

**REQUEST FOR PROPOSALS**

**MICHIGAN STRATEGIC FUND**

MICHIGAN STATEWIDE HISTORIC PRESERVATION PLAN FACILITATOR

**RFP-CASE-00430699**

## **REMINDER**

Please check your proposal to make sure you have included all of the specifications in the Request for Proposals (the “RFP”). In addition, please submit an electronic version of each of the following:

- Technical Proposals (Section II-A);
- Price Proposal (Section II-B);
- Signed Independent Price Determination and Prices Held Firm Certification (Attachment B); and
- Conflicts of Interest Disclosure (if applicable) (Section III-G).

**BIDDERS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL:** “*RFP-CASE-00430699 Technical Proposal*” and “*RFP-CASE-00430699 Price Proposal*” with *Company Name*, and “*message 1 of 3*” as appropriate if the bid consists of multiple emails.

**The Michigan Strategic Fund (the “MSF”) will not respond to telephone inquiries, or visitation by bidders or their representatives. The bidder’s sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.**

Contract Services  
Michigan Strategic Fund  
300 North Washington Square, 3rd Floor  
Lansing, Michigan 48913  
[medcprocurementteam@michigan.org](mailto:medcprocurementteam@michigan.org)

## **IMPORTANT DUE DATES**

- **January 24, 2025, at 3:00 p.m.:** Questions from potential bidders are due via email to [medcprocurementteam@michigan.org](mailto:medcprocurementteam@michigan.org). Please note: The MSF will not respond to questions that are not received by the above date and time. In addition, questions that are phoned, faxed or sent through regular mail will not be accepted.
- **January 31, 2025 by close of business:** Responses to all qualifying questions will be posted on the MSF’s website, <https://www.michiganbusiness.org/00430699>.
- **February 14, 2025, at 3:00 p.m.:** Electronic versions, sent separately, of each of your Technical Proposal and Price Proposal are due to the MSF via email to [medcprocurementteam@michigan.org](mailto:medcprocurementteam@michigan.org). **Proposals will not be accepted via U.S. Mail or any other delivery method.**

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**REQUEST FOR PROPOSAL**

MICHIGAN STATEWIDE HISTORIC PRESERVATION PLAN FACILITATOR

**RFP-CASE-00430699**

This RFP is issued by the MSF, Contract Services unit (the "CS"). The CS is the sole point of contact with regard to all bidding and contractual matters relating to the services described in this RFP. The CS is the only office authorized to change, modify, amend, alter, clarify, etc. the specifications, terms and conditions of this RFP and any contract(s) awarded as a result of this RFP (the "Contract"). The CS will remain the SOLE POINT OF CONTACT throughout the bidding process. ***The MSF will not respond to telephone inquiries, or visitation by bidders or their representatives. The bidder's sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.***

Contract Services  
Michigan Strategic Fund  
300 North Washington Square  
Lansing, Michigan 48913  
[medcprocurementteam@michigan.org](mailto:medcprocurementteam@michigan.org)

## SECTION I STATEMENT OF WORK

### A) PURPOSE

The MSF, through the Michigan State Historic Preservation Office (the “SHPO”) is seeking a contractor (the “Contractor”) to facilitate historic preservation planning workshops statewide (the “Project”). The workshops are being conducted to fulfill the public participation requirements for SHPO’s next Statewide Historic Preservation Plan (the “State Plan”), anticipated to cover the time period 2027-2034, and to inform discussion of critical issues affecting historic preservation in Michigan and the goals and objectives that will guide Michigan’s historic preservation community for the next eight years.

### B) BACKGROUND STATEMENT AND OBJECTIVES

**Background:** The SHPO annually receives federal monies through the Historic Preservation Fund (the “HPF”), administered by the U.S. Department of the Interior, National Park Service (the “NPS”). One of the requirements of the HPF funding is that the SHPO must periodically develop a statewide historic preservation plan that establishes historic preservation goals and objectives; identifies critical issues, threats, and opportunities facing Michigan’s historic resources; and identifies priorities for identifying, documenting, protecting, incentivizing, and telling the story of important historic places across Michigan. These plans must meet the criteria set forth by the NPS in the Historic Preservation Fund Grants Manual (the “HPF Manual”), available at <https://www.nps.gov/subjects/historicpreservationfund/historic-preservation-fund-grant-manual.htm>. As described in *Chapter 6, Section G. Historic Preservation Planning Program Area* of the HPF Manual:

The State Plan is used by the State Historic Preservation Office and others throughout the State for guiding effective decision-making on a general level, for coordinating Statewide preservation activities, and for communicating Statewide preservation policy, goals, and values to the preservation constituency, decision-makers, and interested and affected parties across the State. As such, the State Plan is not an office management plan for the SHPO office. The State Plan provides direction and guidance for general-level decision-making, rather than serving as a detailed blueprint for making place-specific or resource-specific decisions.

Public participation is a key component of the preservation planning process, and the SHPO is seeking a Contractor to facilitate public engagement. This includes facilitation of five (5) in-person regional planning workshops, two (2) virtual public workshops/listening sessions, and one (1) stakeholder workshop. These workshops will be used to engage the public in discussion to determine the critical issues, trends, and themes both positively and negatively affecting historic preservation in Michigan; identify threatened and priority historic property types in Michigan; and develop achievable historic preservation goals and objectives that will serve as the framework for the content included in the State Plan.

The SHPO’s current statewide plan, *2020-2025 Michigan Statewide Historic Preservation Plan*, is available online at [https://www.miplace.org/4a73d5/globalassets/documents/shpo/shpo\\_5-year\\_plan\\_2020-25\\_final.pdf](https://www.miplace.org/4a73d5/globalassets/documents/shpo/shpo_5-year_plan_2020-25_final.pdf).

**Objectives:** The Contract must be completed by **March 31, 2026** (the “End Date”).

The Contractor will satisfy the following objectives:

1. Participate in one (1) in-person planning meeting with SHPO staff in Lansing.
2. Facilitate a total of five (5) in-person regional planning workshops for the public.
3. Facilitate two (2) virtual workshops/listening sessions for the public.
4. Facilitate one (1) stakeholders workshop in Lansing.
5. After each workshop, prepare a summary of the findings of that workshop.
6. Provide a comprehensive final report that includes:
  - a. A summary of the findings of each workshop.
  - b. A proposed vision statement for the State Plan based on the information gathered.
  - c. Recommendations for historic preservation goals and objectives for the State Plan based on the information gathered.
  - d. A list of Michigan’s most threatened categories of historic resources based on the information gathered.
  - e. A list of significant issues that will positively or negatively affect historic preservation efforts in Michigan over the next eight (8) years based on the information gathered.

