End Date
Address, City, State and Zip Code			
Job Title	Starting Salary	Ending Salary	
Manager's Name	Manager's Title	Manager's Phone Number	
Reason for leaving			
Work performed			

2. Former Employer	Start Date	End Date
Address, City, State and Zip Code		
Job Title	Starting Salary	Ending Salary
Manager's Name	Manager's Title	Manager's Phone Number
Reason for leaving		
Work performed		

3. Former Employer	Start Date	End Date
Address, City, State and Zip Code		
Job Title	Starting Salary	Ending Salary
Manager's Name	Manager's Title	Manager's Phone Number
Reason for leaving		
Work performed		

*Please use additional pages if necessary or attach resume after providing detail on last three employers.*

**Education – Name of High School, Technical School, and/or College**

Name of institution (include city and state)	Major	Degree	Graduate Year
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Skills and Qualifications Information**

List any professional, trade, business civic activities, and/or offices held. You may exclude any membership that reveals gender, race, religion, national origin, ancestry, age, disability or any other protected status.

Describe any job related training you have received in the U.S. Armed Forces:

Identify what skills you possess that make you most suited for the position applied for on this application:

**Additional Information**

- Are you currently employed?  Yes  No
- Are you currently on "lay off" status and subject to recall?  Yes  No
- If hired, can you provide proof of U.S. Citizenship or proof of your legal rights to live and work in this country?  Yes  No
- If hired, would you have a reliable means of transportation to and from work?  Yes  No
- If hired, would you be able to travel and work overtime as needed?  Yes  No
- If hired, are you willing to submit to and pass a controlled substance test?  Yes  No
- Do you have any friends or relatives working for eCivis? Name/relationship \_\_\_\_\_  Yes  No
- Are you able to perform the essential functions of the job for which you are applying, either with / without reasonable accommodation? *eCivis complies with the ADA and consider reasonable accommodation measures that may be necessary for eligible applicants/employees to perform essential functions. It is possible that a hire may be tested on skill/agility and may be subject to a medical examination conducted by a medical professional.*  Yes  No

**References**

List below three persons not related to you who have knowledge of your work performance within the last 5 years.

Name	Contact Number	Email Address	Years Acquainted
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Applicant's Statement**

*Please read each paragraph closely, initial each item, and sign below.*

	<u>Initial</u>
<p>I hereby certify that I have not knowingly withheld any information that might adversely affect my chances for employment and that the answers given by me are true and correct to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I understand that any omission or misstatement of material fact on this application or any other document used to secure employment shall be grounds for rejection of this application or for immediate discharge if I am employed, regardless of the time elapsed before discovery.</p>	
<p>I understand that nothing contained in the application, or conveyed during any interview which may be granted, or during my employment, if hired, is intended to create an employment contract between me and eCivis, other than one that is "at will." I understand and agree that if I am employed, my employment will be of an "at will" nature, whereby either the employee or the employer may terminate the employment relationship at any time, with or without cause or notice. I further understand that my employment, if hired, is for no definite or determinable period of time and may be terminated at any time, at the option of either myself or the Company, and that no promise or representation contrary to the foregoing is binding on the company unless made in writing and signed by me and the company's designated representative.</p>	
<p>I understand that work schedules are subject to change and that overtime may be required.</p>	
<p>I understand and agree that eCivis' acceptance of this job application does not mean that a position for which I am qualified is open (unless specifically posted) or that the company has agreed to hire me. The Company is under no obligation to hire me as the result of accepting this completed application.</p>	

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# eCIVIS

An Equal Opportunity Employer

## EQUAL EMPLOYMENT OPPORTUNITY INFORMATION – SELF IDENTIFICATION

eCivis is considered a federal contractor or subcontractor in terms of doing business with the U.S. government and other prime contractors. We are required to gather and maintain certain information on individuals who reside in the U.S. and who apply for employment with us. (Those who do not reside in the United States may disregard this document.) To assist eCivis in maintaining accurate employment records and complying with federal government reporting requirements, your assistance is requested. The information you provide below is considered entirely voluntary and confidential, and will be used for data reporting requirements. If you choose not to self-identify, your employment status will not be affected in any way with eCivis. We request that you complete this voluntary form and fax it to 626-628-3486. You may also return this voluntary form to: eCivis, 418 N Fair Oaks Ave, Suite 301, Pasadena, CA 91103, Attn: Human Resources.

eCivis is an Equal Employment Opportunity employer. We conduct all employment-related activities without regard to race, color, sex, religion, age, national origin, disability, veteran status, sexual orientation, or any other classification protected by applicable state or federal employment discrimination laws. eCivis welcomes diversity in the workplace.

