

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSALS

DATE OF ISSUE: October 20, 2011

TO: Potential Providers of Services

RE: Request for Proposals to Retain Assistance in Low Income
Housing Tax Credit Policy Development

I. Services Sought by Authority:

The Michigan State Housing Development Authority ("Authority") is seeking an individual or firm to provide technical assistance and consultation related to the development of its Qualified Allocation Plan ("QAP") and the administration of the Low Income Housing Tax Credit ("LIHTC") program.

A detailed description of the work is described in the Scope of Work, which is attached as Exhibit A to this Request for Proposals.

II. Required Qualifications:

The selected contractor must be an industry expert and have practical experience in the areas of housing policy and QAP development, real estate, and syndication transactions as they specifically relate to the Low Income Housing Tax Credit program. As such, the selected contractor must have a demonstrated ability to provide specific and accurate advice relating to Section 42 of the Internal Revenue Code (and any relating procedures), have demonstrated experience in the process of drafting and adopting a QAP, as well as have a broad and specific knowledge of industry trends, best practices, and legislative history to offer advice and suggestions where there is an absence of formal written guidance.

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

- A.** Have experience providing the services described in the Scope of Work or similar services. At a minimum the Prospective Contractor, must have the following:

- Practical experience working with or advising LIHTC programs administered by State HFA
- Experience advising State Housing Authorities on Public Policy Matters
- Experience gathering and interpreting significant amounts of data from various sources and presenting in clear fashion
- Industry knowledge or expertise with LIHTC
- Experience advising or participating in QAP Development Process
- Adequacy of personnel necessary to perform services
- National Perspective on LIHTC Program
- Knowledge of Federal Housing Programs used in conjunction with the LIHTC Program

B. Have the following certifications

- Juris Doctorate;
- Masters in Business Administration; or
- Equivalent experience

C. Have phone, internet, and e-mail access. Internet and e-mail access must be adequate enough to allow Prospective Contractor to download and upload data and files and receive files and attachments from Authority staff.

D. Agree to satisfy the following requirements prior to the execution of the contract with the Authority:

1. Indemnify, defend and hold harmless the Authority, its Board, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
 - a. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from (1) the services provided ("Services") or (2) performance of the Services, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Agreement. .
 - b. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from a breach by the Contractor of any

representation or warranty made by the Contractor in the Agreement;

- c. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
- d. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the Authority;
- e. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.
- f. any action or proceeding threatened or brought against the Authority to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States.

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

- a. Errors and Omissions Insurance for \$1,000,000 for each occurrence and \$1,000,000 annual aggregate.

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

III. Submitting Proposal:

Firms wishing to submit proposals must submit one (1) original and three (3) copies of a proposal to provide the services described in Exhibit A (Scope of Work). Submitted proposals must respond to and address the questions listed in Exhibit B (Proposal Instructions and Selection Criteria).

The due date for the Authority's receipt of the proposals responding to this Request for Proposal ("RFP") is **October 28, 2011** at 5:00 p.m.

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

IV. Communications with Authority Staff Prior to Selection of Proposal

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

Andrew Martin
MSHDA
735 East Michigan Ave.
PO Box 30044
Lansing, Michigan 48909

E-mail: martina4@michigan.gov
Fax: (517) 241- 8471

To ensure a fair and impartial process, Authority staff will not address non-written questions concerning the RFP. Phone calls involving the RFP or related questions will not be accepted. Firms submitting bids shall not contact any Authority staff or Board members except Andrew Martin—all communications with Andrew Martin must be received in writing by October 24, 2011.

MSHDA will answer appropriate questions received in a timely manner (e.g., information not covered/answered in the RFP, interpretation issues, etc.) by email to all Providers on or before October 26, 2011. MSHDA will hold no other question sessions or bidders conferences.

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

V. Selection of Proposal:

The Authority's Office of Rental Development – Low Income Housing Tax Credit Allocation unit ("LIHTC unit") will select the proposal based on Selection Criteria, which is set forth in Exhibit B (Proposal Instruction and Selection Criteria).

VI. Processing Required Forms & Contract Execution:

The required forms will be submitted to Civil Service for approval, **prior** to Board approval. Contracts that equal or exceed \$25,000 must be Board approved. Thereafter, a contract will be forwarded to the firm ("Selected Firm") that submitted the selected proposal with instructions to execute and return three copies. Upon receiving the executed copies, the Office of Legal Affairs will submit the executed copies to a duly authorized Authority signatory for execution on behalf of the Authority.

VII. Michigan Freedom of Information Act

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

VIII. RESTRICTIONS ON PAYMENTS TO PENSIONED RETIREES

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.