

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSALS

DATE OF ISSUE: **July 23, 2009**

TO: Potential Providers of Services

RE: Request for Proposals for Comprehensive Need Assessment (CNA) for Authority Financed Multifamily Housing Developments.

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 complete Comprehensive Need Assessments (CNA) for MSHDA financed multifamily housing developments. A CNA is a description of the current and future physical and related financial needs of a multifamily development projected over the next 20 years. The current condition and future physical needs are established through a detailed physical inspection of the development. Projected financial needs to maintain the physical condition of the development are established through a detailed analysis of the financial history, current status including escrow balance and funding levels, and future needs based on results of the physical inspection. A detailed description of the work is described in the Scope of Work, which is attached as Exhibit A to this Request for Proposals. This is a three-year agreement for professional services.

II. Required Qualifications:

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. A copy of a previously completed CNA must be included with the proposal.
- B.** Assign experienced and licensed/certified, when appropriate, personnel to perform the services.
- C.** Be a firm that is authorized to do business in the State of Michigan. The Prospective Contractor will be required to submit:

1. A Certificate of Status issued by the Corporations and Securities Bureau of the Michigan Department of Energy, Labor & Economic Growth;
- D.** 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
- E.** Agree to satisfy the following requirements prior to the execution of the contract with the Authority:
1. Indemnify, defend and hold harmless the Authority, its Board, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
 - a. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from (1) the services provided ("Services") or (2) performance of the Services, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Agreement;
 - b. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Agreement;
 - c. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
 - d. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by

anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the Authority;

- e. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.
- f. any action or proceeding threatened or brought against the Authority to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States.

2. Maintain and provide evidence, satisfactory to the Authority, of the following insurance coverage:

- a. Worker's Compensation Insurance (if required under state law). Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable.

F. Agree to execute a contract acceptable to the Director of Legal Affairs. For purposes of illustration only, a draft of the proposed contract is attached.

III. Submitting Proposal:

Firms wishing to submit proposals must submit one (1) original and three (3) copies of a 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 **August 14, 2009 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 term of the contract.

IV. 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 “**RFP for CNA**” to the attention of:

Robert Thompson
MSHDA
735 East Michigan Ave.
PO Box 30044
Lansing, Michigan 48909

E-mail: thompsonr4@michigan.gov
Fax: (517) 373-4627

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 Robert Thompson. All communications with Robert Thompson must be received in writing by August 3, 2009.

MSHDA will answer appropriate questions received in a timely manner (e.g., information not covered/answered in the RFP, interpretation issues, etc.) by email to all Providers on or before August 5, 2009. MSHDA will hold no other question sessions or bidders 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, supplements 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 Asset Management 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 required forms will be submitted to Civil Service for approval, **prior** to Board approval. Contracts that equal or exceed \$25,000 must be Board approved. Thereafter, 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(1)(i)*. 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)(j)*.

CNA RFP - EXHIBIT A

SCOPE OF WORK

I. **Overview:** Comprehensive Need Assessment (CNA) for Authority Financed Multifamily Housing Developments.

The Office of Asset Management of the Michigan State Housing Development Authority ("Authority") is seeking an individual/firm to Michigan to complete Comprehensive Need Assessments (CNA) for MSHDA financed multifamily housing developments.

The Office of Asset Management of the Michigan State Housing Development Authority ("Authority") is seeking an individual/firm that is authorized to do business in Michigan to complete Comprehensive Need Assessments (CNA) for MSHDA financed multifamily housing developments. A CNA is a description of the current and future physical and financial needs of a multifamily development projected over the next 20 years. The current condition and future physical needs are established through a detailed physical inspection of the development. Projected financial needs to maintain the physical condition of the development are established through a detailed analysis of the financial history, current status including escrow balance and funding levels, and future needs based on results of the physical inspection.

At developments where the existing CNA is five or more year old or the Authority has specifically requested, the previous CNA must be up dated to reflect current physical conditions and Replaced Reserve (RR) funding. This will include a complete reinspection of the development, analysis of RR funding and recommendations for funding adjustments if necessary.

Preservation CNAs will be completed when specifically requested by the Authority. Additional detail is in Section II B5 below.

The Authority seeks these services to identify the physical needs and resulting needed funding on the Authority's aging portfolio. The services will protect the Authority's mortgage loan interest by assuring adequate funding and completion of physical repairs on multifamily developments which are 8 or more years old. The CNA is used in budget preparation; determining rent increases; prioritizing the use of development reserves which include replacement reserve and surplus cash; planning for future physical and financial needs of the developments. The CNA is used extensively with Preservation proposals.