**C) QUALIFICATIONS**

The Contractor must have at least five (5) years of proven experience as a professional facilitator and the ability to travel to regional meetings across Michigan. Demonstrated experience or understanding of historic preservation planning is preferred, as is demonstrated experience in working with government agencies and diverse groups of individuals. The Contractor must be in direct supervision of the Project, and a complete description of their role in the Project must be included in the Proposal, as defined below.

**D) SCOPE OF SERVICES AND DELIVERABLES**

**SCOPE OF SERVICES**

The Contractor will develop a Work Plan that is in agreement with this Section I(D) and is further defined in Section IV(D)(1)(d)(i)-(iv) (the “Work Plan”).

**1. Pre-Planning Meeting**

The Contractor will attend one (1) in-person planning meeting in Lansing, organized by the SHPO, with representatives of the SHPO to gather initial feedback from the SHPO on important points of discussion and to define a strategy for the workshops.

**2. Five Regional Historic Preservation Public Participation Workshops**

The Contractor will facilitate five (5) in-person regional workshops on historic preservation during summer/fall 2025.

- a. The locations for the regional workshops will be determined by the SHPO, which will be responsible for logistics (e.g., securing meeting locations, providing

refreshments) and any publicity related to the workshops. For the purposes of the proposal, bidders should assume that one (1) meeting will be held in Detroit, one (1) meeting will be held in western Michigan, one (1) meeting will be held in mid-Michigan, one (1) meeting will be held in the northern lower peninsula, and one (1) meeting will be held in the upper peninsula. The workshops will be open to the public, and attendance for a workshop can range from less than ten (10) to more than fifty (50) participants.

- b. The Contractor, in discussion with the SHPO, will develop a common agenda for the regional workshops, proposed topics for discussion, and potential questions to encourage and direct discussion during the workshops.
- c. The Contractor will be responsible for facilitating the workshops, including identifying and coordinating various modes of discussion, group-think exercises, or other activities, and documenting the responses during each session to analyze the findings for preparation of a final report synthesizing the information gathered. Any supplies needed for the meeting facilitation (e.g., stickers, easel paper, index cards, markers, etc.) will be provided by the Contractor.
- d. After the first public workshop, the Contractor will prepare a post-meeting summary report intended to serve as the start of the framework for a comprehensive final report synthesizing the information gathered from all five (5) workshops. This initial post-meeting report will allow the SHPO to gauge the extent and type of content anticipated to be covered in the Contractor's comprehensive final report and to address any questions, concerns, or changes in approach that may be necessary before the remaining public workshops. The Contractor should anticipate participating in one (1) virtual review meeting with the SHPO following submission of the post-meeting summary report.

### **3. Two Virtual Public Workshops/Listening Sessions**

The Contractor will facilitate two (2) virtual public workshops/listening sessions on historic preservation.

- a. The SHPO will be responsible for hosting the workshops/sessions, including providing the platform for the meetings, setting up the meetings, and providing technical support. The SHPO will also be responsible for coordinating registration and publicity.
- b. The Contractor will be responsible for facilitating the workshop, including identifying and coordinating various modes of discussion, group-think exercises, or other activities workshop and documenting the responses during each session to analyze the findings for preparation of a final report synthesizing the information gathered.

### **4. One Stakeholder Workshop**

The Contractor will facilitate one (1) stakeholder workshop.

- a. The stakeholder workshop will be held in-person in Lansing. The SHPO will be responsible for workshop logistics including identifying and contacting participants and providing a list of attendees.
- b. The workshop will consist of historic preservation professionals, planners, developers, Tribal representatives, other state agencies, historic district commissioners, and other related parties.
- c. The Contractor will be responsible for facilitating the workshop, including identifying and coordinating various modes of discussion, group-think exercises, or other activities workshop and will utilize the information gathered during the regional workshops to draft a vision statement, preservation goals, and historic resource assessment for review by the stakeholders. Any supplies needed for the meeting facilitation (e.g., stickers, easel paper, index cards, markers, etc.) will be provided by the Contractor.

## 5. Final Report

The Contractor will prepare a comprehensive final report (the “Final Report”) for the SHPO. The Final Report will include the following, based on information gathered during the workshops:

- a. A comprehensive summary of each regional workshop, the virtual public workshop, and the stakeholder workshop, including a discussion of activities and talking points and a synthesis of the findings for each individual workshop.
- b. A synthesis of common and diverging (e.g., regional differences) points across the workshops.
- c. A proposed draft vision statement for the State Plan.
- d. Proposed eight (8)-year historic preservation goals for the State Plan.
- e. A list of identified and achievable objectives, strategies, and actions that will help to accomplish the goals.
- f. A list of the critical issues, threats, and opportunities that affect cultural resources (including aboveground, archaeological, and Tribal resources) in Michigan
- g. A prioritized list of the most threatened resource types in Michigan and those that are most important or underrepresented and should be prioritized.

The Contractor will participate in one (1) final meeting with the SHPO to discuss the information presented in the Final Report and address questions. This meeting will be held virtually.

## REPORTING

- a. **Interim Progress Reports.** The Contractor will submit interim progress reports to the SHPO. Reports are due by January 15, April 15, July 15, and October 15 until the End Date. The progress report form will be provided to the Contractor by the SHPO.
- b. **Project Completion Report.** The Contractor will provide a brief Project Completion Report upon conclusion of the Project along with the submittal of final invoices. The Project Completion Report template will be provided to the Contractor by the SHPO.



## **DELIVERABLE FORMATS**

The Contractor will furnish the SHPO with the following upon conclusion of the Project:

- One (1) draft electronic Final Report in editable (e.g., Microsoft Word) format and as a complete Portable Document Form (PDF) submission. The Final Report should be presented in a user-friendly, easy-to-understand manner with appropriate headings and subheadings. Narrative components should be accompanied by graphs, charts, and tables, as appropriate, to illustrate important points and synthesis of the information gathered. The SHPO will review the draft report and provide feedback within thirty (30) days. Following receipt of SHPO feedback, the Contractor will address required edits and provide:

- One (1) final print version of the Final Report.

One (1) final electronic Final Report in an editable (e.g., Microsoft Word) format and as a complete Portable Document Form (PDF) submission.

## **E) FEDERAL ACKNOWLEDGEMENT**

This material was produced with assistance from the Historic Preservation Fund, administered by the U.S. Department of the Interior, National Park Service, through the Michigan Strategic Fund, State Historic Preservation Office. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Chief, Office of Equal Opportunity Programs, United States Department of the Interior, National Park Service, 1849 C Street, NW, MS-2740, Washington, D.C. 20240.

