

REQUEST FOR PROPOSALS

MICHIGAN STRATEGIC FUND

**Muskegon County African American Civil Rights
Historic Resource Survey and Public Education Project**

RFP-CASE-320115

REMINDER

Please check your proposal to make sure you have included all of the specifications in the Request for Proposals. In addition, please submit an electronic version of each of the following:

- Technical Proposals (Section ii-A);
- Price Proposal (Section II-B);
- Signed Independent Price Determination Certificate (Attachment B); and
- Conflicts of Interest Disclosure (if applicable) (Section II-G).

BIDDERS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: “RFP-CASE-320115 Technical Proposal” and “RFP-CASE-320115 Price Proposal” with *Company Name*, and “message 1 of 3” as appropriate if the bid consists of multiple emails.

The Michigan Strategic Fund (the “MSF”) will not respond to telephone inquiries, or visitation by bidders or their representatives. Bidder’s sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.

Contract Services
Michigan Strategic Fund
300 North Washington Square, 3rd Floor
Lansing, Michigan 48913
contractsandgrants@michigan.org

IMPORTANT DUE DATES

- **February 19, 2021, at 3:00 p.m.:** Questions from potential bidders are due via email to contractsandgrants@michigan.org. Please note: The MSF will not respond to questions that are not received by the above date and time. In addition, questions that are phoned, faxed or sent through regular mail will not be accepted.
- **February 23, 2021 at 9:00 a.m.:** A pre-bid meeting will be held via Microsoft Teams and is required for all bidders. You can join the meeting on your computer by clicking here: [Click here to join the meeting](#)
- **March 1, 2021, by close of business:** Responses to all qualifying questions will be posted on the MSF’s website, <https://www.michiganbusiness.org/public-notice-rfps/>
- **March 10, 2021, at 3:00 p.m.:** Electronic versions sent separately of each of your Technical Proposal and Price Proposals due to the MSF via email to contractsandgrants@michigan.org. **Proposals will not be accepted via U.S. Mail or any other delivery method.**

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REQUEST FOR PROPOSAL
Muskegon County African American Civil Rights
Historic Resource Survey and Public Education Project
RFP-CASE-320115

This Request for Proposals (the “RFP”) is issued by the Michigan Strategic Fund (the “MSF”), Contract Services unit (the “CS”). CS is the sole point of contact with regard to all bidding and contractual matters relating to the services described in this RFP. CS is the only office authorized to change, modify, amend, alter, clarify, etc. the specifications, terms and conditions of this RFP and any contract(s) awarded as a result of this RFP (the “Contract”). CS will remain the SOLE POINT OF CONTACT throughout the bidding process. ***The MSF will not respond to telephone inquiries, or visitation by bidders or their representatives. bidder's sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.***

Contract Services
Michigan Strategic Fund
300 North Washington Square
Lansing, Michigan 48913
contractsandgrants@michigan.org

SECTION I STATEMENT OF WORK

A) PURPOSE

The MSF is seeking a contractor (the “Contractor”) to conduct a survey and inventory of historic resources associated with 20th Century African American Civil Rights movement (the “Survey”) in Muskegon County, Michigan (the “County”). The Survey is funded through a 2019 grant from the National Park Service (“NPS”) African American Civil Rights of the 20th Century grant program. The contractor will develop a comprehensive historic context for the 20th Century African American Civil Rights movement in the County, as well as identify, research, and evaluate associated historic properties. The contractor will utilize the National Historic Landmark theme study, *Civil Rights in America*, and the National Register of Historic Places *Criteria for Evaluation*. Additionally, the Contractor will work with the NPS and State Historic Preservation Office (“SHPO”) staff to prepare an Intensive-Level Historic Resource Survey Report (the “Survey Report”) that includes the historic context, historic narrative, identification forms, and maps of those historic resources identified in the Survey.

B) BACKGROUND STATEMENT AND OBJECTIVES

Background: The County has seen minimal historic resource surveys in the previous few decades, with existing inventory primarily concentrated on existing historic districts or resources related to the lumbering era and European settlement. Presently, there are no resources within the County listed in the National Register of Historic Places that are reflective of African American history, and there has been no substantive effort to identify and document places of importance from a professional preservation standard.

Many in the County have worked hard over the past decade to begin telling the stories of the African American families who migrated to the area in the mid-20th century, but much of the built environment that would contribute to this story is underrecognized or has been demolished. In recent years, projects including documentaries and art-based events have worked to document this history. The Coalition for Community Development, the Muskegon Area Intermediate School District, and a project advisory committee (collectively, the “Advisory Committee”) have been working on a project titled, “Who Gets to Tell the Story Matters – Year 1”. This project group collaborated with the National Association for the Advancement of Colored People (“NAACP”) Muskegon Chapter and the Lakeshore Museum Center to develop outreach kits for use in local schools for students in kindergarten through grade twelve (collectively, the “Outreach”). The SHPO seeks to use the results of the Survey to assist the local communities with adding an additional layer to the Outreach. Based on the results of the Survey, the Contractor will be charged with the creation of survey-themed elements to supplement the outreach kits to be used for K-12 students in the County. The survey themed elements will be developed in consultation with the SHPO and NPS.

Objectives:

This Contract must be completed by December 30, 2022 (the “End Date”)

The Contractor shall:

- Develop all applicable historic contexts related to the 20th Century African American Civil Rights Movement in the County.
- Conduct the Survey in accordance with the terms of this RFP, the Contract and the Manual (as defined below).
- Create a survey-themed element for inclusion in the outreach kits.

C) QUALIFICATIONS

Principal Investigator must meet the 36CFR61 *Secretary of the Interior's Professional Qualifications* for Historian and Architectural Historian. The Principal Investigator must be in direct supervision of the Survey, and a complete description of their role in the Survey must be included in the proposal.