II. **Objectives, Tasks & Activities, and Deadlines:**

A. Objectives. To successfully perform the services described in Section I above, the contractor ("Contractor") must satisfy the following objectives:

1. Provide detailed physical inspection of development including; site – concrete/asphalt walks, driveways, parking areas and play areas, Site lighting must be reviewed along with plantings, lawn areas, grading for soil erosion and trash dumpster areas. All Interior and exterior building components including common area and unit plumbing, mechanical and electrical systems. At a minimum in multifamily developments, 10% of the units will be individually inspected on developments with 150 or more units and 15% of the units will be inspected on developments with 149 or less units. Each type of unit must be included in the inspection process.

Dimensional data will need to be obtained from plans and/or field measurements to assure proper costing of repairs and/or replacement.

2. Review and analysis of capital expenditures, escrow balances and resulting future financial needs. A detailed analysis of the Replacement Reserve escrow and estimated future needs will be completed for a 20 year term.
3. Provide a preliminary report for each development with detailed narrative presentation, photographs enhanced with graph presentations and spreadsheet format for projected Capital Needs and Replacement Reserve funding of the development. Reports will be developed with the Fannie Mae model for multifamily physical needs assessments or another similar product approved by the Authority.
4. The preliminary report will be reviewed with Authority staff, the management agent, and/or owner. Developments noted to be “troubled” or with otherwise unique conditions may, at the discretion of the Authority, require face-to-face meetings with the contractor. Such meetings will be conducted at the Authority’s Detroit or Lansing office (or other agreeable location) at such time as the Contractor has staff available in the State of Michigan (the “State”). Contractor will have staff available in the State at least once a month for duration of the contract. A final report will then be prepared.

B. Activities/Responsibilities Necessary to Complete Scope of Work.

To achieve the objectives, the contractor ("Contractor") shall perform the following activities/tasks:

1. The Authority will receive five (5) printed and bound copies each of the preliminary and final report. In addition, the Physical Needs Assessment Narrative, FNMA Spreadsheet, Capital Needs Summary, and Replacement Reserve Analysis will be received on CD-rom or electronically using Microsoft Word and Excel format with each report.

2. Contractor will complete 4-5 CNAs each month unless an accelerated or reduced rate as agreed to by both parties. Contractor will be expected to complete 18-50 CNAs each year over a three year period unless otherwise directed by the Authority.
3. Contractor will be responsible for all scheduling, notifying specific developments and Authority staff for completion of CNAs. Unless otherwise acceptable to all parties, at least 30 days advance notice of impending inspections will be provided to the development and Authority. At least 15 calendar days notice will be provided to the development and Authority for specific site inspections date and time.
4. During the three year term of the agreement, the Authority may request priority for approximately 40 developments for completion of a CNA. A priority may be placed resulting from an application for preservation, refinancing, sale, workout, etc. The contractor will make necessary arrangements to complete such CNA as soon as reasonably possible.
5. Developments identified for Preservation will include a special Capitol Needs Analysis and related Replacement Reserve Analysis. These analysis will include a substantial amount of development capitol needs to be completed in year one. Appropriate additions to the narrative section of the CNA will be required to reflect the Preservation proposal.
6. To the extent available, the Authority and/or management agent will provide the Contractor with:
 - A. Development and Management Agent names, addresses, phone numbers and contract persons.
 - B. Access to original plans and specifications.
 - C. Financial information including escrow balances, mortgage amount and term, monthly escrow balances, previous 12-months income and expenses, monthly escrow deposits, mortgage maturity dates, and any other pertinent information requested by the Contractor.
 - D. Access to developments.
 - E. The Contractor shall maintain such personnel records as are deemed necessary by the Authority to assure a proper account for all engagement costs. The 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.
 - F. In accordance with Acts No. 220 and 463 of the Public Acts of 1976, as amended, the contractor hereby agrees in connection with the performance of services not to discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions, or 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.

C. Deadlines for Completing Objectives.

The Contractor shall complete/satisfy the objectives by the following dates:

1. A list of developments will be provided that will indicate which development CNAs will be completed each year by December 31, 2009, 2010, 2011. Developments that have not previously had a CNA will be completed by June 30 of each year.

III. Standards for Performance:

The Contractor shall perform the tasks/activities and complete the objectives in accordance with the following standards.

1. In the event that Contractor fails to perform services required under the Agreement or performs services in an improper manner, the parties agree that the damage the Authority will sustain as a result, will be substantial but will be difficult, if not impossible, to ascertain and the parties agree that in the event of Contractor's failure to performs services required or Contractor's performance of services in an improper manner, the Authority shall be entitled to a credit against Contractor's current unpaid billings for amounts previously paid to contractor after Contractor's nonperformance or improper performance. For the purposes of the foregoing, the parties agree that the Authority shall have sole discretion in determining the adequacy of Contractor's performance and the amount of the credit to be taken. The damages for Contractor's inadequate or improper performance as provided shall not be exclusive but shall be in addition to any other damages which the Authority may be entitled to for Contractor's default under the Agreement.
2. The Executive Director may terminate the agreement at any time.



