

**REQUEST FOR PROPOSALS**

**MICHIGAN STRATEGIC FUND**

The Architecture of Nathan Johnson  
Historic Resource Survey and Multiple Property Documentation Form

**RFP-CASE-00451313**

## **REMINDER**

Please check your proposal to make sure you have included all of the specifications in the Request for Proposals (the “RFP”). 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 and Prices Held Firm Certification (Attachment B); and
- Conflicts of Interest Disclosure (if applicable) (Section III-G).

**BIDDERS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL:** “*RFP-CASE-00451313 Technical Proposal*” and “*RFP-CASE-00451313 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. The 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  
[medcprocurementteam@michigan.org](mailto:medcprocurementteam@michigan.org)

## **IMPORTANT DUE DATES**

- **March 13, 2026, at 3:00 p.m. Eastern:** Questions from potential bidders are due via email to [medcprocurementteam@michigan.org](mailto:medcprocurementteam@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.
- **March 20, 2026 by close of business:** Responses to all qualifying questions will be posted on the MSF’s website, <https://www.michiganbusiness.org/00451313>.
- **March 27, 2026, at 3:00 p.m. Eastern:** Electronic versions, sent separately, of each bidder’s Technical Proposal and Price Proposal are due to the MSF via email to [medcprocurementteam@michigan.org](mailto:medcprocurementteam@michigan.org). **Proposals will not be accepted via U.S. Mail or any other delivery method.**

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**REQUEST FOR PROPOSAL**

The Architecture of Nathan Johnson  
Historic Resource Survey and National Register of Historic Places Documentation

**RFP-CASE-00451313**

This RFP is issued by the MSF, Contract Services unit (the "CS"). The CS is the sole point of contact with regard to all bidding and contractual matters relating to the services described in this RFP. The 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"). The 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. The 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  
[medcprocurementteam@michigan.org](mailto:medcprocurementteam@michigan.org)

## SECTION I STATEMENT OF WORK

### A) PURPOSE

The MSF, through the Michigan State Historic Preservation Office (the “SHPO”), is seeking a contractor (the “Contractor”) to (a) conduct an intensive-level historic resource survey (the “Survey”) of extant sites designed by Nathan Johnson as identified by research; (b) research and prepare a Historic Context Statement (the “Historic Context Statement”); (c) prepare a Multiple Property Documentation Form (the “MPDF”) for The Architecture of Nathan Johnson; and (d) prepare one (1) National Register of Historic Places (the “National Register”) nomination (the “Nomination,” and, together with the Survey, Historic Context Statement, and the MPDF, collectively the “Project”) for one (1) property, to be determined during the course of the Project by the Contractor, the SHPO, and other interested parties identified by the SHPO. The Project is funded through a 2024 National Park Service (the “NPS”) Underrepresented Communities grant (the “Grant”).

### B) BACKGROUND STATEMENT AND OBJECTIVES

**Background:** The Project is being undertaken to prepare a study on the work of Nathan Johnson (1926-2021), an important Detroit-based modernist architect. A graduate of Kansas State University, Nathan Johnson moved to Detroit in 1950 and worked in the offices of Donald White, Michigan’s first licensed Black architect, and Los Angeles-based Victor Gruen before starting his own firm in 1956 on West Grand Boulevard. Nathan Johnson first rose to prominence through his commissions for small Black congregations in Detroit, with his affinity for Modern design becoming a hallmark of his work. Into the 1960s, Nathan Johnson’s firm received increasingly larger commissions, including churches, offices, businesses, housing, and more. He also worked alongside the City of Detroit in various efforts, including being appointed as the Board of Education’s first Black architect in 1965 and being retained to design Detroit’s People Mover Stations in the 1970s. Through it all, Nathan Johnson was a proactive voice in helping to shape the mid-twentieth century landscape of the city and supported other Black professionals in the city, serving as a mentor for many minority architects of the period.

While Nathan Johnson was an accomplished architect who made significant contributions to southeast Michigan’s built environment and impacted the lives of many, his work has yet to be formally documented from a historic preservation perspective. The SHPO hopes that the Project, through its various components, will help to tell the story of Nathan Johnson’s work and his influence in the Detroit metropolitan area, as well as enhance public awareness and formally recognize Nathan Johnson’s important place in Michigan’s architectural history. For this Project, the SHPO is partnering with Noir Design Parti, a Detroit-based research institute whose mission is to document the contributions of Detroit’s Black architects in the city, who will serve as an advisor on the Project.

**Objectives:** The Contract must be completed by **March 1, 2029** (the “End Date”). There will be no opportunity for extensions as this End Date is necessary to meet the conditions of the Grant.

The Contractor will:

- Conduct a photographic inventory and complete intensive level identification forms (the “Identification Forms”) for no more than 100 extant resources
- Develop a Historic Context Statement on the life and work of Nathan Johnson
- Complete a Survey Report (the “Survey Report”) that incorporates the above information
- Prepare the MPDF for The Architecture of Nathan Johnson
- Prepare one (1) National Register Nomination for a site to be determined by the Contractor, the SHPO, and other interested parties identified by the SHPO

**C) QUALIFICATIONS**

The Contractor must meet the 36 C.F.R. § 61 *Secretary of the Interior’s Professional Qualifications* for Historian and/or Architectural Historian (the “Professional Qualifications”). The Contractor must be in direct supervision of the Project, and a complete description of their role in the Project must be included in the Proposal, as defined below.

**D) SCOPE OF SERVICES AND DELIVERABLES**

**SCOPE OF SERVICES**

The Contractor will develop a Work Plan that is in agreement with this Section I(D) and is further defined in Section IV(D)(1)(d)(i)-(iv) (the “Work Plan”).

**Historic Context and Survey**

The Contractor will undertake primary and secondary research and prepare a Historic Context Statement that identifies significant influences, people, events, and trends, as well as areas and periods of significance related to The Architecture of Nathan Johnson in accordance with the Secretary of the Interior’s *Standards and Guidelines for Archeology and Historic Preservation* (the “Standards and Guidelines”).

The Contractor will also conduct an intensive level survey in accordance with the *Michigan Above Ground Survey Manual* (the “Manual”) and prepare a Survey Report following the guidelines established in the Manual. No comprehensive catalog of Nathan Johnson’s work exists; however, Noir Design Parti has identified a tentative list of his known and suspected works. This list will be provided to the Contractor at the beginning of the Project as a starting point. However, the Contractor should not assume that this list is exhaustive and should include time to verify suspected works on the list as well as account for additional sites to potentially be discovered through research during the Project. The Contractor should assume that no more than 100 extant resources will be documented through the Survey and that most (> 90%) of these sites will be located in the Detroit metropolitan area. If more than 100 extant resources designed by Nathan Johnson are identified through research, the Contractor will work with the SHPO to determine which sites should be included in the Survey.

