



Michigan State Housing
Development Authority

DATE OF ISSUE: May 25, 2007

To: Potential Providers of Services

RE: Request for Proposals for **Landscape Architect** Review Contractors

I. Services Sought by Authority:

The Michigan State Housing Development Authority ("Authority") is seeking an individual or firm that is authorized to do business in Michigan to provide landscape architectural review of construction documents for new and preservation housing developments. A detailed description of the work is described in the Scope of Work, which is attached as Exhibit A to this Request for Proposals.

II. Required Qualifications:

Landscape Architect Reviewers must be licensed landscape architects in the State of Michigan.

The Authority has identified the following qualifications that it believes are necessary for the successful performance and completion of the services described in the Scope of Work. The prospective contractor ("Prospective Contractor") must:

- A. Have experience providing the services described in the Scope of Work or similar services.
- B. Assign experienced personnel to perform the services or have personnel supervised by experienced staff.
- C. Be a Michigan entity (sole proprietor, professional corporation, limited partnership, limited liability company) that is authorized to do business in the State of Michigan. The Prospective Contractor will be required to submit: A Certificate of Status issued by the Corporations and Securities Bureau of the Michigan Department of Labor & Economic Growth.
- D. Have an office in the State of Michigan.
- E. Have phone, Internet, and e-mail access. Internet and e-mail access must be adequate enough to allow Prospective Contractor to download and upload data and files and receive files and attachments from Authority staff.
- F. Agree to maintain and provide evidence, satisfactory to the Authority, of the following insurance coverage prior to the execution of the contract with the Authority
 1. Errors and Omissions Insurance for \$1,000,000 for each occurrence and \$1,000,000 annual aggregate.
 2. Worker's Compensation Insurance (if required under state law).
- G. Agree to execute a contract acceptable to the Director of Legal Affairs. For purposes of illustration only, a form of the contract that has been used to provide similar services is attached.

III. Submitting Proposal:

Firms wishing to submit proposals must submit one (1) original proposal to provide the services described in Exhibit A (Scope of Work). Submitted proposals must respond to and address the questions listed in Exhibit B (Proposal Instructions and Selection Criteria).

The due date for the Authority's receipt of the proposals responding to this Request for Proposal ("RFP") is June 11, 2007 at 4 p.m.

The Authority shall not be liable for any costs that a firm or individual may incur while preparing a proposal. The Authority shall not be liable for any costs that a firm or individual may incur prior to the complete execution of a contract. If the Authority enters into a contract, the Authority's consideration (payment) shall be limited to the terms of the contract.

IV. Contractor Selection:

Any selected proposal is subject to the (1) processing of required forms by Civil Service, (2) the approval on a contract by the Authority's Board and (3) the execution of a contract by an authorized Authority signatory.

Any selected proposal by the Authority may be canceled prior to the complete execution of a contract.

V. Communications with Authority Staff Prior to Selection of Proposal:

Any questions, raised by Providers concerning the RFP may be submitted, in writing, via mail, email or fax, using the subject line to the attention of:

Maryanne Vukonich, Chief Architect
Michigan State Housing Development Authority
735 East Michigan Ave.
P.O. Box 30044
Lansing, Michigan 48909
Email: VukonichM@michigan.gov
Fax: (517) 373-9478

To ensure a fair and impartial process, Authority staff will not address non-written questions concerning the RFP. Phone calls involving the RFP or related questions will not be accepted. Firms submitting bids shall not contact any Authority staff or Board members except Maryanne Vukonich—all communications with Maryanne Vukonich must be received in writing by May 29, 2007.

MSHDA will answer timely received, appropriate questions (e.g., information not covered/answered in the RFP, interpretation issues, etc.) by email to all Providers on or before June 1, 2007. MSHDA will hold no other question sessions or conferences.

If, prior to the proposal deadline, the Authority deems it necessary to provide additional clarifying information, or to revise any part of the RFP, supplement or revisions will be provided to all recipients of the RFP who have indicated they will submit a proposal. Proposals will then be evaluated based on the terms and conditions of the RFP, any supplements or revisions thereof, and the answers to any written questions.

V. Selection of Proposal:

The Authority's Office of Design and Construction will select the proposal based on Selection Criteria, which is set forth in Exhibit B (Proposal Instruction and Selection Criteria).

VI. Processing Required Forms & Contract Execution:

The Authority's Board must approve the proposed contract if the contract amount equals or exceeds \$25,000. Thereafter, the Authority will submit required forms for processing to Civil Service. Upon the completion of processing by Civil Service, a contract will be forwarded to the firm ("Selected Firm") that submitted the selected proposal with instructions to execute and return three copies. Upon receiving the executed copies, the Office of Legal Affairs will submit the executed copies to a duly authorized Authority signatory for execution on behalf of the Authority.