D) SCOPE OF SERVICES AND DELIVERABLES

SCOPE OF SERVICES

Conduct the Survey

Upon completion of the Survey, prepare the Survey Report following the guidelines established in the *Michigan Above Ground Survey Manual (2018)* (the "Manual"). The Survey Report must also conform to the 2018 Michigan State Historic Preservation Office Style Guide found at www.michigan.gov/shpo. (The report format must include at a minimum the sections outlined in the manual and must also be developed in consultation with the NPS and SHPO staff). The Survey Report is document will incorporate the historic context, narrative, and identification forms into one comprehensive report.

The SHPO anticipates the Survey will identify a minimum of 50, and a maximum of 150 historic resources. These resources will be identified during the course of the Survey, researched and written about in the historic context, and narrative. The Contractor will work with the Advisory Committee to create a list of potential resources in the County.

Research Notes

Provide copies of all source materials used in preparation of the Survey Report, including but not limited to, books, newspapers, historical maps, historical photographs, journals, letters, interviews, etc. It is preferred that research notes are submitted as digital files. Research notes must be grouped by source type (i.e., photographs, newspapers, maps, photographs, etc.). For each source type, a naming convention should be developed in consultation with the SHPO.

Research Methods

Undertake primary and secondary research and write historic contexts and identify areas and periods of significance in accordance with National Register Bulletin 16A, *How to Complete the National Register Registration Form*, the Secretary of the Interior's Standards for Identification, and the Secretary of the Interior's Standards for Evaluation. Research must include a variety of source materials as listed in the Manual and must include early maps, directories, tax assessor records, and collections available at local repositories.

Progress Reports

Over the course of the Survey timeline, the Contractor will submit quarterly progress reports to the SHPO using the form provided by the SHPO. Quarterly progress reports will be due by January 15th, April 15th, July 15th, and September 15th during each year of the project reporting period, as defined in the quarterly progress report form provided by SHPO.

DELIVERABLES

Deliverable #1 – Outline of the Survey Report. Prepare and submit a Survey Report table of contents and an outline of the information intended for inclusion in the historic context of the Survey Report to the SHPO and NPS. The outline should be detailed, though it does not need to be written in narrative form (e.g., standard Word outline template). The outline should establish themes and topics while providing enough information for SHPO staff to understand the basic methodology and plan for laying out the Survey Report.

Deliverable #2 – First Draft of Survey Report (75% complete). Prepare and submit to the SHPO and NPS a first draft of the Survey Report Historic Context (75% complete). This deliverable should concentrate on the Narrative and Historic Context portions of the Survey Report. No identification forms will be submitted with this draft, the Contractor will continue to gather information on relevant resources while completing the research and writing of the context.

Deliverable #3 – Second Draft of Survey Report (95% complete). Prepare and submit to the SHPO and NPS a revised draft of the Survey Report (95% complete). This version must address all additional research requested and comments received from the SHPO and NPS. All components of the Survey Report must be included with this submission.

Deliverable #4 – Final Survey Report (100% complete). This is the final submission package for the Survey Report that will be provided immediately following approval by the SHPO and NPS. All parts of the Survey Report, in both electronic and bound paper format, must be submitted, along with all additional products, including final locational maps, identification forms, photographs, etc. Deliverable #4 must also include all research notes.

Deliverable #5 - Project Completion Report

The Contractor will provide a brief professional quality report that includes the following:

- A title sheet identifying the Survey, contract number, and name and address of the selected contractor;
- The names and titles/responsibilities of the project manager and persons working on the project, including any subcontractors;
- The budget for the Survey; and
- A written narrative summary of the Survey and its outcome including an outline of the methodology used (as compared with that initially proposed), evaluation of the Survey results, and a summary of what worked and what the selected contractor would do differently the next time the selected contractor undertakes a project of this nature. Two copies of the project completion report shall be submitted to the SHPO that includes: (1) one printed copy and (2) one digital version of the report in Microsoft Word .doc or .docx.

Deliverable Format

- All survey materials must be submitted in Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), or Microsoft PowerPoint (.ppt or .pptx) format, and as ESRI shapefiles, as applicable.

- Two bound hard copies of the Final Survey Report are required for the final report submission. Bindings for the hard copy of the report must be either comb or spiral bound; the report should have a cardstock front and back cover and look professional in appearance.
- One final electronic Survey Report must be submitted in a complete PDF document along with all components and individual Word documents.

Meetings

Project Kick-off Meeting:

The Contractor shall meet with SHPO staff to affirm project goals, timelines and methodology. This meeting may be held virtually or in person. The format of this meeting shall be discussed with and approved by SHPO staff prior to meeting coordination.

Community Engagement Meeting(s):

- a. The Contractor shall hold a meeting in the County along with the SHPO and any potential project partners to be identified at the beginning of the Survey to acquaint public officials and the general public with the Survey goals. The format of this meeting shall be discussed with and approved by SHPO staff prior to meeting coordination. The purpose of this meeting will be to answer questions about the research and survey process and to solicit information. During this meeting, an advisory committee will be formed of interested local historians and citizens (the "Advisory Committee"). The Advisory Committee will assist the Contractor with the identification of resources and the best way to engage the local community.

The Contractor will work with the Advisory Committee as necessary to complete the scope of service; however, the contractor alone shall be responsible for the successful completion of all work products.

- b. Hold a meeting in the County to present the findings of the Survey after the final deliverables are approved by the SHPO and NPS. The format of this meeting shall be discussed with and approved by SHPO staff prior to meeting coordination.

Review Meeting(s)

Meetings, as needed and conducted virtually, with the SHPO and Project Partners until the End Date. The Contractor may assume a maximum of five meetings.

As needed after submission of Survey Report Deliverables #1 and #2, meet with SHPO staff and NPS to discuss comments and make needed adjustments related to, for example, writing style, additional research, and development of historic context(s).

Contract Closeout Meeting:

The Contractor will meet with SHPO staff to review the Survey and discuss lessons learned.

E) FEDERAL ACKNOWLEDGEMENT AND COPYRIGHT

Federal Acknowledgement: The Muskegon County African American Civil Rights Historic Resource Survey and Public Education Project is being supported in part by an African American Civil Rights of the 20th Century grant from the Historic Preservation Fund administered by the National Park Service, Department of the Interior.