At a minimum, the Survey Report must include the sections outlined in Chapter 5 of the Manual and incorporate the historic context and a complete set of Identification Forms with photographs in one (1) comprehensive report. The Contractor will utilize the most up to date version of the identification form obtained from the SHPO. The Survey Report must also conform to the *Michigan State Historic Preservation Office Style Guide* (the “Style Guide”). Both the Manual

and Style Guide are found at <https://www.miplace.org/historic-preservation/research-resources/consultant-resources/>. In addition to the Survey Report, the Contractor must provide maps, GIS shapefiles for historic districts and GIS points for individual sites, and a Microsoft Excel spreadsheet of surveyed sites using a template to be provided by the SHPO.

The Contractor will prepare the Historic Context Statement as Volume 1 and the Survey Report as Volume 2 of the series.

### Research Methods

The historic context is expected to contain information on the life and work of Nathan Johnson, documenting his practice, architecture, and influence in southeast Michigan. This includes biographical information as well as discussion of his architectural influences, the evolution of his work, and his place amongst contemporaries. A list of properties attributed to Nathan Johnson should be included. The context should also include discussion of Nathan Johnson's social influence, particularly his role in supporting other emerging Black architects.

Research must include a variety of source materials as listed in the Manual, including standard references such as primary and secondary publications, maps, directories, newspaper articles, tax assessor records, and collections available at local repositories. The Contractor will need to plan for sufficient research time and associated travel expenses. The Contractor may also need to consult with experts in Michigan's African American history. To the extent feasible, SHPO and their advisors at Noir Design Parti will assist with providing contacts and resources. Interviews with contemporaries, family, or other associates of Nathan Johnson may also play an important role in understanding the history and significance of his work. The Contractor should plan to conduct no more than four (4) interviews as part of the research. For the purposes of the Project, the Contractor should assume that two (2) of these will be in person and that two (2) will be conducted remotely. Formal transcripts are not required; however, the Contractor must submit one (1) digital copy of each interview to the SHPO. The use of AI to transcribe meetings is prohibited.

The Historic Context Statement and Survey Report will serve as the basis for the preparation of the MPDF and the one (1) National Register Nomination.

### **Multiple Property Documentation Form**

#### Methods for Preparing the MPDF

The Contractor will undertake primary and secondary research, write historic contexts, and identify areas and periods of significance in compliance with NPS guidance, including but not limited to, the National Register Bulletins *How to Apply the National Register Criteria for Evaluation* ("Bulletin 15"), *How to Complete the National Register Multiple Property Documentation Form* ("Bulletin 16B"), and *Guidelines for Evaluating and Documenting Properties Associated with Significant Persons* ("Bulletin 32"). The MPDF will define and describe one or more relevant historic contexts; describe associated property types related to the historic contexts; and establish significance and integrity requirements (the "registration requirements") for nominating related properties to the National Register. The MPDF will include all identified associated historic contexts and property types. The Contractor will use the current version of NPS Form 10-900b to prepare the MPDF.

#### Prepare the MPDF

The National Register of Historic Places Multiple Property Documentation Form (NPS Form 10-

900b) (the “MPDF Form”) will be submitted to the SHPO in accordance with the terms of this RFP.

1. **Statement of Historic Contexts (Section E).** The Statement of Historic Contexts must conform to NPS guidance provided in Bulletin 15, Bulletin 16B, Bulletin 32, and other guidance, as applicable. The Contractor will complete this section based on published guidance from the NPS and identify appropriate historic contexts in consultation with the SHPO.

In consultation with the SHPO, relevant context themes will be identified and explored. These may include but are not limited to:

- a. Introduction
  - b. Early Years and Education
  - c. Architectural Training and Early Career
  - d. Nathan Johnson, Architect, 1956-
  - e. Nathan Johnson & Associates, 19xx-
  - f. Mentorship and Professional Impact
  - g. Personal Achievements
  - h. Comparative Analysis and Significance
2. **Associated Property Types (Section F).** The identification of Associated Property Types must conform to NPS guidance provided in Bulletin 15, Bulletin 16B, Bulletin 32, and other guidance, as applicable. Based on the information collected from the Survey, the Contractor must identify a set of property types that reflect the work and ideas of Nathan Johnson and that may be eligible for listing in the National Register. The property types may be organized by function (office building, religious building, residence, etc.), certain stylistic categories, period in which the building was constructed, or some other determinant that reflects the evolution of Nathan Johnson’s career and ideas about architecture. Each category must be described, and the characteristics of each category must be clear. If certain building types or categories are not eligible for listing in the National Register, the text should explain that.
    - a. **Registration Requirements.** As part of this section, the text must provide registration requirements for each property type that provide a framework for evaluating the relative significance of places associated with the historic contexts discussed in the MPDF. Each registration requirement must discuss specific physical characteristics, associative qualities, and aspects of integrity that must be embodied in a place for it to be eligible under the MPDF. The registration requirements must provide criteria for determining how well a property illustrates the particular property type and how embodies the associated historic context(s).
  3. **Major Bibliographical References (Section I).** A bibliography will be created to show works cited. Bibliographic entries will follow the *Chicago Manual of Style*.

## National Register Nomination

### Methods for Preparing the Nomination

One (1) National Register Nomination will be prepared for an individual building/resource to be selected during the Project. The site will be determined through discussion with the Contractor, the SHPO, Noir Design Parti, and an advisory group following the Survey. The site will be

selected based, in part, on Contractor recommendation, the information identified during the Survey, the ability of the property to serve as a model for future nominations under the MPDF, and owner interest. The Contractor will undertake primary and secondary research, summarize important, related aspects of the MPDF, write additional contextual information as necessary, draw connections to the contexts and themes presented in the MPDF, describe how the property meets the registration requirements found in the MPDF, and identify areas and periods of significance in compliance with NPS and SHPO guidance, including but not limited to, Bulletin 15, *How to Complete the National Register Registration Form* (“Bulletin 16A”), Bulletin 32, and *General Guidance and Requirements for National Register of Historic Places Nominations in Michigan* (the “General Guidance”)(<https://www.miplace.org/498e8a/globalassets/documents/shpo/programs-and-services/national-register-of-historic-places/guidance-and-instructions/shpo-general-guidance-and-requirements-for-nrhp-in-mi-final-web.pdf>).

### Prepare the Nomination

The National Register Registration Form (the “Registration Form”) will be submitted to the SHPO in accordance with the terms of this RFP.

