Detroit/Wayne County Port Authority

Request for Proposals for:
Port of Detroit Decarbonization Plan Consulting Services

December 9, 2022
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Request for Proposals

Port of Detroit Decarbonization Plan Consulting Services

I. Introduction

The Detroit/Wayne County Port Authority (the “Port Authority”) is developing a plan (the “Plan”) within the next 12-18 months that will be implemented and updated over the next two decades with the goal of, among other things, reducing annual carbon-dioxide (CO₂) emissions within the Port of Detroit to net zero by the year 2040. The Plan will also measure and set targets for the elimination of other health hazzards, including particulates, noxious odors and sound. The Port Authority is seeking proposals through this Request for Proposals (“RFP”) from one or more qualified individuals and entities (“Responders”) to develop the Plan collaboratively with the Port Authority by carrying out the scopes of work described herein. Interested parties should review this RFP and participate in the question and answer opportunity described herein before submitting a response.

II. Detroit/Wayne County Port Authority

The Port Authority is a governmental entity, created by agreement between the City of Detroit and Wayne County over 30 years ago for the purpose of promoting maritime trade and developing port facilities within the Port of Detroit (defined below). The Port Authority’s governing statute is the Hertel-Law T. Stopczinski Port Authority Act 639 of 1978 (MCL 120.101 et seq.), which grants the Port Authority the power to, among other things, perform studies and promote commerce, health and recreation within the Port of Detroit. Development of the Plan for the Port of Detroit will contribute to its sustainability and improve the health of those who live, work and recreate within the region.

The Port Authority owns a 34-acre general cargo dock, located at 4461 Jefferson Avenue in Detroit, Michigan, which is a part of the larger Port of Detroit. The dock typically receives steel slabs and coil, heavy equipment and project cargo. In recent years, the total tonnage received is between 200,000 and 500,000. No products are exported from the dock.

III. Port of Detroit

The Port of Detroit consists of the marine terminals operating on the navigable portions of the Rouge River and approximately 32 miles along the Detroit River. Approximately 22 privately owned cargo terminals and the Port Authority’s public general cargo dock currently operate within the Port of Detroit. The range of cargo received – very little is exported – consists of bulk materials (cement, salt, road-building materials), liquids (petroleum, chemicals and other fuels), steel, coil, heavy equipment and project cargo. Most of the incoming cargo is hauled away via truck, though some is moved by rail. Some of the terminals are operated by manufacturers who receive raw materials that are then put into production at the same site. The approximate land area covered by the Port of Detroit that remains in use is over 1,000 acres.
The most recent study in 2018 found that approximately 15 million tons of cargo passes through the Port of Detroit Annually. A new study will be issued in 2023 to update the figures, which are expected to decline. Within the last 5 years a coal-fired power plant and two steel factories have closed, resulting in a significant reduction of coal imports.

IV. Purposes of RFP

The Port Authority issues this RFP to solicit interest by qualified firms, individuals, universities, community groups and others who have experience performing the services described in the Scopes of Work below. As a public entity, the Port Authority operates transparently and objectively to ensure equal opportunity in awarding contracts. In addition to these ideals, the Port Authority seeks to develop a well-informed, highly professional and inclusive plan for decarbonizing the Port of Detroit and one that will succeed in delivering health benefits to those who live, work and recreate within the area of the Port.

V. RFP Timeline

This tentative schedule is provided for the convenience of Responders, but may be subject to change at any time by the Port Authority. Any such changes will be stated in an addendum to this RFP or otherwise communicated to Responders.

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<tr>
<td>December 9, 2022</td>
<td>RFP issued</td>
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<tr>
<td>January 10, 2023, 1:00 pm ET</td>
<td>Pre-proposal video conference (Teams)</td>
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### Notes:
- Pre-Proposal video conference will be January 10, 2023 at 1:00 pm Eastern Time, via Teams. To participate, send an email request to mschrupp@portdetroit.com, with “Pre-Proposal” in the Re: line.
- Questions: Responders may submit questions concerning the RFP to mschrupp@portdetroit.com All questions and answers will be shared with all potential Responders via email.
- Proposal Review: Port Authority may request clarifications of submitted proposals by email or phone on January 27 – February 13, 2023. Prompt responses will be requested.
- Responder Interviews: Port Authority may choose to conduct in-person/video interviews of the top Responders February 7-9, 2023.

