



BIDDERS COMPANY NAME

Request for Proposals #6297

2006 HOME/ADDI Down Payment Assistance RFP Washtenaw Urban County

Prepared By:

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
220 N. Main B-35
Ann Arbor, MI 48107

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WASHTENAW COUNTY

Finance Department

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645

Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL #6297

September 14, 2006

Washtenaw County Purchasing Division on behalf of the Office of Community Development is requesting proposals for identified housing projects. These projects will be funded through the HOME Investment Partnerships (HOME) and American Dream Down Payment Initiative (ADDI) Programs, which are federal grants that Washtenaw County administers for the Washtenaw Urban County. All proposals for this funding must address the needs of the jurisdictions that currently participate in the Urban County.

Sealed Proposals: Vendor will deliver one (1) original and two (2) copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O.Box 8645
Ann Arbor, MI 48107**

By 3:00 pm on Thursday, October 5th, 2006.

An optional pre-bidders conference is scheduled for **Monday September 25th, 2006 at 9:00am – 9:30am** at the Washtenaw County Office of Community Development, 110 N. Fourth Avenue, Suite 300, Ann Arbor, MI 48107. For directions, please contact Annette Rook at (734) 622-9015 or rooka@ewashtenaw.org.

This submission shall include the entire Request for Proposal document and any amendments if issued.

Proposals received after the above-cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.

- Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP #6297".
 - Please direct purchasing and procedural questions regarding this RFP, or requests for a Microsoft Word version of this RFP to **Anne Strieter** at **(734) 222-6749** strietera@ewashtenaw.org. Excel versions of the pro formas are also available.
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TABLE OF CONTENTS

Section I	General Information for Proposal	2
	A. Purpose of Request for Proposals	2
	B. County Request for Proposal General Conditions	2
Section II	Description of Eligible Projects	4
	A. General Guidelines	4
	B. Housing Types	4
	C. Post-Project Service Capacity	4
	D. Compliance with Federal Regulation	4
Section III	Notice of Funding Available	5
Section IV	Proposal Submission Requirements	
	A. Proposal Availability	6
	B. Proposal Submission Information	6
	C. Proposal Checklist	7
	D. Signature Page	8
	E. Proposal Summary	9
	F. Problems Statement & Planning	10
	G. Project Impact	12
	H. Project Evaluation	13
	I. Organizational Information	13
	J. Funding Request	14
	K. Development Budget	15
	L. Language Assistance Survey	26
Section V	Standard provisions for County Contracts	18
Section VI	Terms and Conditions	21
	A. Award	21
	B. Term of Contract	21
	C. Cost of RFP	21
	D. Bid Term	21
	E. Inspection of Facilities	21
	F. Bid Response	21
	G. Invoices	21
	H. Criteria for Ranking of Proposals	22
Appendix A	Income Limits & Rent Requirements	23
Appendix B	Affordability Provisions	24

I. GENERAL INFORMATION FOR THIS RFP

Definitions:

“**County**” is Washtenaw County in Michigan.
“**Bidder**” is an individual or business submitting a bid to Washtenaw County.
“**Contractor**” One who contracts to perform work or furnish materials in accordance with a contract.

A. Purpose of Request for Proposal

Washtenaw County recognizes a growing need for a greater access to affordable and decent housing and wishes to preserve the diverse economic character of the community. The HOME Investment Partnerships Program (HOME) and American Dream Downpayment Initiative (ADDI) grants were awarded to Washtenaw County on behalf of the jurisdictions of the Urban County. The 2003-2008 Urban County Consolidated Strategy and Plan¹ provides an analysis of the need for housing and non-housing community development projects within the boundaries of the following jurisdictions: Ypsilanti Township, City of Ypsilanti, Pittsfield Township, Superior Township, Northfield Township, Scio Township, York Township, Salem Township, Bridgewater Township, and Ann Arbor Township. Washtenaw County seeks proposals for affordable housing projects, which are consistent with this plan.

Washtenaw County encourages both nonprofit and for profit developers to produce income-targeted housing units by offering federal subsidies. Applicants must demonstrate the ability to carry out the proposed activity and will be evaluated on experience, administrative capacity and financial management. The national goals of the HOME & ADDI programs are:

- To expand the supply of decent, permanently affordable housing, with primary attention to rental housing, for very-low and low income Americans;
- To mobilize and strengthen the abilities of states and units of general local government throughout the United States to design and implement strategies for achieving an adequate supply of decent, safe, sanitary and affordable housing;
- To provide participating jurisdictions, on a coordinated basis, with the various forms of Federal housing assistance needed to expand the supply of decent, safe, sanitary and affordable housing.