**1. Narrative Description (Section 7).** Section 7 of the Registration Form (the “Narrative Description”) must conform to NPS and SHPO guidance provided in Bulletin 15, Bulletin 16A, Bulletin 32, the *General Guidance*, and other guidance, as applicable, and the Style Guide. The Narrative Description must contain, at a minimum, the following sections: Setting and Environment, Exterior, Interior, and Historic Integrity. The Contractor will complete each section based on published guidance from the NPS and the SHPO, and in consultation with the SHPO.

**a. Setting and Environment.** This section should describe the immediate and broader physical location of the selected property. This should describe the location (streets, city or township, county, and state) topography, vegetation, significant views and vistas, parks, open spaces, substantial parking lots, whether the selected property is in an urban or rural location, whether the selected site is in a commercial or residential location, etc. This section must also address how the selected property, as a whole, has changed over time.

**b. Exterior.** The description of the exterior must begin with a discussion of the general characteristics of the property, including its style, form, roof form, number of stories, and basic materials. The text must describe each elevation of the resource in a logical sequence, beginning with the primary elevation or façade and proceeding in a logical manner. Attention should be given to fenestration patterns, detailing, and other historic and character-defining features, and those features that contrast with the general characteristics of the selected site, as described in the Setting and Environment section. The text must also tie exterior features to important aspects of Nathan Johnson’s ideas about architecture.

**c. Interior.** The description of the interior must address the general arrangement of the building, including the layout and floorplan, general materials, character-defining features, and any major changes over time. The interior description must also address the primary entry sequence(s), circulation systems, important general spaces such as lobbies, offices, meeting rooms, lounges, and so forth. The text must identify important spaces within the building. The text must also tie

interior features to important aspects of Nathan Johnson's ideas about architecture.

**d. Outbuildings.** If significant outbuildings (e.g., garages, etc.) are present, they must be described as part of the Resource Inventory entry for the primary resource with which they are associated. Minor outbuildings (e.g., sheds, dog houses, etc.) do not require description, generally, but they should be noted as part of the overall property description.

**e. Historic Integrity.** The Historic Integrity section must describe how the selected property possesses historic integrity and continues to convey its historic significance(s), as described in the Narrative Statement of Significance (the "Statement of Significance") below. The discussion of integrity must address the National Register Criteria seven aspects of integrity (location, design, setting, materials, workmanship, feeling, and association), which aspects of integrity are more important to conveying the significance of the selected property, and which are less so. The Contractor must bear in mind that the condition of a property or resource is not a proxy for its integrity and does not necessarily reflect its significance. A property may suffer from deterioration or neglect, but still possess the ability to convey its significance. The same holds for individual resources within a property.

**2. Narrative Statement of Significance (Section 8).** Section 8 of the Registration Form (the "Statement of Significance") must conform to NPS and SHPO guidance provided in National Register Bulletin 15, Bulletin 16A, Bulletin 32, the *General Guidance and Requirements for National Register of Historic Places Nominations in Michigan* (<https://www.miplace.org/498e8a/globalassets/documents/shpo/programs-and-services/national-register-of-historic-places/guidance-and-instructions/shpo-general-guidance-and-requirements-for-nrhp-in-mi-final-web.pdf>), and other guidance, as applicable, and the Style Guide. The focus of the Statement of Significance must be the development of historic context(s) for the particular site (See Bulletin 15; Bulletin 16A, pages 47-51; Bulletin 16B, pages 11-13, and Bulletin 32). The Statement of Significance must develop a historic context or contexts that address and provide an argument for significance for each Criteria and Area of Significance selected, provide information about the general historical trends and patterns embodied in the site, connect the site to the context(s) discussed in the MPDF, and demonstrate how the property meets the applicable registration requirements provided in the MPDF developed concurrently as part of the Project.

**a. Current Photographs**

Good photographs are essential for this project. The selected Contractor should plan to photograph the selected site in advantageous conditions and ensure that all photographs are thoughtful and well-composed. The selected Contractor should also ensure that interior conditions are well-lit and capable of producing quality photographs.

Photographs must meet all requirements and specifications described in *Photograph Requirements for National Register Nominations in Michigan*, found on the SHPO website, here:

<https://www.miplace.org/4a7723/globalassets/documents/shpo/programs-and-services/national-register-of-historic-places/guidance-and-instructions/nr-photograph-specifications-for-national-register-nominations-in-michigan2.pdf>.

Among the requirements are a set of photographs that depict:

- i. All general areas within the selected site's boundaries;
- ii. Streetscapes, if applicable;
- iii. Views of the general setting in which the property is located;
- iv. Significant or character-defining views, especially those that are described in the narrative text;
- v. Primary or pivotal resources (buildings, sites, structures, objects, designed landscapes, etc.);
- vi. Significant topographical and landscape features that contribute to the character (as opposed to significance) of the district, especially if these are historic features and described in the narrative text;
- vii. Aerial (drone or otherwise) or oblique views are welcome, as available, but are not required; or
- viii. Other character-defining, atypical, or unusual features, especially if described in the narrative text.

Photographs must be referenced using an in-text citation when describing views or features of the selected property in the narrative portions of the Nomination that are illustrated by the set of Nomination photographs (e.g., "...hipped gable roof (Photo 0013).").

#### **b. Maps and Shapefiles**

##### Locational Maps

Provide two (2) locational maps that conform to the requirements described *Map Requirements for National Register Nominations in Michigan*, available on the SHPO website, here: <https://www.miplace.org/498d5f/globalassets/documents/shpo/programs-and-services/national-register-of-historic-places/guidance-and-instructions/nr-map-requirements-for-national-register-nominations-in-michigan.pdf>. All geographic coordinates must be in Latitude and Longitude decimal degree format to six decimal places. Do not submit Universal Transverse Mercator (UTM) references instead of or in addition to Latitude and Longitude coordinates. All maps must be submitted in JPG or PDF format. The SHPO will not accept paper maps. For complexes or districts, locational maps must also meet the following requirements:

- i. Delineate the property boundaries;
- ii. If the property boundaries are irregular, enclose the property in a visible polygon. Each vertex of the polygon must be labeled by sequential number, beginning in the northwest corner and moving clockwise. Each vertex will constitute one geographic reference point. Polygons should be kept as simple as possible (often a rectangle); and
- iii. When a polygon is used to enclose the property boundaries, the boundaries and the visible polygon must be differentiated by line marking or style. Color coding must not be used.