CNA RFP EXHIBIT B

PROPOSAL INSTRUCTIONS AND SELECTION CRITERIA

I. PROPOSAL DELIVERY/SUBMISSION:

A. Due Date. The due date for the Authority's receipt of the proposals responding to this Request for Proposal ("RFP") is August 14, 2009 at 4 p.m.

B. Originals and Copies: Submit one (1) original and three (3) copies of a proposal to provide the services described in Exhibit A (Scope of Work).

C. Delivery of Proposal: Addresses for the delivery of proposals are as follows:

DELIVERY VIA HAND DELIVERY OR COMMERCIAL OVERNIGHT SERVICE:

Robert Thompson
Michigan State Housing Development Authority
735 E. Michigan Avenue
Lansing, MI 48912

DELIVERY VIA U.S. POSTAL SERVICE:

Robert Thompson
Michigan State Housing Development Authority
P.O. Box 30044
Lansing, MI 48909

D. Selection of Proposal. It is anticipated that the MSHDA review will take one week after the closing date for submitting proposals. The selected proposal will be announced on or about August 20, 2009 via e-mail and posting on the Authority's website.

II. PROPOSAL FORMAT:

A. Overview: Proposals must be submitted in the format described in Section B (Format of Proposal) below. There should be no attachments, enclosures or exhibits other than those considered by the prospective contractor ("Prospective Contractor") to be

essential to a complete understanding of the proposal. Each section must be clearly identified with appropriate headings.

The proposal should be clear, accurate, and complete, with sufficient detail to enable the Authority to evaluate the services and methods proposed. Brevity is appreciated.

B. Format of Proposal:

1. **BUSINESS ORGANIZATION.** Answer/Address the following:
 - a. Full name and address of Firm:
 - b. Branch office if applicable:
 - c. Type of entity (e.g., Michigan corporation, Michigan nonprofit corporation, Michigan limited liability company):
 - d. If entity is foreign (i.e., non-Michigan), is it licensed to do business in Michigan?
 - e. Submit Certificates of Status dated within 30 days if firm is a Michigan entity. (Certificate to proposal.)
 - f. Submit Certificate Authorizing Firm to Do Business in Michigan dated within 30 days if firm is a not a Michigan entity.
 - g. Submit Tax Identification Number for Firm.
2. **MANAGEMENT & PERSONNEL:** Answer/Address the following:
 - a. **Officer and Management Summary:** Identify officers and managers by name and position. Identify managers and/or officers who will manage the contract if it is awarded. (*Resumes or Curriculum Vitae of managers or officers may be provided.*)
 - b. **Bidder's Authorized Contact:** Include the name and telephone number of person(s) in your organization authorized to expedite any proposed contract with MSHDA. An official authorized to commit the bidder to the terms and conditions of the proposal

must sign the proposal. The Provider must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official.

3. EXPERIENCE:

- a. **Prior Experience of Firm:** Indicate prior experience of your firm that you consider relevant to the successful accomplishment of the project described in this RFP. Include sufficient detail to demonstrate the relevance of such experience. Include descriptions of qualifying experience, including project descriptions, costs, and starting and ending dates of projects successfully completed. Also include name, address, and telephone number of the responsible official of the client organization who may be contacted.
- b. **Experience of Proposed Personnel Assigned to Provide Services:** Describe the education and experience of personnel who will likely be assigned to provide the proposed services, including managers who may oversee work of personnel. *(Provide resumes or curriculum vitae of assigned personnel as attachments/enclosures.)*
- c. **Additional Information and Comments:** Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

4. PROPOSED SERVICES

- a. **How Service Will be Rendered:** Describe how the services will be rendered. Address and describe the process used to render the services.
- b. **Use of Subcontractors:** If any work will be subcontracted, describe the following:
 - i. Work that will be subcontracted;
 - ii. The process used to select the subcontractors;
 - iii. The contractor's experience and expertise; and
 - iv. The names of the firms/individuals (s) who will perform the subcontracted work.
- c. **Standards:** Describe or address the following:

- i. How quality of service will be monitored and ensured.
 - ii. Whether "best practices" will be followed. (If applicable, identify the organization and/or document that establishes such standards.)
- d. **Security of Data:** If the services to be rendered require the collection and/or use of confidential and/or personal data, confirm the following:
- i. Has your firm has established and used a policy to address the security of paper and electronic data. ***(Please do not submit a copy of your security policy.)***
 - ii. Does your policy address the removal of confidential and/or personal data form storage media? (For example, does your firm's policy include the removal or "wiping" of data from hard drives when a computer is no longer used?)
- e. **Authority Ownership of Materials:** If the services require the production of a written product or written products for the Authority, the proposal must confirm that any and all products produced as a result of this contract shall be the sole property of the Authority.