### VI. Submittal Requirements

**Only electronic submittals will be accepted.**

Proposals must include the following sections (to be submitted in this order only):

- **A. Proposal summary (2 pg. max)**
  Discuss the highlights and distinguishing points of the proposal. Include a list of individuals and contacts for this proposal and how to communicate with them. Clearly indicate to which Scopes of Work the proposal is responding.

- **B. Organization description and qualifications (4 pg. max)**
  Describe the Responder’s general size, resources and organizational structure with respect to the proposed work. Include general information on the Responder’s financial stability, capacity and resources. List key staff and on which Scopes of Work they will be working. Provide summaries of experience or resumes for all key staff. Provide an overview of the Responder’s qualifications and previous experience on at least three similar, analogous or related projects. If the proposal is on behalf of multiple parties working together, provide information about each entity and on which Scopes of Work they will be providing services.
C. Proposed approach for each of the Scopes of Work to which the Responder is responding (4 pg. max for each Scope of Work)
Present a well-conceived work plan to address all aspects of the proposed Scope(s) of Work. Include a full description of how the Responder will complete each element of the Scope(s) of Work. Show how the work plan would meet the Port Authority’s objectives and maximum 18-month schedule. Responders may suggest innovations, additions or modifications to the Scopes of Work.

D. Schedule (1 pg. max for each Scope of Work)
Provide a schedule for each Scope of Work with dates for each of the elements within the Scope. Responders who are not addressing all Scopes of Work will need to allow time for coordination with other consultants and work collaboratively so that all Scopes of Work can be completed within 18 months.

E. Cost proposal (3 pg. max for each Scope of Work)
Provide a detailed budget and not-to-exceed figure for all labor, fees and out-of-pocket expenses for each Scope of Work. Responders will be responsible for any taxes, mileage, office and other expenses not identified in the proposal.

F. Conflict of Interest/Non Collusion Certification
Provide a statement meeting the requirements of section XII below regarding Conflicts of Interest and Non-Collusion.

G. Confirmation of acceptance of contract terms or explanation of proposed contract modifications
List all exceptions or requested changes that Responder has to the terms of the RFP and the Port Authority’s standard contract attached hereto. Items not excepted or changed will not be open to later negotiation.

VII. Scopes of Work
Within 18 months of the start of work, Responders will be required to carry out the following Scopes of Work. Responders may present proposals on one or more Scopes of Work. If multiple consultants are awarded, the selected consultants and the Port Authority will reach agreement regarding working collaboratively to deliver a seamless overall work product. During final negotiations toward a contract, scopes may be modified or eliminated, at the discretion of the Port Authority.

A. Technical Scope:
Responders who plan to present proposals on the Technical Scope of this RFP will perform the following tasks:

1. Develop a base line calculation, or realistic estimate, of the current carbon-dioxide (CO₂) emissions within the Port of Detroit, inclusive of at least: a) ship emissions while docked; b) terminal operations emissions; and c) emissions by vehicles, trains and equipment engaged with terminal operators.
2. Develop a base line calculation, or realistic estimate, of other harmful emissions – e.g., particulate, odor, sound (“Other Harmful Emissions”) – generated by commercial activities within the Port of Detroit.
3. Develop a plan to engage with terminal operators, shipping companies, trucking and rail firms that call on the Port of Detroit to obtain relevant information about the ships, trucks, trains, facilities, equipment, fuel and energy types and build a database of the current state.
4. Research and provide written reports on available and emerging alternative fuel sources, as well as ships, equipment and vehicles that use or are being researched and designed to use such fuels and are similar to those currently in use within the Port of Detroit to reduce or eliminate carbon-dioxide and Other Harmful Emissions. This report will be used within the Tool Kit Scope below.

5. Provide a recommended set of action steps that will be necessary to achieve net-zero carbon emissions and reduce or eliminate Other Harmful Emissions.

6. Calculate the feasibility of achieving net zero carbon emissions and reducing or eliminating Other Harmful Emissions within the Port of Detroit by the year 2040 if operators take action steps recommended in the plan.