### Resource Map(s)

If the property consists of multiple resources, provide one (1) or more maps that identifies all contributing and noncontributing resources and important features. Resource maps must be reproducible in black and white. Color coding of resources must not be used. Resource counts and classifications must match the resource count in Section 5 of the Registration Form and the inventory in the Narrative Description in Section 7 of the Registration Form. The resource map must also include the resource boundary.

### Shapefiles

Shapefiles must be made for the survey and site data and provided to the SHPO at the conclusion of the Project. Below are the specifications for those shapefiles:

- i. Projection in NAD\_1983\_Michigan\_GeoRef\_Meters WKID (3078);
- ii. Submit districts as polygons in either shapefile or feature class format;
- iii. Submit individual buildings, objects, or structures as points in either shapefile or feature class format;
- iv. Provide corridor/area of survey specifications/create buffer with survey corridor if line; and
- v. Provide sites and surveys as separate layers.

#### **c. Photo Key**

Submit one (1) or more maps or line drawings, as necessary, that key all submitted and final photographs taken within the selected property. The photo key must identify the number of the photograph from the Photo Log in the Registration Form and include a directional marker indicating from which direction the photograph was taken.

#### **d. Notification List**

Provide one (1) list in Microsoft Excel to the SHPO that includes: the owner(s) of each resource in the selected resource, the chief elected official of the community in which the resource is located, and the chief elected official of the county in which the resource is located. The Microsoft Excel file must contain the following columns: Salutation, Owner First Name, Owner Last Name, Title, Organization, Street Number, Street, City, State, Zip Code. Do not include any other fields.

#### **e. Research Resources**

Provide the SHPO with one (1) copy of each source used in preparation of the Nomination, as available. Sources include, but are not limited to, books, book sections, newspapers, historical maps, historical photographs, journal articles, letters, interviews, etc. It is preferred that research notes be submitted as digital files, but paper copies will be accepted. Research notes must be grouped in a folder by source type (photographs, newspapers, maps, etc.). When interviews or oral histories are conducted and recorded, the Contractor must submit one (1) digital copy of each interview or oral history to the SHPO. For each source type, a naming convention should be developed in consultation with the SHPO at the kick-off meeting described below.

### SHPO and NPS Review

The SHPO, an advisory group selected by the SHPO including Noir Design Parti, and the NPS shall review the Deliverables, described below (the "Deliverables"), submitted by the Contractor.

The Contractor will submit the Deliverables to the SHPO, who will forward them to applicable parties selected by the SHPO for review. The Contractor is required to address all comments and revisions in the final documents. The Contractor's proposed Work Plan should allow for a minimum of thirty (30) days for review of each Deliverable submitted.

## **DELIVERABLES**

### **Deliverable #1: Preliminary Research Bibliography; Survey Report Outline; Survey Site Validation.**

**1a: Preliminary Research Bibliography.** Prepare and submit a preliminary research bibliography (the "Preliminary Bibliography") that identifies specific, intended research repositories, datasets, tools, and resources (books, journal articles, speeches, and other documents) that are likely to be used in the Project to the SHPO. It is expected that this will not be a complete or final list of resources, and that this Preliminary Bibliography will evolve as the Project progresses. The Preliminary Bibliography shall be formatted according to the *Chicago Manual of Style*. The Preliminary Bibliography shall be submitted in Microsoft Word DOC or DOCX format.

**1b: Survey Report Outline.** Prepare and submit an outline of the Survey Report (the "Survey Outline") using full sentences. The Survey Outline shall not be considered final and the organization of the Survey Report may change as it is prepared. The outline shall be submitted in Microsoft Word DOC or DOCX format.

**1c: Site Validation List.** Using information provided by the SHPO, Noir Design Parti, the advisory committee selected by the SHPO, and any necessary research, prepare and submit to the SHPO a list of validated sites designed by Nathan Johnson (or Nathan Johnson & Associates) (the "Site List"). The information provided on the Site List shall include: resource name, resource address, date of construction, and a note of whether the resource is extant, altered, or demolished. The Site List shall be submitted in Microsoft Excel XLS or XLSX format.

**Deliverable #2: First Draft of Survey Identification Forms.** Prepare and submit one (1) complete identification form for each extant resource surveyed. The forms shall be submitted in Microsoft DOC or DOCX format.

### **Deliverable #3: First Draft of Survey Report; Revised Survey Identification Forms; Historic Context Statement Outline; Multiple Property Documentation Form Outline.**

**3a: First Draft of Survey Report.** Prepare and submit a complete first draft of the Survey Report. All components of the Survey Report must be included with this submission. The Survey Report shall be submitted in Microsoft DOC or DOCX format.

**3b. Revised Survey Identification Forms.** Prepare and submit revised identification forms. The revised forms must address all additional research requested and comments received from the SHPO. The forms shall be submitted in Microsoft DOC or DOCX format.

**3c: Historic Context Statement Outline.** Prepare and submit an outline of the Historic Context Statement to the SHPO using full sentences. The "Context Outline" shall not be considered final and the organization of the Historic Context Statement may change as it is prepared. The Context Outline shall be submitted in Microsoft DOC or DOCX format.

**3d: Multiple Property Documentation Form Outline.** Prepare and submit an outline for the MPDF (the “MPDF Outline”) using full sentences. The outline shall address Section E. Statement of Historic Contexts and Section F. Associated Property Types of NPS 10-900b documentation form only. The MPDF Outline shall be submitted in Microsoft DOC or DOCX format.

**Deliverable #4: First Draft of Historic Context Statement; First Draft of Multiple Property Documentation Form; Final Draft of Survey Report.**

**4a: First Draft of Historic Context Statement.** Prepare and submit a complete first draft of the Historic Context Statement to the SHPO. The Historic Context Statement shall be submitted in Microsoft DOC or DOCX format.

**4b: First Draft of Multiple Property Documentation Form.** Using the Identification Forms, Survey Report, and Historic Context Statement as the basis (though not only sources) of information, prepare and submit a first draft of the MPDF (NPS Form 10-900b). The first draft should include identification of contexts and themes, and draft registration requirements for associated property types. The MPDF shall be submitted in Microsoft DOC or DOCX format.

**4c: Final Draft of Survey Report.** This is the final, completed version of the Survey Report. This draft shall address all additional research requested and/or comments received from the SHPO and the NPS. The Survey Report shall be submitted in both Microsoft DOC or DOCX format and PDF format. The PDF document should be submitted as a complete volume with report, maps, and identification forms in one document.

**Deliverable #5: Final Draft of Historic Context Statement; Revised MPDF; Nomination Outline.**

**5a: Final Draft of Historic Context Statement.** This is the final, completed version of the Historic Context Statement. This draft shall address all additional research requested and/or comments received from the SHPO and NPS. The Historic Context Statement shall be submitted in Microsoft DOC or DOCX format and PDF format.