### Copyright

Pursuant to 2 C.F.R. § 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or use the Project for Federal purposes, or the ability to authorize others to use materials produced under this Contract. All photos included as part of the Project will be considered released to the NPS for future official use. Photographer, date and caption should be identified on each photo so the NPS may provide proper credit for use.

## SECTION II PROPOSAL FORMAT

To be considered, each bidder must submit a COMPLETE proposal (the “Proposal”) in response to this RFP using the format outlined below. The Proposal will include the Technical Proposal, the Price Proposal, and any attachments, enclosures, or exhibits required in this RFP or considered by the bidder to be essential to a complete understanding of the Proposal. Each of the following sections of the Proposal should be clearly identified with appropriate headings:

### **A) TECHNICAL PROPOSAL**

Provide a Technical Proposal that includes:

1. Business Organization and History – State the full name, address, email address, and phone and web address of the bidder’s organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, any work relating to the Project. Indicate whether the bidder operates as an individual, partnership, or corporation (if as a corporation, include the state in which it is incorporated). The Technical Proposal must state whether the organization is licensed to operate in the State of Michigan. Identify the number of years the organization has been in business and the number of employees.
2. Statement of the Problem – State in succinct terms the bidder’s understanding of the problem(s) presented by this RFP.
3. Narrative Methodology – Include a narrative summary description of the proposed effort and of the services(s)/products(s) that will be delivered in relation to the identified Scope of Work. Any proposed deviations to the Project must be justified in detail. In particular, include an overview of the methodology to be used when facilitating the regional workshops, stakeholder workshop, and virtual public workshops, including any particular discussion tactics or activities that might be engaged; describe how the information gathered from the workshops will be synthesized; and summarize how the Final Report will be developed and presented to the SHPO to ensure it meets the identified needs of identifying a vision statement and preservation goals and objectives for the State Plan. In addition, identify any “best practices” that will be followed (if standards of a professional association will be followed, identify that entity) and how the quality to service will be monitored, ensured, and adapted, as necessary for each component.
4. Technical Work Plans – Provide a detailed Work Plan documenting the anticipated timetable for completing the required Scope of Work, inclusive of the pre-planning meeting, the regional workshops, the virtual public workshop, the stakeholder workshop, and submission of the Final Report. The Work Plan should assume a start date no sooner than April 1, 2025. The project End Date is December 31, 2025.
5. Prior Experience – Describe the prior experience of the bidder’s organization which it considers relevant to the successful accomplishment of the Project as defined in this RFP, including public facilitation experience and demonstrated knowledge of and/or experience with historic preservation and government agencies, as applicable. Include sufficient detail to demonstrate the relevance of such experience. Work samples should be attributed to specific staff and submitted work samples must reflect the previous work of the staff who will be the primary author of the Project components. The Prior Experience Section should include

descriptions of qualifying experience including project descriptions, costs, and starting and completion dates of projects successfully completed; also include the name, address, and phone number of the responsible official of the client organization who may be contacted.

The MSF may evaluate the bidder's prior performance with the MSF, and this prior performance information may be a factor in the award decision.

6. Project Staffing – The bidder must be able to staff a project team which possesses talent and expertise in the field of the requirements of this RFP. Additionally, the bidder must: (1) Identify the project manager and staff assigned by name and title, (2) Provide resumes, experience and any other appropriate information regarding the project team's qualification for this initiative, (3) Indicate staff turnover rates, (4) State where the project team will be physically located during the time they are engaged in the Project, (5) Indicate which of these individuals the bidder considers key to the successful completion of the work, and (6) Indicate the amount of dedicated management time for the bidder's project manager and other key individuals. **Do not include any financials for the contemplated work within the Technical Proposal.** Resumes demonstrating the Professional Qualifications for proposed project team personnel must be supplied.

Please Note: The MSF further reserves the right to interview the key project team personnel assigned by the bidder to the Project and to recommend reassignment of personnel it deems unsatisfactory.

7. Subcontractors – The bidder shall list all subcontractors that will be engaged to accomplish the Project described in this RFP and include (1) the firm name and address, contact person and complete description of work to be subcontracted, and (2) provide descriptive information concerning subcontractor's organization and abilities. Additionally, the information the bidder provides in response to sub-section 5 of this Section II(A) shall also include detailed information relating to each potential subcontractor.

8. Bidder's Authorized Expediter – Include the name, email address, and telephone number of person(s) in the bidder's organization authorized to expedite any proposed contract with the MSF.

9. References, Additional Information and Comments – Include any other information that the bidder believes to be pertinent, but not specifically asked for elsewhere.

10. Certification – include the certification required in Section III(R).

## **B) PRICE PROPOSAL**

Provide a Price Proposal that includes the cost/rate/price information for all firms/persons proposed to be used by the bidder which will be used to demonstrate the reasonableness of the bidder's Price Proposal. Attach a schedule of all expenses which covers each of the services and activities identified in the bidder's Price Proposal and also include a total "not to exceed" firm, fixed fee proposal. The Price Proposal must include:

- a. Staff costs broken down by each individual staff person. Include number of hours, per hour rate, and work assignment.
- b. Lodging costs (based on State of Michigan per diem rates).

- c. Meal costs (based on State of Michigan per diem rates).
- d. Transportation costs (based on standard State of Michigan mileage rate).
- e. Costs of supplies and materials.
- f. Other direct costs. Description should include items to be purchased and reason for purchase.
- g. Total Budget.

**Proposals should reflect State of Michigan per diem rates in effect at the time of proposal submission.** State per diem rates are subject to change during the term of an awarded contract. Current rates can be found here: <https://www.michigan.gov/dtmb/services/travel/>.

The MSF is exempt from federal excise tax, and state and local sales taxes. The Price Proposal should include, but separate out, the amount of taxes.

**THE PRICE PROPOSAL and the TECHNICAL PROPOSAL MUST BE IDENTIFIED AND SENT SEPARATELY FROM THE PROPOSAL IN ACCORDANCE WITH THE INSTRUCTIONS OF THIS RFP. Price Proposals will remain sealed until the Joint Evaluation Committee (the "JEC") has completed evaluation of the Technical Proposals.**

Bidders Please Note: Rates quoted in response to this RFP are firm for the duration of the Contract; no price increase will be permitted.

### **C) PROPOSAL SUBMITTAL**

Submit separately marked electronic versions of bidder's Technical Proposal and Price Proposal to the MSF via email to [medcprocurementteam@michigan.org](mailto:medcprocurementteam@michigan.org) not later than **3:00 p.m. on February 14, 2025**. The MSF has no obligation to consider any proposal that is not received by this deadline. **Proposals will not be accepted via U.S. Mail or any other delivery method.**

BIDDERS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: "RFP-CASE-00430699 Technical Proposal" and "RFP-CASE-00430699 Price Proposal" with Company Name, and "message 1 of 3" as appropriate if the bid consists of multiple emails.

