

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

CONTRACT PO NUMBER 2897042
 STANDARD PO NUMBER
 CHANGE ORDER #
 REVISION
 REVISION

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES		DEPARTMENT HEAD'S SIGNATURE	DEPARTMENT TRANSPORTATION Transportation <i>pey D</i>
FUNDING SOURCE (Percent) FEDERAL % STATE % CITY 100% OTHER %		DEPARTMENT CONTACT PERSON REGINA COLEMAN	PHONE NO. 833-0262
CONTRACTOR'S NAME: LAKESIDE DIVISION, INC		DATE PREPARED 10/28/2014	
CONTRACTOR'S ADDRESS: 1990 BAGLEY DETROIT, MI 48216		ENGINEER'S ESTIMATE <input type="checkbox"/>	CONTRACT <input checked="" type="checkbox"/> CHANGE <input type="checkbox"/>
PHONE NO. (313) 832-1000		TOTAL CONTRACT AMOUNT	\$ 1,040,413.00
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 383464977 MINORITY FIRM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		TOTAL CPO AMOUNT	\$ 1,040,413.00
PURPOSE OF CONTRACT: PARATRANSIT TRANSPORTATION SERVICES		CHANGE AMOUNT	\$
		<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT <i>Paul S. De...</i> AUTHORIZED DEPARTMENT REPRESENTATIVE	
NOV 07 2014	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL <i>[Signature]</i> BUDGET DIRECTOR OR DEPUTY	14 DEC 16 PM 3:55 DEC - 1 2014 CITY OF DETROIT FINANCE DEPARTMENT PURCHASING DIVISION
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL GRANT ACCOUNTANT	
DEC 02 2014	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL <i>[Signature]</i> FINANCE DIRECTOR OR DEPUTY	12/3/14
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL <i>[Signature]</i> CORPORATION COUNSEL	12-16-14
	RECEIVED PURCHASING DIVISION DEC 03 2014 <i>[Signature]</i> PURCHASING DIRECTOR	1/14/15
	CITY OF DETROIT CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____ CONTRACTS SECTION LAW DEPARTMENT	

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: January 14, 2015

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

There were no contracts Reconsidered that were approved at the Session of January 6, 2015

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of January 13, 2015 and **APPROVED***

Budget, Finance and Audit Committee:

2881154,Amend. Eagle Security Services + \$685,000 to \$1,275,500 FINANCE
(for Public Safety Hdqtrers) Submitted in Recess List of Dec. 1, 2014 and Held;
Approved with **WAIVER**

2832588,Amend.5 Det. Building Authority + \$2,270,000 to \$65,770,000 FINANCE
(for Public Safety Hdqtrers) Submitted in Recess List of Dec. 1, 2014 and Held;
Approved with **WAIVER**

2832588,Amend.6 Det. Building Authority + \$2,000,000 to \$67,770,000 FINANCE
(for Public Safety Hdqtrers) Submitted in Recess List of Dec. 1, 2014 and Held;
Approved with **WAIVER**

2831517,Extension Quill Corporation Remains at \$2,400,000 CITY-WIDE
Submitted in the List and Referred Jan. 6, 2015; Correction reported Jan. 13, 2015

Internal Operations Committee:

2900949,Emg.Prcmt. Dan's Tree & Landscape \$46,575 GENERAL SERVICE
(Quality of Life Fund) Submitted in the Recess List for the Week of Dec. 1, 2014 and Held.

2901489 Bob Maxey Ford \$385,755.03 / 3 years GENERAL SERVICES
Submitted in the List and Referred January 6, 2015.

2902315 Jorgensen Ford \$323,400 GENERAL SERVICES
(Quality of Life Fund) Submitted in the List and Referred January 6, 2015.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of January 13, 2015

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*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of January 13, 2015 and **APPROVED***

Internal Operations Committee: *continued*

87058	Shirley Ann Belchunas (Bd.of Review-Dist.6)	\$18,360	CITY COUNCIL
Submitted in the List for Jan. 13, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87059	Lewis Moore, Sr. (Bd.of Review-Dist.7)	\$18,360	CITY COUNCIL
Submitted in the List for Jan. 13, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
2900773	Shaw Systems & Integration	\$138,380	CITY COUNCIL
(Security System) Submitted Special Letter and Walked on Jan. 13, 2015; Placed on New Business; Approved with <i>WAIVER</i> .			
83838	Dennis A. Mazurek (working in City Clerk's Office)	\$16,700	LAW
(term from Jan. 1 thru June 30, 2013) Submitted Special Letter and Walked on Jan. 13, 2015; Placed on New Business; Approved with <i>WAIVER</i> .			

Reported by the Neighborhood and Community Services Committee:

No Contracts Reported for Approval

Reported by the Planning and Economic Development Committee:

No Contracts Reported for Approval

Public Health and Safety Committee:

2897042	Lakeside Division, Inc.	\$1,040,413	TRANSPORTATION
Submitted in List for January 13, 2015; Moved to New Business; Approved with <i>WAIVER</i> .			

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of January 13, 2015

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The following contracts were **REFERRED** on January 13, 2015 to the indicated Standing Committee for consideration and report to the City Council.

Referred to Budget, Finance and Audit Committee

2831517,Ext	Quill Corporation	CITY-WIDE
<i>Correction to Total Amount reported for \$2,400,000; Moved to New Business</i>		

Referred to Internal Operations Committee

2877416,Increase	Computech Corp.	HUMAN RESOURCES
2877420,Increase	FutureNet Group	HUMAN RESOURCES
87072	Brian Farkas	DET. BUILDING AUTHORITY

Referred to Neighborhood and Community Services Committee

87047	Michael Odom (Food & Friendship)	RECREATION
87048	Louise Day (Food & Friendship)	RECREATION
87050	Sylvia McClinton (Food & Friendship)	RECREATION

Referred to Planning and Economic Development Committee

87017	Wilmern G. Griffin	PLANNING & DEVELOPMENT
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Referred to Public Health and Safety Committee

2897760	Automotive Media / IM Branded	FIRE
2901532	Detroit Building Authority	PUBLIC WORKS
2899374,Revenue	Comerica Bank Corp.	POLICE
2900062, MiDeal	Motorola Solutions	POLICE
2897042	Lakeside Division <i>Moved to New Business</i>	TRANSPORTATION
2899331	CTT Equipment <i>Correction to Cost from \$135,200 to \$147,200</i>	TRANSPORTATION

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of January 13, 2015

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The following items have been HELD for review, discussion or report to the Standing Committees.

Internal Operations Committee

2895759, Increase	W-3 Construction Co.	+ \$2,459,000 to \$3,209,000	GENERAL SERVICE
Submitted the Week of Dec. 15, 2014, Held by Pres. Jones.			
2895761, Increase	Systemp Corp.	+ \$765,000 to \$2,865,000	GENERAL SERVICE
Submitted the Week of Dec. 15, 2014, Held by Pres. Jones.			
2895764, Increase	Power Lighting & Technical	+ \$105,000 to \$705,000	GENERAL SERVICE
Submitted the Week of Dec. 15, 2014, Held by Pres. Jones and Council Member Benson.			
2897014	J-Mac Tree and Debris	\$354,521.60	GENERAL SERVICE
Submitted in the List and Referred January 6, 2015.			
2901057	G's Trees	\$400,000	GENERAL SERVICE
Submitted in the List and Referred January 6, 2015.			