This material was produced with assistance from the African American Civil Rights of the 20th Century grant, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government. Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so any materials produced under this grant. All photos included as part of the interim and final reporting, and deliverables/publication will be considered released to the NPS for future official use. Photographer, date and caption should be identified on each photo, so NPS may provide proper credit for use.

SECTION II PROPOSAL FORMAT

To be considered, each bidder must submit a COMPLETE proposal in response to this RFP using the format outlined below. There should be no attachments, enclosures, or exhibits other than those required in the RFP or considered by the bidder to be essential to a complete understanding of the proposal. Each section of the proposal should be clearly identified with appropriate headings:

A) TECHNICAL PROPOSAL

1. Business Organization and History – State the full name, address, and phone and web address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated. If appropriate, the proposal must state whether the organization is licensed to operate in the State of Michigan.
2. Statement of the Problem – State in succinct terms your understanding of the problem(s) presented by this RFP.
3. Narrative – Include a narrative summary description of the proposed effort and of the services(s)/products(s) that will be delivered if any proposed deviations to the project must be justified in detail. Include a summary of the proposed method for identifying resources for surveys as well as research methods proposed. Include the proposed creative element for inclusion in the outreach kits.
4. Survey Timeline – Provide a detailed proposed timeline per task for completing the Survey.
5. Prior Experience – Describe the prior experience of your organization which you consider relevant to the successful accomplishment of the Survey defined in this RFP. Include sufficient detail to demonstrate the relevance of such experience, specifically address prior experience and qualifications in primary and secondary source research, context development, and community outreach. Please note if your firm has prior experience or familiarity in the geographic area and/or with similar resource types. Proposals should include, in this Section, at least (3) project references of relevant experience to include project descriptions, costs, and starting and completion dates of projects successfully completed; also include the name, address, e-mail address, and phone number of the responsible official of the client organization who may be contacted.

Include at least one (1) work sample of a relevant architectural survey and architectural and historical evaluations involving the National Register Criteria as well as samples of historic context statements especially those pertaining to Civil Rights.

The MSF may evaluate the bidder's prior performance with the MSF, and prior performance information may be a factor in the award decision.

6. Project Staffing – The bidder must be able to staff a project team that possesses talent and expertise in the field of the requirements of this RFP. Additionally, the bidder must (1) Identify

a Principal Investigator and staff assigned by name and title and outline their primary responsibilities and include biographies, experience, and any other appropriate information regarding the work team's qualification for this initiative, (2) Indicate staff turnover rates, (3) Show where the project team will be physically located during the time they are engaged in the work, (4) Indicate which of these individuals you consider key to the successful completion of the work, and (5) Indicate the amount of dedicated management time for the bidder's Project Manager and other key individuals. The proposal should sufficiently demonstrate the team's ability to successfully complete the Survey on time, within budget, and in accordance with all requirements of this RFP, the Contract and the Manual.

Resumes for all key project staff must be included. Resumes for the principal investigator must demonstrate that they meet 36 CFR Part 61 Professional Qualifications in History and Architectural History.

Do not include any financials for the contemplated work within the Technical Proposal.

Please Note: The SHPO further reserves the right to interview the key personnel assigned by the Contractor to this project and to recommend reassignment of personnel deemed unsatisfactory.

7. Subcontractors – Bidder shall list all subcontractors that will be engaged to accomplish the Survey described in this RFP and include (1) the firm name and address, contact person and complete description of work to be subcontracted, and (2) provide descriptive information concerning subcontractor's organization and abilities. Also, the information provided in response to A-5, above, should include detailed information about each potential subcontractor.

8. Bidder's Authorized Expediter – Include the name and telephone number of person(s) in your organization authorized to expedite any proposed contract with the MSF.

9. References, Additional Information and Comments – Include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

B) PRICE PROPOSAL

Provide the cost/rate/price information for all firms/persons named in your Price Proposal to demonstrate the reasonableness of your Price Proposal. Attach a schedule of all expenses covering each of the services and activities identified in your proposal and include a total "not to exceed" fee proposal. Price Proposal must be broken down by Deliverables (see Section D. Scope of Services and Deliverables) and include a price per property for the Intensive-Level Survey.

The MSF is exempt from federal excise tax, and state and local sales taxes. The Price Proposal should not include taxes.

THE PRICE PROPOSAL MUST BE IDENTIFIED AND SENT SEPARATELY FROM THE TECHNICAL PORTION OF YOUR PROPOSAL ACCORDING TO THE INSTRUCTIONS OF THIS RFP. Separately sealed price proposals will remain sealed until the Joint Evaluation Committee (the "JEC") has completed evaluation of the technical proposals.

Bidders Please Note: Rates quoted in response to this RFP are firm for the duration of the Contract; no price increase will be permitted.

C) PROPOSAL SUBMITTAL

Submit separately marked electronic versions of each of your Technical Proposal and Price Proposal to the MSF via email to contractsandgrants@michigan.org not later than **3:00 p.m. on March 10, 2021**. The MSF has no obligation to consider any proposal that is not timely received. **Proposals will not be accepted via U.S. Mail or any other delivery method.**

BIDDERS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: "*RFP-CASE-320115 Technical Proposal*" and "*RFP-CASE-320115 Price Proposal*" with *Company Name*, and "*message 1 of 3*" as appropriate if the bid consists of multiple emails.

**SECTION III
RFP PROCESS AND TERMS AND CONDITIONS**

A) PRE-BID MEETING/QUESTIONS

A pre-bid meeting will be held via Microsoft Teams and is required for all bidders. SHPO Staff will provide additional insight into the outreach kit portion of the project as well as provide information regarding information regarding resources in the County that has been gathered thus far.

Questions from bidders concerning the specifications in this RFP must be received via e-mail no later than **3:00 pm on February 19, 2021**. Questions must be submitted to:

Contract Services
contractsandgrants@michigan.org

B) PROPOSALS

To be considered, bidders must submit a complete response to this RFP, using the format provided in Section II of this RFP, by **3:00 p.m. on March 10, 2021**. No other distribution of proposals is to be made by the bidder.

