



# MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

## REQUEST FOR PROPOSALS

**DATE OF ISSUE:** May 16, 2012  
**TO:** Potential Providers of Services  
**RE:** Request for Proposals for Environmental Consultant

### **I. Services Sought by Authority:**

The Michigan State Housing Development Authority's Legal Affairs Division ("Authority") is seeking a firm that is authorized to do business in Michigan to provide consulting services and advice to the Authority on various environmental matters. A detailed description of the work is described in the Scope of Work, which is attached and incorporated into this Request for Proposals ("RFP") as Exhibit A.

### **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 Exhibit A - Scope of Work. The prospective contractor ("Contractor") must:

- A.** Have experience with environmental matters, providing services not limited to the following:
  - i) Assist in preparing a Request for Qualifications (RFQ) process for identifying pre-qualified environmental consultants.**
  - ii) Assist with preparing responses to environmental inquiries from project owners and developers, and Authority staff.**
  - iii) Assist with preparing proposed policies and procedures on environmental issues and responses to the same.**
  - iv) Provide assistance and advice for appeals relating to environmental conditions.**
  - vi) Provide advice on improving the environmental appeals process.**
  - v) Provide legal advice on various environmental issues and matters.**
  
- B.** Assign experienced personnel to perform the services or have personnel supervised by experienced staff. The assigned personnel, other than paralegals, must be authorized to practice law in Michigan with a focus on environmental law.
  
- C.** Have the following certifications **OR** have assigned personnel with following certifications (See II(B) above): Licensed to practice law in the State of Michigan.

Also, the lead supervisor must be a member of the Michigan State Bar's environmental law section.

- D. Be a Michigan entity (limited partnership, limited liability company, for profit corporation or non-profit corporation), authorized to do business in the State of Michigan. Proposals from sole proprietors will not be accepted. The prospective Contractor will be required to submit either:
  - 1. A Certificate of Authority to Transact Business issued by the Department of Licensing and Regulatory Affairs; or
  - 2. Evidence of 501(c)(3) status.
- E. Have an office in the State of Michigan and an office in the county to be served. **Proposals from sole proprietors will not be accepted.**
- F. Have phone, internet, and e-mail access. Internet and e-mail access must be adequate enough to allow the Contractor to receive, download and upload data, files and attachments from Authority staff.
- G. Agree to satisfy the following requirements prior to the execution of the contract with the Authority:
  - 1. Maintain and provide evidence, satisfactory to the Authority, of the following insurance coverage:
    - a. Errors and Omissions Insurance for \$1,000,000 for each occurrence and \$1,000,000 annual aggregate; and
    - b. 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.
- H. Agree to execute a contract acceptable to the Director of Legal Affairs. **For purposes of illustration only**, a Sample Contract is attached and incorporated into this RFP as Exhibit G for your convenience.

### III. **Submitting Proposal:**

Prospective Contractors 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 attached and incorporated into this RFP. Submitted proposals must respond to and address the questions listed in Exhibit B - Proposal Instructions and Selection Criteria attached and incorporated into this RFP.

Firms wishing to submit proposals must also submit the Certificate Verifying Key Persons attached and incorporated into this RFP as Exhibit C, as well as the documentary information outlined in the Organization Background Checklist attached and incorporated into this RFP as Exhibit D.

The due date for the Authority's receipt of the proposals responding to this RFP is **Thursday, May 31, 2012** 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 prospective Contractors concerning the RFP may be submitted in writing via mail, email or fax, using the subject line *Environmental Consultant* to the attention of:

Clarence L. Stone, Jr. and Libby Carpenter  
Michigan State Housing Development Authority  
735 E. Michigan Avenue  
Lansing, Michigan 48912

E-mail: [stonec@michigan.gov](mailto:stonec@michigan.gov) and [carpenterl3@michigan.gov](mailto:carpenterl3@michigan.gov)  
Fax: (517) 241-8471

The Authority will answer by email appropriate questions (e.g., information not covered/answered in the RFP, interpretation issues, etc.) received in a timely manner. To ensure a fair and impartial process, non-written questions concerning the RFP will not be addressed by Authority staff. **Phone calls involving the RFP or related questions will not be accepted.** Firms submitting bids shall not contact any Board members or Authority staff except **Clarence L. Stone, Jr. and Libby Carpenter**. **All communications with Clarence L. Stone, Jr. and Libby Carpenter must be received in writing by May 21, 2012.** MSHDA will hold no other question sessions or bidder's conferences. MSHDA will answer all questions by **May 23, 2012**. All questions and answers related to this RFP will be supplied to firms that provide **Clarence L. Stone, Jr. and Libby Carpenter** with notification of their Intent to submit a proposal.

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 firms 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 to the RFP, and the answers to any written questions.

#### **V. Selection of Proposal:**

The Authority will select the proposal based on the Proposal Instructions and Selection Criteria, which are set forth in Exhibit B attached and incorporated into this RFP.

#### **VI. Processing Required Forms & Contract Execution:**

The required forms will be submitted to Civil Service for approval, **prior** to the Authority's Board approval. Contracts that equal or exceed \$25,000 must be approved by the Authority's Board. Thereafter, a contract will be forwarded to the 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)*.

## **VIII. Key Personnel & Payments to Pensioned**

2007 PA 95, MCL 38.68c requires retirees of the State Employees Retirement System ("Pensioned Retirees") who become employed by the State either directly or indirectly through a contractual arrangement with another party on or after October 1, 2007 to forfeit their respective state pensions for the duration of their reemployment. Accordingly, any pensioned retiree who provides or renders services pursuant to the contract for which bids will be made under this RFP shall be required to forfeit his or her pension during the term of the contract.

Bids must acknowledge and confirm whether pensioned retirees will render services under the contract being sought through this bid. If the contractor intends to use a pensioned retiree, the bidder must submit written confirmation from the pensioned retiree that he or she agrees to forfeit his or her pension during the term of the contract, if awarded. If awarded a contract, the bidder must submit a copy of the pensioned retiree's directions to the State of Michigan's Office of Retirement Services ("ORS") to withhold the retiree's pension payments until the end of the contract term.