Public Health and Safety Committee

2901510	Strategic Staffing Solutions	\$125,399.49	HOMELAND SECURITY
Submitted in the List for the Week of December 8, 2014; Approved by Committee 1-12-15			
2790946	Trademaster	\$68,071	FIRE
Submitted in the List for the Week of December 15, 2014; Approved by Committee 1-12-15.			
2901177	Walker's Heating & Cooling	\$149,861.61	TRANSPORTATION
Submitted in the List for the Week of December 15, 2014; Held by Council Member Benson			

City Council Contract Agenda Items Review Checklist

New Renewal Contract Increase Contract Amendment

Reviewer: _____ Date Received: _____

Date: 10/30/2014 Department: Transportation Division: Purchasing

Dept Head/Contact Person: Regina Coleman Phone No.: 313-833-0262

Description: **PARATRANSIT SERVICES**

Contract No.: **2897042** PO Type (ex) : Prof. Svc.-CPO Est. Value: \$1,040,413.00

Contract Term (if applicable/ example): AUGUST 1, 2014 to OCTOBER 31, 2015

Funding: City 100 % State % Federal % Other: % farebox %
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: **LAKESIDE DIVISIONS** Required Date: **OCTOBER 31, 2014**

1. Is the product or service ESSENTIAL to department operations? Yes No

If "Yes" please explain why: This contract provides Transportation Services to the Elderly; Disabled and Low-Income City of Detroit Residents

Consequence of not buying: This needed transportation service may not available for our City of Detroit residents

2. Was the product or service competitively bid? Yes No
(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition:

3. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name: _____
If answer to #3 is "No" explain why a Co-Op was not considered: This RFP was a Negotiated Proposal and was awarded to the Contractors that offered the best service at the most fair and reasonable rates

4. Were savings achieved?
 Yes Amount \$ _____ No
Were additional savings requested? (10%) Yes No

5. Does the supplier currently provide other goods and services to the City? Yes No
If yes please list: _____

6. The business being awarded is New or Renewal or **NEW**

7. If #6 is a renewal provide justification for renewal: _____

If #6 is a increase/decrease does this represent:

variance in unit price only (Current unit price \$ _____ Suggest Unit Price \$ _____)

change in amount/volume of the good or service to be used (no change in unit price)

8. Is this good/service used by other Departments? Yes No

If "yes" can this requisition/par be combined other depts.? Yes No

9. Is this a service that can be performed by City employees? Yes No

Is this a service that City employees can be trained to do? Yes No

NOTES:

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT FOR THE FOLLOWING REASON(S):

SIGNED: Regina Coleman DATE: 10-30-17

INFORMATION PROVIDED BY: Regina Coleman

TITLE: Purchases Agent

PHONE NO. 313-833-0262

PURCHASING DIVISION - CITY COUNCIL RECOMMENDATION SHEET

REJECTION () EQUALIZATION APPLIED () CITY COUNCIL APPROVAL DATE: _____

2897042
BUYER'S APPROVAL: [Signature] PO. NO. 2897042 RFQ NO/ PROJECT # T-2752 REQ. NO.(S) _____

SUPERVISOR'S APPROVAL: [Signature] DATE 10/30/11 NO WAIVER OF RECONSIDERATION

AWARD NOTICE BY: _____ TO CITY COUNCIL BY _____

STANDARD P.O. () B.P.O. () C.P.O. (X) AWARD SHEET ATTACHED () RENEWAL OPTIONS (1)

COMMODITY PARATRANSIT TRANSPORTATION

PERIOD: (IF CONTRACT) FROM AUGUST 1, 2014 TO OCTOBER 31, 2015

AWARDED TO: (NAME OF COMPANY) LAKESIDE DIVISION

ADDRESS: 510 HANCOCK CITY DETROIT STATE MI ZIP 48202
(STREET ADDRESS NOT A P.O. BOX #)

PAYMENT TO: [] AS ABOVE OR ADDRESS _____ CITY _____ STATE _____ ZIP 4 _____

EXPIRATION DATE	BUYER'S INITIALS	
<u>YES</u> HRD _____	() SOLE BID _____	DETROIT BASED _____
<u>SEP 27, 2015</u> INCOME TAX _____	() LOWEST BID _____	OPEN _____
<u>JAN 15, 2015</u> REAL ESTATE TAX _____	() LOWEST TOTAL BID _____	SUB-CON _____
<u>JAN 15, 2015</u> PERSONAL PROPERTY TAX _____	() LOWEST ACCEPTABLE BID _____	
<u>N/A</u> EXECUTIVE ORDER 22 _____	() LOWEST EQUALIZED BID _____	
<u>YES</u> SLAVERY AFFIDAVIT _____		

ESTIMATED COST: \$1,040,413.00 ACTUAL COST: _____

EQUALIZATION STATISTICS:	LOWEST EQUALIZED VENDOR _____	NON-EQUALIZED SAVINGS: \$ _____
	ACTUAL LOWEST VENDOR _____	
SAVINGS:	PREVIOUS CONTRACT AMT: \$ _____	POTENTIAL SAVINGS: \$ _____

QUANTITY: _____ OR NO. OF ITEMS 2 UNIT PRICES RANGE FROM: \$ 27.81/ TRIP TO: \$32.81/TRIP

USING DEPARTMENT(S): TRANSPORTATION

ACCT. NO. ACCT. NO. 5301-200310-00000-617902-00151-0000000-00000

NO. OF BIDS SOLICITED <u>9</u>	NO. OF BIDS RECEIVED <u>9</u>	CITY FUNDS <u>100 %</u>	STATE FUNDS _____ %	FEDERAL FUNDS _____ %
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OTHER: % FAREBOX _____

PRICE(S) ARE [X] FIRM F.O.B.: DELIVERED TERMS: NET 30 DAYS OR _____

RECOMMENDATION PARTICULARS FORMAL ()	GUARANTEES	INSURANCE
	BID DEPOSIT () \$ _____	PROP. DAMAGE (P/O) () \$ <u>1 MILLION</u>
INFORMAL ()	PERFORMANCE BOND () \$ _____	PUBLIC LIABILITY (B/I) () \$ <u>2 MILLION</u>
	PAYMENT BOND () \$ _____	MICH WORKER'S COMP () STATUTORY REQ.

BID BOND RETURNED () OTHER () \$ _____ C OF D ASSD NAME INS () P/U () P/D () OTHER _____

FOR CLERICAL USE:

ALB: _____ REJLTR: _____
AWD: _____ COMPLETED: _____

CONTRACT # 2897042

DEPARTMENT Transportation

[] WAIVER

AGENDA DATE: _____

CONTRACT SYNOPSIS

CONTRACTOR NAME: Lakeside Divisions, Inc.