VII. Michigan Freedom of Information Act:

Documents submitted to the Authority shall be subject to the Michigan Freedom of Information Act ("FOIA"). In the event a request for submitted documents is made to the Authority, the Authority's FOIA Coordinator will redact or withhold information and/or documents that are exempt from disclosure under FOIA. See *MCL 15.243*. Please note that any requests by non-MSHDA personnel to review proposals will be denied until the deadline for submission of the bids has expired. See *MCL 15.243 (1)(i)*.

DRAFT

CONTRACT NO.

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

^ [TA Consultant Name]

For

^ [Organization Name]

THIS AGREEMENT, made and entered into as of the ^ **day of ^ 2007**, by and between the **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**, a public body corporate and politic, Lansing, Michigan (hereinafter referred to as the "**Authority**") and ^ [TA Consultant Name] (hereinafter referred to as the "**Contractor**").

WITNESSETH THAT:

The Authority and the Contractor do mutually agree as follows:

1. That the Contractor shall, in a satisfactory and proper manner as determined by the Authority (**see attached Exhibit I**).
2. This Agreement shall cover work performed by the Contractor during the period of time ending **June 30, 2010**
3. Contract. Price and Payment.
 - a. The total amount to be paid by the Authority to the Contractor under this Agreement shall not exceed **Forty-nine thousand Nine-hundred and Ninety-nine dollars per year (\$49,999)**.
 - b. Billings for services will be based on an hourly rate not to exceed:
 - **\$100 per hour for Principal, Senior Partner**
 - **\$90 per hour for Project Manager, Associates**
 - **\$65 per hour for Professional Personnel**
 - **\$55 per hour for Arch/Eng Draftsmen/ CAD Technicians**
 - **\$40 per hour for Secretarial Staff**
 - Out-of-pocket expenses to be reimbursed at the regular per diem rate in effect when services are rendered.
 - c. Payment will be made upon presentation of invoices submitted periodically for work performed. Invoices should be submitted to the **Debra Ruelle, Office of Finance** at the Authority and should include the following:
 - (1) Authority's contract number as shown above.
 - (2) Specific service performed and development name and number, if applicable.
 - (3) Amount paid to date on this contract.
 - (4) Number and amount of this invoice.

Final payment shall be made upon the satisfactory completion and submission of all required work and documents.

4. The Contractor shall maintain such personnel records as are deemed necessary by the Authority to assure a proper account for all engagement costs. These records will be made available for audit purposes to the Authority and the Auditor General of the State of Michigan, or any authorized representative, and will be retained for three years after the expiration of the Agreement unless permission to destroy them is granted by both the Authority and the State of Michigan.
5. Nondiscrimination. In accordance with Acts No. 220 and 453 of the Public Acts of 1976, as amended, the Contractor hereby agrees in connection with the performance of services under this Agreement not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or handicap. Breach of this covenant may be regarded as a material breach of this Agreement.
6. In the event the Contractor fails to perform services required under this Agreement or performs services hereunder in an improper manner, the parties hereto agree that the damage that the Authority will sustain as a result thereof will be substantial but will be difficult, if not impossible, to ascertain, and therefore, the parties hereto agree that in the event of the Contractor's failure to perform services required hereunder or the Contractor's performance of services in an improper manner, the Authority shall be entitled to a credit against the Contractor's current unpaid billings for amount previously paid to the Contractor after the Contractor's non-performance of improper performance. For the purposes of the foregoing, the parties hereto agree that the Authority shall have sole discretion in determining the adequacy of the Contractor's performance and the amount of credit to be taken. The damages for the Contractor's inadequate or improper performance, as provided herein, shall not be exclusive but shall be in addition to any other damages, which the Authority may be entitled to for the Contractor's default under this Agreement.
7. The Contractor hereby represents that the personnel it will assign to perform the services under this contract shall possess the requisite education, competence and experience to perform such services. The Contractor further acknowledges and agrees that such personnel may be subject to the evaluation and approval of the Authority, who shall retain the right to determine the sufficiency of the education, competence and experience of the personnel assigned to perform the services identified in the attached exhibit of this contract.
8. **The Contractor agrees not to provide construction documents or similar professional services for developments brought into the Authority for financing while under contract with the Authority to review and approve construction documents.**
9. This Agreement may be terminated with notice at any time by the Executive Director. However, the Contractor shall be compensated hereunder for services satisfactorily performed prior to the date of termination.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the Authority and the Contractor have executed this Agreement as of the date first above written.

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Date: _____ By: _____
Maryanne Vukonich, Chief Architect

Date: _____ By: _____
Michael R. DeVos, Executive Director

Date: _____ By: _____
Contractor of Firm Name

**"THIS MODEL IS A DRAFT AND IS SUBJECT
TO
REVISION IN WHOLE OR IN PART BY THE
AUTHORITY'S OFFICE OF LEGAL AFFAIRS"**