**5b: Revised MPDF.** Prepare and submit a revised draft of the MPDF to the SHPO. This revised draft must address all questions, comments, edits, and additional research requested by the SHPO and the NPS. This draft must include all requested revisions to the MPDF, maps, and photographs, as necessary. The Contractor will continue to make revisions as determined necessary based on SHPO feedback for the presentation described under Deliverable #8 below. The MPDF shall be submitted in Microsoft Word DOC or DOCX format.

**5c. Nomination Outline.** Prepare and submit an outline for the Nomination (the “Nomination Outline”) using full sentences. The Nomination Outline shall address the Narrative Description and the Narrative Statement of Significance only. The Nomination Outline shall be submitted in Microsoft Word DOC or DOCX format.

**Deliverable #6: First Draft of National Register Nomination.** Using the MPDF as the basis (though not sole source) of information, prepare and submit to the SHPO a first draft of the

Nomination, which includes a completed NPS 10-900 Registration Form (“Registration Form”), a set of maps, and a set of photographs. The Registration Form shall be submitted in Microsoft Word DOC or DOCX format. The set of maps shall meet the requirements described in *Map Requirements for National Register Nominations in Michigan*. The set of photographs shall meet the requirements described in *Photograph Requirements for National Register Nominations in Michigan*.

#### **Deliverable #7: Revised Draft of National Register Nomination and Research Notes.**

**7a: Revised Nomination Draft.** Prepare and submit a revised draft of the Nomination to the SHPO. This revised draft must address all questions, comments, edits, and additional research requested by the SHPO and the NPS. This draft must include all requested revisions to the Registration Form, maps, photographs, and photo key, as necessary. The Contractor will continue to make revisions as determined necessary based on SHPO feedback for the presentation described under Deliverable #8, below. The revised Nomination shall be submitted in Microsoft Word DOC or DOCX format.

**7b: Research Notes.** The Contractor will provide copies of all significant source materials used in preparation of the Project including but not limited to information from 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, etc.). For each source type, a naming convention should be developed in consultation with the SHPO.

#### **Deliverable # 8: Presentations of the MPDF and the Nomination to the State Historic Preservation Review Board (the “SHPRB”).**

##### **8a: The MPDF presentation will consist of:**

1. Create and submit to the SHPO one (1) Microsoft PowerPoint file in PPT or PPTX format that:
  - a. Includes one (1) title slide that states the full name of the property as stated in the MPDF, the presentation date, and the presenter’s name and organization;
  - b. Includes one (1) or more maps that depict the location of potential resources that may be listed under the MPDF;
  - c. Includes a selection of photographs that adequately portray the contexts, themes, and identified property types as described in the documentation form. The presentation should include photographs from the survey;
  - d. Is free of any formatting such as photograph text labels, background designs, etc.;
  - e. Is limited to one image or map per slide; and
  - f. Includes images that, to the extent possible, fill the entirety of the slide.
2. Present the MPDF to the SHPRB using the above PowerPoint file at its first regularly scheduled meeting held after the MPDF and Nomination have been completed and accepted by the SHPO, but no later than the September 2028 SHPRB meeting. SHPRB meetings are typically held in February, May, and September. The presentation of the MPDF to the SHPRB is limited to seven (7) minutes. As such, it is preferable to limit the number of slides in each presentation to no more than fifteen (15).

**8b: The Nomination presentation will consist of:**

1. Create and submit to the SHPO one (1) Microsoft PowerPoint file in PPT or PPTX format that:
  - a. Includes one (1) title slide that states the name of the historic property, the city, and the county in which the historic property is located, and the presenter's name;
  - b. Includes one (1) or more maps that depict the historic property in its geographic setting;
  - c. Includes enough photographs to adequately portray the important physical characteristics, historic integrity, and historic significance of the historic property. This may include all final Nomination photographs, or a selection of the same;
  - d. Is free of any formatting such as photograph text labels, background designs, etc.;
  - e. Is limited to one image or map per slide; and
  - f. Includes images that, to the extent possible, fill the entirety of the slide.
2. Present the Nomination to the SHPRB using the above PowerPoint file at its first regularly scheduled meeting held after the MPDF and Nomination have been completed and accepted by the SHPO, but no later than the September 2028 SHPRB meeting. SHPRB meetings are typically held in February, May, and September. The presentation to the SHPRB is limited to seven (7) minutes. As such, it is preferable to limit the number of slides in each presentation to no more than ten (10).

**Special Note for Deliverable #8:** If the selected site to be nominated is located within the City of Detroit, Deliverable #8 shall also include a presentation of the MPDF and Nomination to the City of Detroit Historic Designation Advisory Board (the "HDAB"). The City of Detroit is a Certified Local Government ("CLG") through the SHPO and the NPS and, as such, received additional review time of at least 60 but no more than 120 calendar days before the MPDF and Nomination are presented to the SHPRB. The SHPO will transmit the MPDF and Nomination to HDAB for CLG review. The Contractor will be responsible for coordinating the presentation with HDAB and presenting the MPDF and Nomination to HDAB.

**Deliverable #9: Revise the MPDF Final Draft and the Nomination Final Draft to incorporate SHPRB identified revisions and submit to the SHPO.** The Contractor must account for and build into the Work Plan a period following Deliverable #8 to make any substantive revisions to the narrative portions of the MPDF or the Nomination identified by the SHPRB or any revisions to the maps, photographs, and photo key, as requested by the SHPRB or necessitated by the substantive revisions to the Nomination. The revised MPDF and Nomination shall be submitted in Microsoft Word DOC or DOCX to the SHPO for final review and approval.

All Final Deliverables must conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, including full Optical Character Recognition (OCR) and alternative text for all images, figures and maps. Please reference the [SOM – Digital Standards](#) website for more information.