Bids must acknowledge and identify certain key personnel and pensioned retirees in the form attached and incorporated into this RFP as Exhibit C. Key persons are those individuals who will be performing services pursuant to an awarded contract and (a) sign the contract on behalf of the Contractor and/or (b) are listed in the form attached and incorporated into this RFP as Exhibit C.



# MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY REQUEST FOR PROPOSAL

## EXHIBIT A

### SCOPE OF WORK

#### I. Overview

The Michigan State Housing Development Authority, ("Authority") is seeking an individual/firm that is authorized to do business in Michigan to provide consulting services and advice to the Authority on various environmental matters.

The Authority seeks the services to provide advice on various environmental matters, including legal matters, that could impact the Authority's assets. The service will help the Authority by reducing the risk for environmental occurrences that could jeopardize Authority assets and cause a loss of millions of Federal dollars.

#### II. Objectives, Tasks & Activities

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

1. Provide advice or guidance pertaining to questions raised by Authority staff or developers on environmental issues.
2. Provide advice and assistance to Authority staff pertaining to appeals to environmental conditions required for closing.
3. Participate in environmental appeals and provide advice to Authority staff.
4. Provide advice on improving the environmental appeals process
5. Provide training to Authority staff on environmental issues as requested.
6. Assist staff with development and execution of RCQ process to determine qualified environmental consultants for Authority and federally-financed projects.
7. Provide legal advice on various environmental policies, issues and matters, and responses to the same.

**B. Activities/Responsibilities Necessary to Complete Scope of Work.** To achieve the objectives, the Contractor shall perform the following activities:

See II(A) above.

**C. Products or Milestones to be Met.**

Not applicable

**D. Deadlines for Completing Objectives.**

Not applicable.

**III. Standards for Performance**

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

**Services must be consistent with quality and scope that a lawyer who is experienced and competent in environmental law provides.**



## MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY REQUEST FOR PROPOSAL

### EXHIBIT B

#### PROPOSAL INSTRUCTIONS AND SELECTION CRITERIA

##### **I. Proposal Delivery/Submission**

**A. Due Date.** Proposals responding to this Request for Proposal ("RFP") are due **May 31, 2012 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 the Exhibit A - Scope of Work.

**C. Delivery of Proposal.** Deliveries may be by hand, commercial overnight service, or U.S. Postal Service. No electronic deliveries will be accepted. All deliveries should be directed to:

**Clarence L. Stone and Libby Carpenter  
Michigan State Housing Development Authority  
735 E. Michigan Avenue  
Lansing, Michigan 48912**

**D. Selection of Proposal.** The Authority's review will take a minimum of four weeks after the closing date for submitting proposals. The Authority expects to notify the selected Contractor on **June 15, 2012** via e-mail and posting on the Authority's website; however the selection will be contingent on approval by the Michigan Civil Service Commission and the Authority's Board. The name of the selected Contractor will also be posted on the Authority's website.

**E. Commencement of Work.** Project work will commence upon execution of a project contract and not before. The selected Contractor shall not proceed with performance of the project work or incurring of project costs until both parties have signed the project contract to show acceptance of its terms and conditions.

**F. Project Control.** The Contractor will carry out this project under the direction and control of the Authority and its designated Contract Administrator.

**G. Applicable Laws.** The successful Contractor may be awarded a contract that requires compliance with state and federal laws.

##### **II. Proposal Format**

**A. Overview.** Proposals must be submitted in the format described in this Exhibit B as outlined below. There should be no attachments, enclosures or exhibits other than those considered by the 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.** Include the following information and supporting documentation as outlined in Exhibit D - Organization Background Checklist found attached and incorporated into this RFP:

- a. The full name and address of Firm.
- b. The branch office, if applicable.
- c. The type of entity (e.g., Michigan corporation, Michigan nonprofit corporation, Michigan limited liability company):
  - i. If the entity is foreign (i.e., non-Michigan) it must be licensed to do business in Michigan. The firm must submit with the proposal a *Certificate of Authority to Transact Business* issued by the Department of Licensing and Regulatory Affairs that is dated no earlier than 30 days prior to the submittal date of the proposal.
  - ii. If the entity is Michigan-based, the firm must submit with the proposal a *Certificate of Status* that is dated no earlier than 30 days prior to the submittal date of the proposal.
- d. Submit a *Certificate Verifying Key Persons*. This form is found in Exhibit C attached and incorporated into this RFP.
- e. Submit a *Certifications Regarding Debarment, Suspension and Other Responsibility Matters* form. The form is found in Exhibit E attached and incorporated into this RFP.
- f. Submit a *W-9 Request for Taxpayer Identification Number and Certification*. The form is found in Exhibit F attached and incorporated into this RFP.

**2. Management and 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 and provide their resumes or CVs.

Identify key project personnel and their titles. List their responsibilities and the specific tasks each will carry out and the anticipated time frames for each task and person. Provide current contact information including name, title, mailing address, email address, and phone and fax numbers.

- b. **Bidder's Authorized Contact.** Include the name and telephone number of person(s) in your organization authorized to expedite any proposed contract with the Authority. An official authorized to commit the bidder to the terms and conditions of the proposal must sign the proposal. The Contractor 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. Attach any resolutions authorizing the approved signatory with the proposal.

### 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 the 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.** The proposal should describe the education and experience of the personnel who will be assigned to provide the proposed services, including managers who may oversee work of personnel.
- c. **Additional Information and Comments.** Include any other information that is believed to be pertinent but not specifically asked for elsewhere.
- d. **Confirm Whether Any Assigned Personnel Receive Pension Payments from the State of Michigan.** If any assigned personnel receive pensions from the State of Michigan, you must provide confirmation, signed by each assigned person with a State of Michigan pension, that he or she acknowledges and agrees that he or she must forfeit any pension payments made during the term of the contract. If a contract is awarded, each assigned person with a State of Michigan pension must submit a copy of the pensioned retiree's directions to the State of Michigan's Office of Retirement Services to withhold the retiree's pension payments during the contract term.