5. PRICE PROPOSAL & BUDGET:

- a. **Price Proposal:** All rates quoted in proposals submitted in response to this RFP will be firm for the duration of the contract. No price changes will be permitted.
- **b. Budget:** Include in the proposal a line item budget that identifies all expenses related to the work to be performed. By submitting the bid, the provider acknowledges that it bears the risk that its expenses may exceed the proposed amount. Approximately 110 developments over the three year period:

Price must be broken down as follows:

Developments with	Scheduled CNA	Transaction Driven CNA*
1-125 units		
126-250 units		
250+ units		

Total Cost		
------------	--	--

*Transaction Driven CNAs are those requested by the Authority which require additional travel or a change in established schedule to the contractor and resulting in additional costs to the contractor.

6. SCHEDULE/TIMELINE:

Schedule: See attached list of developments which must have CNA's completed by December 31st of each year for 2010, 2011 and 2012. Unless otherwise agreed to by the Authority, 4-5 CNA's will be completed each month. Developments that have never had a CNA have priority and must be completed by June 30 of each year.

7. DISCLOSURE OF PARTICIPATION AND INTERESTS IN AUTHORITY PROGRAMS:

Disclosure of Interests in Authority Programs. Submit a list of all interests in Authority programs that the Contractor, its officers, board members, and employees respectively have. If the firm intends to use independent contractors or subcontractors to render services, please include the interests in Authority programs that independent contractors or subcontractors and their officers, board members, and employees respectively have. Such Authority programs include, but are not limited to, the Housing Voucher Program, any loans where the Authority is the lender, and any grants made by or administered by the Authority.

Potential Conflicts of Interests. Please confirm whether any potential conflict of interests will exist if the Authority enters into a contract with the firm. Conflicts of interests may involve the firm's officers, employees, members, board members, or independent contractors or subcontractors the firm will use to render services if the firm enters into a contract with the Authority.

Family Members Who Work for Authority. Please list the names of officers, board members, and employees who have family members who work for the Authority; also, please list the name of the family member who works for the Authority.

8. SIGNATURE CLAUSE TO BE SIGNED BY AUTHORIZED SIGNATORY OF FIRM

Signature Clause: Insert the following signature clause at the end of the proposal and have an authorized signatory for the firm sign it:

I confirm that I have submitted this proposal on behalf of _____ ***(INSERT NAME OF FIRM)*** in response to the Michigan State Housing Development Authority's Request for Proposals for _____ ***(INSERT SERVICE SOUGHT BY AUTHORITY)***.

By: _____

Its: _____

Date: _____

III. Selection of Proposal

A. Selection Criteria. The Authority's Office Asset Management will select the proposal based on Selection Criteria listed below

- | | |
|---|-------------------|
| 1. Experience, of firm in completion of CNAs as noted in the Scope of Work | 45 Points |
| 2. Presentation/format of previously completed CNA | 10 Points |
| 3. Communication skills, including clarity of proposal | 10 Points |
| 4. Education, certification and experience of staff necessary to perform services | 10 Points |
| 5. Ability to perform services within established timeframes | 10 Points |
| 6. Reasonableness and Feasibility of Fee | 15 Points |
| Total Possible Points | 100 Points |

The selection of a firm shall be subject to a review by the Authority's Office of Legal Affairs concerning conflicts of interests and/or participation in Authority programs by the firm, its officers, employees, subcontractors or independent contractors.

B. Expected Deadline for Selecting Proposal. The Authority expects to confirm selection of the proposal by e-mail and/or First Class Mail by **August 20, 2009**.

C. Cancellation of Selected Proposal. The selection of a proposal by the Authority may be cancelled at any time prior to the complete execution of a contract. Reasons for canceling the selected proposal may include, but are not limited to, the following:

1. Refusal of Department of Civil Service to process required forms; and/or
2. Refusal of duly authorized Authority signatory to execute the contract.

If the Authority cancels its selection of a proposal, the Authority may repost this or a similar RFP and re-seek proposals.