## Meetings

- a. **Project Kick-off Meeting.** The Contractor will meet with SHPO staff to affirm the goals of the Project, timelines, methodology, the Contractor's scope of services, content and format of the Historic Context Statement, the Survey Report, the MPDF, and the Nomination, and to finalize the Work Plan. 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.
- b. **Public Introductory Information Meeting.** The Contractor will hold a public meeting within approximately six (6) weeks of the date of the signed contract between the SHPO and the Contractor on a date mutually agreed upon by the Contractor and the SHPO. The format of this meeting shall be discussed with and approved by SHPO staff prior to the scheduling of the meeting. The purpose of this meeting will be to acquaint local officials and the public with the Project goals and to answer questions about the Survey, the National Register, the process for nominating a property, and to solicit information. The Contractor should assume that the SHPO and its advisory partners will be responsible for identifying a suitable location for the meeting.
- c. **SHPRB Meeting Presentation.** See Deliverable #8 above.
- d. **Project Completion Public Meeting.** The Contractor will organize and facilitate a public meeting to convey the results of the Project following Deliverable #7. The format of this meeting shall be discussed with and approved by SHPO staff prior to the scheduling of the meeting. The Contractor should assume that the SHPO and its advisory partners will be responsible for identifying a suitable location for the meeting.
- e. **Project Review Meetings as Necessary.** The Contractor will be available for virtual meetings with SHPO staff and Noir Design Parti to discuss Project status, Deliverables, or any other discussions that staff or the Contractor deem necessary. The Contractor should assume no more than five (5) virtual meetings at one (1) hour each.

## Reporting

- a. **Interim Progress Reports.** The Contractor will submit quarterly interim progress reports to the SHPO. Reports are due by January 15th, April 15th, July 15th, and October 15th until the End Date. The progress report form will be provided to the Contractor by the SHPO.
- b. **Project Completion Report.** The Contractor will provide a Project Completion Report upon conclusion of the Project along with the submittal of the final Deliverables. The Project Completion Report will be provided to the Contractor by the SHPO.

## Deliverable Formats

### Survey

- 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 (2) bound hard copies of both the final Historic Context Statement and Survey Report are required for the final report for submission for the SHPO. Bindings for the hard copy must be comb bound. The final reports should have a cardstock front and back cover and look professional in appearance.
- One (1) final electronic version of each report must be submitted in a complete PDF document along with all components and individual Word documents.
- File naming formats and other digital product deliverables must follow NPS, State, Tribal, Local Plans & Grants *Digital Product Submission Guidelines*, a copy of which will be provided by the SHPO.

### **MPDF and Nomination**

- The NPS 10-900 National Register of Historic Places Registration Form and 10-900b MPDF Form must be submitted in Microsoft Word (DOC or DOCX) format only.
- All photographs must be submitted in JPG/JPEG or TIFF format.
- All maps and/or line drawings must be submitted in JPEG or PDF format.
- File naming formats and other digital product deliverables must follow NPS and SHPO requirements.

### Federal Acknowledgement

All Deliverables must contain the following disclaimer and acknowledgement:

*"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number P25AP02239-00. 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."*

### Copyright

Pursuant to 2 C.F.R. § 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or use the Project for Federal purposes, or the ability to authorize others to use materials produced under this Contract. All photos included as part of the interim and final Survey, Nomination, 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 the NPS may provide proper credit for use.

A digital (preferred) or physical copy of all Deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

## SECTION II PROPOSAL FORMAT

To be considered, each bidder must submit a COMPLETE proposal (the “Proposal”) in response to this RFP using the format outlined below. The Proposal will include the Technical Proposal, the Price Proposal, and any attachments, enclosures, or exhibits required in this RFP or considered by the bidder to be essential to a complete understanding of the Proposal. Each of the following sections of the Proposal should be clearly identified with appropriate headings:

### **A) TECHNICAL PROPOSAL**

Provide a Technical Proposal that includes:

1. Business Organization and History – State the full name, address, email address, and phone and web address of the bidder’s organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, any work relating to the Project. Indicate whether the bidder operates as an individual, partnership, or corporation (if as a corporation, include the state in which it is incorporated). The Technical Proposal must state whether the organization is licensed to operate in the State of Michigan.
2. Statement of the Problem – In your own words, state in succinct terms the bidder’s understanding of the problem(s) presented by this RFP. Do not simply copy the RFP.
3. Narrative Methodology – In your own words, describe the methodology to be employed and the services(s)/products(s) that will be delivered. Do not simply copy the scope from the RFP. Any proposed deviations to the Project must be justified in detail.
4. Technical Work Plans – Provide a detailed Work Plan that outlines the proposed dates associated with major Project milestones (e.g., start and end of research, preparation and submission of each Deliverable, etc.). The Work Plan should allow for a minimum of 30 days to review each Deliverable submitted. Efficient Project work is essential to successful completion of the Project within the time afforded by the Grant. The Work Plan must account for the following:
  - Deliverable #2 (the Identification Forms) to be submitted no later than November 2026
  - Deliverable #4 (the First Draft of the Historic Context Statement, First Draft of the MPDF, and Final Survey Report) to be submitted no later than July 2027
  - Deliverable #7 (Revised Nomination and Research) to be submitted no later than May 2028
  - Deliverable #8 (Presentation of the MPDF and Nomination to the SHPRB) to occur no later than their September 2028 meeting.

The bidder should include proposed dates for all other activities and Deliverables in their Work Plan, allowing for the hitting of the above-identified milestones. All work must be completed no later than March 1, 2029.

5. Prior Experience – Describe the prior experience of the bidder’s organization which it considers relevant to the successful accomplishment of the Project as defined in this RFP. Include sufficient detail to demonstrate the relevance of such experience. The Prior Experience Section should include descriptions of qualifying experience, including at least three (3)

representative projects with project descriptions, costs, staff involved in the project, and starting and completion dates; also include the name, address, and phone number of the responsible official of the client organization who may be contacted. Include at least one (1) work sample in full or as a link. An emphasis should be placed on samples that demonstrate the ability to prepare historic contexts, detailed architectural discussions, and registration requirements. Work samples must specifically reflect the previous work of the staff who will be the primary author of the Project components.

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

6. Project Staffing – The bidder must be able to staff a project team which possesses knowledge, talent, and expertise in the field of the requirements of this RFP. Additionally, the bidder must: (1) Identify the project manager and staff assigned by name and title, (2) Provide resumes, experience and any other appropriate information regarding the project team's qualification for this initiative, (3) Indicate staff turnover rates, (4) State where the project team will be physically located during the time they are engaged in the Project, (5) Indicate which of these individuals the bidder considers key to the successful completion of the work, and (6) Indicate the amount of dedicated management time for the bidder's project manager and other key individuals. **Do not include any financials for the contemplated work within the Technical Proposal.**

The project manager and primary author(s) must meet the 36 C.F.R. § 61 *Secretary of the Interior's Professional Qualifications* for Historian and/or Architectural Historian to be considered for the Project. Resumes demonstrating the ability of proposed project team personnel to meet the *Professional Qualifications* must be supplied.

Please Note: The MSF further reserves the right to interview the key project team personnel assigned by the bidder to the Project and to recommend reassignment of personnel it deems unsatisfactory.