*Please check the categories which apply to you:*

GENDER INFORMATION:     Male     Female

RACE/ETHNIC GROUP INFORMATION:

- Black / African American not of Hispanic Origin. All persons having origins in any of the Black racial groups of Africa.
- Asian or Pacific Islander. All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, Samoa and India.
- American Indian or Alaskan Native. All persons having origins in any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community recognition.
- Hispanic or Latino. All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
- White, not of Hispanic or Latino Origin. All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

### VIETNAM VETERAN INFORMATION

Vietnam Era Veteran: (a) Persons serving more than 180 days of active military, navy, or air service, regardless of where the person was posted geographically, any part of which was during the period of August 5, 1964 through May 7, 1975, and who (1) was discharged or released with other than a dishonorable discharge, or (2) was discharged or released from active duty because of a service-connected disability, if any part was between August 5, 1964, and May 7, 1975; (b) A person who served more than 180 days of active military, navy, or air service, with the Republic of Vietnam, any part of which was during the period of February 28, 1961 through May 7, 1975, and who (1) was discharged or released with other than a dishonorable discharge, or (2) was discharged or released from duty because of a service-connected disability, if any part was between February 28, 1961 and May 7, 1975.

If you so choose submit the following information, otherwise please leave blank.

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**CITY OF DETROIT**  
**SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT**

1. Name of Contractor: oCivis, Inc.

2. Address of Contractor: 418 N. Fair Oaks Ave, Ste 301  
Pasadena, CA 91103

3. Name of Predecessor Entities (if any): \_\_\_\_\_

4. Prior Affidavit submission?  No \_\_\_\_\_ Yes, on: \_\_\_\_\_  
(Date of prior submission)

If "No", complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5.  Contractor was established in 2000 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

\_\_\_\_ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

\_\_\_\_ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

James Ha (Printed Name) Chief Executive Officer (Title)  
[Signature] (Signature) 2/21/14 (Date)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission expires: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 02-21-2014 before me, Pamela Butler, Notary Public  
(Here insert name and title of the officer)

personally appeared James HA

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

City of Detroit Slavery  
(Title or description of attached document)

Era Records and Insurance  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

Disclosure Affidavit  
(Additional information)

**INSTRUCTIONS FOR COMPLETING THIS FORM**

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signed(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
- Print the name(s) of document signers who personally appear at the time of notarization
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they - in fact) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-press if a sufficient area permits, otherwise complete a different acknowledgment form
- Signature of the notary public must match the signature on file with the office of the county clerk
  - ◊ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
  - ◊ Indicate title or type of attached document, number of pages and date
  - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

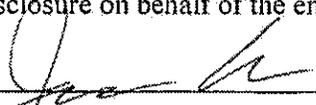
Other \_\_\_\_\_



(EXHIBIT C - continued)  
STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name:  12/16/15

Print name: James Ha

Sworn and subscribed to before me  
on \_\_\_\_\_, 20\_\_\_\_ [by \_\_\_\_\_, the  
\_\_\_\_\_ of the above named contractor/vendor, an authorized  
representative or agent of the contractor/vendor]

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan,  
Acting in \_\_\_\_\_ County  
My Commission Expires: \_\_\_\_\_

\*Please see attached CA Jurat

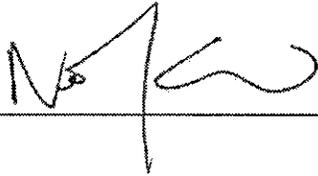
## CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

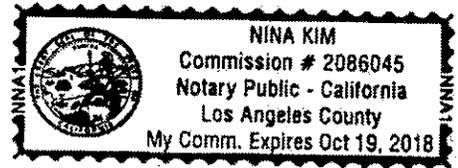
State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 16 day of December, 2015, by JAMES HA, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature



(Seal)



# Search Results

## Current Search Terms: ecivis\*

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

**No records found for current search.**

### Glossary

#### Search

#### Results

Entity

Exclusion

#### Search

#### Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.42.20160129-1215

WWW3

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