The Technical Proposal must be **signed physically or electronically** by an official of the bidder authorized to bind the bidder to its provisions. The proposal must include a statement as to the period during which it remains valid; this period must be at least ninety (90) days from March 10, 2021. The rates quoted in the Price Proposal must remain firm for the period indicated in Section II.

C) ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

D) SELECTION CRITERIA

Responses to this RFP will be evaluated based upon a three-step selection process. The proposal must address the requirements described in Section II of this RFP.

The first step is an evaluation of which proposals satisfactorily meet the requirements of this RFP as stated in Section II.

1) Step I – Initial evaluation for compliance

a) *Proposal Content* – Contract Services will screen the proposals for technical compliance to include but not be limited to:

- Attendance at the required pre-bid meeting, via Microsoft Teams
- Timely submission of the proposal.
- Technical Proposal and Price Proposal clearly identified and sent separately.

- Proposal signed physically or electronically by an official of the bidder authorized to bind the bidder to its provisions.
- Proposals satisfy the form and content requirements of this RFP.

2) Step II – Criteria for Satisfactory Technical Proposals

- a.) During the second step of the selection process, proposals will be considered by the JEC comprised of individuals selected by the MSF and SHPO. Only those proposals that satisfy the requirements described in this RFP, as determined in the sole discretion of the JEC, will be considered for evaluation in Step II. The JEC reserves the right to request additional information from any bidder.
- b.) *Competence, Experience and Staffing Capacity* – The proposal should indicate the ability of the bidder to meet the requirements of this RFP, especially the time constraints and quality. The proposal should indicate the competence of the personnel whom the bidder intends to assign to the project, including education and experience, with particular reference to experience on projects similar to that described in this RFP and qualifications of bidder’s Principal Investigator and the Project Manager’s dedicated management time, as well as that of other key personnel working on this project.

		Weight
1.	Statement of Work	25
2.	Bidder Information	15
3.	Prior Historic Resource Survey Experience	25
4.	Staffing	20
5.	Experience with Development of Historic Contexts for African American Civil Rights	15
TOTAL		100

- c.) During the JEC’s review, bidders may be required to make oral presentations of their proposals to the JEC. These presentations provide an opportunity for the bidders to clarify their proposal. The MSF will schedule these presentations, if required by the JEC.
- d.) Only those proposals receiving a score of **80 points or more** in the technical proposal evaluation will have their pricing evaluated to be considered for award.

3) Step III – Criteria for Satisfactory Price Proposal

- a.) Based on its sole discretion, the MSF will award the Contract to a bidder whose proposal not only met the requirements this Section 3(D), but also provides the most value, quality, and the ability to meet the objectives of this RFP (the Best Value Awardee”).
- b.) The MSF reserves the right to consider economic impact on the State of Michigan when evaluating proposal pricing. This includes, but is not limited to: job creation, job retention, tax revenue implications, and other economic considerations.

- c.) The award recommendation will be made to the Best Value Awardee. Best value will be determined by the bidder meeting the minimum point threshold and offering the *best proposal that meets the objectives of the RFP*.
- d.) The MSF reserves the right to award the Contract to another Best Value Awardee in case the original awardee does not accept the award.
- e.) The MSF award recommendation must be reviewed and approved by the NPS prior to any formal award notification.

E) BIDDERS COSTS

The MSF is not liable for any costs incurred by any bidder prior to signing of the Contract by all parties.

F) TAXES

The MSF may refuse to award a Contract to any bidder who has failed to pay any applicable taxes or if the bidder has an outstanding debt to the State of Michigan or the MSF.

Except as otherwise disclosed in an exhibit to their proposal, bidder certifies that (1) all applicable taxes are paid and (2) the Bidder owes no outstanding debt to the State of Michigan or the MSF as of the date the bidder's proposal was submitted to the MSF..

G) CONFLICT OF INTEREST

The bidder must disclose, in an exhibit to their proposal, any possible conflicts of interest that may result from the award of the Contract or the services provided under the Contract.

Except as otherwise disclosed in the proposal, the bidder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the bidder, the bidder's project manager(s) or its family's business or financial interests ("Interests") and the services provided under the Contract. In the event of any change in either Interests or the services provided under the Contract, the bidder will inform the MSF regarding possible conflicts of interest which may arise as a result of such change and agrees that all conflicts shall be resolved to the MSF's satisfaction or the bidder may be disqualified from consideration under this RFP. As used in this Section, "conflict of interest" shall include, but not be limited to, the following:

- 1) Giving or offering a gratuity, kickback, money, gift, or anything of value to a MSF official, officer, or employee with the intent of receiving a Contract from the MSF or favorable treatment under a contract;
- 2) Having or acquiring at any point during the RFP process or during the term of the Contract, any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner or degree with bidder's performance of its duties and responsibilities to the MSF under the Contract or otherwise create the appearance of impropriety with respect to the award or performance of the Contract; or
- 3) Currently in possession of or accepting during the RFP process or the term of the Contract

anything of value based on an understanding that the actions of the bidder or its affiliates or Interests on behalf of the MSF will be influenced.

- 4) The SHPO is required to implement the federal conflict of interest policy for historic preservation activities. Generally speaking, this conflict of interest policy applies to any person who is paid in full or in part with Historic Preservation Fund (“HPF”) or matching share monies, or who donates time or provides in-kind services to the HPF program. For purposes of the policy, “person” is defined as and means: the State Historic Preservation Officer; staff member SHPO, including persons authorized to represent the SHPO or to perform in any official capacity for the SHPO; subgrantees and contractors paid in whole or part by HPF funds or whose time or salaries are used as allowable matching share; members of the State Historic Preservation Review Board and the Michigan Historical Commission; Certified Local Government Historic District Commission members, agents and staff; and the employees, agents, partners, associates, and family members of the persons listed above.

H) BREACH OF CONTRACT

Except as otherwise disclosed in an exhibit to bidder’s proposal, bidder is not in material default or breach of any contract or agreement that it may have with the State of Michigan or any of its departments, commissions, boards or agencies, or any other public body in the State of Michigan. Further, bidder represents and warrants that it has not been a party to any contract with the State of Michigan or any public body that was terminated within the previous five (5) years because the bidder failed to perform or otherwise breached an obligation of such contract.