7. Subcontractors – If applicable, the bidder shall list all subcontractors that will be engaged to accomplish the Project 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. Additionally, the information the bidder provides in response to sub-section 5 of this Section II(A) shall also include detailed information relating to each potential subcontractor.

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

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

10. Certification – include the certification required in Section III(R).

## **B) PRICE PROPOSAL**

Provide a Price Proposal that includes the cost/rate/price information for all firms/persons proposed to be used by the bidder which will be used to demonstrate the reasonableness of the

bidder's Price Proposal. Attach a schedule of all expenses which covers each of the services and activities identified in the bidder's Price Proposal and also include a total "not to exceed" fee proposal. The Price Proposal must be broken down by Deliverables (see Section I(D) Scope of Services and Deliverables).

The MSF is exempt from federal excise tax, and state and local sales taxes. The Price Proposal should include, but separate out, the amount of taxes.

**THE PRICE PROPOSAL and the TECHNICAL PROPOSAL MUST BE IDENTIFIED AND SENT SEPARATELY FROM THE PROPOSAL IN ACCORDANCE WITH THE INSTRUCTIONS OF THIS RFP. 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 bidder's Technical Proposal and Price Proposal to the MSF via email to [medcprocurementteam@michigan.org](mailto:medcprocurementteam@michigan.org) not later than **3:00 p.m. Eastern on March 27, 2026**. The MSF has no obligation to consider any proposal that is not received by this deadline. **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-00451313 Technical Proposal*" and "*RFP-CASE-00451313 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 QUESTIONS**

Questions from bidders concerning the specifications in this RFP must be received via e-mail no later than **3:00 p.m. Eastern on March 13, 2026**. Questions must be submitted to:

Contract Services  
[medcprocurementteam@michigan.org](mailto:medcprocurementteam@michigan.org)

**B) PROPOSALS**

To be considered, bidders must submit a complete Proposal, using the format provided in Section II of this RFP, by **3:00 p.m. Eastern on March 27, 2026**. 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 Technical 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 27, 2026**. The rates quoted in the Price Proposal must remain firm for the duration of the Contract.

**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 this 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.

1) Step I – Initial Evaluation for Compliance

- a) The first step is an evaluation of whether a Proposal satisfactorily meets the requirements of this RFP as stated in Section II.
- b) *Proposal Content* – The CS will screen all submitted proposals for technical compliance to include, but not be limited to:
  - 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, which will be comprised of individuals selected by the MSF and the SHPO. Only those proposals that meet the Initial Evaluation for Compliance in Step I, as determined by CS, will be considered for further evaluation by the JEC pursuant to this Step II.
- b.) *Competence, Experience and Staffing Capacity* – The Technical Proposal should indicate the ability of the bidder to meet the requirements of this RFP, especially the time constraints and quality. Technical Proposals should also 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’s and the project manager’s dedicated management time, as well as that of other key personnel working on this Project. The JEC shall score each Technical Proposal according the following criteria:

		<b>Points</b>
1.	Statement of Work	5
2.	Research Plan and Methodology	15
3.	Prior Experience of Key Staff in Conducting Historic Resource Surveys	15
4.	Prior Experience of Key Staff in Conducting Primary Research and Writing Historic Contexts	20
5.	Prior Experience of Key Staff in Writing National Register Nominations	15
6.	Prior Experience of Key Staff in Documenting Properties Associated with African American History	20
7.	Prior Experience of Key Staff in Conducting Oral Histories	10
<b>TOTAL</b>		<b>100</b>

- c.) At the sole discretion of the JEC, bidders may be required to make oral presentations of their Technical Proposals to the JEC during the JEC’s review of their Technical Proposal. These presentations provide an opportunity for the bidders to clarify their Technical Proposal. The MSF will schedule these presentations, if required by the JEC.

- d.) Only those Technical Proposals receiving a score of **80 points or more** (the “Minimum Point Threshold”) by the JEC will have their Price Proposal evaluated to be considered for award.

3) Step III – Criteria for Satisfactory Price Proposal

- a.) The JEC will evaluate each Price Proposal and make an award recommendation to the MSF for the bidder whose Technical Proposal not only met the Minimum Point Threshold, but also provides the most value, quality, and the ability to meet the objectives of this RFP (the “Award Recommendation”).
- b.) The MSF reserves the right to consider the economic impact on the State of Michigan when evaluating the Award Recommendation. This includes, but is not limited to, job creation, job retention, tax revenue implications, and other economic considerations.
- c.) Based on its sole discretion, the MSF will award the Contract to the bidder whose Proposal not only met the Minimum Point Threshold, but also provides the most value, quality, and the ability to meet the objectives of this RFP (the “Best Value Awardee”). The Best Value Awardee may not match the Award Recommendation.
- d.) The MSF reserves the right to select and award the Contract to another bidder in the event the Best Value Awardee does not accept the award.
- e.) The Best Value Awardee 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 all parties signing the Contract.

**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, the 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 G, "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 the Contract from the MSF or favorable treatment under the Contract;
- 2) Having or acquiring at any point during the RFP process or during the Term (as defined below) of the Contract, any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner or degree with the 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;
- 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; or
- 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 (the "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; SHPO staff member, 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 the bidder's Proposal, the bidder certifies that it 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, the 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 the bidder's Proposal, the bidder certifies that 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 III(I) of the RFP, any civil litigation, arbitration or proceeding to which the bidder (or, to the extent the bidder is aware after reasonable inquiry, 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 the bidder (or, to the extent the 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 the 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 the bidder's Price Proposal will be firm for the duration of the Contract. No price changes will be permitted.

**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/00451313>. Bidders are encouraged to regularly check this site for changes or other information related to the RFP.

**O) ELECTRONIC BID RECEIPT**

ELECTRONIC VERSIONS OF THE PROPOSAL MUST BE RECEIVED AND TIME-STAMPED BY THE MSF TO [medcprocurementteam@michigan.org](mailto:medcprocurementteam@michigan.org), ON OR BEFORE **3:00 p.m. Eastern**

**on March 27, 2026.** 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 Project;
- 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 Project, and rebid or negotiate with any bidder regarding the revised Project; or
- 6) defer or abandon the Project.

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 award 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 bidder'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 their 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 in substantially the same form as attached to this RFP as Attachment A. The MSF and the 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 May 1, 2026 through March 1, 2029 (the “Term”). 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 the 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 Contractor resulting from the requested changes are subject to acceptance by the MSF and the 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 the NPS reserve the right to approve any subcontractors for the Contract and to require the Contractor to replace subcontractors that the MSF finds to be unacceptable.
- 5) Award of Contract – The MSF and the 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 Contractor will be required to assume responsibility for all contractual activities offered in this RFP whether or not the Contractor performs them. Further, the MSF will consider the Contractor 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 Best Value Awardee to accept these obligations may result in cancellation of the award.