The current funding available from this RFP covers the period from **October 31st, 2006 to December 31, 2007.**

B. General County Request for Proposal Conditions

- 1) Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor's qualifications and capabilities to provide the specified service, and other factors, which Washtenaw County may consider. The County does not intend to award a bid fully on the basis of any response made to a proposal.
- 2) The county reserves the right to reject any and all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interest of the County even though it is not the lowest bid.

¹ A copy of this plan can be ordered through the Office of Community Development from Annette Rook at (734) 622-9015.

- 3) An official authorized to bind the provider to its provisions for at least a period of 90 days must sign proposals. Failure of the successful bidder to accept the obligation of the bid may result in the cancellation of any award.
- 4) In the event it becomes necessary to revise any part of the RFP, an addendum will be provided. Deadlines for submission of the RFPs may be adjusted to allow for revisions.
- 5) Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
- 6) Developers and contractors are not eligible if they are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in federal housing programs or have had a professional license suspended or revoked which is required to provide services for a project under this RFP.
- 7) Complete applications must be received by the Purchasing Department by **3:00 pm on Thursday October 5th, 2006**. Late or incomplete proposals will not be accepted! Proposals received after the deadline will not be reviewed or considered for funding.
- 8) Acceptance of a proposal does not constitute a grant agreement and does not obligate the County to award funds.
- 9) All costs of proposal preparation are the responsibility of the applicant. Washtenaw County shall not, in any event, be liable for pre-contractual expenses incurred by the bidder in the preparation and/or submission of the proposal. The applicant shall not include any such expense as part of the budget in the proposal.
- 10) Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP.
- 11) Additional information may be required by the County for determination of the applicant's qualification to successfully complete the project.

II. Description of Eligible Projects

A. General Guidelines

- 1) Each year, the U.S. Department of Housing and Urban Development defines household income eligibility of the beneficiaries of the housing supported with HOME funds according to the Area Median Income (AMI). **(See Appendix A)**
- 2) The County is open to all requests for grants and/or loans; project funding terms will be negotiated on a project by project basis².
- 3) Projects must show evidence of leveraging financing from other resources whenever possible. Nonprofit/private and private/public partnerships are encouraged.
- 4) Projects may be new construction, former industrial/commercial space converted to housing, or acquisition and/or rehabilitation of existing properties or structures.
- 5) In general, affordability is based on housing costs as 30% of annual gross income by bedroom/household size. All known fees and taxes to be paid by the residents must be included in affordability calculations³.
- 6) The County supports projects that have a mixture of housing unit types and income levels. A mixture of market-rate and subsidized units of varying subsidy levels is encouraged.

B. Housing Types

Federal HOME and ADDI funding is currently available in the form of loans and/or grants for direct assistance to residents for the acquisition of owner-occupied housing, in order to provide greater access to the local housing market for lower-income households.

To insure long-term affordability, the County has adopted a recapture formula that will take the form of a mortgage and note on the property. For recapture, affordability is based on the income of the homebuyer, the appraised value of the unit, property taxes, insurance, and other regular costs associated with homeownership⁴.

C. Post-Project Service Capacity

A plan for preparing potential purchasers for home ownership and working with the post-purchase to help avoid difficulties that may jeopardize their ownership should also be considered for a stronger application.

D. Compliance with Federal Regulations

The Office of Community Development has the responsibility to ensure adherence to federal regulations. Prospective applicants should review federal rules and regulations governing HOME and ADDI funding for additional terms, conditions, restrictions and/or requirements that may apply⁵. The HOME & ADDI programs impose requirements on HOME- and ADDI-assisted projects, including

² Units previously subsidized with Federal HOME or ADDI funding are not eligible for additional funds during the affordability period.

³ See Appendix A for more details.

⁴ See Appendix B for more details.

⁵ Funding for selected projects will be made possible by the federal HOME Investments Partnership Program pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, 42 U.S.C. §12701 et seq. ("Program") and the HOME Investment Partnership Program Rule, 24 C.F.R., all as may be amended from time to time. Copies of the federal regulation governing the program are available upon request or a program description can be downloaded at:

<http://www.hud.gov/offices/cpd/affordablehousing/programs/home/index.cfm>

income-targeting requirements, terms of affordability and housing value restrictions. However, local jurisdictions are allowed to increase restrictions to meet community needs. The Office of Community Development will provide assistance as needed through technical support and continued monitoring.