### 4. Proposed Services.

- a. **How Service will be Rendered.** Address and describe the process used to render the services and how the services will be rendered. This should be an overview of the methodology to be used, based on staff and time frames, to meet the project scope of work and complete the required products within the time frame of the project.
- 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.
    - iv. The names of the firms/individual(s) who will perform the subcontracted work.
  - c. **Standards.** Describe or address the following:
    - i. The standards that the services will satisfy. (If standards of a professional association will be followed, identify the standards and the association.)
    - ii. How quality of service will be monitored and ensured.
    - iii. Whether "best practices" will be followed. (If applicable, identify the organization and/or document establishing 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 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 from 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. **Copyrighted Materials.** If the services require the production of a written product for the Authority, please acknowledge and/or confirm the following:
    - i. Any and all products produced as a result of this contract shall be the property of the Authority.  
  
Your agreement that the Authority shall (a) hold a copyright on all materials or products produced under the contract and (b) be allowed to file for a copyright with the United States Copyright Office.
    - ii. Your acknowledgment that submitted documents will not contain in part or whole copyrighted materials.

## 5. Price Proposal & Budget

- a. **Price Proposal.** All rates quoted in proposals submitted in response to this RFP will be a firm fixed price for the duration of the contract. No price changes will be permitted.

**b. Budget.** Include in the proposal a line item budget identifying 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. The budget should include applicable items, which may include the following:

- i. Staff costs (# of hours/per hour rate, etc.)
- ii. Costs of supplies and materials
- iii. Other direct costs
- iv. Transportation costs
- v. Total budget

**6. Disclosure of Participation and Interests in Authority Programs.**

**a. Disclosure of Interests in Authority Programs.** 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. Submit a list of all interests that the Contractor, its officers, board members, and employees respectively have in Authority programs. If the firm intends to use independent contractors or subcontractors to render services, include the interests that independent contractors or subcontractors and their officers, board members, and employees respectively have in Authority programs.

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

**c. Family Members Who Work for Authority.** Please list the names of the Contractor's officers, board members, and employees who have family members who work for the Authority and the names of the family members who work for the Authority.

**7. Signature Clause to be Signed by Authorized Signatory.** Insert into the proposal and have an authorized signatory sign the following signature clause at the end of the proposal:

**I confirm that I have submitted this proposal on behalf of \_\_\_\_\_ 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

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

**A. Selection Criteria.** The Authority will select the proposal based on Selection Criteria listed below:

- |    |   |             |
|----|---|-------------|
| 1. | Experience and reputation of firm and assigned personnel in providing services sought through RFP education or certification. | (40 Points) |
| 2. | Communication skills, including clarity of proposal and writing sample  | (20 Points) |
| 3. | Knowledge of Authority multifamily programs and environmental process   | (25 Points) |
| 4. | Reasonableness and feasibility of fee   | (15 Points) |

**Total Possible Points:**

**100 Points**

**B. Expected Deadline for Selecting Proposal.** The Authority expects to notify the selected Contractor on **June 15, 2012** via e-mail; however, the selection will be contingent on approval by the Michigan Civil Service Commission and the Authority's Board.

**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. If the Authority cancels its selection of a proposal, the Authority may repost this or a similar RFP and re-seek proposals. 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.
2. Refusal of duly authorized Authority signatory to execute the contract.



**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
REQUEST FOR PROPOSAL**

**EXHIBIT C**

**CERTIFICATE VERIFYING KEY PERSONS**

**See appended document titled**

**CERTIFICATE VERIFYING KEY PERSONS OF THE  
CONTRACTOR/SUBGRANTEE**

**CERTIFICATE VERIFYING KEY PERSONS OF THE CONTRACTOR/SUBGRANTEE**

The Contractor/Subgrantee acknowledges that the following personnel are Key Persons of the Contractor/Subgrantee in accordance with Section VIII of the Request for Proposal:

(1) Name \_\_\_\_\_  
(Print or type Name above line)

Title with Contractor/Subgrantee \_\_\_\_\_

**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/Subgrantee \_\_\_\_\_

**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/Subgrantee \_\_\_\_\_

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

Print or Type Contractor/Subgrantee Name Above Line

By: \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Name of Signatory for Contractor/Subgrantee: \_\_\_\_\_  
*Print/Type Name of Signatory Above Line*

Its: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_



## MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY REQUEST FOR PROPOSAL

### EXHIBIT D

#### ORGANIZATION BACKGROUND CHECKLIST

In order to submit a proposal, firms must submit the following organizational documentation as outlined below. Submissions may be sent to the contact person as described in both Section IV of the Request for Proposal and Exhibit B - Proposal Instructions and Selection Criteria:

- Articles of Incorporation**
- Organizational Bylaws**
- List of Board of Directors and Officers, including titles**
- W-9 Request for Taxpayer Identification Number & Certification (see Exhibit I)**
- CHDO Tax ID Number (if applicable)**
- Signatory authority (if not addressed elsewhere)**
- Certificate of Status issued by the Corporations and Securities Bureau of the Michigan Department of Licensing and Regulatory Affairs (if applicable)**
- Evidence of 501(c)(3) status (if applicable)**



**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
REQUEST FOR PROPOSAL**

**EXHIBIT E**

**CERTIFICATE REGARDING DEBARMENTS**

**See appended document titled  
CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS FORM**

**Certifications and Representations**

The Vendor must complete this section and submit with their bid or proposal. Failure or refusal to submit any of the information requested in this section may result in the Vendor being considered non-responsive and therefore ineligible for award consideration.