**D) PROJECT CONTROL AND REPORTS**

1) Project Control

- a) The Contractor will carry out the Project 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 October 15th 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 Plan.
- d) Within fourteen (14) calendar days of the execution of the Contract, the Contractor will submit the Work Plan to the contract manager for final approval. The Work Plan must be in agreement with Section I(D) of this RFP as proposed by the Contractor, approved by the SHPO and accepted by the MSF for contract, and must include the following:
  - (i) The organizational structure of the Contractor's proposed Project including a research methodology and preliminary bibliography.
  - (ii) The Contractor's staffing table with names and titles of personnel assigned to the Project, and personnel meeting the Professional Qualifications. This must be in agreement with staffing listed in 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 Project 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 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 the Contractor shall sometimes be referred in this Agreement individually as a "Party" or collectively as "Parties."

**Contractor:**           Name  
                                  Address  
                                  Address

**I. NATURE OF SERVICES**

Fill in a description of the Nature of Services based upon the information in the RFP.

**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 the Contractor an amount not to exceed XXX Dollars (\$XXX) during the Term. This amount includes all embedded expenses.
- B) Payment under this Agreement shall be made by the MSF to the Contractor upon receipt and approval by the Contract Manager, as identified in Section IV below, of the Contractor's billing statement(s) stating that the work for which payment is requested has been appropriately performed. The Contractor shall provide its billing statement(s) to the Contract Manager on a monthly basis or at the Contract Manager's direction. The Contract Manager shall provide the Contractor with appropriate submission instructions of the Contractor's billing statement(s).
- C) All billing statement(s) must reflect actual work done. Billings statements must identify the work completed in relation to the deliverables identified in Exhibit A.
- D) Public Act 533 of 2004 requires that payments under this Agreement be processed by electronic funds transfer (EFT). The 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](http://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 by the Contract Manager

and the Project Manager prior to the release of final payment to ensure that all contract requirements have been met.

#### **IV. MSF CONTRACT MANAGER**

The Michigan State Historic Preservation Office (the "SHPO") is responsible for the administration of this Agreement on behalf of the MSF. The Contractor should communicate with the following SHPO representatives or designees regarding this Agreement:

Alan Higgins (the "SHPO Contract Manager")  
Grants Manager/Budget Specialist  
State Historic Preservation Office  
300 North Washington Square  
Lansing, Michigan 48913  
HigginsS3@michigan.gov

Kathrine Kolokithas (the "SHPO Project Manager")  
State Historic Preservation Office  
300 North Washington Square  
Lansing, Michigan 48913  
Kolokithask1@michigan.gov

#### **V. TERMS AND CONDITIONS**

##### **A) Contractor Duties**

The 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**

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

- 1) The 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) The Contractor has the right, and does fully intend, to perform services for third parties during the Term;
- 3) The Contractor acknowledges that any work product developed by the 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 the Contractor, or the Contractor's employees or contract personnel, and the MSF shall not hire, supervise, or pay any assistants to help the Contractor;
- 5) Neither the Contractor nor the 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 the Contractor nor the 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) The 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 the Contractor relative to its independent contractor status.

C) **Permits and Licenses**

The Contractor declares that the 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 the Contractor will maintain those permits, certificates, and/or licenses throughout the Term.

D) **Materials**

The 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 the Contractor's payments or make FICA payments on the Contractor's behalf; or
- 2) Make state or federal unemployment compensation contributions on the Contractor's behalf, or withhold state, federal, or local income tax from the Contractor's payments.

The 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, the Contractor shall provide proof that such payments have been made.

F) **Fringe Benefits**

The Contractor understands that neither the Contractor nor the 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 the Contractor or the Contractor's employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor shall cover those employees with workers' compensation insurance and shall maintain such insurance during the Term. The MSF may, in its discretion, require the Contractor to provide evidence of such coverage.

**H) Unemployment Compensation**

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

**I) Access to Records**

During the Term, and for seven (7) years after the End Date, the 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 the Contractor if the 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 the Contractor, without further liability to the MSF or the State, its departments, agencies, and employees, if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the 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 the Contractor's business integrity.

The Contractor acknowledges that the 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 or the 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 the 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 the 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**

The 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, the 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 the 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 the Contractor from third party sources;
- (ii) that is already in the possession of, or is independently developed by, the 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 the Contractor.

The Contractor acknowledges that all information provided by the MSF in connection with the 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, the 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 the 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 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.

The Contractor further affirms that neither the 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. The Contractor shall not attempt to influence any MSF employee by the direct or indirect offer of anything of value. The Contractor also affirms that neither the 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 the 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, the Contractor will inform the MSF regarding possible conflicts of interest that may arise as a result of such change. The 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.

**N) Representations of Contractor**

The 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, the MSF or any other public body.

The 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 the Contractor gains during the course of this Agreement concerning the economic development efforts of the State, the MSF or the business conditions or business community in the State 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**

The 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**

The 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 the Contractor's performance under this Agreement, including any liability resulting from any acts of the Contractor's employees or agents.

The Contractor shall purchase and maintain such insurance to protect the Indemnified Parties from claims that might arise out of or as a result of the Contractor's operations. The Contractor will provide and maintain its own errors and omissions liability insurance for the 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 the Contractor's indemnification obligation is not limited to this amount.

**R) Total Agreement**

This Agreement, together with Exhibit A, and the RFP 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**

The 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. The Contractor agrees that any of the 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 the 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, the 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. The 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. The 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 the Contractor appears on the register.

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

U) **Jurisdiction**

The laws of the State 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, the Contractor acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Contractor resides, in or outside of the United States.

V) **Compliance with Laws**

The 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 the Contractor nor the Contractor's employees or other representatives shall hold themselves out to third parties as an agent or representative of the State or the MSF nor shall they have any authority to take any action or enter into any agreement on behalf of the State 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, the MSF shall have no further obligation to make any payments to the Contractor. Furthermore, the Contractor shall reimburse the 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 the 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 V(AA) 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 following: the placement of a sign, plaque, media coverage or other public presentation at a 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: Matthew Casby  
Its: MSF Fund Manager

State Historic Preservation Office

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Ryan M. Schumaker  
Its: 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 Certification 1 or 3. If Certification 2 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 Price Proposal will be firm for the duration of the Contract. No price changes will be permitted.

Signed \_\_\_\_\_

Date \_\_\_\_\_