Multifamily Housing Development CNAs to be Completed for Contract 09-24

To be completed 2010					
MSHDA #	Development Name	# of Units	AM	City	County
300	Trumbull Crossing (Research	245	A. Witt	Detroit	Wayne
612	Deerpath	126	C. Smith	East Lansing	Ingham
616	Lexington Village	351	W. Owens-Bush	Detroit	Wayne
663	Lawrence Park	252	A. Bucht	Center Line	Macomb
839	Hazel Park American House	125	E. DeHoff	Hazel Park	Oakland
864	Valley View I (with Valley View III)	72	M. Witt	Ionia	Ionia
904	Helen Odean. Butler	97	W. Ray	Detroit	Wayne
905	Lakeview Meadows II	60	D. Andrew	Battle Creek	Calhoun
906	Vista Villa	100	T. Thelen	Buena Vista Twp	Saginaw
909	Stonebrook I	83	A. Rollis	Grand Rapids	Kent
910	Reflections	68	D. Andrew	Blackman Twp	Jackson
913	Ida Young Gardens	56	M. Lathrop	Detroit	Wayne
914	Royale Glen	200	C. Simons	Muskegon	Muskegon
915	Twin Oak Meadows	63	A. Witt	Lansing	Eaton
918	Pineshores	120	T. Thelen	Mount Morris	Genesee
925	Avery Square	100	D. Andrew	Sault Ste. Marie	Chippewa
928	Marsh Ridge I	68	C. Simons	Grand Rapids	Kent
933	Hayward-Wells	50	A. Rollis	Benton Harbor	Berrien
935	Marsh Pointe	30	N. O'Brien	Meridian Twp	Ingham
941	Millpond Manor	65	P. Bursley	Fenton	Genesee
942	Stonebrook II	28	A. Rollis	Grand Rapids	Kent
952	Marsh Ridge II	29	C. Simons	Grand Rapids	Kent
9007/1408	Pleasant Prospect	30	M. Bergeon	Grand Rapids	Kent
9013/1412	Trinity Village I	30	V. Shadd	Muskegon	Muskegon
9017/1415	Trinity Village II	30	V. Shadd	Muskegon	Muskegon
9018/1416	Mildred Smith Manor	28	M. Lathrop	Detroit	Wayne
9019/1417	Victor Attar Court	29	N. O'Brien	Detroit	Wayne
9020/1418	Pleasant Prospect II	30	M. Bergeon	Detroit	Wayne
944	Palmer Court	173	V. Shadd	Detroit	Wayne
985	Meadows of Anchor Bay	100	T. Thelen	New Baltimore	Macomb
991	Swanhaven Manor	150	R. Black	Thomas Twp	Saginaw
995	Riverside Gardens	126	T. Thelen	Waterford Twp	Oakland
1000	Cedar Bend	148	V. Shadd	Genesee Twp	Genesee
1005	Meadowview Gardens (Lock	126	T. Thelen	Burton	Genesee
1009	Horizon Pointe	49	N. O'Brien	Filer Twp	Manistee
1018	Misty Cove Apt	33	C. Simons	Dimondale	Eaton
1019	Reitz Park	48	N. O'Brien	Manistee	Manistee
1033	Valley View III (with Valley View I)	32	N. O'Brien	Ionia	Ionia
1438	Willow Way	32	C. Simons	Croswell	Sanilac

To be completed 2011					
MSHDA #	Development Name	# of Units	AM	City	County
37	Wells Villa	104	D. Andrew	Muskegon Heights	Muskegon
132	Glenwood Trace	124	K.Evans	Battle Creek	Calhoun
916	Spring Manor	107	N. O'Brien	Portage	Kalamazoo
920	Benjamin Manor	81	M. Lathrop	Highland Park	Wayne
934	Bay Hill	150	N. O'Brien	Traverse City	Grand Traverse
946	Crossing II (The)	114	A. Witt	Portage	Kalamazoo
9008/1409	Island View I (do with Phase	21	E. DeHoff	Detroit	Wayne
9016/1414	Island View II (do with Phas	27	E. DeHoff	Detroit	Wayne
1008	Suffolk Court	120	M. Lathrop	Mount Morris	Genesee
1012	Harbour Pointe	34	N. O'Brien	Montague	Muskegon
1013	Setters Point	48	R. Black	Mount Morris	Ottawa
1016	Pine Gardens	126	A. Witt	Mount Morris Twp	Genesee

1017	Island Woods Senior	50	E. DeHoff	Grosse Ile Twp	Wayne
1020	Coastal Crossing	48	M. Bergeon	South Haven Twp	Van Buren
1021	Hillside Club II	104	A. Rollis	Petoskey	Emmet
1022	Rosewood Park	120	N. O'Brien	Mount Morris	Genesee
1031	Emerald Creek	64	R. Black	Grand Rapids	Kent
1034	Forest Creek	48	D. Black	Montrose	Genesee