( ) Enclosed are annual certifications and representations

**Introduction**

**A. Bidder Identification**

Vendor Name: \_\_\_\_\_

( ) Federal ID Number: \_\_\_\_\_ (TIN or social security number)

( ) DUNS Number: \_\_\_\_\_

Vendor is not required to have a DUNS number, but if Vendor does have one it must be listed.

**B. Changes to Information**

If any of the certifications, representations, or disclosures indicated in this document change during consideration of the Vendor's responses or after awarding of a contract, the Vendor is required to report those changes immediately to the Michigan State Housing Development Authority (the "Authority"), **(INSERT CONTACT INFORMATION)**

\_\_\_\_\_ (Initial)

**C. False Information**

If it is determined that a Vendor purposely or willfully submitted false information, the Vendor will not be considered for award, the Authority may pursue debarment of the Vendor, and any resulting Contract that may have been established will be terminated. If the Authority believes that grounds to debar exist, it shall, pursuant to the Michigan Administrative Code Rules 125.211-125.216, send notice to the Vendor of proposed debarment indicating the grounds for proposed debarment and the procedures for requesting a hearing

\_\_\_\_\_ (Initial)

**Representations**

**A. Subcontractors**

1. The Vendor shall require each Subcontractor whose subcontract will exceed \$25,000 to disclose to the Vendor, in writing, whether, as of the time of the submission of Vendor's response to this RFP, the Subcontractor or its principals is debarred, suspended, or proposed for debarment by the State. The Vendor shall then inform the Authority of the Subcontractor's status in its response and

provide reasons for the Vendor's decision to use Subcontractor, if the Vendor so decides.

2. Indicate below **ALL** work to be subcontracted under any resulting Contract (use additional attachment if necessary; estimates are acceptable):

Description of Work to be sub-contracted	Percent (%) of total contract value to be sub-contracted	Sub-contractor's name and principal place of business (City and State)

**Disclosures**

**A. Vendor Compliance with State and Federal Law and Debarment**

1. The Vendor certifies, to the best of its knowledge that within the past (3) years, the Vendor, an officer of the Vendor, or an owner of a 25% or greater interest in the Vendor:

Has \_\_\_\_\_ Has Not \_\_\_\_\_ been convicted of a criminal offense incident to the application for or performance of an Authority or State contract or subcontract;

Has \_\_\_\_\_ Has Not \_\_\_\_\_ been convicted of any offense which negatively reflects on the Vendor's business integrity, including but not limited to embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, state or federal antitrust statutes;

Has \_\_\_\_\_ Has Not \_\_\_\_\_ been convicted of any other offense, violated any other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which, in the opinion of the Authority, indicates that the Vendor is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the Authority or State.

- a. An offense or violation under this paragraph may include, but is not limited to, an offense under or violation of:

Has \_\_\_\_\_ Has Not \_\_\_\_\_ failed to substantially perform an Authority or State contract or subcontract according to its terms, conditions, and specifications within specified time limits;

Has \_\_\_\_\_ Has Not \_\_\_\_\_ violated Authority or State bid solicitation procedures or violated the terms of a solicitation after bid submission;

Has \_\_\_\_\_ Has Not \_\_\_\_\_ refused to provide information or documents required by a contract including, but not limited to information or document necessary for monitoring contract performance;

Has \_\_\_\_\_ Has Not \_\_\_\_\_ failed to respond to requests for information regarding Vendor's performance, or accumulated repeated substantiated complaints regarding performance of a contract/purchase order; and

Has \_\_\_\_\_ Has Not \_\_\_\_\_ failed to perform an Authority or State contract or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order, or decree.

- 2.** For purposes of this Section, "Principals" means officers, directors, owners, partners, and any other persons having primary management or supervisory responsibilities within a business entity. The Vendor certifies and represents, to the best of his knowledge that the supplier and/or any of its Principles:

Are \_\_\_\_\_ Are Not \_\_\_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of a purchase by any state or federal agency;

Has \_\_\_\_\_ Has Not \_\_\_\_\_ not with in a 3-year period preceding this RFP, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) purchase.

Are \_\_\_\_\_ Are Not \_\_\_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, the commission of the any of the offenses enumerated in section 3.1(c) of this Contract.

Has \_\_\_\_\_ Has Not \_\_\_\_\_ within a 3-year period preceding this solicitation had one or more purchases terminated for default by any state or federal agency.

- 3.** The Vendor shall provide immediate written notice to the Authority if, at any time before the purchase award, the Vendor learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances.

4. A certification that the Vendor or its Subcontractors is presently debarred, suspended, proposed for debarment or declared ineligible for award of a purchase by any state or federal agency will not necessarily result in withholding an award under this solicitation. However, the certification will be considered in connection with a determination of the Vendor's responsibility. Failure to furnish the certification or provide such information as requested by the Authority may render the Vendor response non-responsive.
5. Nothing contained in this Section shall be construed to require establishment of a system of records in order to render, in good faith, the certification required this Section. The knowledge and information of a Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of commercially reasonable dealings.
6. If it is later determined that the Vendor knowingly rendered an erroneous certification under this Section, in addition to the other remedies available to the Authority, the Authority may terminate any resulting contract for default.

\_\_\_\_\_ (Initial)

**D. Employee and Subcontractor Citizenship**

The Vendor certifies that all employees, contractors, Subcontractors, and any other individual involved in the performance of this Contract, **except those listed below**, are citizens of the United States, legal resident aliens, or individuals with valid visa (use additional attachment if necessary; estimates are acceptable):

Employee Name	Title

\_\_\_\_\_ (Initial)

**E. RFP Preparation**

The Vendor shall notify the Authority in its bid proposal, if it, or any of its Subcontractors, or their officers, directors, or key personnel have assisted with the drafting of this RFP, either in whole or in part. This includes the conducting or drafting of surveys designed to establish a system inventory, and/or arrive at an estimate for the value of the solicitation.

The Vendor hereby certifies that it HAS \_\_\_\_\_, HAS NOT \_\_\_\_\_ assisted in the development of this RFP.