I) DISCLOSURE OF LITIGATION

Except as otherwise disclosed in an exhibit to bidder’s proposal, there is no criminal litigation, investigations or proceedings involving the bidder (and each subcontractor, if subcontractors will be used to provide the goods/services requested under this RFP) or any of the bidder’s officers or directors or any litigation or proceedings under the Sarbanes-Oxley Act. In addition, bidders must disclose in the exhibit requested under this Section of the RFP any civil litigation, arbitration or proceeding to which the bidder (or, to the extent bidder is aware, any subcontractor) is a party and which involves: (1) disputes that might reasonably be expected to adversely affect the viability or financial stability of the bidder (or subcontractor); or (2) a claim or written allegation of fraud or breach of contract against bidder (or, to the extent bidder is aware, subcontractor), by a governmental or public entity arising out of their business dealings with governmental or public entities. Details of any settlements which bidder is prevented from disclosing under the terms of the settlement may be annotated as such. Bidders must also disclose any investigations by the Internal Revenue Service or any other federal or state taxing body or court.

J) FALSE INFORMATION

If the MSF determines that a bidder purposefully or willfully submitted false information in response to this RFP, that bidder will not be considered for an award and any resulting Contract that may have been executed may be terminated.

K) ADDITIONAL DISCLOSURE

All bidders should be aware that proposals submitted to the MSF in response to this RFP may be subject to disclosure under the provisions of Public Act 442 of 1976, as amended, known as the Freedom of Information Act ("FOIA"). Accordingly, confidential information should be excluded from bidders' proposals. Bidders, however, are encouraged to provide sufficient information to enable the MSF to determine the bidder's qualifications and to understand or identify areas where confidential information exists and could be provided. The FOIA also provides for the complete disclosure of the Contract and any attachments or exhibits thereto.

L) PRICES HELD FIRM

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in bidder's response to this RFP will be firm for the duration of the Contract. No price changes will be permitted. IN THE EVENT THAT PROPOSED CHANGES ARE NOT ACCEPTABLE TO THE MSF, THE CONTRACT SHALL BE TERMINATED AND THE MODIFIED CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING.

M) BEST AND FINAL OFFER

At any time during the evaluation process, the JEC may request a Best and Final Offer ("BAFO") from any bidder. This will be the final opportunity for a bidder to provide a revised proposal. The scope of the changes allowed in the BAFO will be published as part of the issuance of the BAFO request.

Bidders are cautioned to propose the best possible offer at the outset of the process, as there is no guarantee that any bidder will be allowed an opportunity to engage in pricing negotiations or requested to submit a BAFO.

N) CLARIFICATION/CHANGES IN THE RFP

Changes made to the RFP as the result of responses made to qualifying questions or concerns will be posted on <https://www.michiganbusiness.org/public-notices-rfps/>. Bidders are encouraged to regularly check this site for changes or other information related to the RFP.

O) ELECTRONIC BID RECEIPT

ELECTRONIC VERSIONS OF EACH OF YOUR TECHNICAL AND PRICE PROPOSALS SENT SEPARATELY MUST BE RECEIVED AND TIME-STAMPED BY THE MSF TO contractsandgrants@michigan.org, ON OR BEFORE **3:00 p.m. on March 10, 2021**. Bidders are responsible for timely submission of their proposal. THE MSF HAS NO OBLIGATION TO CONSIDER ANY PROPOSAL THAT IS NOT RECEIVED BY THE APPOINTED TIME.

P) RESERVATION OF MSF DISCRETION

Notwithstanding any other statement in this RFP, the MSF reserves the right to:

- 1) reject any and all proposals;
- 2) waive any errors or irregularities in the bidding process or in any proposal;
- 3) rebid the Survey;
- 4) negotiate with any bidder for a reduced price, or for an increased price to include any alternates that the bidder may propose;

- 5) reduce the scope of the Survey, and rebid or negotiate with any bidder regarding the revised Survey; or
- 6) defer or abandon the Survey.

The MSF's decision is final and not subject to appeal. Any attempt by a bidder, collaborating entity, or other party of interest to the project to influence the awards process, to appeal, and/or take any action, including, but not limited to, legal action, regarding the proposal or awards process in general may result in the applicant's disqualification and elimination from the award process.

Q) JURISDICTION

Any legal action arising from or concerning this RFP shall be brought in the Michigan Court of Claims or, as appropriate, the Ingham County Circuit Court in Ingham County, Michigan. Nothing in this RFP shall be construed to limit the rights and remedies of the MSF that are otherwise available.

R) ADDITIONAL CERTIFICATION

Pursuant to Public Act 517 of 2012, an Iran linked business is not eligible to submit a bid on a request for proposal, with a public entity.

Bidders must include the following certification in the technical proposal:

“Bidder certifies that it is not an Iran-linked business as defined in MCL 129.312.”

Failure to submit this certification will result in disqualification from consideration.

**SECTION IV
CONTRACTUAL TERMS AND CONDITIONS**

A) CONTRACT TERMS AND CONDITIONS

- 1) The Contract – The proposal selected will be subject to the terms and conditions of the MSF’s Professional Services Contract (the “Contract”) in substantially the same form as attached to this RFP as Attachment A. The MSF and NPS reserve the right to modify any provisions of the Contract.
- 2) Term of Work – It is estimated that the activities in the proposed Contract will cover the period April 5, 2021 through December 30, 2022. The MSF, in its sole discretion, may extend the Term and allocate additional resources, subject to available funding.
- 3) Modification of Service – The MSF and NPS reserve the right to modify the requested services during the course of the Contract. Such modifications must be made in writing and may include the addition or deletion of tasks or any other modifications deemed necessary. Any changes in pricing proposed by the bidder resulting from the requested changes are subject to acceptance by the MSF and NPS. Changes may be increases or decreases.

In the event changes are not acceptable to the MSF, the Contract shall be subject to competitive bidding based upon the new specifications.