B. **Plan Development Scope:**

Responders who plan to present proposals on the Plan Development Scope of this RFP will perform the following tasks:

1. Research existing decarbonization plans developed by other port authorities and provide a summary of recommended best practices for the Port Authority’s review;

2. Draft the actual plan, which should include at least the following components:
   a. A brief history of the Port of Detroit region, identifying indigenous peoples who occupied it prior to European and United States conquest, and the development of industry throughout the 19th-21st centuries;
   b. Custom, interactive maps of the Port of Detroit, identifying current terminal operators and existing operations, suitable for presentations, printing and internet applications.
   c. Summary of the findings within the Technical Scope section – baselines, available alternatives, action steps and feasibility.
   d. Summary of the community engagement activities.
   e. Summary of the Tool Kit components (with the toolkit as an addendum).
   f. Road map for implementation.
   g. Feedback and measurement of progress over next 18 years.

C. **Community Engagement Scope:**

Responders who plan to present proposals on the Community Engagement Scope of this RFP will perform the following tasks:

1. Communicate with residents, small businesses, churches, community organizations and local governments within the Port of Detroit to provide information about the decarbonization and planning activities and soliciting feedback to inform the development of the Plan’s goals and objectives. This task includes providing content for the Port Authority’s website, as well as communications via social media.

2. Conduct three community engagement public sessions where the project is a) introduced and explained; b) updated and c) presented.

3. Review drafts of the Decarbonization Plan and provide feedback to the drafters that ensures the feedback from the community is reflected in the plan.

D. **Tool Kit Development Scope:**

Responders who plan to present proposals on the Toolkit Development Scope of this RFP will perform the following tasks:
1. Research and prepare a comprehensive summary of the currently available state and federal incentives, grants and other enhancements available to entities operating within the Port of Detroit to purchase, lease or use alternative fuels, equipment or capital improvements that will lower carbon-dioxide emissions and/or reduce Other Harmful Emissions.

2. Develop a set of written materials, brochures, powerpoint presentations, checklists or other materials that can be used in one-on-one or group presentations to entities in the Port of Detroit that will educate and persuade them to reduce and eliminate carbon-dioxide emissions in their operations and to reduce or eliminate Other Harmful Emissions identified in the base line evaluations, including:
   a. Alternative equipment, fuels and capital improvements applicable to operators within the Port of Detroit.
   b. Cost-benefit and return on investment calculators for the various alternative equipment, fuels and capital improvements that will lower the carbon footprint.

3. Develop a strategy and action plan for engagement with entities operating within the Port of Detroit and achieve measurable reductions in carbon and other harmful emissions.

VIII. Review, Interview and Selection

In addition to meeting the requirements set forth in the Submittal Requirements section above, proposals will be evaluated based on the following non-exclusive list of criteria:

- Qualifications and experience of the Responder providing similar services, including the capability and experience of key personnel;
- History of successfully performing services for other entities;
- Financial viability of the Responder;
- Cost to perform the Scopes of Work identified in this RFP;
- Proposed approach, including a clearly-demonstrated understanding of the intended Scopes of Work;
- Ability to meet any required timelines or other requirements;
- Existence of and circumstances surrounding any claims or violations of law or governmental regulations against the Responder, its representatives and/or partners;
- Pertinent references; and
- Acceptance of the Port Authority’s standard contract terms and conditions

The Port Authority reserves the right to consider factors other than those specified above and to request additional information from any/all Responders as a part of the selection process.

IX. Agreement Terms

Awardees will be required to enter into a contract using the Port Authority’s standard contract terms. Modification of the contract terms may be proposed by the Responder for consideration by the Port Authority but are not guaranteed to be accepted. The Port Authority’s standard contract terms are available for review in Appendix A.

X. Freedom of Information Act

All Responders acknowledge that the Port Authority is a public body subject to the requirements of the Michigan Freedom of Information Act (MCL 15.231, et seq.) (“FOIA”) and that Responder’s submissions in response to this RFP will be subject to disclosure in the event of a request for such documents is made pursuant to the FOIA. The Port Authority may assert objections to requests for documents related to the RFP until selections and award are made. However, after such time, responses to the RFP will be available for copying
or inspection pursuant to the FOIA.

XI. Prohibited Communications During RFP Timeline

Please note that to insure the proper and fair evaluation of a proposal, the Port Authority prohibits communication initiated by a Responder to a Port Authority employee or member of the Board of the Port Authority, except as provided in the RFP for emailed questions and answers and during interviews until the time a decision has been made by the Board of the Authority. Communication between Responder and the Port Authority may be initiated by the appropriate employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Prohibited communication may be grounds for disqualifying the offending Responder from consideration or award of the proposal, then in evaluation, or any future proposal.