CONTRACTOR ADDRESS: 1990 Bagley Street

Detroit, MI 48216

WHAT FORM OF
COMPETITION DID THE
DEPARTMENT ENGAGE
IN TO OBTAIN THIS
PROFESSIONAL SERVICE
CONTRACT:

Request For Proposal (RFP) # T-2752

Request For Quotes (RFQ) # _____

Request For Qualifications (RFQQ) # _____

If there was no competition obtained, explain why: _____

PROJECT: Paratransit

TYPE OF FUNDING AND %: 100% City Funding

CONTRACT AMOUNT: \$1,040,413.00

CONTRACT PERIOD: August 1, 2014 - October 31, 2015

ADVANCE PAYMENT: _____

BRIEF DESCRIPTION: Provide Paratransit Services

REASON FOR DELAY: NA

[View assistance for SAM.gov](#)

Search Results

Current Search Terms: lakeside* division*

<p>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.</p> <p>No records found for current search.</p>

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.20.20141027-1628



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

*Excluded Parties List
October 2014*

Evaluation Team Members Evaluation Score Sheets

ATE: Thursday, April 17, 2014 Scoring Criteria	Proposer Name					
	LAKESIDE			DIVISION		
	Samuel	Brad	Warren	Wilfred	Angelica	Proposer Name
HASE 0						
Proposal Package (submitted per RFP instructions)	Pass	Pass	Pass	Pass	Pass	Pass
Met the 10% DBE or Good Faith Requirement:	Pass	Pass	Pass	Pass	Pass	Pass
HASE 1 - Content of Technical Proposal						
Operational Plan	8	8	8	8	8	8
Experience of Firm	10	10	10	10	10	10
Proposer's Safety Record and Current Safety Programs	8	5	5	5	5	5
Implementation/Start-Up/Transition Plan	10	8	8	10	8	10
System Management	5	5	5	8	5	8
TOTAL						
HASE 2 - Past Performance/References						
HASE 3 - Cost Proposal/ Analysis Fair and Reasonable	3	3	3	3	3	3
HASE 4 - Interviews w/Agency and Key Staff						
Evaluation Committee Final Determination	6	10	10	10	6	6

Proposals receiving a "Pass" determination move onto Phase 1 scoring.
 Proposals receiving a "Fail" determination have been found to be materially insufficient and require no further evaluation.
 Points: 15=Outstanding, 10=Excellent, 8=Good, 5=Adequate, 3=Fair, 0=Unacceptable - For Technical Section
 Points: 10=Outstanding, 8=Excellent, 6=Good, 5=Adequate, 3=Fair, 0=Unacceptable - For Past Performance/References
 Points: 20=Outstanding, 16=Excellent, 12=Good, 10=Adequate, 6=Fair, 0=Unacceptable - For Cost Proposal Section

valuation Team Members Evaluation Score Sheets

Scoring Criteria	Proposer Name DELRAY UNITED				ACTION COUNCIL				Proposer Name ODYSSEY			
	Samuel	Brad	Warren	Wilfred	Angelica	Samuel	Brad	Warren	Wilfred	Angelica		
	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass		
HASE 0 Proposal Package (submitted per RFP Instructions) met the 10% DBE or Good Faith Requirement:	10	8	10	10	10	10	8	5	10	5		
HASE 1 - Content of Technical Proposal operational Plan experience of Firm Proposer's Safety Record and Current Safety Programs Implementation/Start-Up/Transition Plan	10	8	10	10	10	10	8	3	5	5		
System Management	8	8	8	10	10	8	8	5	10	8		
TOTAL	10	8	8	10	10	10	8	3	10	5		
HASE 2 - Past Performance/References	5	8	8	10	8	10	8	8	10	10		
HASE 3 - Cost Proposal/ Analysis Fair and Reasonable	20	20	12	10	16							
HASE 4 - Interviews w/Agency and Key Staff Evaluation Committee Final Determination												

Proposals receiving a "Pass" determination move onto Phase 1 scoring.
 Proposals receiving a "Fail" determination have been found to be materially insufficient and require no further evaluation.
 Points: 15=Outstanding, 10=Excellent, 8=Good, 5=Adequate, 3=Poor, 0=Unacceptable - For Technical Section
 Points: 10=Outstanding, 8=Excellent, 6=Good, 5=Adequate, 3=Poor, 0=Unacceptable - For Past Performance/References
 Points: 20=Outstanding, 16=Excellent, 12=Good, 10=Adequate, 6=Poor, 0=Unacceptable For Cost Proposal Section

Scoring Criteria	Proposer Name				Proposer Name					
	ENJOI				MOE					
	Samuel	Brad	Warren	Wilfred	Angelica	Samuel	Brad	Warren	Wilfred	Angelica
HASE 0 Proposal Package (submitted per RFP Instructions) met the 10% DBE or Good Faith Requirement:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
HASE 1 - Content of Technical Proposal										
Operational Plan	10	8	8	10	10	8	8	10	10	8
Experience of Firm	10	10	8	10	10	8	8	10	10	8
Proposer's Safety Record and Current Safety Programs	0	3	5	5	5	3	8	10	10	5
Implementation/Start-Up/Transition Plan	8	8	8	8	10	5	8	10	10	8
System Management	10	8	8	8	8	5	8	10	5	8
TOTAL										
HASE 2 - Past Performance/References	3	5	5	5	5	10	10	10	10	10
HASE 3 - Cost Proposal/ Analysis Fair and Reasonable										
HASE 4 - Interviews w/Agency and Key Staff Evaluation Committee Final Determination	5	12	10	12	10	16	16	12	12	16

Proposals receiving a "Pass" determination move onto Phase 1 scoring.
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Points: 20=Outstanding, 16=Excellent, 12=Good, 10=Adequate, 6=Poor, 0=Unacceptable For Cost Proposal Section

ATE: Thursday, April 17, 2014		Proposer Name					Proposer Name				
Scoring Criteria		SAJAL ALI					REGENCY				
		Samuel	Brad	Warren	Wilfred	Angelica	Samuel	Brad	Warren	Wilfred	Angelica
HASE 0											
Proposal Package (submitted per RFP Instructions)		Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	
Meet the 10% DBE or Good Faith Requirement:		Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	
HASE 1 - Content of Technical Proposal											
Operational Plan		0	0	0	3	0	8	10	10	8	
Experience of Firm		0	0	0	3	0	8	8	10	8	
Proposer's Safety Record and Current Safety Programs		0	0	0	3	0	3	5	8	5	
Implementation/Start-Up/Transition Plan		0	0	0	3	0	8	8	8	10	
System Management		0	0	0	3	0	8	8	10	8	
TOTAL											
HASE 2 - Past Performance/References											
HASE 3 - Cost Proposal/ Analysis		0	0	0	0	0	8	5	8	6	
Fair and Reasonable											
HASE 4 - Interviews w/Agency and Key Staff											
		0	0	0	0	0	12	20	16	20	

Proposals receiving a "Pass" determination move onto Phase 1 scoring.
Proposals receiving a "Fail" determination have been found to be materially insufficient and require no further evaluation.
Points: 15=Outstanding, 10=Excellent, 8=Good, 5=Adequate, 3=Poor, 0=Unacceptable - For Technical Section
Points: 10=Outstanding, 8=Excellent, 6=Good, 5=Adequate, 3=Poor, 0=Unacceptable - For Past Performance/References
Points: 20=Outstanding, 16=Excellent, 12=Good, 10=Adequate, 6=Poor, 0=Unacceptable For Cost Proposal Section

DATE: Thursday, April 17, 2014		Proposer Name				
Scoring Criteria		A. BUTLER AND ASSOCIATES				
HASE 0		Samuel	Brad	Warren	Wilfred	Angelica
Proposal Package (submitted per RFP Instructions)	Let the 10% DBE or Good Faith Requirement:	Pass	Pass	Pass	Pass	Pass
HASE 1 - Content of Technical Proposal						
Operational Plan		3	5	5	5	5
Experience of Firm		3	8	5	5	5
Proposer's Safety Record and Current Safety Programs		0	8	5	5	3
Implementation/Start-Up/Transition Plan		3	3	5	5	5
System Management		3	5	3	5	5
TOTAL						
HASE 2 - Past Performance/References						
		10	8	8	5	8
HASE 3 - Cost Proposal/ Analysis						
Fair and Reasonable						
		12	16	12	16	16
HASE 4 - Interviews w/Agency and Key Staff						

Proposals receiving a "Pass" determination move onto Phase 1 scoring.
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 Points: 15=Outstanding, 10=Excellent, 8=Good, 5=Adequate, 3=Poor, 0=Unacceptable - For Technical Section
 Points: 10=Outstanding, 8=Excellent, 6=Good, 5=Adequate, 3=Poor, 0=Unacceptable - For Past Performance/References
 Points: 20=Outstanding, 16=Excellent, 12=Good, 10=Adequate, 6=Poor, 0=Unacceptable For Cost Proposal Section

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 PARATransIT (2897042)
 Contract Amount 1,400,000.