18

To be completed 2012					
MSHDA #	Development Name	# of Units	AM	City	County
124P	Cliffview	126	T. Thelen	Rochester Hills	Oakland
158	Oxford Row I	130	W. Ray	Mount Pleasant	Isabella
309	Carriage House	85	T. Thelen	Adrian	Lenawee
317	920 On the Park	297	E. DeHoff	Troy	Oakland
321 P	Royal Oak Tower	200	T. Thelen	Royal Oak Twp	Oakland
346	Wayne Tower	154	T. Thelen	Wayne	Wayne
386	Belle Maison	280	M. Witt	Detroit	Wayne
398	Madison Tower I	170	T. Thelen	Madison Heights	Oakland
402	River Village	340	A. Bucht	Flint	Genesee
434	Bicentennial Tower	300	W. Owens-Bush	Detroit	Wayne
508	Greenwood Villa	298	W. Owens-Bush	Westland	Wayne
523(P)	Snowberry Heights	191	A. Bucht	Marquette	Marquette
556	Oxford II/Winchester	189	C. Smith	Mount Pleasant	Isabella
597P	Van Dyke Center	200	W. Owens-Bush	Detroit	Wayne
609	Harbor View	131	C. Smith	Cadillac	Wexford
618	Kona Villa	120	A. Bucht	Owosso	Shiawassee
693	Village Park	56	A. Rollis	Detroit	Wayne
759	Grayhaven	190	E. DeHoff	Detroit	Wayne
832	Brookwood Apts	81	M. Lathrop	Ypsilanti	Washtenaw
849	Virginia Park Measows	83	D. Andrew	Detroit	Wayne
856	Carrington Place	100	W. Ray	Farmington Hills	Oakland
857	Freedom Square	112	N. O'Brien	Farmington Hills	Oakland
862	El-Tovar Apts.	72	M. Lathrop	Detroit	Wayne
889	University Meadows	53	D. Andrew	Detroit	Wayne
924	Lakewood Manor	30	M. Whitmore	Detroit	Wayne
926	Bracken Woods	104	A. Witt	Midland	Midland
943	Troy American House	147	E. DeHoff	Troy	Oakland
945	Walkabout Creek II	65	A. Rollis	Dexter Twp	Washtenaw
947	Riverview American House	150	E. DeHoff	Riverview	Wayne
948	Lloyd's Bayou	111	J. Gwizdala	Spring Lake Twp	Ottawa
951	Meadows of Holland	97	A. Witt	Holland Twp	Ottawa
953	Nelson Place	101	N. O'Brien	Muskegon	Muskegon
955	Pinehurst	97	C. Simons	Oshtemo Twp	Kalamazoo
963	Country Meadows	121	T. Thelen	Bangor Twp	Bay
1406/9005	Roosevelt Hill	30	C. Simons	Kalamazoo	Kalamazoo
3048	River Terrace (Previously #617-Preservation)	270	C. Wray	Benton Harbor	Berrien
956	Friendship Meadows III	100	V. Shadd	Detroit	Wayne
1026	Oakhaven Manor	112	R. Black	Howell	Livingston
1032	Nisbitt & Fairman	47	N. O'Brien	Big Rapids	Mecosta
1043	Bellevue Place	48	M. Bergeon	Ionia	Ionia
1044	Green Meadows	48	K. Evans	Gaylord	Otsego
1045	Marsh Ridge III	131	C. Simons	Grand Rapids	Kent
1046	Park Terrace	151	K. Evans	Muskegon	Muskegon
1050	Village at Park Terrace	121	E. DeHoff	Muskegon	Muskegon
1054	Big Bend	128	A. Rollis	Kalamazoo	Kalamazoo
1057	Village Crossings	40	M. Bergeon	Edmore	Montcalm
1064	Emerald Park Apt	49	D. Andrew	Otsego	Allegan
1074	Orianna Ridge	80	C. Simons	Marquette	Marquette
1078	Mapleview Apts. II	56	T. Thelen	Buena Vista Twp	Saginaw
1095	Pineview Apts.	139	R. Black	Hampton Twp	Bay

50

CNA Breakdown for 1/1/2010 - 12/31/2012 Contract

# of Units	2010		2011		2012		Totals
	CNA Completed 2004		*CNA Completed 2005		*CNA Completed 2005		
1-125	23						23
126-250	3						3
250+	2						3
Sub-Total	28						
1-125			7				7
126-250			1				1
250+			0				0
Sub-Total			8				
1-125					18		18
126-250					12		12
250+					6		6
Sub-Total					36		
Developments with Cut-off dates in		2002		2003		2004	
1-125		6		9		10	25
126-250		5		1		4	10
250+		0		0		0	0
Sub-Total		11		10		14	
Total CNA's Completed	28		8		36		72
Total New CNA's		11		10		14	35
Total Developments		39		18		50	107
Grand Total for Contract 09-							

Projected \$
Totals for
05/06 Contract

Contract to be done in 2012

CNA to be Completed 2013

Dev #	Development Name	# of units	Cut-Off Date
526	McDonald Square	162	
632	Mari-Dan Miller Farms	150	
Cut-Off 2005			
158	Oxford Row I		12/14/2005
292	Springview Tower		8/10/2005
556	Oxford II/Winchester		12/14/2005
1025	LAKE HURON WOODS SR.		1/7/2005
1040	Meadows @ Brownstown	97	1/19/2005
1053	May Street		4/29/2005
1055	MAPLE RIDGE WEST		1/30/2005
1062	MEADOWBROOK SENIOR		12/1/2005
1063	WILLOW GROVE TOWNHOUSES		12/1/2005
1065	STONEY CREEK VILLAGE		1/24/2005
1072	Bayberry Farms		4/14/2005
1073	SUGAR MILL APTS.		1/2/2005
1076	Crossroad Apartments		3/2/2005
1077	Emerald Creek II		9/29/2005
1086	STONEBRIDGE APTS.		8/7/2005
1123	Pinebrook Manor Apartments		5/19/2005