XII. Insurance Requirements

All insurance shall be secured from or countersigned by an agent or surety company recognized in good standing and authorized to do business in the State of Michigan.

The Responder shall, within thirty (30) days of notification of award and prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified in the attached requirements. This insurance shall remain in force and effect throughout the duration of the contract.

A certificate of existing insurance coverage should be submitted with the proposal as proof of insurability. If the current coverage does not meet the RFP requirements, then the Responder should request an affidavit of insurability from the Responder’s insurance agent that certifies the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the RFP requirements.

XIII. Conflict of Interest/Statement of Non-Collusion

All Responders must disclose with their proposal the name of any officer, director, or agent who is also an employee, member of the Board of the Port Authority or an immediate family member of such employee or member of the Board. Further, all Responders must disclose the name of any Port Authority employee or member of the Board who owns, directly or indirectly, an interest of five percent (5%) or more of the Responder’s firm or any of its branches.

In addition, the Responder shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive responses in connection with the proposal and that the Responder is not financially interested in, or otherwise affiliated in a business way with any other Responder.

XIV. Addenda

It is the Responder’s responsibility to contact the Port Authority prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and return executed addenda with the proposal.

The failure of a Responder to submit acknowledgement of any addenda that affects the proposal price(s) may be considered an irregularity and may be cause for rejection of the proposal.

XV. Certifications
The submission of a proposal shall be deemed a representation and certification by the Responder that it:

- Has read, understands and agrees to the information and requirements set forth in this RFP
- Has the capability to complete the responsibilities and obligations of the proposal being submitted
- Represents that all information contained in the proposal is true and correct
- Acknowledges that the Port Authority has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the Responder, and Responder hereby grants the Port Authority permission to make these inquiries
- Will provide any and all documentation related to the proposal in a timely manner
- Is eligible to submit a proposal because he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

XVI. Reservation of Rights of the Port Authority

The Port Authority is not obligated to respond to any proposal submitted as part of the RFP. The Port Authority at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all proposals, and/or to accept that proposal which is in the best interest of the Port Authority. The award of this proposal, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation Responder’s experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The Port Authority reserves the right to accept all or part, or to decline the whole, and to award this RFP to one (1) or more Responders. There is no obligation to award any contract. The RFP, if awarded, will be in the judgment of the Port Authority the most responsive to its needs.
Attachment A – Consulting Services Agreement Standard Terms

AGREEMENT BETWEEN THE DETROIT/WAYNE COUNTY PORT AUTHORITY

And __________________________ FOR

DECARBONIZATION PLAN CONSULTING SERVICES

THIS AGREEMENT, is entered into this ___ day of ____, 2023, by and between the DETROIT/WAYNE COUNTY PORT AUTHORITY, Michigan Public Corporation an independent public agency, ("Authority"), and ________ (hereinafter referred to as "Consultant") (collectively referred to as the “Parties”).

RECITALS:

A. Authority is a Michigan municipal corporation organized under the Hertel-Law T. Stopczinski Port Authority Act 639 of 1978 (MCL 120.101 et seq.), with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and Consultant desire to enter into an agreement for __________ upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM
   The term of this Agreement shall commence on ______ and shall terminate on ___________ unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED
   Consultant shall perform each and every service set forth in Exhibit "A" pursuant to the schedule of performance set forth in Exhibit "B," both of which are attached hereto and incorporated herein by this reference.

3. COMPENSATION TO CONSULTANT
   Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed __________ dollars ($_________.00) based on the rates and terms set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference.

4. TIME IS OF THE ESSENCE
   Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.
5. **STANDARD OF CARE**
Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of specially trained professionals in the metropolitan Detroit Area and agrees that all services shall be performed by qualified and experienced personnel.

6. **INDEPENDENT PARTIES**
Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant’s services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers’ compensation plans, vacation and sick leave are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**
Authority is organized as a municipal corporation and is a public entity separate from its founding entities. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority’s founding entities in connection with this Agreement.