Business Type: Corp Partnership Sole Proprietorship Personal Services

Business Name Lakeside Division, INC.

Business Address 1990 Bagley Ave Detroit, Michigan 48216

Ward/Item # _____

F.I.D. NO. 38-346 3997

City Personal Property I.D. # 0899 0088 -02

Owner(s) Name Susan M. Williams

Owner(s) SS# 369 66 1759

Contact Person Susan M Williams

Phone Number (313) 832-1000

Fax Number (313) 832-1010

Owner(s) Home Address 1247 WOODWARD ave #1006 Lease Own
Det MI 48226

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 bid package.

JAN 15 2015

Expiration Date

[Signature]

 DATE

OCT 23 2014



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: _____

E-MAIL ADDRESS: _____

CONTACT NAME: _____ PHONE: _____ FAX: _____

Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

A. To:
City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 512
Detroit, MI 48226

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-4588

For:
Individual or
Company Name Lakeside Division, Inc.
Address 1990 Bagley Ave.

City Detroit
State Michigan Zip Code 48216
Telephone 313 832-1000 Fax # _____
E-mail Address williamssmw1@yahoo.com

B: Name of Chief Financial Officer/Authorized Contact Person
(include address if different from above)

Susan Williams

Telephone # 313 832-1000

Fax # 313 832-1010

Employer Identification or Social Security Number

369 66 1759

Spouse Social Security Number

Nature of Contract Paratransit

BID CONTRACT AMOUNT (if known):
Labor: \$ 1,400,000 Material: \$ _____

Contract # (if known) 2897042

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.

- Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) Yes No
- Are you a student, and/or claimed as a dependent on someone else's tax return? Yes No
- Were you employed during the last seven (7) years? N/A Yes No
- Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

- Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). Yes No
- Will the company have employees working in Detroit? Yes No
- 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 INCOME TAX INVESTIGATOR Date SEP 27 2014

Yes No

Signature _____ Date _____ Expires _____

Yes No

Signature _____ Date _____ Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov



CERTIFICATE OF LIABILITY INSURANCE

LAKES-9

OP ID: CB

DATE (MM/DD/YYYY)

01/05/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Korotkin Insurance Group P O Box 431 Southfield, MI 48037-0431 Michele M. Ganesch	Phone: 248-352-5140	CONTACT NAME:
	Fax: 248-352-0305	PHONE (A/C, No, Ext):
		FAX (A/C, No):
		E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Country Ins. Co.	NAIC #
	INSURER B: Travelers Indemnity Co.	25658
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Lakeside Transport Group Inc
PO Box 37058
Oak Park, MI 48237

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	GL0210000211-01	11/20/14	11/20/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	MI3000000454-01	07/11/14	07/11/15	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 2,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	KUB2E568625	11/05/14	11/05/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	ABUSE/MOLESTATION		GL0210000211-01	11/20/14	11/20/15	EACH CLM 100,000 AGGREGATE 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Detroit is named as Additional Insured when required by written contract, permit or agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Detroit 1301 E Warren Detroit, MI 48221	DDOT0-1 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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Hiring Policy Compliance Affidavit

I, Susan M. Williams, being duly sworn, state that I am the Chief Executive
Officer/owner of Lakeside Divisions, 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,

Susan M. Williams
Title: President Date: 12/19/12

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS

The foregoing Affidavit was acknowledged before me the 19th day of Dec, 2012
by Georgia M. Guider
GEORGIA M. GUIDER

Notary Public, County of WAYNE

State of MICHIGAN

My commission expires: 02-17-2014

Case 138 11/2009

Application for Employment **PRE-EMPLOYMENT QUESTIONNAIRE** **EQUAL OPPORTUNITY EMPLOYER**

Personal Information

DATE _____

NAME (LAST NAME FIRST)		SOCIAL SECURITY NO.	
PRESENT ADDRESS	CITY	STATE	ZIP CODE
PERMANENT ADDRESS	CITY	STATE	ZIP CODE
PHONE NO.	SECONDARY PHONE NO.	REFERRED BY	

Employment Desired

POSITION	DATE YOU CAN START	SALARY DESIRED
ARE YOU EMPLOYED NOW? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF SO, MAY WE INQUIRE OF YOUR PRESENT EMPLOYER? <input type="checkbox"/> YES <input type="checkbox"/> NO	ARE YOU LEGALLY AUTHORIZED TO WORK IN THE U.S.? <input type="checkbox"/> YES <input type="checkbox"/> NO
EVER APPLIED TO THIS COMPANY BEFORE? <input type="checkbox"/> YES <input type="checkbox"/> NO	WHERE	WHEN

Education History

	NAME & LOCATION OF SCHOOL	YEARS ATTENDED	DID YOU GRADUATE	SUBJECTS STUDIED
HIGH SCHOOL				
COLLEGE				
TRADE, BUSINESS, OR CORRESPONDENCE SCHOOL				

General Information

SUBJECT OF SPECIAL STUDY/RESEARCH WORK	
SPECIAL TRAINING	
SPECIAL SKILLS	
U.S. MILITARY OR NAVAL SERVICE	RANK

Former Employers (LIST BELOW LAST FOUR EMPLOYERS, STARTING WITH LAST ONE FIRST)

DATE (MONTH AND YEAR)	NAME & ADDRESS OF EMPLOYER	SALARY	POSITION	REASON FOR LEAVING
FROM				
TO				
FROM				
TO				
FROM				
TO				
FROM				
TO				

A-5081 / T-32851
11/2009

2/25/88 D. C. Jones

References (GIVE BELOW THE NAMES OF THREE PERSONS NOT RELATED TO YOU, WHOM YOU HAVE KNOWN AT LEAST ONE YEAR.)

NAME	ADDRESS	BUSINESS	YEARS KNOWN

Authorization

I certify that the facts contained in this application are true and complete to the best of my knowledge and understand that, if employed, falsified statements on this application shall be grounds for dismissal.

I authorize investigation of all statements contained herein and the references and employers listed above to give you any and all information concerning my previous employment and any pertinent information they may have, personal or otherwise, and release the company from all liability for any damage that may result from utilization of such information.

I also understand and agree that no representative of the company has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing, unless it is in writing and signed by an authorized company representative.

This waiver does not permit the release or use of disability-related or medical information in a manner prohibited by the Americans with Disabilities Act (ADA) and other relevant federal and state laws.

DATE _____ SIGNATURE _____

Do Not Write Below This Line

DATE _____ INTERVIEWED BY _____

Remarks

NEATNESS	CHARACTER			
PERSONALITY	ABILITY			
HIRED	FOR DEPT.	POSITION	WILL REPORT	SALARY WAGES

APPROVED:

EMPLOYMENT MANAGER _____ DEPARTMENT HEAD _____ GENERAL MANAGER _____

This application for employment is sold only for general use throughout the United States. TOPS assumes no responsibility and hereby declines any liability for the inclusion in this form of any questions or requests for information upon which a violation of local, state, and/or federal law may be based. It is the user's responsibility to ensure that this form's use complies with applicable laws, which change from time to time.