Except for materials provided to all Vendors as part of this RFP, the Vendor shall provide a listing of all materials provided by the Authority to the Vendor containing information relevant to this RFP, including, but not limited to: questionnaires, requirements lists, budgetary figures,

assessments, white papers, presentations, RFP draft documents. The Vendor shall provide a list of all State employees with whom any of its personnel, and/or Subcontractors' personnel has discussed the RFP after the issuance date of the RFP.

**AS THE AUTHORIZED CERTIFYING OFFICIAL, I HEREBY CERTIFY THAT THE ABOVE SPECIFIED CERTIFICATIONS ARE TRUE.**

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**SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL**

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**TYPED NAME AND TITLE**

---

**DATE**



**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
REQUEST FOR PROPOSAL**

**EXHIBIT F**

**W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

**See appended document titled**

**W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND  
CERTIFICATION**

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number		
[ ] [ ] [ ] [ ]	-	[ ] [ ] [ ] [ ] [ ] [ ]

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number		
[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]	-	[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

##### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
REQUEST FOR PROPOSAL**

**EXHIBIT G**

**SAMPLE CONTRACT**

**CONTRACT NO. 12-XX**

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES WITH  
POTENTIAL CONTRACTOR, LLC.**

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_\_ day of MONTH 2012, by and between the **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**, a public body corporate and politic, Lansing, Michigan ("**Authority**") and the **POTENTIAL CONTRACTOR, LLC**, ("**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 the Scope of Work - Exhibit A ("Scope of Work" of "Exhibit A"), which is attached and made a part of this Agreement.
2. **Term.** TIME IS OF THE ESSENCE to this Agreement in connection with the delivery of the products or services or both ("Products and Services") described in the Scope of Work. The performance of product and services shall begin on or after the execution of this Agreement by the Authority and shall be completed no later than \_\_\_\_\_, 2013.
3. **Contract. Price and Payment.**
  - a. The total amount to be paid by the Authority to the Contractor under this Agreement shall not exceed **XXXXXXXX (\$XXXX)**.
  - b. Payment will be made upon presentation of invoices submitted periodically for work performed. Invoices should be submitted to:

Invoices 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.

- c. Final payment shall be made upon the satisfactory completion and submission of all required work and documents.
  - d. No payment shall be made for Products and Services or preparatory work performed or provided prior to the terms of this Agreement.
4. **Permits and Licenses.** The Contractor shall be responsible for obtaining any and all permits, licenses, and other proper authorization or permission-related documents required for the performance of this Agreement.
5. **Insurance.** The Contractor shall maintain professional liability insurance sufficient in the amount to provide coverage for any errors or omissions arising out of the performance of this Agreement. If, during the term of this Agreement, changed conditions should, in the judgment of the Authority, render inadequate the Contractor's current insurance limits, the Contractor will furnish to the Authority proof of additional insurance as may be required. All insurance required under this Agreement shall be acquired at the Contractor's expense, under valid and enforceable policies, issued by insurers of recognized responsibility. The Authority reserves the right to reject as unacceptable any insurer.
6. **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.

If at any time before the expiration of the records retention period of this Agreement it is determined that the terms of this Agreement were not complied with or a claimed cost is disallowed following an audit, the Contractor shall immediately repay the funds at issue to the Authority. If an audit identifies any questioned costs in connection with the project, the Contractor shall forward to the Authority copies of schedules of findings and questioned costs, accompanied by a check made payable to the Authority in an amount equal to the funds which the Contractor received under this Agreement that are deemed a disallowed reimbursement through the audit.

7. **Reports.** The Contractor shall promptly submit any reports prescribed by this Agreement to **[INSERT THE AUTHORITY'S DESIGNATED PROJECT REPRESENTATIVE]**. Such reports shall include but not be limited to: progress reports, a report of all receipts, expenditures, project activities and accomplishments, including a comparison of the final budget to the approved Project Budget – Exhibit \_\_\_\_ attached and incorporated into this Agreement, and supporting documentation for claimed reimbursements. The Authority shall prescribe the requisite form and content of reports and shall designate the dates on which the reports are to be submitted by the Contractor and subcontractor.

Before the occurrence of the project completion date prescribed in Section 2 of this Agreement, the Contractor shall submit to the Authority both a project completion report

and a proper final claim for expenditure reimbursement, which shall be supported by documentation of the expenditures claimed.

In addition to the project completion report and other submissions, the Contractor shall submit to the Authority a quarterly progress report in the form and containing the completion material prescribed by the Authority for that project period for each quarter this Agreement is in effect. If required, quarterly reports shall be submitted not later than as outlined in the Performance Schedule – Exhibit \_\_\_\_ attached and incorporated into this Agreement.

8. **Nondiscrimination.** In accordance with Acts No. 220 and 453 of the Public Acts of 1976, as amended, the Contractor 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.
9. **Failure to Perform.** In the event the Contractor fails to perform services required under this Agreement or performs services in an improper manner, the parties 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 agree that in the event of the Contractor's failure to perform services required 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 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.
10. **Assigned Personnel.** The Contractor hereby represents that the personnel it will assign to perform the services under this Agreement 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 Agreement. The Contractor shall immediately notify the Authority's Project Representative of any change in personnel performing services under this Agreement and obtain the Authority's approval of all staffing changes affecting this Agreement.
11. **Project Representatives.** The Contractor designates the following individual as project representative for all matters concerning this Agreement:

**Name**  
**Company**  
**Address**  
**City, State Zip**  
**Telephone Number**

**Fax Number**  
**Email Address**

The Authority designates the following individual as project representative to be the initial point of contact for all matters concerning this Agreement:

**Jane Doe**

**Michigan State Housing Development Authority**  
**735 E. Michigan Avenue**  
**Lansing, MI 48912**  
**(T): (517) xxx-xxxx**  
**(Fax): (517) xxx-xxxx**  
**E-mail: xxxxxxxx@michigan.gov**

Except for changes to the performance schedule (not including the project's completion date), the designated project representatives shall have no authority to make promises or binding obligations either for the Authority or the Contractor, as such authority rests with the duly authorized persons executing this Agreement on behalf of the respective parties.

