



Michigan State Building Authority

Lewis Cass Building
320 S. Walnut Street, 2nd Floor
Lansing, MI 48933 (517) 373-3806

June 1, 2009

Request for Quotation

The State Building Authority is seeking title services for upcoming State Building Authority Projects. With each project, the State Building Authority will be requesting a title search analysis and application of title insurance necessary at the time of project bonding. Subject to bonding, the ownership of each project will be subsequently transferred to the State Building Authority. The Authority would like to engage in a three-year contract with those it selects for title services. More than one company may be selected, therefore, the total number of projects actually completed and needing title work cannot be guaranteed.

The main purpose of the Authority as created by PA 183 of 1964, as amended, is to finance the acquisition of equipment and the acquisition and construction of facilities for the use of the State of Michigan (the "State"). To date, the Authority has issued over \$3 billion in bonds for such purpose.

A selection committee will be established to review and evaluate all candidates and proposals. Selection will be based primarily upon the firm's relevant experience, knowledge of the Authority's financing requirements, and the experience and expertise of the individuals who will be primarily responsible for providing the services in their specific roles. The selection committee will also evaluate the firm's degree of critical understanding of the Authority's operating environment and goals, and its ability to serve the needs of the Authority in general. All members of the selected firm(s) who will provide services to the Authority must be certified/licensed in Michigan and must have offices in Michigan.

The appointment of a title company will be made by the Authority based on recommendations by the selection committee after it has evaluated qualifications and fee proposals.

Proposals must be structured to answer the questions contained in the enclosed Request for Quotation (RFQ). Please limit your response to ten (10) pages (single side), excluding any requested appendices. Responses should be on 8 ½ x 11 paper with 10-point font or larger and should contain 1" margins. Responses by facsimile or other electronic means will not be reviewed. If your firm is interested in being considered for service to the Authority, please submit three (3) copies of your response to the enclosed RFQ no later than 3 p.m. June 22, 2009 to:

Deborah M. Roberts
State Building Authority
Lewis Cass Bldg, Second Floor
320 S. Walnut
Lansing, MI 48933

Questions regarding submissions of your proposal should be made to the undersigned at (517)
373-3806.

Sincerely,

Deborah M. Roberts
Executive Director
State Building Authority

Enclosure

MICHIGAN STATE BUILDING AUTHORITY
STATE OF MICHIGAN

REQUEST FOR QUOTATION (RFQ) FOR TITLE SERVICES

The following information must be included in your proposal to be considered a candidate:

1. Ability to complete title work. The assignment of projects varies depending on completion of construction projects. Therefore, project assignments tend to group together. You will need to describe how you and your organization will be able to handle an irregular flow of work.
2. Average length of time to complete title work once officially assigned.
3. Fee per project (may be presented in table format).
4. Experience in performing title work for governmental bonded projects.
5. A copy of your current State certification/license.
6. Identification of your professional designation(s).
7. Acceptance of attached sample letter of agreement as written.

SAMPLE

Date

Name of Title Company
Address

Dear _____:

This letter of agreement is entered into between the Michigan State Building Authority (SBA) and _____ (Title Company) for professional services as assigned by the State Building Authority. Please sign the original and two copies and return them to this office for execution of the agreement by SBA. Title services should not commence until this agreement is fully executed and one fully executed copy is returned to you.

All assignments of projects will come in writing from our real estate attorney with Dickinson Wright PLLC. The request will contain information on the project, location and a local contact person. The Title Company will consider specific issues as related in each work assignment, including but not limited to utilities, access, easements, personal property, etc. Each request will set forth the deadline for the assignment.

The Title Company shall be paid based on the following scale: _____ for each title work assignment. The total amount paid will be subject to the number of project assignments made by the State Building Authority (through Dickinson Wright PLLC), and satisfactorily completed by the Title Company.

It is understood that the time within which the work is to be performed is of primary importance and of the essence of this assignment. The Title Company will proceed with the work hereunder and will furnish and deliver the title work fees and insurance quotes to the State as soon as completed, but not later than the deadline set forth by the State Building Authority (which is normally at least thirty days).