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Lakeside Divisions, INC
2. Address of Contractor: 1990 BAtley Det MI 48216
3. Name of Predecessor Entities (if any): N/A
4. Prior Affidavit submission? No Yes, on: 10/30/11
(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 _____ (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.

Susan M Williams (Printed Name) President (Title)

Susan M Williams (Signature) 10/19/12 (Date)

Subscribed and sworn to before me
this 19th day of Dec. 2012

Margia M. Buder
Notary Public, Wayne County, Michigan
My Commission expires: 02-17-2014

NOTE: After review, please sign and return all documents to DDOT, Purchasing Division, 1301 E. Warren, Detroit, MI 48207 on/or before September 11, 2014.

SERVICES CONTRACT
BETWEEN
CITY OF DETROIT, MICHIGAN
AND
LAKESIDE DIVISION

CONTRACT NO.

2897042

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**CITY OF DETROIT
PROFESSIONAL SERVICES CONTRACT**

This Services Contract ("Contract") is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Transportation Department ("City"), and Lakeside Division, a Michigan company, with its Principal place of business located at 51 Hancock, Detroit, MI 48202.

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.

"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

- (f) 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.
- (g) That any Technology that it is provided to the City shall:
 - (1) Accurately recognize and process all time and 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 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 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. The term of this Contract shall terminate on ~~September 30, 2015~~ ^{October 31, 2015} 
- 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 **\$1,040,413.00** 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:

Warren Montague
Project Manager for T 2752
1301 E. Warren
Detroit, Michigan 48207
Telephone: (313) 833-7746
Facsimile: (313) 833-9845

The City employee from whom payment should be requested is:

Kurian Matthew
Principal Accountant
1301 E. Warren
Detroit, Michigan 48207
Telephone: (313) 833-0264
Facsimile: (313) 833-7890

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 tortuous 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:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(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 \$1,000,000.00 combined single limit
(covering all owned, hired and for bodily injury and property damage
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. 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 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.

10.08 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 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. 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 fifteen (15) 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.

13.03.1 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.

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.
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 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.
- 17.03 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 Purchasing Director.

17.04 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 18.

Fair Employment Practices

18.01 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.

18.02 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.

18.03 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 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 Transportation Department on behalf of the City:

City of Detroit
Department of Transportation
1301 East Warren Ave.
Detroit, MI. 48207
Attention: Mr. Warren Montague

If to the Contractor:

Lakeside Division
51 Hancock, Detroit, MI 48202
Attention: Ms. Susan Williams

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 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.

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.

20.03 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.

20.04 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."

20.05 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.

20.06 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.

20.07 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 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. 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 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.

22.02 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.

22.03 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 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 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.

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. 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.

- 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 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.
- 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 rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.
- 23.13 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)

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

Witnesses:

1. [Signature]
Name

2. George Cannon Jr.
Name

Contractor:

By: Susan M Williams
Name

Its: President
Title

Witnesses:

1. Jamie Ringo
Name

2. Laura Williams
Name

City of Detroit

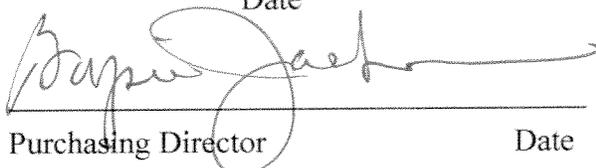
Transportation Department:

By: Paul G. Dill
Name

Its: Director
Title

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON:

JAN 13 2015

Date


Purchasing Director Date

7.5-206
APPROVED BY LAW DEPARTMENT
PURSUANT TO § ~~6-106~~ OF THE
CHARTER OF THE CITY OF DETROIT

 12-16-14

Corporation Counsel Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING
DIRECTOR.**

Terms of this contract have been amended with the permission of the Contract Awardee,
Lakeside Division

Signature: Susan M McIlwain
Date: 11/26/14

EXHIBIT A

SCOPE OF SERVICES

I. Notice to Proceed

The term of this Contract shall begin on August 1, 2014 and shall terminate on October 31, 2015, with an option to renew for one (1) additional calendar year.

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 Detroit Department of Transportation (DDOT) requires Lakeside Division, the awarded Contractor to provide non-exclusive, curb-to-curb paratransit transportation services (hereinafter, "trip" or "trips") for DDOT's eligible clients. The Contractor shall provide all services required, express or implied, in support of performing the trips (hereinafter, collectively the "Services"). All Services provided by the Contractor must meet Federal Transit Administration ("FTA") requirements. Payments for Services will be made on a per-trip basis for all trips successfully completed. DDOT will disburse trips based on the Contractor's ability to properly perform the Services. The Contractor is not guaranteed, nor should expect, from DDOT any particular number of assigned trips.

DDOT will be solely responsible for coordinating all aspects of the Service, which will include operating the one-stop call center used to book, schedule, and dispatch trip requests; ensuring compliance with local, state and federal requirements; reconciling and benchmarking service quality; implementing the corrective actions that improve poor performance; and, paying the Contractor on a per-trip basis for services rendered.

The Contractor shall provide daily curb-to-curb transportation services for DDOT-assigned trips. For each trip, the Contractor's vehicle shall arrive at the trip origin address within the designated pick-up window of time identified on DDOT's Trip Manifest and shall transport the client accordingly. The Contractor shall also collect trip information, review each manifest for errors and completeness, and deliver them all to DDOT for further review and reconciliation. DDOT will reconcile the submitted information and will pay for all trips completed successfully.

EXHIBIT A

SCOPE OF SERVICES

I. Notice to Proceed

The term of this Contract shall begin on ^{August 1, 2014} ~~September 30, 2014~~ and shall terminate on ~~September 30, 2015~~, with an option to renew for one (1) additional calendar year. _{October 31, 2015}

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 Detroit Department of Transportation (DDOT) requires Lakeside Division, the awarded Contractor to provide non-exclusive, curb-to-curb paratransit transportation services and in some instances door to door service (hereinafter, "trip" or "trips") for DDOT's eligible clients. The Contractor shall provide all services required, express or implied, in support of performing the trips (hereinafter, collectively the "Services"). All Services provided by the Contractor must meet Federal Transit Administration ("FTA") requirements. Payments for Services will be made on a per-trip basis for all trips successfully completed. DDOT will disburse trips based on the Contractor's ability to properly perform the Services. The Contractor is not guaranteed, nor should expect, from DDOT any particular number of assigned trips.

DDOT will be solely responsible for coordinating all aspects of the Service, which will include operating the one-stop call center used to book, schedule, and dispatch trip requests; ensuring compliance with local, state and federal requirements; reconciling and benchmarking service quality; implementing the corrective actions that improve poor performance; and, paying the Contractor on a per-trip basis for services rendered.

The Contractor shall provide daily curb-to-curb transportation services for DDOT-assigned trips. For each trip, the Contractor's vehicle shall arrive at the trip origin address within the designated pick-up window of time identified on DDOT's Trip Manifest and shall transport the client accordingly. The Contractor shall also collect trip information, review each manifest for errors and completeness, and deliver them all to DDOT for further review and reconciliation. DDOT will reconcile the submitted information and will pay for all trips completed successfully.

The Contractor shall meet all requirements as detailed in this Scope of Services, including, but not limited to, safety, fares, on-time performance, reporting, billing, insurance coverage, any appropriate licensing, and other legal requirements.