**12. 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 D 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 \*\*\*\*--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 D, which is the Certificate Verifying Key Persons of the Contractor or a subcontractor, if applicable ("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 (or subcontractor) 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. (See Section 12 of this Agreement.)
- d. 2007 PA 95, MCL 38.68c. The Contractor and its employees, agents, and independent contractors acknowledge 2007 PA 95, MCL 38.68c, as amended, requires retirees of the State Employees Retirement System (i.e., former state employees who have pensions with the State of Michigan) ("Pensioned Retirees") who become employed by 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. **EFFECTIVE OCTOBER 2, 2010, "EMPLOYED BY THE STATE" INCLUDES**

ENGAGEMENTS OF PENSIONED RETIREES AS INDEPENDENT CONTRACTORS. PENSIONED RETIREES WHO PROVIDE OR RENDER SERVICES UNDER THIS AGREEMENT AS KEY PERSONS MUST FORFEIT THEIR PENSIONS DURING THE TERM OF THIS AGREEMENT IF THE PENSIONED RETIREE (A) IS EMPLOYED BY THE STATE, (B) IS EMPLOYED BY THE CONTRACTOR, (C) HOLDS AN OWNERSHIP INTEREST IN THE CONTRACTOR, (D) IS A SUBCONTRACTOR OF THE CONTRACTOR, OR (D) IS AN EMPLOYEE OF A SUBCONTRACTOR.

THE CONTRACTOR ACKNOWLEDGES AND AGREES TO SECURE THE AUTHORITY'S PRIOR WRITTEN CONSENT BEFORE RETAINING, EMPLOYING OR SUBCONTRACTING WITH A PENSIONED RETIREE TO PERFORM SERVICES UNDER THIS AGREEMENT. RETAINING, EMPLOYING OR SUBCONTRACTING WITH A PENSIONED RETIREE TO PERFORM SERVICES UNDER THIS AGREEMENT WITHOUT THE AUTHORITY'S PRIOR WRITTEN CONSENT SHALL BE (A) A MATERIAL BREACH OF THIS AGREEMENT AND (B) GROUNDS FOR THE AUTHORITY TO TERMINATE THIS AGREEMENT AND PROVIDE NOTICE TO THE OFFICE OF RETIREMENT SERVICES THAT THE RETIREE HAS RECEIVED PENSION PAYMENTS AND PAYMENTS DIRECTLY OR INDIRECTLY THROUGH THIS AGREEMENT.

IF THE CONTRACTOR EMPLOYS OR RETAINS A PENSIONED RETIREE AS A KEY PERSON OR SUBCONTRACTS WITH A PENSIONED RETIREE, THE CONTRACTOR MUST SUBMIT A COPY OF THE PENSIONED RETIREE'S DIRECTIONS TO THE OFFICE OF RETIREMENT SERVICES ("ORS") TO WITHHOLD THE RETIREE'S PENSION PAYMENTS DURING THE TERM OF THIS AGREEMENT.

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 FOR THE FORFEITURE OF THE RETIREE'S PENSION PAYMENTS DURING OR AFTER THE TERM OF THIS AGREEMENT. THE CONTRACTOR AND PENSIONED RETIREE ACKNOWLEDGE THAT THE AUTHORITY HAS NO RESPONSIBILITY TO CONFIRM WHETHER THE ORS HAS OR WILL FORFEIT THE RETIREE'S PENSION.

13. **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 of the Contractor's interests, or its officers' and employees' interests, 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, or subcontractors and their employees, members, shareholders and agents, 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.

In addition, every official, officer, agent, consultant, or employee of the Authority who

exercises or has exercised any functions or responsibilities with respect to this Agreement or who is in a position to gain information not generally available to the general public with regard to this Agreement or who is authorized in an official capacity to negotiate, make, approve, or to take part in decisions regarding a subgrant, contract, subcontract, or other agreement in connection with this Agreement or its project shall be prohibited from having any apparent or real financial or personal interest or benefit in such grants, contracts, and agreements. No member, officer, or employee of the Authority, , shall have any interest in this Agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity.

14. **Prohibited Methods and Procedures.**

The Contractor and its agents, subcontractors, employees, and representatives, in the course of the performance of services under this Agreement, shall not specify, recommend, use, or permit the use of any system, method, plan, design, process, procedure, patent, or copyright which, if used, infringes upon a proprietary interest or necessitates the payment of any royalty, fee, or commission. No copyrighted images will be reproduced in whole or in part without first obtaining permission of the copyright owner who will then be granted credit for those works in keeping with academic scholarly practice, including citing in accordance with academic convention. Permission to use copyrighted materials shall be documented and provided to the Authority in the final nomination as specified in Exhibit C – Performance Schedule attached and incorporated into this Agreement.

The Contractor shall not use or permit the solicitation for or securing of any agreement or employment in connection with this Agreement upon an agreement or arrangement for payment, either directly or indirectly, of a commission, percentage, brokerage, or contingent fee.

**[OPTIONAL]** If Federal funds are used to pay the Contractor under this Agreement, no part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. 18 USC §1913.

15. **Participation in Other Authority Programs.** With the exception of providing services to the Authority as described in Exhibit A of this Agreement, neither the Contractor nor the Contractor's employees, agents, officers, directors, shareholders or members will participate in Authority housing programs 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.

16. **Indemnity and Non-Limitation.** The Contractor agrees to defend, indemnify and hold

harmless the Authority from any claims, damages or expenses, including reasonable attorneys' fees, arising or alleged to arise in whole or in part from damage or injury caused by or resulting from any action or inaction of the Contractor, its agents or employees, or sustained in connection with the violation of any law, statute, ordinance or regulation by the Contractor, its agents or employees, or sustained in connection with the performance of this Agreement by the Contractor, its agents or employees, or sustained as a result of any breach of this Agreement by Contractor.