CNA to be Completed 2014

Cut-Off 2006

61	Liberty Commons		11/27/2006
300	Research Park		7/6/2006
346	Wayne Tower		12/1/2006
398	Madison Tower		12/1/2006
523	Snowberry Heights		8/22/2006
609	Harbor View		1/11/2006
616	Lexington Village		6/1/2006
618	Kona Villa		1/10/2006
654	Birch Park		5/18/2006
663	Lawrence Park		4/20/2006
671	Coventry Woods		5/18/2006
1037	KALAMAZOO ROSEWOOD		3/30/2006
1061	REDFORD MANOR		2/16/2006
1066	CREEKSIDE VILLAGE		2/11/2006
1071	DEER CREEK		3/23/2006
1080	PRESTON POINTE		8/20/2006
1081	ROSEWOOD RIVERSIDE		1/30/2006
1082	PHILLIP C. DEAN		2/28/2006
1083	GIBRALTOR MANOR		9/8/2006
1084	GREEN PARK TOWNHOMES		9/2/2006

1088	WHITE PINES		6/29/2006
1099	VILLAGE GLEN APARTMENTS		10/21/2006
1102	SETTER'S POINT II		5/24/2006
1104	EMERALD PARK SENIOR		6/7/2006
3029	Solberg Tower		12/16/2006
3030	Romulus Tower		12/16/2006
3048	River Terrace		6/23/2006
3050	White Pines II		7/27/2006
3051	Park Place Apartments		7/18/2006
3059	Riverview Terrace		8/22/2006
3061	Elmcrest Village		9/6/2006
1039	Duvernay Park		4/1/2034

CNA to be Completed 2015

Cut-Off 2007

330	Charring Square		12/28/2007
436	Young Manor		2/1/2007
526	McDonald Square		9/4/2007
597	Van Dyke Center		8/27/2007
614	South Hill Apts		8/20/2007
856	Carrington Place		2/23/2007
1051	Lockwood of Fenton		11/7/2007
1100	MAPLE VILLAGE II		2/20/2007
1101	VILLAGE OF OAKLAND WOODS II		9/28/2007
1106	ISLAND CITY APARTMENTS		4/6/2007
1107	GOLDEN BRIDGE MANOR		8/23/2007
1112	Waterford Park		3/23/2007
3003	BELLEVIEW PLACE II		5/2/2007
3027	VICTORIAN TRAILS		8/19/2007
3032	LAKEVIEW APARTMENTS		12/14/2007
3037	EMERALD WOODS		6/26/2007
3119	Braidwood Manor		10/1/2007

CONTRACT NO.

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

^ [Contractor Name]

THIS AGREEMENT, made and entered into as of the **^ day of ^ 200_**, by and between the **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**, a public body corporate and politic, Lansing, Michigan (hereinafter referred to as the "**Authority**") and **^ [Contractor Name]** (hereinafter referred to as the "**Contractor**").

WITNESSETH THAT:

The Authority and the Contractor do mutually agree as follows:

1. **Services Rendered/Scope of Work.** That the Contractor shall, in a satisfactory and proper manner as determined by the Authority, render the services described in Exhibit I, which is attached and made a part of this Agreement.
2. **Term.** This Agreement shall cover work performed by the Contractor during the period of time ending **[date]**.

DRAFT

3. **Contract.** Price and Payment.

- a. The total amount to be paid by the Authority to the Contractor under this Agreement shall not exceed **[spell out amount] (\$)**.
- b. Billings for services will be based on an hourly rate not to exceed **\$ per hour** for professional services. 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 **^[specify office and division of the Authority]^** of 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. **Record Keeping.** 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.

DRAFT

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. **Failure to Perform.** 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. **Assigned Personnel.** 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

DRAFT

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. Employees of Contractor or Key Persons.

a. Definition of Key Person. “Key Persons” shall be defined in this Agreement as individuals who perform services pursuant to this Agreement and (a) sign this Agreement on behalf of the Contractor and/or (b) are listed in Exhibit II of this Agreement.

b. Performance of Services. The Contractor acknowledges that only Key Persons shall perform the Services under this Agreement. Key Persons include the names of all employees, agents and independent contractors of the Contractor who perform or render services pursuant to this Agreement.

c. Exhibit II--Certificate Verifying Key Persons. Prior to executing this Agreement, the Contractor shall provide to the Authority the names of all Key Persons by completing Exhibit II, which is the Certificate Verifying Key Persons of the Contractor (“Certificate”). In the event the Contractor fails to provide to the Authority the names of any Key Persons, the parties shall consider the signatory for the Contractor to be the sole Key Person for the Contractor. If the Contractor wishes to add an agent, employee, or independent contractor as a Key Person during the term of this Agreement, the Contractor shall complete and submit to the Authority a Certificate for that employee, agent, or independent contractor.

d. 2007 PA 95, MCL 38.68c. The Contractor and its employees, agents, and independent contractors acknowledge 2007 PA 95, MCL 38.68c requires retirees of the State Employees Retirement System (“Pensioned Retirees”) who become employed by

DRAFT

the State either directly or indirectly through a contractual arrangement with another party on or after October 1, 2007 to forfeit their state pension for the duration of their reemployment.