8. **NON-DISCRIMINATION**
Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee, or Consultant’s employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION**
Consultant shall, to the fullest extent allowed by law indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liabilities, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to the negligence or willful misconduct of Consultant or Consultant’s employees, officers, officials, agents or independent contractors in the performance of this Agreement, except where caused by the sole or active negligence or willful misconduct of Authority or its members, officers, officials, agents, employees and volunteers. Such costs and expenses shall include reasonable attorneys’ fees of counsel of Authority’s choice, expert fees and all other costs and fees of litigation. The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the services or termination of this Agreement.
10. **INSURANCE:**

A. **General Requirements.** On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant’s indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the Authority by certified mail, Attention: Executive Director." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of Michigan. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

B. **Subrogation Waiver.** Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her/its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. **Failure to secure or maintain insurance.** If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **Additional Insured.** Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **Sufficiency of Insurance.** The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

F. **Maximum Coverage and Limits.** It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
11. **CONFLICT OF INTEREST**

Consultant warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises.

12. **PROHIBITION AGAINST TRANSFERS**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL**

Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers’ compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.
14. REPORTS

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by Authority in execution or implementation of: (1) The original Project for which Consultant was hired; (2) Completion of the original Project by others; (3) Subsequent additions to the original project; and/or (4) Other Authority projects as Authority deems appropriate in its sole discretion.

C. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by Consultant without prior approval by Authority.

15. RECORDS

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement.

16. PARTY REPRESENTATIVES

The Executive Director shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. _________ shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

17. CONFIDENTIAL INFORMATION

A. Consultant shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all Confidential Information held by Authority or provided to Consultant by Authority. Consultant shall exercise the same standard of care to protect such Confidential Information as a reasonably prudent consultant would use to protect its own proprietary or confidential information.
B. The term “Confidential Information” includes all information, documents, and materials owned by Authority, including technical, financial, business, or utility customers’ personal information which is not available to the general public, as well as information derived from such information, which is furnished or made available to Consultant. Information received by Consultant shall not be considered Confidential Information if: (i) it is or becomes available to the public through no wrongful act of Consultant; (ii) it was in the possession of Consultant prior to the date of execution of this Agreement and is not subject to any confidentiality agreement between the Parties; (iii) it is received from a third party without restriction for the benefit of Authority and without breach of this Agreement; (iv) it is independently developed by Consultant; or (v) it is disclosed pursuant to a requirement of law, a duly empowered government agency, or a court of competent jurisdiction, provided that Consultant gives Authority due notice and an adequate opportunity to seek a protective order or equivalent, unless such notice is prohibited.

C. Consultant will direct its employees, contractors, consultants, and representatives who have access to any Confidential Information to comply with the terms of this Section.

D. Upon termination or expiration of this Agreement, Consultant shall, at Authority’s direction, either return or destroy all such Confidential Information and shall so certify in writing. Notwithstanding the foregoing, Consultant may retain copies of the Confidential Information and any related materials (i) to the extent required to comply with applicable legal and regulatory requirements, or (ii) that are retained in any backup tapes or other archival media; provided, however, all retained Confidential Information and related materials shall remain subject to the terms, conditions, and obligations of this Agreement, and any Confidential Information and related materials retained in any backup tapes or archival media shall be overwritten or destroyed in the regular course of business when such backup tapes or archival media are recycled for further use or destroyed.

E. The obligations of this provision will survive termination or expiration of this Agreement.

18. **NOTICES**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

TO AUTHORITY:
130 E. Atwater
Detroit, MI 48226
Attention: Executive Director

TO CONSULTANT:

__________________
19. **TERMINATION**

   In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be not less than 10 days) and according to the requirements set forth in Authority’s written notice of default, and in addition to any other remedy available to the Authority by law, the Executive Director may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Executive Director shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days’ prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

   Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials shall become the property of Authority.

20. **COMPLIANCE**

   Consultant shall comply with all applicable local, state and federal laws.

21. **CONFLICT OF LAW**

   This Agreement shall be interpreted under, and enforced by the laws of the State of Michigan. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with District Court of Wayne County, State of Michigan.

22. **ADVERTISEMENT**

   Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**

   A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**

   This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of
whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **AUTHORITY**

   The individual(s) executing this Agreement represent and warrant that they have the legal Authority and authority to do so on behalf of their respective legal entities.

26. **INSERTED PROVISIONS**

   Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

27. **CAPTIONS AND TERMS**

   The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

   IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date set forth above.

**CONSULTANT NAME**

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

**DETROIT/WAYNE COUNTY PORT AUTHORITY**

By: ____________________________
Name: __________________________
Title: Executive Director Date: _____
Exhibit A

Scope of Work