In any and all claims against the Authority or any of its officers, agents, or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation in the amount or type of damages, compensation, or benefits payable by or for the Contractor or by or for any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

**17. Nonassignability and Delegation.**

- a. The Contractor shall not assign or otherwise transfer any interest in this Agreement or in the project in any manner not provided for in this Agreement.
- b. The Contractor shall not delegate any duties or obligations under this Agreement to a subcontractor or independent contractor unless the Authority's Director of Legal Affairs has given written consent to the delegation. When submitting the request to subcontract, the contractor shall include the following information about the subcontractor:
  - i. Name of Subcontracting Firm;
  - ii. Work that will be subcontracted;
  - iii. Names of individuals who will perform the subcontracted work; and
  - iv. List any and all Authority programs through which the subcontractor or the subcontractor's employees, officers, directors, members, shareholders or officeholders participate.
- c. In the event the Contractor retains a subcontractor in accordance with Section 17b above, the Contractor shall insert into each subcontract executed in connection with this Agreement appropriate and enforceable provisions requiring compliance with this Agreement by the subcontractor and the persons acting for it. Throughout the performance of any subcontracts, the Contractor shall monitor and verify the compliance of all subcontractors and persons acting for them and shall immediately take any affirmative or remedial measures prescribed by the Authority or otherwise deemed necessary in the opinion of the Contractor for enforcing compliance under such subcontracts.
- d. Delegation of duties or obligations under this Agreement to a subcontractor or independent contractor without the prior written consent of the Authority shall be a material breach of this Agreement. In the event a subcontractor is approved by the Authority's Director of Legal Affairs, the Key Persons for the Contractor shall be subject to the requirements set forth in Section 10 (Employees of Contractor or Key Persons) of this Agreement, including, but not limited to, the restrictions on pension payments if a pensioned retiree is a Key Person of the subcontractor or an independent contractor retained by the Contractor. SUBCONTRACTING

WORK TO BE PERFORMED UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF AN AUTHORIZED OFFICER OF THE AUTHORITY SHALL BE A MATERIAL BREACH OF THIS AGREEMENT.

18. **Suspension and Debarment.** Pursuant to 1980 PA 278; MCL 423.322 *et seq.*, the Contractor, in performing this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name has been listed in the register maintained by the state of Michigan, Department of Licensing and Regulatory Affairs, of employees who have been found in contempt of court by a federal court of appeals, on not less than three occasions involving different violations during the preceding seven years, for failing to correct an unfair labor practice as prohibited by Section 8 of chapter 372 of the National Labor Relations Act, 29 USC §158. The Authority may void this Agreement if the name of the Contractor or the name of a subcontractor, manufacturer, or supplier sued by the Contractor in performing this Agreement subsequently appears in the register during the period of this Agreement.

The Contractor certifies, by signing this Agreement, that it possesses business integrity and that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in grants or contracts by any federal, state, or local department or agency.

The suspension of the Contractor by the State of Michigan, an agency of the state or a department of the Federal Government shall be, at the option of the Authority, a material breach and grounds for the immediate termination of this Agreement.

19. **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.

20. **Copyright, Ownership of Documents, Reports and Other Products.** All documents, reports and any other products delivered to the Authority under this Agreement shall become and be the property of the Authority. The Authority shall hold a copyright on all materials or products produced under this Agreement. The Contractor may retain the

right to use the research and writing developed under this Agreement for future projects and publications with full credit given to the Authority.

21. **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.
22. **Modifications.** The Authority or the Contractor may request modification of the scope of work, products, budget, or project work schedule to be performed by the Contractor. Modifications shall comport with the intent and purpose of this Agreement and shall be consistent with applicable state and federal regulations, limitations, guidelines, policies, and interpretations prescribed by the Authority pursuant to law. All requests for modification shall be submitted in written form by the duly authorized representative, as specified in Section 9, of the party requesting modification prior to modification implementation. Failure to obtain prior approval will result in the disallowance of expenditures.

No verbal representation, understanding, agreement, or interpretation of any officer, agent, employee of the Authority or Contractor, either before or after execution of this Agreement, shall modify any of the terms of this Agreement, unless such representation, understanding, agreement, or interpretation is expressly stated in this Agreement or an amendment to this Agreement.

23. **[OPTIONAL]Withholding of Funds, Suspension, and Agreement Termination.** When the Contractor has materially failed to comply with this Agreement's stipulations, terms, standards, or conditions, the Authority may suspend the grant, terminate the grant for cause, or take such other remedies as may be legally available and appropriate under the circumstances. The approval of this Agreement and any subsequent payments made under this Agreement will not prevent the Authority from withholding funds because of the Contractor's failure to observe applicable Federal or State requirements.
  - a. Withholding of Payments. The Authority may withhold payments otherwise due to the Contractor if the Contractor has failed to comply with the Agreement's reporting requirements, program objectives, or Agreement award conditions. A written advance notification will be sent by the Authority to the Contractor to identify the deficiency and to express the intent to withhold future payments if the deficiency is not corrected by a specific date. If the deficiency is not corrected promptly, the Authority will notify the Contractor by letter that payments will not be made until the deficiency is corrected. When the deficiency is fully corrected, payments will be released. Continued noncompliance or the Contractor's failure to act may result in suspension or termination. (Under grant suspensions or terminations, not only are payments withheld, but no additional costs, or only very limited additional costs, may be authorized by the Authority to be incurred by the Contractor.)
  - b. Suspension. Suspension is action taken by the Authority, which temporarily withdraws or limits the Contractor's authority to use the Agreement pending

corrective action by the Contractor as specified by the Authority or pending a decision by the Authority to terminate the Agreement.