**SECTION III  
RFP PROCESS AND TERMS AND CONDITIONS**

**A) PRE-BID QUESTIONS**

Questions from bidders concerning the specifications in this RFP must be received via e-mail no later than **3:00 pm on January 24, 2025**. Questions must be submitted to:

Contract Services  
[medcprocurementteam@michigan.org](mailto:medcprocurementteam@michigan.org)

**B) PROPOSALS**

To be considered, bidders must submit a complete Proposal, using the format provided in Section II of this RFP, by **3:00 p.m. on February 14, 2025**. No other distribution of proposals is to be made by the bidder.

The Technical Proposal must be **signed physically or electronically** by an official of the bidder authorized to bind the bidder to its provisions. The Technical Proposal must include a statement as to the period during which it remains valid; this period must be at least ninety (90) days from **February 14, 2025**. The rates quoted in the Price Proposal must remain firm for the duration of the Contract.

**C) ECONOMY OF PREPARATION**

Each Proposal should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of this RFP. Emphasis should be on completeness and clarity of content.

**D) SELECTION CRITERIA**

Responses to this RFP will be evaluated based upon a three-step selection process.

1) Step I – Initial Evaluation for Compliance

- a) The first step is an evaluation of whether a Proposal satisfactorily meets the requirements of this RFP as stated in Section II.
- b) *Proposal Content* – The CS will screen all submitted proposals for technical compliance to include, but not be limited to:
  - Timely submission of the proposal.
  - Technical Proposal and Price Proposal clearly identified and sent separately.
  - Proposal signed physically or electronically by an official of the bidder authorized to bind the bidder to its provisions.
  - Proposals satisfy the form and content requirements of this RFP.

2) Step II – Criteria for Satisfactory Technical Proposals

- a.) During the second step of the selection process, proposals will be considered by the JEC, which will be comprised of individuals selected by the MSF and the SHPO. Only those proposals that meet the Initial Evaluation for Compliance in Step I, as determined by CS, will be considered for further evaluation by the JEC pursuant to this Step II.
- b.) *Competence, Experience and Staffing Capacity* – The Technical Proposal should indicate the ability of the bidder to meet the requirements of this RFP, especially the time constraints and quality. Technical Proposals should also indicate the competence of the personnel whom the bidder intends to assign to the Project, including education and experience, with particular reference to experience on projects similar to that described in this RFP and qualifications of bidder’s principal investigator’s and the project manager’s dedicated management time, as well as that of other key personnel working on this Project. The JEC shall score each Technical Proposal according the following criteria:

|              |                                                                                                    | <b>Points</b> |
|--------------|----------------------------------------------------------------------------------------------------|---------------|
| 1.           | Statement of understanding                                                                         | 5             |
| 2.           | Proposed methodology                                                                               | 25            |
| 3.           | Adequacy of and prior experience of key staff in facilitation and working with government agencies | 25            |
| 4.           | Education and/or certifications                                                                    | 10            |
| 5.           | Communication skills, including clarity of proposal                                                | 15            |
| 6.           | Experience with and/or knowledge of historic preservation planning                                 | 10            |
| 7.           | Ability to deliver required services within the stated deadlines                                   | 10            |
| <b>TOTAL</b> |                                                                                                    | <b>100</b>    |

- c.) At the sole discretion of the JEC, bidders may be required to make oral presentations of their Technical Proposals to the JEC during the JEC’s review of their Technical Proposal. These presentations provide an opportunity for the bidders to clarify their Technical Proposal. The MSF will schedule these presentations, if required by the JEC.
- d.) Only those Technical Proposals receiving a score of **80 points or more** (the “Minimum Point Threshold”) by the JEC will have their Price Proposal evaluated to be considered for award.
- 3) Step III – Criteria for Satisfactory Price Proposal

- a.) The JEC will evaluate each Price Proposal and make an award recommendation to the MSF for the bidder whose Technical Proposal not only met the Minimum Point Threshold, but also provides the most value, quality, and the ability to meet the objectives of this RFP (the "Award Recommendation").
- b.) The MSF reserves the right to consider the economic impact on the State of Michigan when evaluating the Award Recommendation. This includes, but is not limited to, job creation, job retention, tax revenue implications, and other economic considerations.
- c.) Based on its sole discretion, the MSF will award the Contract to the bidder whose Proposal not only met the Minimum Point Threshold, but also provides the most value, quality, and the ability to meet the objectives of this RFP (the "Best Value Awardee"). The Best Value Awardee may not match the Award Recommendation.
- d.) The MSF reserves the right to select and award the Contract to another bidder in the event the Best Value Awardee does not accept the award.
- e.) The Best Value Awardee must be reviewed and approved by the NPS prior to any formal award notification.

**E) BIDDERS COSTS**

The MSF is not liable for any costs incurred by any bidder prior to all parties signing the Contract.

**F) TAXES**

The MSF may refuse to award a Contract to any bidder who has failed to pay any applicable taxes or if the bidder has an outstanding debt to the State of Michigan or the MSF.

Except as otherwise disclosed in an exhibit to their Proposal, the bidder certifies that (1) all applicable taxes are paid and (2) the bidder owes no outstanding debt to the State of Michigan or the MSF as of the date the bidder's Proposal was submitted to the MSF.

**G) CONFLICT OF INTEREST**

The bidder must disclose, in an exhibit to their Proposal, any possible conflicts of interest that may result from the award of the Contract or the services provided under the Contract.

Except as otherwise disclosed in the Proposal, the bidder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the bidder, the bidder's project manager(s) or its family's business or financial interests ("Interests") and the services provided under the Contract. In the event of any change in either Interests or the services provided under the Contract, the bidder will inform the MSF regarding possible conflicts of interest which may arise as a result of such change and agrees that all conflicts shall be resolved to the MSF's satisfaction or the bidder may be disqualified from consideration under this RFP. As used in this Section G, "conflict of interest" shall include, but not be limited to, the following:

- 1) Giving or offering a gratuity, kickback, money, gift, or anything of value to a MSF official, officer, or employee with the intent of receiving the Contract from the MSF or favorable

treatment under the Contract;

- 2) Having or acquiring at any point during the RFP process or during the Term (as defined below) of the Contract, any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner or degree with the bidder's performance of its duties and responsibilities to the MSF under the Contract or otherwise create the appearance of impropriety with respect to the award or performance of the Contract;
- 3) Currently in possession of or accepting during the RFP process or the term of the Contract anything of value based on an understanding that the actions of the bidder or its affiliates or Interests on behalf of the MSF will be influenced; or
- 4) The SHPO is required to implement the federal conflict of interest policy for historic preservation activities. Generally speaking, this conflict of interest policy applies to any person who is paid in full or in part with Historic Preservation Fund (the "HPF") or matching share monies, or who donates time or provides in-kind services to the HPF program. For purposes of the policy, "person" is defined as and means: the State Historic Preservation Officer; SHPO staff member, including persons authorized to represent the SHPO or to perform in any official capacity for the SHPO; subgrantees and contractors paid in whole or part by HPF funds or whose time or salaries are used as allowable matching share; members of the State Historic Preservation Review Board and the Michigan Historical Commission; Certified Local Government Historic District Commission members, agents and staff; and the employees, agents, partners, associates, and family members of the persons listed above.