In addition to the duties and responsibilities detailed in this Scope of Services, the Contractor shall use its best efforts to assist DDOT in meeting its obligations to provide the highest quality and the most efficient service to the public. Changes may be required by DDOT, from time to time, to meet these requirements or to refine the method of operation.

Contractor shall be solely responsible for the provision of, and satisfactory work performed by, all its employees.

The Contractor shall also ensure that its drivers have accomplished the following before they perform the Services:

- Are properly licensed in the State of Michigan to provide door-to-door transportation, and when operating a vehicle weighing more than 26,000 pounds or originally designed to carry 16 passengers or more (including the driver), possess a valid commercial driver's licenses (CDL) with a PB endorsement;
- Are at least 21 years of age;
- Have been a licensed driver for a minimum of three (3) years;
- Are able to speak and understand English proficiently; a second language skill in Spanish or Arabic would be helpful;
- Possess a safe driving record as evidenced by:
 1. No more than two moving violations during each of the last three (3) years prior to application for the Services;
 2. Has three (3) full subsequent years with no violations, if license has ever been revoked.

The Contractor shall be responsible for all tasks, except those items specifically defined herein as DDOT responsibilities. Examples of the Contractor and DDOT's responsibilities, which are set forth below are:

a) Contractor Responsibilities

- Providing curbside-to-curbside transportation service as assigned by DDOT
- Providing door-to-door transportation service, when deemed necessary by ADA eligibility requirements
- Providing the agreed upon number of vehicles that comply with DDOT specifications to meet trip assignments.
- Maintaining all vehicles in accordance with standards set forth in this Scope of Services.
- Providing a two-way mobile communications system that meets service performance requirements detailed in the Scope of Services
- Providing an adequate number of qualified staff to be trained to handle all trips assigned by DDOT
- Hiring and ensuring training of drivers in accordance with the standards set forth in the Scope of Services
- Providing an adequate number of regularly scheduled staff on all days of service to ensure that assigned trips are performed

- Providing on-street supervision and conducting on-street service monitoring to ensure that service is performed according to standards set forth in the Scope of Services
- Collecting the appropriate fares from riders as specified in the Scope of Services
- Recording actual service information (arrival, pick-up and drop-off times, mileages, cancellations, no-shows, incidents, etc.) and submitting it to DDOT for reconciliation
- Documenting same day service issues and adding same day notes to the daily incident log.
- Preparing and providing billings and service reports as required by DDOT

b) DDOT Responsibilities

- Reserving, scheduling and dispatching trips in accordance with operating policies and procedures detailed in this specification;
- Initial training, periodic updated training, and periodic re-training of the Contractor's staff.
- Establishing service policies and standards and communicating these to the Contractor and to the riders;
- Providing public information on the paratransit service to the community;
- Distributing applications for eligibility and determining eligibility for the Service;
- Entering certified rider information into DDOT's system and maintaining an up-to-date database of eligible riders;
- Making determinations of trip eligibility and entering this information into DDOT's system;
- Reviewing records of rider no-shows, missed trips, and late cancellations and determining and enforcing any corrective actions, exclusions, reductions or suspensions from the Services;
- Reviewing service incidents involving riders and determining any conditions or suspensions of service to be imposed;
- Setting the maximum number of trips to be performed by the Contractor;
- Reviewing the overall performance of service to ensure that resources are used efficiently before additional resources are authorized;
- Handling all customer comments and complaints regarding the Service; and
- Monitoring the performance of the Contractor and assessing performance penalties as called for in the Contract with the Contractor.

Service Overview

This Contract defines the requirements that govern the Services and DDOT shall ensure that the Contractor complies with all requirements of this Contract. During the term of this Contract, DDOT and the FTA may change its rules, polices or regulations and such changes may require a change in the Services required under this Contract. In such cases, the City shall notify the Contractor of the change and the Contractor shall comply with changes to the Services, as required by either DDOT or the FTA, without a change in fees. The following sections define the Services' requirements.

a) Days and Hours of Operation

Per your accepted Proposal, Lakeside Division shall provide services for Paratransit Services Sunday-Saturday (12:00 am – 11:59 am).

b) Service Area

The Contractor shall provide trips to all origins and destinations within Wayne, Oakland, Macomb and Washtenaw Counties.

c) Fare Structure & Collection

DDOT will set the fare structure and notify the Contractor, in writing, of fare changes and the effective date(s).

The following is DDOT’s complete fare structure, which includes fares for all elderly, disabled, and lower-income rider programs. The structure identifies all rider types (client, guest, or PCA), DDOT’s various programs, the fares which shall be collected for each client-type and companions, and the fares to be paid by DDOT. DDOT will only pay for those vouchers and/or transfers submitted with the Contractor’s monthly invoice.

<u>CLIENT OF THE PROGRAMS:</u>	<u>FARE</u>
§ Paratransit	\$2.50
§ PCA of the Program	\$0.00

(**Must** be noted on Trip Manifest to rider free of charge).

**DDOT will notify the Contractor, in writing, of any fare changes and the effective date(s).

The Contractor shall collect the above fares as dictated by the Trip Manifest. The Contractor shall retain all fares collected as partial payment for the trips performed. For security purposes, the Contractor shall provide a secure method for collecting fares. The Contractor, and not DDOT, shall be responsible for lost, stolen or missing fares. The Contractor shall not be paid by DDOT for lost, stolen or missing fares. The Contractor shall collect all fares prior to moving the vehicle, as DDOT will not pay the Contractor for fares not paid by the client. All clients are required to board the vehicle with the exact fare(s), as drivers are not required to make change.

The contractor and its employees shall not solicit or accept tips, gifts or gratuities of any kind, no matter what the value. Any employee of the Contractor doing so shall be excluded from driving or otherwise participating in the Services.

Mobility Aid Securement and Use of Seat Belts Policy

All passengers shall be required to wear the provided securement device. Each passenger seating area shall be equipped with a seat belt and each wheelchair securement position shall be equipped with a securement device that meets ADA standards, and a seat belt and shoulder harness. All mobility aids located in the wheelchair securement area shall be secured using the provided system.

Riders who use wheelchairs shall be offered the use of the shoulder harness, but shall have the right to refuse its use. Riders who use three-wheeled scooters shall be strongly encouraged to transfer to a passenger seat. Scooter users shall be permitted to remain in the scooter, but drivers shall notify dispatchers about the refusal to transfer to a seat.

If a passenger refuses to be secured while transported, the driver shall inform the passenger of the potential risk of doing so, and shall ask that the passenger signs a disclaimer to relieve the Contractor and/or DDOT from any liability that might result from the refusal to be secured. The driver shall immediately report his/her passenger's refusal to the Contractor's Dispatch to ensure the incident is properly logged on the daily incident log and driver's trip log.

MAINTENANCE REQUIREMENT

The Contractor is expected to have not more than eight (8) improper vehicle maintenance violations within a twelve (12) month period.

The Contractor shall ensure that vehicles are maintained in accordance with the requirements set forth herein for operating within DDOT's Services. Major body damage to vehicles shall be reported to DDOT immediately. Minor body damage shall be reported to DDOT within twelve (12) hours of occurrence. If a vehicle is in service with body damage, the Contractor shall provide proof that there is a reason the vehicle could not be immediately repaired. DDOT may order that a vehicle be immediately removed from the Services, if it fails to meet any of the required standards.