PENSIONED RETIREES WHO PROVIDE OR RENDER SERVICES PURSUANT TO THIS CONTRACT AND ARE DETERMINED TO BE EMPLOYEES OF THE STATE MAY FOREFEIT THEIR PENSIONS. THE CONTRACTOR ACKNOWLEDGES THAT ALL PENSIONED EMPLOYEES HAVE BEEN ADVISED TO SEEK LEGAL COUNSEL TO DETERMINE IF THEY MAY BE DEEMED EMPLOYEES OF THE STATE. THE CONTRACTOR AND THE PENSIONED RETIREES IT EMPLOYS ACKNOWLEDGE AND AGREE THAT NEITHER THE STATE, NOR THE AUTHORITY, NOR ITS EMPLOYEES, DIRECTORS, AGENTS NOR BOARD SHALL BE LIABLE TO THE CONTRACTOR OR PENSIONED RETIREE IF IT IS DETERMINED AT ANY TIME THAT THE PENSIONED RETIREE IS DEEMED TO BE AN EMPLOYEE OF THE STATE AND MUST THEREFORE FORFEIT HIS OR HER PENSION.

9. **Conflicts of Interest.** Prior to the execution of this Agreement, the Contractor acknowledges and confirms that it has delivered to the Authority a written list of all interests of the Contractor, or its officers and employees, which may create conflicts between the interests of those entities or parties and the interests of the Authority. The Contractor acknowledges that its employees, members, shareholders, agents, or independent contractors prior to or during the term of this Agreement are not employees of the State of Michigan or its units. Should a conflict of interest arise during the term of this Agreement, the Contractor shall contact the Authority's Director of Legal Affairs immediately and describe in detail the conflict of interest.

DRAFT

10. **Participation in Other Authority Programs.** With the exception of providing services to the Authority as described in Exhibit I of this Agreement, neither the Contractor nor the Contractor's employees, agents, officers, directors, shareholders or members will participate in Authority housing program or do business with the Authority under any program in which the Authority has a direct or indirect relationship without securing approval from the Authority's Director of Legal Affairs.

11. **Independence of Contractors.** The Authority shall retain the Contractor as an independent contractor, and the Contractor hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. Nothing in this Agreement shall be construed to create the relationship of employer and employee between the Authority and the Contractor or any of its employees or agents. The Contractor, its employees and Contractors, shall be deemed at all times and for all purposes to be independent contractors. The Contractor acknowledges and agrees that all payments by the Authority to the Contractor shall be made without deduction for federal, state or local income taxes, social security taxes and similar items, and that the Contractor shall be solely responsible to report income under this Agreement to the Internal Revenue Service and other appropriate taxing authorities and to pay such taxes (including, without limitation, being solely responsible to make periodic estimated payments of such taxes in accordance with applicable law). The Contractor further acknowledges and agrees that all payments under this Agreement to the Contractor by the Authority shall be reported to the Internal Revenue Service and other appropriate taxing authorities on Form 1099 (or equivalent or replacement forms). Finally, the Authority acknowledges that the manner and means of producing the services described in Exhibit I are under the control and at the discretion of the Contractor.

DRAFT

12. **Ownership of Documents and Reports.** All documents and reports delivered to the Authority shall be the property of the Authority.
13. **Disclosure of Information.** Neither the Contractor nor its agents or contractors, shall disclose information or documents created or maintained in connection with this agreement to anyone, without the prior consent of the Authority. Neither the Contractor nor its agents or contractors, shall use information or documents created or maintained in connection with this agreement to further any private interest, other than as contemplated by this Agreement, without the prior consent of the Authority.
14. **Termination of Agreement.** 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.
15. **Michigan Law.** This Agreement shall be governed by the laws of the State of Michigan and shall be binding upon the Contractor's successors, assigns, and legal representatives.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

DRAFT

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: _____

^

Date: _____

By: _____

^

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

**DRAFT
EXHIBIT II**

CERTIFICATE VERIFYING KEY PERSONS OF THE CONTRACTOR

The Contractor acknowledges that the following personnel are Key Persons of the Contractor in accordance with Section 8 of the Agreement:

(1) Name _____
(*Print or type Name above line*)

Title with Contractor _____

Is the Key Person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____/No _____

(2) Name _____
(*Print or type Name above line*)

Title with Contractor _____

Is the Key Person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____/No _____

(3) Name _____
(*Print or type Name above line*)

Title with Contractor _____

Is the Key Person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____/No _____

Print or Type Contractor Name Above Line

By: _____
(Signature) _____ Date

Name of Signatory for Contractor: _____
Print/Type Name of Signatory above Line

Its: _____

Federal Identification Number: _____