In the event the Title Company is unable to complete the services within the time period specified above for reasons unacceptable to the SBA, SBA shall, without necessity of notice, terminate services of the Title Company without incurring any liability for payment for title work submitted after the due date, or shall deduct as a penalty a sum of money equal to one-half of one percent (1/2 of 1%) per calendar day of the total fee until the services are fully completed and furnished to the State Building Authority.

Upon receipt of a written request from the Title Company, an extension of time may be granted by the SBA in writing. In the event the Title Company has not received from the SBA (through Dickinson Wright PLLC) proper information needed to complete the services, or in the event other extenuating circumstances occur, the time may be similarly extended by the SBA. Any liquidated damages assessed under this agreement may be withheld from any money payable to the Title Company under this agreement. Additionally, SBA may pursue legal remedies to recover any unpaid liquidated damages.

SBA may give the Title Company written notice to stop the delivery of services if: (a) the progress or quality of the Title Company's work is unsatisfactory to the SBA, or (b) the SBA plans are changed so that the work is no longer needed. The State Building Authority will not pay for any work performed after the written notice is given to the Title Company. However, the Title Company will be compensated for satisfactory work actually performed to date computed on the basis of the Title Company's written fee estimate. In no event shall the Title Company be compensated in excess of the amount that would have been paid had the title services been completed.

The Title Company shall not assign this agreement, either in whole or in part, or the right to receive money due under this agreement, to any title company nor any other party not named on the agreement without the prior written consent of the SBA.

All documentation or records created of the work performed or partially performed by the Title Company shall be the property of the State Building Authority and shall be delivered to the State Building Authority upon request. Title Company agrees to adopt standard accounting practices and maintain appropriate accounting records and to permit SBA to inspect these records at any reasonable time.

Title Company agrees that reports and conclusions are for the confidential information of the State Building Authority and that conclusions will not be disclosed, in whole or in part, to any persons whatsoever, other than to submit a written report to the State Building Authority, and will only discuss the same with it or its authorized representatives.

Title Company acknowledges that reports may be reviewed by another title company and agrees to cooperate in that review.

In the event a revision of the work is necessary through Title Company's error or oversight, the revision shall be submitted at the State Building Authority's request at no additional cost to the SBA. If revisions become necessary because of revised plans or additional requirements on the part of the State Building Authority, it shall be done by written amendment to this agreement.

Title Company shall purchase and maintain such insurance as will protect the Title Company from claims which may arise out of or result from Title Company's operations under this agreement, whether such operations by the Title Company or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. In addition to protection afforded by any policy of insurance, the Title Company agrees to indemnify and save harmless the State of Michigan, the Department of Management and Budget, the State Building Authority and all officers, agents and employees thereof from (a) any and all claims by persons, firms, or corporations for work or services provided for or by the Title Company in connection with services which the Title Company shall perform under the terms of this agreement; and (b) any and all claims for injuries to, or death of, any and all persons, and for loss of or damage to property, except claims resulting from the sole negligence or willful acts of omissions of the indemnity, its agents or employees.

In performance of this agreement, Title Company agrees not to discriminate against any employee or applicant for employment, or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Title Company further agrees that every

subcontract entered into for performance of this agreement will contain a provision requiring nondiscrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act, 1976, PA 452, as amended, MCL 37.1101 et seq, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL37.1101 et seq, and all other federal, state and local fair employment practices and equal opportunity laws and covenants; and any breach would be regarded as a material breach of this agreement.

As an inducement to the execution of this agreement by SBA, the Title Company represents and agrees that the Title Company has not employed any person to solicit or procure this agreement, and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this agreement; and that the Title Company has not now, and will not acquire, any interest (including that of real estate agent or broker), direct or indirect, present or prospective, and has not employed and will not employ, in connection with work to be performed under this agreement, any person having any such interest during the term of the agreement either directly or indirectly.

The parties agree that the Title Company and any agents and employees of Title Company, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of Michigan.

It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made by written amendment and signed by the parties to this agreement.

Payment of the title work service fees and insurance shall be made after the State has completed bonding the applicable projects.

This agreement is governed by the laws of the State of Michigan.

Accepted and Agreed to by:

(Name of Title Company)

By: _____
(Title Company's Name) Date

Its: _____
Accepted and Agreed to by:

State of Michigan
Department of Management and Budget

Deborah M. Roberts Date
Executive Director
State Building Authority