To facilitate customer service and improve vehicle life, vehicles shall remain clean and free from body damage (other than minor scratches). If vehicles are inspected by DDOT staff and found not in compliance with these requirements, written notice shall be served. If the Contractor does not bring its vehicles up to standard within 30 days, the Contractor may be subject to liquidated damages and/or penalties.

Consequence of Failure to Meet Vehicle Maintenance Requirement

Performance Penalties

Performance Penalties equal to **\$100.00** may be deducted from the Contractor's invoice for each review by DDOT, or an authorized agent of DDOT, that finds vehicles not to have been maintained according to the requirements described herein or within the Vehicle Assignment Agreement (VAA). All such vehicles shall also be taken out of the Services until deficiencies have been corrected and DDOT approves the vehicle for Services.

8. UNIFORM DRESS AND APPEARANCE REQUIREMENT

The Contractor is expected to have not more than twelve (12) uniform dress and appearance violations within a twelve (12) month period.

The Contractor shall require a uniform, which conveys a professional image, to be worn by all drivers when operating a vehicle in-service. The selected uniform shall be of like quality to those worn by DDOT's drivers. For example, a uniform may consist of dark color trousers, light color shirt and a dark color outer garment.

The Contractor shall see that drivers' uniforms remain in good repair and do not appear old or worn out. Uniforms that are not in good repair shall be replaced at no additional cost to DDOT. DDOT may require all drivers to have new uniforms should appearances not meet the defined standard. Drivers shall follow the grooming and appearance standards listed below:

Uniforms shall be neat, clean and pressed, and in good condition and proper fitting. All shirts/blouses shall be tucked in and only the top button may be left unbuttoned;

Hair and beards shall be clean and neatly trimmed;

Black shoes or boots, leather or synthetic leather, soft or hard sole, shall cover the foot completely and shall be in good repair, polished and cleaned

Performance Monitoring and Benchmarking

On a monthly basis, DDOT will evaluate and benchmark elements of the Contractor's performance, including but not limited to:

- Complaints
- Accidents
- On-Time Performance
- Trip Coverage
- Total trips provided to eligible riders
- Total companions transported
- Total passengers (eligible riders, PCAs, companions)
- Total one-way eligible passenger trips requested

- | | |
|-------------------------------|--|
| Total Vehicle Miles | ▪ Number and Percent of trips picked up on time |
| ▪ Total trips refused | ▪ Number and Percent of trips picked up early |
| ▪ Total trips scheduled | ▪ Number and Percent of trips picked up late |
| ▪ Total advance cancellations | ▪ Number and Percent of trips dropped off on time |
| ▪ Total late cancellations | ▪ Number and Percent of trips dropped off too early |
| ▪ Total no-shows | ▪ Number and Percent of trips dropped off late |
| ▪ Total missed trips | ▪ Number and Percent of trips which exceed In-Vehicle Time |
| ▪ Total PCAs transported | ▪ All other DDOT defined performance standards |

Data Collection and Reporting Requirements

The Contractor shall provide reports as detailed by DDOT in this Contract. The Contractor shall also provide DDOT with additional information and with ad hoc reports requested by DDOT during the term of the Contract.

At a minimum, the Contractor shall provide the following reports:

Staffing Roster

The Contractor shall maintain a current roster of the staff members qualified to perform the Services, which includes the individual's name, date of birth, and valid driver's license number. The Contractor's updated roster shall be submitted to DDOT monthly and/or each time a staff member is added to or removed from the workforce assigned to perform DDOT's Services. This list shall be used by DDOT for the on-street spot inspection of drivers and to confirm compliance with other performance requirements. Any new employees shall be notified to DDOT with two (2) weeks of starting employment.

DDOT shall reconcile the Contractor's roster with DDOT's records to ensure that DDOT maintains up-to-date files on each of the Contractor's staff members.

a) Vehicle Roster

The Contractor shall maintain a list of all vehicles approved by DDOT for use in the Services. This list shall include the following information about each vehicle: the make and model, date of manufacture, seating capacity, vehicle identification number (VIN), fleet number, and current mileage. On a monthly basis, DDOT shall reconcile this list with DDOT's roster.

The Contractor shall maintain a separate file for each DDOT registered vehicle, which shall include a complete maintenance and repair history, inspection and licensing information, and documentation of the same.

b) Vehicle Maintenance Records

The Contractor shall submit a monthly log of all repairs performed on the vehicles used for this Contract and must keep all supporting receipts for DDOT to review upon request. DDOT shall include the monthly logs in the individual vehicle files maintained at DDOT.

c) Bundled Driver's Trip Logs

The Contractor shall ensure that all drivers' trip logs are collected for each day of service. The Contractor shall also ensure that each log is completed in its entirety before bundling the day's logs and attaching the daily incident log.

d) National Transit Database Reporting (NTD)

The Federal Transit Administration (FTA) requires DDOT to report annually specific operating, performance and vehicle data as a condition of federal funding. To comply with FTA requirements, the Contractor shall provide the information required, in a timely manner, for DDOT to complete the NTD reporting. DDOT shall notify the Contractor, in writing, of the required information and the due date for such information.

e) Local, State, and Federal Reporting

The Contractor shall maintain all operational records consistent with the FTA's policies for record handling. Such records include trip manifest, driver's trip logs, dispatch records, billing records, accident reports, and any other paper or magnetic records relating to the operation of the Services. These records shall be surrendered, on demand, and at no additional cost, to DDOT.

f) Record Retention and Inspection

The Contractor shall maintain all required operational and financial records, including required reports, as well as original data collection forms (including completed driver's trip logs, incident reports, accident reports, timesheets, etc.), for three (3) years after final payment and all other pending matters are closed.

The City of Detroit, the Michigan Department of Transportation, the FTA or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor, which are related to the Services.

Performance Penalties Which May Be Assessed Against The Contractor:

The Contractor shall meet the service performance standards as stated in this Scope of Services. Failure to meet certain standards shall result in the application of penalties against the Contractor's monthly invoice(s) as specified below. If penalties are going to be assessed, the Contractor will be notified in the monthly Trip Reconciliation Report from DDOT, no matter when the penalty.

Performance penalties that apply to this contract are as follows:

a) On-Time Performance

DDOT's goal is for the Contractor to be on-time for 95% of all pick-ups and drop-offs.

At the time DDOT certifies the Contractor as a Certified Transportation Provider ("CTP"), DDOT will determine the daily range of total trips, by number, that DDOT may assign to the Contractor based on the Contractor's capacity. At a minimum, the Contractor shall maintain a monthly on-time performance rate of 90% for all trips assigned. If the Contractor fails to maintain the minimum performance requirement for three (3) consecutive months, DDOT will reduce the number of trips the Contractor is assigned.

The reduced number of trips will be based on the Contractor's performance statistics for the three months immediately preceding the reduction. The revised trip level is intended to match the Contractor's service ability and will ensure that the Contractor satisfies the 90% minimum service requirement.

The Contractor shall perform the revised trip level, while maintaining the 90% minimum performance requirement, for six (6) consecutive months, before submitting a written request to DDOT for an increase in trips. DDOT will assess the request in conjunction with the Contractor's performance statistics and advise the Contractor of its decision in writing.

b) Missed Trips

In the event of a "missed trip," a penalty equal to the per-trip rate shall be deducted from the Contractor's invoice for each trip that is "missed" for any reason except those outside the control of the Contractor, as approved by DDOT.