- 4) Subcontracting – The MSF and NPS reserve the right to approve any subcontractors for the Contract and to require the bidder, upon award of the Contract, to replace subcontractors that the MSF finds to be unacceptable.
- 5) Award of Contract – The MSF and NPS reserve the right to award all or any part of this RFP and, based on what is in the best interest of the MSF, the MSF will award the Contract considering price, value and quality of the bids.

B) CONTRACTOR RESPONSIBILITIES

The selected bidder will be required to assume responsibility for all contractual activities offered in this RFP whether or not the bidder performs them. Further, the MSF will consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

C) ACCEPTANCE OF PROPOSAL CONTENT

If awarded a Contract, the contents of this RFP will become contractual obligations. The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

- 1) This RFP (including subsequent written clarification provided in response to questions raised by email) and any Addenda thereto; and

2) Final executed Contract.

In the event of any discrepancies between the above documents, the final executed Contract shall control. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

D) PROJECT CONTROL AND REPORTS

1) Project Control

- a) The selected bidder (the “Contractor”) will carry out the Survey under the direction and control of the SHPO.
- b) The MSF will appoint a Contract Manager for this project. Although there will be continuous liaison with the Contractor team, the Contract Manager will meet with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.
- c) The Contractor will submit quarterly progress reports using the form provided by the SHPO. Quarterly progress reports shall be due by January 15th, April 15th, July 15th and September 15th during of each year until the End Date. The quarterly progress reports outline (1) the work accomplished, (2) the ; work to be accomplished during the subsequent reporting period; (3) any Problems, real or anticipated should be brought to the attention of the Contract Manager and (4) notification of any significant deviation from previously agreed upon work plans.
- d) Within five (5) business days of the execution of the Contract, the Contractor will submit a work plan to the Contract Manager for final approval. This work plan must be in agreement with Section III-A of this RFP as proposed by the Contractor and accepted by the MSF for contract, and must include the following:
 - (i) The Contractor's project organizational structure.
 - (ii) The Contractor's staffing table with names and titles of personnel assigned to the project, and personnel meeting the 36 CFR Part 61 Professional Qualifications. This must be in agreement with staffing of the accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the MSF.
 - (iii) The Survey breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
 - (iv) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the Contractors work plan.

ATTACHMENT A

PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS

The Michigan Strategic Fund (the "MSF") enters into a binding agreement for professional services (the "Agreement") with CONTRACTOR (the "Contractor"). The MSF and Contractor shall sometimes be referred in this Agreement individually as a "Party" or collectively as "Parties."

Contractor: Name
 Address
 Address

I. NATURE OF SERVICES

Contracts and Grants to fill in a description of the Nature of Services based upon the information in the CASE.

II. PERFORMANCE SCHEDULE

Starting Date: MONTH XX, 20XX

Ending Date: MONTH XX, 20XX

The term of this Agreement (the "Term") shall begin on the Starting Date and end on the Ending Date, unless terminated earlier, as permitted under Section V(J) of this Agreement.

III. COMPENSATION INFORMATION

- A) The MSF agrees to pay Contractor an amount not to exceed XXX Dollars (\$XXX) during the Term. An initial payment in the amount of XXX Dollars (\$XXX) shall be made by the *** to the Contractor within thirty days of the execution of this Agreement by both Parties (the "Initial Payment"). This amount includes all embedded expenses.

- B) Subsequent payment(s) Payment under this Agreement shall be made by the MSF to Contractor upon receipt and approval by the Contract Manager, as identified in Section IV, of Contractor's billing statement(s) stating that the work for which payment is requested has been appropriately performed. Contractor shall provide Contractor's billing statement(s) to Contract Manager or at Contract Manager's direction on a monthly basis. Contract Manager shall provide Contractor with appropriate submission instructions of Contractor's billing statement(s).

- C) All billing statement(s) must reflect actual work done. The specific details of billing statement(s) and payments will be agreed upon between the Contract Manager and the Contractor after the Agreement has been signed and accepted by both the Contractor and the MSF.

- D) Public Act 533 of 2004 requires that payments under this Agreement be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
- E) Changes in the budget will be allowed only upon prior review and written approval by the Contract Manager.
- F) Contractor's billing statement(s) may be subject to a final audit prior to the release of final payment.

IV. MSF CONTRACT MANAGER

The Contractor should communicate with the following SHPO representative or designee regarding this Agreement:

Katie Kolokithas
State Historic Preservation Office
300 North Washington Square
Lansing, Michigan 48913
KolokithasK1@michigan.gov

V. TERMS AND CONDITIONS

A) Contractor Duties

Contractor agrees to undertake, perform, and complete the services described in Exhibit A, which is incorporated herein by reference. In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.

B) Independent Contractor

Contractor will act as an independent contractor under this Agreement, and neither Contractor nor any employee or agent or contract personnel of Contractor is, or shall be deemed to be, an employee of the MSF due to this Agreement and the relationship between Contractor and MSF. In its capacity as an independent contractor, Contractor agrees to and represents the following:

- 1) Contractor will provide the services under this Agreement free from the direction or control of the MSF as to means, manners, and methods of performance;
- 2) Contractor has the right, and does fully intend, to perform services for third parties during the Term;
- 3) Contractor acknowledges that any work product developed by Contractor in performance of this Agreement shall be the sole property of the MSF and the MSF shall have the right to copyright or otherwise protect its rights in and ownership of the work product;
- 4) The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel, and the MSF shall not hire, supervise, or pay any assistants to help Contractor;

- 5) Neither Contractor nor Contractor's employees or contract personnel shall receive any training from the MSF in the professional skills necessary to perform the services required by this Agreement;
- 6) Neither Contractor nor Contractor's employees or contract personnel shall be required by the MSF to devote full time to the performance of the services required by this Agreement; and
- 7) Contractor does not receive the majority of its annual compensation from the MSF.

The Parties acknowledge and agree that the MSF is entering into this Agreement with reliance on the representations made by Contractor relative to its independent contractor status.