#### **H) BREACH OF CONTRACT**

Except as otherwise disclosed in an exhibit to the bidder's Proposal, the bidder certifies that it is not in material default or breach of any contract or agreement that it may have with the State of Michigan or any of its departments, commissions, boards or agencies, or any other public body in the State of Michigan. Further, the bidder represents and warrants that it has not been a party to any contract with the State of Michigan or any public body that was terminated within the previous five (5) years because the bidder failed to perform or otherwise breached an obligation of such contract.

#### **I) DISCLOSURE OF LITIGATION**

Except as otherwise disclosed in an exhibit to the bidder's Proposal, the bidder certifies that there is no criminal litigation, investigations or proceedings involving the bidder (and each subcontractor, if subcontractors will be used to provide the goods/services requested under this RFP) or any of the bidder's officers or directors or any litigation or proceedings under the Sarbanes-Oxley Act. In addition, bidders must disclose in the exhibit requested under this Section III(I) of the RFP, any civil litigation, arbitration or proceeding to which the bidder (or, to the extent the bidder is aware after reasonable inquiry, any subcontractor) is a party and which involves: (1) disputes that might reasonably be expected to adversely affect the viability or financial stability of the bidder (or subcontractor); or (2) a claim or written allegation of fraud or breach of contract against the bidder (or, to the extent the bidder is aware, subcontractor), by a governmental or public entity arising out of their business dealings with governmental or public entities. Details of any settlements which the bidder is prevented from disclosing under the terms of the settlement



may be annotated as such. Bidders must also disclose any investigations by the Internal Revenue Service or any other federal or state taxing body or court.

**J) FALSE INFORMATION**

If the MSF determines that a bidder purposefully or willfully submitted false information in response to this RFP, that bidder will not be considered for an award and any resulting Contract that may have been executed may be terminated.

**K) ADDITIONAL DISCLOSURE**

All bidders should be aware that proposals submitted to the MSF in response to this RFP may be subject to disclosure under the provisions of Public Act 442 of 1976, as amended, known as the Freedom of Information Act ("FOIA"). Accordingly, confidential information should be excluded from bidders' Proposals. Bidders, however, are encouraged to provide sufficient information to enable the MSF to determine the bidder's qualifications and to understand or identify areas where confidential information exists and could be provided. The FOIA also provides for the complete disclosure of the Contract and any attachments or exhibits thereto.

**L) PRICES HELD FIRM**

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in the bidder's Price Proposal will be firm for the duration of the Contract. No price changes will be permitted.

**M) BEST AND FINAL OFFER**

At any time during the evaluation process, the JEC may request a Best and Final Offer ("BAFO") from any bidder. This will be the final opportunity for a bidder to provide a revised Proposal. The scope of the changes allowed in the BAFO will be published as part of the issuance of the BAFO request.

**Bidders are cautioned to propose the best possible offer at the outset of the process, as there is no guarantee that any bidder will be allowed an opportunity to engage in pricing negotiations or requested to submit a BAFO.**

**N) CLARIFICATION/CHANGES IN THE RFP**

Changes made to the RFP as the result of responses made to qualifying questions or concerns will be posted on <https://www.michiganbusiness.org/00430699>. Bidders are encouraged to regularly check this site for changes or other information related to the RFP.

**O) ELECTRONIC BID RECEIPT**

ELECTRONIC VERSIONS OF THE PROPOSAL MUST BE RECEIVED AND TIME-STAMPED BY THE MSF TO [medcprocurementteam@michigan.org](mailto:medcprocurementteam@michigan.org), ON OR BEFORE **3:00 p.m. on February 14, 2025**. BIDDERS ARE RESPONSIBLE FOR TIMELY SUBMISSION OF THEIR PROPOSAL. THE MSF HAS NO OBLIGATION TO CONSIDER ANY PROPOSAL THAT IS NOT RECEIVED BY THE APPOINTED TIME.

**P) RESERVATION OF MSF DISCRETION**

Notwithstanding any other statement in this RFP, the MSF reserves the right to:

- 1) reject any and all proposals;
- 2) waive any errors or irregularities in the bidding process or in any proposal;
- 3) rebid the Project;
- 4) negotiate with any bidder for a reduced price, or for an increased price to include any alternates that the bidder may propose;
- 5) reduce the scope of the Project, and rebid or negotiate with any bidder regarding the revised Project; or
- 6) defer or abandon the Project.

The MSF's decision is final and not subject to appeal. Any attempt by a bidder, collaborating entity, or other party of interest to the Project to influence the award process, to appeal, and/or take any action, including, but not limited to, legal action, regarding the proposal or awards process in general may result in the bidder's disqualification and elimination from the award process.

**Q) JURISDICTION**

Any legal action arising from or concerning this RFP shall be brought in the Michigan Court of Claims or, as appropriate, the Ingham County Circuit Court in Ingham County, Michigan. Nothing in this RFP shall be construed to limit the rights and remedies of the MSF that are otherwise available.

**R) ADDITIONAL CERTIFICATION**

Pursuant to Public Act 517 of 2012, an Iran linked business is not eligible to submit a bid on a request for proposal, with a public entity.

Bidders must include the following certification in their Technical Proposal:

“Bidder certifies that it is not an Iran-linked business as defined in MCL 129.312.”

Failure to submit this certification will result in disqualification from consideration.