- i. Notification. When the Contractor has materially failed to comply with the terms and conditions of the Agreement, the Authority may suspend the Agreement, in whole or in part, after giving the Contractor reasonable notice (usually 30 calendar days) and opportunity to show cause why the Agreement should not be suspended. The notice of the suspension will detail the reasons for the suspension, any corrective action required by the Contractor, and the effective date of the suspension. The suspension may be made effective without previous notice in an emergency situation such as when a delayed effective date would unreasonably impair the Authority's responsibility to protect the Federal Government's interest.
  - ii. Commitments. No commitments of funds incurred by the Contractor during the period of the suspension will be allowed under the suspended Agreement, unless the Authority expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Contractor could not reasonably avoid during the suspension period will be allowed if they result from charges properly incurred by the Contractor before the effective date of the suspension and not in anticipation of suspension or termination.
  - iii. Adjustments to payments. Appropriate adjustments to payments issued after the effective date of suspension will be made either by withholding the payments or by not allowing the Contractor credit for disbursements made in payment of unauthorized costs incurred during the suspension period.
  - iv. Suspension period. Suspension will remain in effect until the Contractor has taken corrective action to the approval of the Authority or has given written evidence satisfactory to the Authority that corrective action will be taken, or until the Authority terminates the Agreement.
- c. Termination. Termination is the cancellation of this Agreement, in whole or in part, at any time prior to the date of completion.
- i. Termination for cause. The Authority may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the terms and conditions of this Agreement. The Authority will promptly notify the Contractor in writing of the termination and the reasons for the termination, together with the effective date. Payments made to the Contractor or recoveries by the Authority under this Agreement when it is terminated for cause will be in accordance with the legal rights and liabilities of the parties.
  - ii. Termination for convenience. The Authority or the Contractor may terminate this Agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. An

amendment of the terms of this Agreement is required for all terminations for convenience.

- iii. Termination by Contractor. At any time prior to the first payment on the Agreement, the Contractor may, with written notification to the Authority, unilaterally cancel this Agreement. Once initiated, no product or services financed with Authority assistance shall be terminated by the Contractor prior to satisfactory completion without approval of the Authority. After the first payment, the product or services may be terminated, modified, or amended by the Contractor only by mutual agreement of the Authority and the Contractor. Termination requests prior to completion of the product or services must fully explain the reasons for the action and detail the proposed disposition of the uncompleted product or services.
- iv. Commitments. If this Agreement is terminated, the Contractor will not incur new obligations for the terminated portion after the effective termination date. The Contractor will cancel as many outstanding obligations as possible. Costs incurred after the effective date of the termination will be disallowed. In the event of termination, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor under this Agreement prior to the effective date of termination shall become the property of the Authority. However, the Contractor will be entitled to retain copies.

The Contractor, in the event of termination under this provision, is entitled to receive reimbursement for Products and Services satisfactorily performed under this Agreement prior to the effective date of such termination.

Notwithstanding the foregoing, the Contractor shall not be relieved of its liability to the Authority for the damages sustained by the Authority as the result of any breach of this Agreement until the Authority so releases the Contractor and has determined for the purpose of set-off the exact amount of damages due the Authority.

24. **Termination of Agreement for Unavailability of Authority or Federal Funds.** It is the intent and understanding of both parties that this Agreement is contingent upon the availability of Authority or federal funds or the receipt by the Authority of federal funds. If Authority funds or federal funds approved or obligated by the Authority in connection with this Agreement are at any time rendered unavailable, the Authority shall then have the right to terminate this Agreement by the giving of a written notice, the basis, and the effective date of the termination to the Contractor. Should this Agreement be terminated by reason of the unavailability of Authority or federal funds for the purposes of this Agreement, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor under this Agreement prior to the effective date of the termination shall be delivered in a format specified by the Authority.

In the event of termination under this section for lack of Authority or federal funds, the Contractor shall be entitled to receive payment for Products and Services incurred under this Agreement prior to the effective date of termination.

25. **Separability of Provisions.** It is declared to be the intent of the parties that if any provision of this Agreement or its application to any persons or circumstances is adjudged

by any court of competent jurisdiction to be invalid, the court's judgment shall not affect or invalidate the remainder of this Agreement nor its application to other persons or circumstances, unless so provided by the court or unless the severance of the invalid provision alters the basic intent or purpose of this Agreement, would cause an increase of the Authority 's financial obligation, or renders impossible the compliance with any applicable statute, regulation, limitation, guideline, policy.

26. **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. All records pertinent to this Agreement are subject to public disclosure under the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* The Contractor shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.

**The Remainder of this Page 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: \_\_\_\_\_

**Executive Director  
Michigan State Housing Development Authority**

Date: \_\_\_\_\_

By: \_\_\_\_\_

**Name  
Title  
Company**

SAMPLE  
CONTRACT

**CONTRACT NO. 12-XX**

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES WITH  
POTENTIAL CONTRACTOR, LLC.**

**SCOPE OF WORK – EXHIBIT A**

SAMPLE  
CONTRACT

**CONTRACT NO. 12-XX**



**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
REQUEST FOR PROPOSAL**

**EXHIBIT \_\_\_\_\_**

**CERTIFICATE VERIFYING KEY PERSONS**

**See appended document titled**

**CERTIFICATE      VERIFYING      KEY      PERSONS      OF      THE  
CONTRACTOR/SUBGRANTEE**

**CERTIFICATE VERIFYING KEY PERSONS OF THE CONTRACTOR/SUBGRANTEE**

The Contractor/Subgrantee acknowledges that the following personnel are Key Persons of the Contractor/Subgrantee in accordance with Section VIII of the Request for Proposal:

(1) Name \_\_\_\_\_  
*(Print or type Name above line)*

Title with Contractor/Subgrantee \_\_\_\_\_

**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/Subgrantee \_\_\_\_\_

**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/Subgrantee \_\_\_\_\_

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

Print or Type Contractor/Subgrantee Name Above Line

By: \_\_\_\_\_ Date \_\_\_\_\_  
Signature Date

Name of Signatory for Contractor/Subgrantee: \_\_\_\_\_  
*Print/Type Name of Signatory Above Line*

Its: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_