C) Permits and Licenses

Contractor declares that Contractor has complied with all federal, state and local laws requiring any business permits, certificates or licenses required to carry out the services to be performed under this Agreement, and Contractor will maintain those permits, certificates, and/or licenses throughout the Term.

D) Materials

Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

E) State and Federal Taxes

The MSF will not:

- 1) Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; or
- 2) Make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state, federal, or local income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including, but not limited to, all applicable income taxes. If requested by the MSF, Contractor shall provide proof that such payments have been made.

F) Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the MSF.

G) Workers' Compensation

The MSF shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor shall cover those employees with workers' compensation

insurance and shall maintain such insurance during the Term. The MSF may, in its discretion, require Contractor to provide evidence of such coverage.

H) **Unemployment Compensation**

The MSF shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by the MSF under this Agreement.

I) **Access to Records**

During the Term, and for seven (7) years after the End Date, Contractor shall maintain reasonable records, including evidence that the requested services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MSF or their authorized representative at any time during this period.

J) **Termination**

Either Party may terminate its obligations under this Agreement by giving the other Party thirty (30) calendar days prior written notice of such termination.

The MSF may immediately terminate this Agreement upon written notice to Contractor if Contractor materially breaches its obligations under this Agreement or engages in any conduct which the MSF, in its sole discretion, determines has or could have an adverse impact on the State of Michigan's (the "State") or the MSF's reputation or interests. In addition, the MSF may immediately terminate this Agreement upon written notice to Contractor, without further liability to the MSF or the State, its departments, agencies, and employees, if Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense relating to a State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense that, in the sole discretion of the MSF, reflects on Contractor's business integrity.

Contractor acknowledges that MSF's performance of its payment obligation is dependent upon the continued approval of funding and/or the MSF's continued receipt of State funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, including the MSF:

- (i) takes any action which fails to provide, terminates or reduces the funding that is related to the source of funding for this Agreement; or

- (ii) takes any action that is unrelated to the source of funding for this Agreement, but affects the MSF's ability to perform obligations under this Agreement, the MSF may terminate this Agreement by providing thirty (30) calendar days notice prior to the effective date of cancellation. In the event, however, that the action of the State Legislature, the State of Michigan or MSF results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of notice to the Contractor. In the event of immediate termination of funding, the MSF will make payment through the effective date of termination for any undisputed services rendered and expenses incurred.

The MSF shall have no obligation to Contractor for any fees or other payments incurred in connection with this Agreement after the effective date of termination. Upon termination, all work product prepared or produced by Contractor pursuant to this Agreement shall be immediately delivered to the MSF. Payment for any undisputed services rendered and expenses incurred through the effective date of termination will then promptly be made by the MSF. Any Initial Payment made to the Contractor is subject to reimbursement in an amount determined by the Contract Manager in the event the Contractor terminates the Agreement prior to the Ending Date.

K) MSF Employees

Contractor will not hire any employee of the MSF to perform any services covered by this Agreement without prior written approval from the President of the MSF.

L) Confidential Information

Except as required by law, Contractor shall not use or disclose, either before, during or after the Term, any proprietary or confidential information, including, but not limited to, applications, business bids, business plans, economic development analyses, computer programs, databases and all materials furnished to Contractor by the MSF (collectively, "Confidential Information") without the prior written consent of the MSF, except to the extent necessary to perform services on the MSF's behalf. Confidential Information does not include:

- (i) information obtained by Contractor from third party sources;
- (ii) that is already in the possession of, or is independently developed by, Contractor;
- (iii) that becomes publicly available other than through breach of this subsection; or
- (iv) is released with the prior written consent of the governmental entity or entities that provided the Confidential Information to Contractor.

Contractor acknowledges that all information provided by the MSF in connection with Contractor's duties under this Agreement shall be treated as Confidential Information unless otherwise stated in this subsection.

M) Conflict of Interest

Except as has been disclosed to the MSF, Contractor affirms that neither the Contractor nor its affiliates or their employees has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with Contractor's

performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement. Generally speaking, this conflict of interest policy applies to any person who is paid in full or in part with Historic Preservation Fund (“HPF”) or matching share (“state”) monies, or who donates time or provides in-kind services to the HPF program. For purposes of the policy, “person” is defined as and means: the State Historic Preservation Officer; staff member of the State Historic Preservation Office (“SHPO”), including persons authorized to represent the SHPO or to perform in any official capacity for the SHPO; subgrantees and contractors paid in whole or part by HPF funds or whose time or salaries are used as allowable matching share; members of the State Historic Preservation Review Board and the Michigan Historical Commission; Certified Local Government Historic District Commission members, agents and staff; and the employees, agents, partners, associates, and family members of the persons listed above.

Contractor further affirms that neither Contractor nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or its affiliates or either’s employees on behalf of the MSF would be influenced. Contractor shall not attempt to influence any or MSF employee by the direct or indirect offer of anything of value. Contractor also affirms that neither Contractor nor its affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or its affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of a change in either the interests or services under this Agreement, Contractor will inform the MSF regarding possible conflicts of interest that may arise as a result of such change. Contractor agrees that conflicts of interest shall be resolved to the MSF’s satisfaction or the MSF may terminate this Agreement. As used in this subsection, “conflict of interest” shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

N) Representations of Contractor

Contractor affirms to the best of its knowledge that it or its owners:

- 1) do not have any criminal convictions;
- 2) are not subjects of any pending criminal investigation;
- 3) are not subjects of any past, present or pending investigations by the Internal Revenue Service or any other federal, state, local taxing authority, or court;
- 4) are not subjects of any past, pending or present litigation regarding its conduct; and
- 5) are not in material default or breach of any contract or agreement that it may have with the State of Michigan, the MSF or any other public body.

Contractor further represents and warrants that it has not been a party to any contract with the State, the MSF or other public body that was terminated within the previous five (5) years due to the Contractor's failure to perform or otherwise breached an obligation of such contract.