**SECTION IV  
CONTRACTUAL TERMS AND CONDITIONS**

**A) CONTRACT TERMS AND CONDITIONS**

- 1) The Contract – The proposal selected will be subject to the terms and conditions of the MSF’s Professional Services Contract in substantially the same form as attached to this RFP as Attachment A. The MSF reserve the right to modify any provisions of the Contract.
- 2) Term of Work – It is estimated that the activities in the proposed Contract will cover the period April 15, 2025 through March 31, 2026 (the “Term”). The MSF, in its sole discretion, may extend the Term and allocate additional resources, subject to available funding.
- 3) Modification of Service – The MSF reserves the right to modify the requested services during the course of the Contract. Such modifications must be made in writing and may include the addition or deletion of tasks or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the requested changes are subject to acceptance by the MSF. Changes may be increases or decreases.

In the event changes are not acceptable to the MSF, the Contract shall be subject to competitive bidding based upon the new specifications.

- 4) Subcontracting – The MSF reserves the right to approve any subcontractors for the Contract and to require the Contractor to replace subcontractors that the MSF finds to be unacceptable.
- 5) Award of Contract – The MSF reserves the right to award all or any part of this RFP and, based on what is in the best interest of the MSF; the MSF will award the Contract considering price, value and quality of the bids.

**B) CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities offered in this RFP whether or not the Contractor performs them. Further, the MSF will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

**C) ACCEPTANCE OF PROPOSAL CONTENT**

If awarded a Contract, the contents of this RFP will become contractual obligations. The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

- 1) This RFP (including subsequent written clarification provided in response to questions raised by email) and any Addenda thereto; and
- 2) Final executed Contract.

In the event of any discrepancies between the above documents, the final executed Contract shall control. Failure of the Best Value Awardee to accept these obligations may result in cancellation of the award.

**D) PROJECT CONTROL AND REPORTS**

1) Project Control

- a) The Contractor will carry out the Project under the direction and control of the SHPO.
- b) The MSF will appoint a contract manager for this Project. Although there will be continuous liaison with the Contractor team, the contract manager will meet with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.
- c) The Contractor will submit quarterly progress reports using the form provided by the SHPO. Quarterly progress reports shall be due by January 15th, April 15th, July 15th and October 15th of each year until the End Date. The quarterly progress reports outline (1) the work accomplished, (2) the work to be accomplished during the subsequent reporting period; (3) any problems, real or anticipated, should be brought to the attention of the contract manager and (4) notification of any significant deviation from previously agreed upon Work Plan.
- d) Within fourteen (14) calendar days of the execution of the Contract, the Contractor will submit the Work Plan to the contract manager for final approval. The Work Plan must be in agreement with Section I(D) of this RFP as proposed by the Contractor, approved by the SHPO and accepted by the MSF for contract, and must include the following:
  - (i) The organizational structure of the Contractor's proposed Project including a research methodology and preliminary bibliography.
  - (ii) The Contractor's staffing table with names and titles of personnel assigned to the Project, and personnel meeting the Professional Qualifications. This must be in agreement with staffing listed in the accepted Proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the MSF.
  - (iii) The Project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
  - (iv) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the Work Plan.

**ATTACHMENT A**

**PROFESSIONAL SERVICES CONTRACT**  
**TERMS AND CONDITIONS**

The Michigan Strategic Fund (the "MSF") enters into a binding agreement for professional services (the "Agreement") with CONTRACTOR (the "Contractor"). The MSF and the Contractor shall sometimes be referred in this Agreement individually as a "Party" or collectively as "Parties."

**Contractor:**           Name  
                                  Address  
                                  Address

**I. NATURE OF SERVICES**

[to be compiled from the RFP]

**II. PERFORMANCE SCHEDULE**

Starting Date: MONTH XX, 20XX

Ending Date: MONTH XX, 20XX

The term of this Agreement (the "Term") shall begin on the Starting Date and end on the Ending Date, unless terminated earlier, as permitted under Section V(J) of this Agreement.

**III. COMPENSATION INFORMATION**

- A) The MSF agrees to pay the Contractor an amount not to exceed XXX Dollars (\$XXX) during the Term. An initial payment in the amount of XXX Dollars (\$XXX) shall be made by the \*\*\* to the Contractor within thirty (30) days of the execution of this Agreement by both Parties (the "Initial Payment"). This amount includes all embedded expenses.
- B) Payment under this Agreement shall be made by the MSF to the Contractor upon receipt and approval by the SHPO Contract Manager, as identified in Section IV below, of the Contractor's billing statement(s) stating that the work for which payment is requested has been appropriately performed. The Contractor shall provide its billing statement(s) to the SHPO Contract Manager on a monthly basis or at the SHPO Contract Manager's direction. The SHPO Contract Manager shall provide the Contractor with appropriate submission instructions of the Contractor's billing statement(s).
- C) All billing statement(s) must reflect actual work done. Billings statements must identify the work completed in relation to the deliverables identified in Exhibit A.
- D) Public Act 533 of 2004 requires that payments under this Agreement be processed by electronic funds transfer (EFT). The Contractor is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website ([www.michigan.gov/VSSLogin](http://www.michigan.gov/VSSLogin)).
- E) Changes in the budget will be allowed only upon prior review and written approval by the SHPO Contract Manager.

- F) Contractor's billing statement(s) may be subject to a final audit by the SHPO Contract Manager and the SHPO Project Manager prior to the release of final payment to ensure that all contract requirements have been met.

#### **IV. MSF CONTRACT MANAGER**

The SHPO is responsible for the administration of this Agreement on behalf of the MSF. The Contractor should communicate with the following SHPO representatives or designees regarding this Agreement:

Alan Higgins (the "SHPO Contract Manager")  
Grants Manager/Budget Specialist  
State Historic Preservation Office  
300 North Washington Square  
Lansing, Michigan 48913  
HigginsS3@michigan.gov

Martha MacFarlane-Faes (the "SHPO Project Manager")  
State Historic Preservation Office  
300 North Washington Square  
Lansing, Michigan 48913  
FaesM@michigan.gov

#### **V. TERMS AND CONDITIONS**

##### **A) Contractor Duties**

The Contractor agrees to undertake, perform, and complete the services described in Exhibit A, which is incorporated herein by reference. In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.

##### **B) Independent Contractor**

The Contractor will act as an independent contractor under this Agreement, and neither the Contractor nor any employee or agent or contract personnel of the Contractor is, or shall be deemed to be, an employee of the MSF due to this Agreement and the relationship between the Contractor and the MSF. In its capacity as an independent contractor, the Contractor agrees to and represents the following:

- 1) The Contractor will provide the services under this Agreement free from the direction or control of the MSF as to means, manners, and methods of performance;
- 2) The Contractor has the right, and does fully intend, to perform services for third parties during the Term;
- 3) The Contractor acknowledges that any work product developed by the Contractor in performance of this Agreement shall be the sole property of the MSF and the

MSF shall have the right to copyright or otherwise protect its rights in and ownership of the work product;

- 4) The services required by this Agreement shall be performed by the Contractor, or the Contractor's employees or contract personnel, and the MSF shall not hire, supervise, or pay any assistants to help the Contractor;
- 5) Neither the Contractor nor the Contractor's employees or contract personnel shall receive any training from the MSF in the professional skills necessary to perform the services required by this Agreement;
- 6) Neither the Contractor nor the Contractor's employees or contract personnel shall be required by the MSF to devote full time to the performance of the services required by this Agreement; and
- 7) The Contractor does not receive the majority of its annual compensation from the MSF.