DDOT's goal is for the Contractor to provide 100% of all assigned trips. At the time DDOT certifies the Contractor as a CTP, DDOT will determine the daily range of total trips, by number, that DDOT may assign to the Contractor based on the Contractor's capacity. At a minimum, the Contractor shall perform 98% of all trips assigned monthly. If the Contractor fails to maintain the minimum performance requirement for (3) consecutive months, DDOT will reduce the number of trips the Contractor is assigned.

The reduced number of trips will be based on the Contractor's performance statistics for the three months immediately preceding the reduction. The revised trip level is intended to match the Contractor's service ability and will ensure that the Contractor satisfies the 99% minimum service requirement.

The Contractor shall perform the revised trip level, while maintaining the 99% minimum performance requirement, for six (6) consecutive months, before submitting a written request to DDOT for an increase in trips. DDOT will assess the request in conjunction with the Contractor's performance statistics and advise the Contractor of its decision in writing.

c) Excessively Long Trips

A penalty equal to the per-trip rate will be deducted from the Contractor's invoice for each trip that is in excess of the in-vehicle time requirement, except for those approved in advance by DDOT. The penalty will not be imposed for long ride times where circumstances are beyond the Contractor's control, the circumstances are adequately documented in the Daily Incident Log associated with the trips in question, and DDOT determines that a penalty should not be assessed.

d) Driver Uniforms

If an on-street inspection by DDOT, or an authorized agent of DDOT, documents that a driver is out of uniform or wearing a dirty or damaged uniform, the Contractor will be assessed \$25.00 per driver for each occurrence. If three occurrences occur within a six-month period, DDOT will notify the Contractor, and the driver shall be excluded from performing further trips.

e) Driver Qualifications

If an audit or inspection by DDOT, or an authorized agent, documents that a driver who does not meet the qualifications set forth in this Scope of Services or who has not received the required training (or there is inadequate documentation of such training or qualifications) has been used for a trip, the Contractor shall be assessed **\$1,000.00** per driver, per day, commencing the day the driver was placed in the Service without the necessary qualifications. Upon DDOT's request, the driver shall be immediately removed from the Service and shall not be permitted to drive again until DDOT is satisfied that the driver is properly qualified and/or has been properly trained.

f) Improper Vehicle Mechanical Maintenance

If a review by DDOT, or an authorized agent of DDOT, finds that vehicles have not been maintained according to the requirements described in this Scope of Services (including accident damage), the Contractor will be charged **\$100.00** and the vehicle will be taken out of the Service until deficiencies have been corrected and DDOT has certified that said vehicle is ready for the Service.

g) Incomplete Trip Manifest or Batches

The Contractor shall ensure that each Trip Manifest is completed in its entirety before the Contractor batches the manifest, completes the Trip Manifest Return Log, and returns each completed batch to DDOT for processing. DDOT **will not** notify the Contractor should DDOT later identify incomplete trip information. Instead, DDOT will mark the trip "missed" and **will not** pay for the trip.

h) Failure to Respond to Complaints

The Contractor will have three (3) business days from the receipt of written complaint information forwarded by DDOT to conduct an investigation and properly respond in writing to DDOT with findings and proposed corrective actions. Failure to so respond within three (3) business days will result in a penalty of **\$50.00** per incident, per day, for every day beyond the first three (3) days that the Contractor had to respond.

i) Accident Reporting

If the Contractor fails to report an accident to DDOT within the required period the Contractor will be charged **\$500.00** per accident, per day that the report is late for accidents that did not involve passenger injury and **\$5,000.00** per accident per day for accidents that did involve a passenger injury.

Each year, in the month of June, DDOT and the Contractor will review the performance standards established to ensure that those standards remain appropriate. Based upon this review, DDOT may adjust standards and penalties, in writing, to ensure and encourage increased efficiency and improved performance of all Services.

Service-Related Meetings

Service-related status meetings shall be scheduled by DDOT as needed. The Contractor shall attend such meetings. DDOT anticipates monthly meetings shall be held for, among other topics, discussing current or potential service problems and proposed solutions. The Contractor shall also attend quarterly meetings of DDOT's Local Advisory Council (LAC), as requested by DDOT. These meetings serve to maintain open and frequent communications between DDOT, the transit riders and the Contractor. Occasionally, additional meetings may be required, particularly during the beginning of the Contract. Unless otherwise notified, a representative from the Contractor's management, or another employee with decision-making authority, shall attend all meetings.

Payment Terms

During the Contract period, the Contractor shall submit to DDOT monthly invoices with appropriate documentation. Original invoices shall be submitted to DDOT's Accounting Division to the attention of the Grants Principal Accountant, Kurian Matthew and copies of said invoices shall be forwarded to the Project Manager, Warren Montague. Payments will be made within thirty (30) days of verification and acceptance of the invoices by DDOT.

The Contractor's invoice shall include:

1. The Invoice Cover Sheet
2. Contract Purchase Order Number
3. Invoice Number
4. Billing Period
5. Total Invoice Amount

Project Deliverables

Copies of all reports must be delivered to the Project Manager at the time specified in the contractual arrangement. All camera-ready artwork and key lined information shall remain the property of the City of Detroit.

EXHIBIT B

FEE SCHEDULE

I. General:

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of One Million Forty Thousand, Four Hundred and Thirteen Dollars, (\$1,040,413.00), for the term of this one (1) year Contract as set forth in Exhibit A, Scope of Services.

II. Per Trip Fees:

Ambulatory Trip Fee:

\$27.81

7.69

Non- Ambulatory Trip Fee:

\$32.81

21.06

BGC

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of Detroit's Department of Transportation of valid monthly invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable and include all required manifests and paperwork (i.e: logs, reports, etc...) specified in this contract. 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.

Exhibit C

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Exhibit D

The Contractor shall be paid for those services performed pursuant to this contract at the rates established in 2009, until such time that a price increase can be justified and approved by the Chief Procurement Officer. The rates established in 2009 are **\$17.69** for ambulatory and **\$21.06** for Non-Ambulatory.

X 

Susan Williams, President
Lakeside Divisions, Inc.

1/8/15

X 

Samuel Elmer, Purchasing Manager
Detroit Department of Transportation

1/8/15

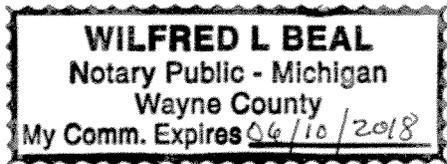
CITY ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing contract was acknowledged before me the 12 day of November,
2014, by DAN DIRKS,
(name of person who signed the contract)
the DIRECTOR,
(title of person who signed the contract as it appears on the contract)
of DDOT,
(complete name of the City department)

on behalf of the City.

Wilfred L. Beal
Notary Public, County of Wayne
State of Michigan
My commission expires: 06/10/2018



CORPORATE ACKNOWLEDGMENT

STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 18 day of September,
20 , by Susan M Williams
(name of person who signed the contract)
the President
(title of person who signed the contract as it appears on the contract)
of LAKESIDE DIVISIONS, INC
(complete name of the corporation)

on behalf of the Corporation.

Shirley Stencel
Notary Public, County of Wayne
State of Michigan
My commission expires: 5-30-2028

CORPORATION CERTIFICATE OF AUTHORITY

I, Judith Williams, Corporate Secretary of
(name of corporate secretary)
Lakeside Divisions, a Michigan
(complete name of corporation) (state of incorporation)

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 9/9/14, 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 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,
Susan M Williams is President,
_____ is (are) Vice President(s),
_____ is Treasurer,
Judith C Williams 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 9th day of September, 2014.
CORPORATE SEAL
(if any)

Judith Williams
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.**