O) **State of Michigan Competitors**

Any information or knowledge Contractor gains during the course of this Agreement concerning the economic development efforts of the State of Michigan, the MSF or the business conditions or business community in State of Michigan shall not be disclosed to any public or private party, sovereign authority or foreign government, during the Term and for a period of two (2) years after the later of the End Date, the effective date of termination of this Agreement or so long as any information remains confidential pursuant to any contract, law, treaty, resolution or other enforceable promise.

P) **Irreparable Injury**

Contractor acknowledges that if it breaches any of its obligations under subsections L or O, it will cause damages of an irreparable and continuing nature to the MSF, for which money damages alone will not provide adequate relief. Therefore, in addition to all appropriate monetary damages, the MSF is entitled to obtain injunctive relief, including, but not limited to, a temporary restraining order to prohibit the Contractor's continuing breach. The MSF shall have the right to obtain such relief without having to post any bond or other surety.

Q) **Indemnification and Contractor Liability Insurance**

Contractor shall indemnify, defend, and hold harmless the MSF, its Board and its employees (the "Indemnified Parties") from any and all liability arising out of or in any way related to Contractor's performance under this Agreement, including any liability resulting from any acts of Contractor's employees or agents.

Contractor shall purchase and maintain such insurance to protect the Indemnified Parties from claims that might arise out of or as a result of Contractor's operations. Contractor will provide and maintain its own errors and omissions liability insurance for Contractor's indemnification obligation under this Agreement. The insurance shall be written for not less than One Million Dollars (\$1,000,000) of coverage, but Contractor's indemnification obligation is not limited to this amount.

R) **Total Agreement**

This Agreement, together with Exhibit A, contains the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by written agreement signed by the Parties.

S) **Assignment/Transfer/Subcontracting**

Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MSF. Contractor agrees that any of Contractor's future successors or subcontractors will be bound by the provisions of this Agreement, unless the MSF otherwise agrees in a specific written consent. The MSF reserves the right to approve subcontractors for this Agreement and to require Contractor to replace subcontractors who are found to be unacceptable to the MSF.

T) **Non-Discrimination and Unfair Labor Practices**

In connection with this Agreement, Contractor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions, privileges of employment, or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, gender, height, weight, marital status, or physical or mental disability unrelated to the individual's ability to perform the duties of a particular job or position. Contractor further agrees that every subcontract entered into in connection with this Agreement will contain a provision requiring nondiscrimination in employment, as required in this Agreement, binding upon each subcontractor.

Pursuant to 1980 PA 278, State Contracts with Certain Employees Prohibited Act (the "Act"), MCL 423.321 *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled by the United States National Labor Relations Board. Contractor, in relation to this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears on this register. Pursuant to section 4 of the Act, the MSF may void this Agreement if, after the Starting Date, the name of the Contractor as an employer or the name of the subcontractor, manufacturer or supplier of Contractor appears on the register.

A breach of this subsection constitutes a material breach of this Agreement.

U) **Jurisdiction**

The laws of the State of Michigan shall govern this Agreement. The Parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. By signing this Agreement, Contractor acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Contractor resides, in or outside of the United States.

V) **Compliance with Laws**

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the services under this Agreement.

W) **No Partnership or Agency Relationship**

This Agreement does not create a partnership relationship. Further, neither Contractor nor Contractor's employees or other representatives shall hold themselves out to third parties as an agent or representative of the State of Michigan or the MSF nor shall they have any authority to take any action or enter into any agreement on behalf of the State of Michigan or the MSF.

X) **No Third Party Beneficiaries**

There are no expressed or implied third party beneficiaries to this Agreement.

Y) **Counterparts**

This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

Z) **Reimbursement**

If this Agreement is terminated as a result of the misuse of funds as reasonably determined by the MSF, MSF shall have no further obligation to make any payments to Contractor. Furthermore, Contractor shall reimburse MSF for payments which were expended for purposes other than those described in this Agreement, as well as any funds that were previously disbursed under this Agreement but not yet expended by Contractor.

AA) **Severability**

All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality or unenforceability.

BB) **Publicity**

At the request and expense of the MSF, the Contractor will cooperate with the MSF to promote the Scope of Work through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.

CC) **Survival**

The terms and conditions of sections III, V(B), V(E), V(F), V(G), V(H), V(I), V(L), V(O), V(P), V(Q), V(S), V(U), V(W), V(X), V(Z) and V(AA) shall survive termination of this Agreement.

The signatories below warrant that they are empowered to enter into this Agreement.

CONTRACTOR ACCEPTANCE:

CONTRACTOR

Dated: _____

By: Authorized Signer
Its: Title

MSF ACCEPTANCE:

Michigan Strategic Fund

Dated: _____

By: Valerie Hoag
Its: MSF Fund Manager

State Historic Preservation Office

Dated: _____

By: Martha MacFarlane-Faes
Its: Deputy State Historic Preservation Officer

ATTACHMENT B

**INDEPENDENT PRICE DETERMINATION AND
PRICES HELD FIRM CERTIFICATION**

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the Bidder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

1. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award directly or indirectly to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that she/he:

- A) Is the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to 1, 2, and 3 above; or
- B) Is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 1, 2, and 3 above.

A proposal will not be considered for award if this Attachment B has been altered so as to delete or modify 1 or 3, above. If 2, above, has been modified or deleted, the proposal will not be considered for award unless the Bidder provides, with this Attachment B, a signed statement which sets forth, in detail, the circumstances of the disclosure and the MSF determines that such disclosure was not made for the purpose of restricting competition.

PRICES HELD FIRM

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in bidder's response to this RFP will be firm for the duration of the Contract. No price changes will be permitted.

Signed _____

Date _____

ATTACHMENT C

U.S. Department of the Interior Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions – **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction: (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirement - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions

CHECK _____ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –Lower Tier Covered Transactions

CHECK _____ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ART C: Certification Regarding Drug-Free Workplace Requirements

CHECK _____ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL

Formate I. (Grantees Other Than Individuals)

The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Site of Performance (Street address, city, county, state, zip code)

Check _____ if there are workplaces on files that are not identified here.

ART D:

CHECK _____ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL

Formate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2011
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK _____ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT, SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK _____ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

DI-2011
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)