The Parties acknowledge and agree that the MSF is entering into this Agreement with reliance on the representations made by the Contractor relative to its independent contractor status.

C) **Permits and Licenses**

The Contractor declares that the Contractor has complied with all federal, state and local laws requiring any business permits, certificates or licenses required to carry out the services to be performed under this Agreement, and the Contractor will maintain those permits, certificates, and/or licenses throughout the Term.

D) **Materials**

The Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

E) **State and Federal Taxes**

The MSF will not:

- 1) Withhold FICA (Social Security and Medicare taxes) from the Contractor's payments or make FICA payments on the Contractor's behalf; or
- 2) Make state or federal unemployment compensation contributions on the Contractor's behalf, or withhold state, federal, or local income tax from the Contractor's payments.

The Contractor shall pay all taxes incurred while performing services under this Agreement, including, but not limited to, all applicable income taxes. If requested by the MSF, the Contractor shall provide proof that such payments have been made.

F) **Fringe Benefits**

The Contractor understands that neither the Contractor nor the Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the MSF.

**G) Workers' Compensation**

The MSF shall not obtain workers' compensation insurance on behalf of the Contractor or the Contractor's employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor shall cover those employees with workers' compensation insurance and shall maintain such insurance during the Term. The MSF may, in its discretion, require the Contractor to provide evidence of such coverage.

**H) Unemployment Compensation**

The MSF shall make no state or federal unemployment compensation payments on behalf of the Contractor or the Contractor's employees or personnel. The Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If the Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by the Contractor shall be deducted from and be an offset against the amount of compensation due and payable to the Contractor by the MSF under this Agreement.

**I) Access to Records**

During the Term, and for seven (7) years after the End Date, the Contractor shall maintain reasonable records, including evidence that the requested services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MSF or their authorized representative at any time during this period.

**J) Termination**

Either Party may terminate its obligations under this Agreement by giving the other Party thirty (30) calendar days prior written notice of such termination.

The MSF may immediately terminate this Agreement upon written notice to the Contractor if the Contractor materially breaches its obligations under this Agreement or engages in any conduct which the MSF, in its sole discretion, determines has or could have an adverse impact on the State of Michigan's (the "State") or the MSF's reputation or interests. In addition, the MSF may immediately terminate this Agreement upon written notice to the Contractor, without further liability to the MSF or the State, its departments, agencies, and employees, if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense relating to a State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State employees; convicted under state or federal antitrust statutes; or convicted of any



other criminal offense that, in the sole discretion of the MSF, reflects on the Contractor's business integrity.

The Contractor acknowledges that the MSF's performance of its payment obligation is dependent upon the continued approval of funding and/or the MSF's continued receipt of State funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, including the MSF:

- (i) takes any action which fails to provide, terminates or reduces the funding that is related to the source of funding for this Agreement; or
- (ii) takes any action that is unrelated to the source of funding for this Agreement, but affects the MSF's ability to perform obligations under this Agreement, the MSF may terminate this Agreement by providing thirty (30) calendar days notice prior to the effective date of cancellation. In the event, however, that the action of the State Legislature, the State or the MSF results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of notice to the Contractor. In the event of immediate termination of funding, the MSF will make payment through the effective date of termination for any undisputed services rendered and expenses incurred.

The MSF shall have no obligation to the Contractor for any fees or other payments incurred in connection with this Agreement after the effective date of termination. Upon termination, all work product prepared or produced by the Contractor pursuant to this Agreement shall be immediately delivered to the MSF. Payment for any undisputed services rendered and expenses incurred through the effective date of termination will then promptly be made by the MSF. Any Initial Payment made to the Contractor is subject to reimbursement in an amount determined by the SHPO Contract Manager in the event the Contractor terminates the Agreement prior to the Ending Date.

**K) MSF Employees**

The Contractor will not hire any employee of the MSF to perform any services covered by this Agreement without prior written approval from the President of the MSF.

**L) Confidential Information**

Except as required by law, the Contractor shall not use or disclose, either before, during or after the Term, any proprietary or confidential information, including, but not limited to, applications, business bids, business plans, economic development analyses, computer programs, databases and all materials furnished to the Contractor by the MSF (collectively, "Confidential Information") without the prior written consent of the MSF, except to the extent necessary to perform services on the MSF's behalf. Confidential Information does not include:

- (i) information obtained by the Contractor from third party sources;
- (ii) that is already in the possession of, or is independently developed by, the Contractor;
- (iii) that becomes publicly available other than through breach of this subsection; or

- (iv) is released with the prior written consent of the governmental entity or entities that provided the Confidential Information to the Contractor.

The Contractor acknowledges that all information provided by the MSF in connection with the Contractor's duties under this Agreement shall be treated as Confidential Information unless otherwise stated in this subsection.

**M) Conflict of Interest**

Except as has been disclosed to the MSF, the Contractor affirms that neither the Contractor nor its affiliates or their employees has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with the Contractor's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement. Generally speaking, this conflict of interest policy applies to any person who is paid in full or in part with Historic Preservation Fund ("HPF") or matching share monies, or who donates time or provides in-kind services to the HPF program. For purposes of the policy, "person" is defined as and means: the State Historic Preservation Officer; staff member of the State Historic Preservation Office ("SHPO"), including persons authorized to represent the SHPO or to perform in any official capacity for the SHPO; subgrantees and contractors paid in whole or part by HPF funds or whose time or salaries are used as allowable matching share; members of the State Historic Preservation Review Board and the Michigan Historical Commission; Certified Local Government Historic District Commission members, agents and staff; and the employees, agents, partners, associates, and family members of the persons listed above.

The Contractor further affirms that neither the Contractor nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or its affiliates or either's employees on behalf of the MSF would be influenced. The Contractor shall not attempt to influence any MSF employee by the direct or indirect offer of anything of value. The Contractor also affirms that neither the Contractor nor its affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or its affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of a change in either the interests or services under this Agreement, the Contractor will inform the MSF regarding possible conflicts of interest that may arise as a result of such change. The Contractor agrees that conflicts of interest shall be resolved to the MSF's satisfaction or the MSF may terminate this Agreement. As used in this subsection, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State.

**N) Representations of Contractor**

The Contractor affirms to the best of its knowledge that it or its owners:

- 1) do not have any criminal convictions;

- 2) are not subjects of any pending criminal investigation;
- 3) are not subjects of any past, present or pending investigations by the Internal Revenue Service or any other federal, state, local taxing authority, or court;
- 4) are not subjects of any past, pending or present litigation regarding its conduct; and
- 5) are not in material default or breach of any contract or agreement that it may have with the State, the MSF or any other public body.

The Contractor further represents and warrants that it has not been a party to any contract with the State, the MSF or other public body that was terminated within the previous five (5) years due to the Contractor's failure to perform or otherwise breached an obligation of such contract.

**O) State of Michigan Competitors**

Any information or knowledge the Contractor gains during the course of this Agreement concerning the economic development efforts of the State, the MSF or the business conditions or business community in the State shall not be disclosed to any public or private party, sovereign authority or foreign government, during the Term and for a period of two (2) years after the later of the End Date, the effective date of termination of this Agreement or so long as any information remains confidential pursuant to any contract, law, treaty, resolution or other enforceable promise.

**P) Irreparable Injury**

The Contractor acknowledges that if it breaches any of its obligations under subsections L or O, it will cause damages of an irreparable and continuing nature to the MSF, for which money damages alone will not provide adequate relief. Therefore, in addition to all appropriate monetary damages, the MSF is entitled to obtain injunctive relief, including, but not limited to, a temporary restraining order to prohibit the Contractor's continuing breach. The MSF shall have the right to obtain such relief without having to post any bond or other surety.

**Q) Indemnification and Contractor Liability Insurance**

The Contractor shall indemnify, defend, and hold harmless the MSF, its Board and its employees (the "Indemnified Parties") from any and all liability arising out of or in any way related to the Contractor's performance under this Agreement, including any liability resulting from any acts of the Contractor's employees or agents.

The Contractor shall purchase and maintain such insurance to protect the Indemnified Parties from claims that might arise out of or as a result of the Contractor's operations. The Contractor will provide and maintain its own errors and omissions liability insurance for the Contractor's indemnification obligation under this Agreement. The insurance shall be written for not less than One Million Dollars (\$1,000,000) of coverage, but the Contractor's indemnification obligation is not limited to this amount.

**R) Total Agreement**

This Agreement, together with Exhibit A, and the RFP contains the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by written agreement signed by the Parties.

S) **Assignment/Transfer/Subcontracting**

The Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MSF. The Contractor agrees that any of the Contractor's future successors or subcontractors will be bound by the provisions of this Agreement, unless the MSF otherwise agrees in a specific written consent. The MSF reserves the right to approve subcontractors for this Agreement and to require the Contractor to replace subcontractors who are found to be unacceptable to the MSF.

T) **Non-Discrimination and Unfair Labor Practices**

In connection with this Agreement, the Contractor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions, privileges of employment, or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, gender, height, weight, marital status, or physical or mental disability unrelated to the individual's ability to perform the duties of a particular job or position. The Contractor further agrees that every subcontract entered into in connection with this Agreement will contain a provision requiring nondiscrimination in employment, as required in this Agreement, binding upon each subcontractor.

Pursuant to 1980 PA 278, State Contracts with Certain Employees Prohibited Act (the "Act"), MCL 423.321 *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled by the United States National Labor Relations Board. The Contractor, in relation to this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears on this register. Pursuant to section 4 of the Act, the MSF may void this Agreement if, after the Starting Date, the name of the Contractor as an employer or the name of the subcontractor, manufacturer or supplier of the Contractor appears on the register.

A breach of this subsection constitutes a material breach of this Agreement.

U) **Jurisdiction**

The laws of the State shall govern this Agreement. The Parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. By signing this

Agreement, the Contractor acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Contractor resides, in or outside of the United States.

V) **Compliance with Laws**

The Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the services under this Agreement.

W) **No Partnership or Agency Relationship**

This Agreement does not create a partnership relationship. Further, neither the Contractor nor the Contractor's employees or other representatives shall hold themselves out to third parties as an agent or representative of the State or the MSF nor shall they have any authority to take any action or enter into any agreement on behalf of the State or the MSF.

X) **No Third Party Beneficiaries**

There are no expressed or implied third party beneficiaries to this Agreement.

Y) **Counterparts**

This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

Z) **Reimbursement**

If this Agreement is terminated as a result of the misuse of funds as reasonably determined by the MSF, the MSF shall have no further obligation to make any payments to the Contractor. Furthermore, the Contractor shall reimburse the MSF for payments which were expended for purposes other than those described in this Agreement, as well as any funds that were previously disbursed under this Agreement but not yet expended by the Contractor.

AA) **Severability**

All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this Section V(AA) should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality or unenforceability.

**BB) Publicity**

At the request and expense of the MSF, the Contractor will cooperate with the MSF to promote the Scope of Work through one or more of the following: the placement of a sign, plaque, media coverage or other public presentation in the Historic District or at another location acceptable to the Parties.

**CC) Survival**

The terms and conditions of sections III, V(B), V(E), V(F), V(G), V(H), V(I), V(L), V(O), V(P), V(Q), V(S), V(U), V(W), V(X), V(Z) and V(AA) shall survive termination of this Agreement.

The signatories below warrant that they are empowered to enter into this Agreement.

**CONTRACTOR ACCEPTANCE:**

CONTRACTOR

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Authorized Signer  
Its: Title

State Historic Preservation Office

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Ryan M. Schumaker  
Its: State Historic Preservation Officer

**ATTACHMENT B**

**INDEPENDENT PRICE DETERMINATION AND  
PRICES HELD FIRM CERTIFICATION**

**INDEPENDENT PRICE DETERMINATION**

By submission of a proposal, the bidder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this Proposal:

1. The prices in the Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to award directly or indirectly to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the Proposal certifies that she/he:

- A) Is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered in the Proposal and has not participated (and will not participate) in any action contrary to 1, 2, and 3 above; or
- B) Is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered in the Proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 1, 2, and 3 above.

A Proposal will not be considered for award if this Attachment B has been altered so as to delete or modify Certification 1 or 3. If Certification 2 has been modified or deleted, the Proposal will not be considered for award unless the bidder provides, with this Attachment B, a signed statement which sets forth, in detail, the circumstances of the disclosure and the MSF determines that such disclosure was not made for the purpose of restricting competition.

**PRICES HELD FIRM**

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in bidder's Price Proposal will be firm for the duration of the Contract. No price changes will be permitted.

Signed \_\_\_\_\_

Date \_\_\_\_\_