Specific Project Requirements

- 1) Affordability shall be implemented through the execution of mortgages and notes and shall be filed with the Washtenaw County Register of Deeds upon sale or transfer of title.
- 2) ADDI funding can only be used to subsidize first-time homebuyers.
- 3) Subsidies are only available for units that are affordable to households that are at or below 80% of AMI (See Appendix A). Homebuyer eligibility information and income verification documentation must be provided to the County on approved forms prior to closing date(s).
- 4) Future sales of owner-occupied units shall be subject to long-term recapture to ensure continued housing availability for low-income households.
- 5) Any down payment assistance provider must demonstrate a strong plan for homebuyer education, credit counseling, and affordability analysis, in order to prevent foreclosure.
- 6) All housing units must meet Section 8 Housing Quality Standards prior to closing.

III. NOTICE OF FUNDING AVAILABILITY
--

HOME FUNDING AVAILABLE: \$125,000 ADDI FUNDING AVAILABLE: \$14,775 TOTAL DOWN PAYMENT ASSISTANCE FUNDING AVAILABLE: \$141,775
--

All HOME and ADDI funding must be spent to benefit eligible households (see Attachment A) in any of the following Urban County jurisdictions: City of Ypsilanti, York Township, Scio Township, Ypsilanti Township, Pittsfield Township, Superior Township, Salem Township, Northfield Township, Bridgewater Township, Ann Arbor Township. In general, priority will be given to projects that can best achieve measurable results and are consistent with the County's established priorities and goals.

A. Down Payment Assistance: \$141,775

- Direct homebuyer assistance to qualifying homebuyers with incomes at 0-80% of AMI.
- Up to 10% of the total HOME funding may be used for individual developer fees to cover the cost of providing services, performing required inspections, and processing the paperwork for eligible participants.
- A minimum of **12 households** must be assisted to purchase affordable housing units with the HOME & ADDI down payment assistance funding.
- An affirmative marketing plan must be in place to ensure that the available funding is marketed to a diverse range of eligible households.

IV. PROPOSAL SUBMISSION REQUIREMENTS

A. Proposal Availability

- Contact Anne Strieter at (734) 222-6749 strietera@ewashtenaw.org to obtain this proposal in Microsoft Word format.
- Forms may also be reproduced but MUST closely follow the suggested format and include ALL the requested information.

B. Proposal Submission Information

- Typed copy is preferred. Use a minimum 11pt font size.
- Submit one (1) original and two (2) copies of the Proposal to the Purchasing Department
- **Proposals are due 3:00 pm, October 5th, 2006 to the following address:**
Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O.Box 8645
Ann Arbor, MI. 48107
LATE PROPOSALS WILL NOT BE ACCEPTED.
- An optional pre-bidders conference is scheduled for Monday, September 25th, 2006 at 9:00am-9:30am Washtenaw Office of Community Development at 110 N. Fourth, Suite 300, Ann Arbor, MI 48107. For directions, please contact Annette Rook at (734) 622-9015 or rooka@ewashtenaw.org.
- Proposals must be submitted in hard copy with original signatures. Faxed or e-mail versions will not be accepted.
- All proposals must include all of the information and documents listed in the Proposal Submission Checklist (failure to include all the information may result in disqualification).

C. FY 2006 Proposal Checklist

Submit one (1) original and one (2) copies of your completed proposal in the order shown below. **Do not staple your request; use a paper clip to join the pages. Incomplete funding requests and/or requests received after the deadline will not receive consideration for funding.**

- _____ Completed Proposal Checklist
- _____ Signature Page (Original Signature on 1 and 2 Copies)
- _____ Proposal Summary Page
- _____ Problem Statement & Planning
- _____ Project Impact
- _____ Project Evaluation
- _____ Organizational Information
 - _____ Current Operating Budget and Balance Sheet
 - _____ Letters of Agreement (if applicable)
 - _____ 2005 Board Roster (include names, addresses, telephone)
 - _____ Independent Audit (and A-133 Audit, if applicable)*
 - _____ IRS 990 Exempt Organization Return*
 - _____ Organization Bylaws**
 - _____ Proof of 501(c) 3 or other Tax Exempt Status**
 - _____ Articles of Incorporation**
- _____ Funding Request
- _____ Project Development Budget
- _____ Language Assistance Survey
- _____ Affirmative Marketing Plan⁶

*Submit this document if you have not done so already this calendar year.

** Submit this document if you are a new applicant to the Office of Community Development or if you have revised these documents from previous submissions.

I certify that the documents indicated on this checklist are included in this proposal.

Name	Title	Date
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⁶ Format available in PDF from Office of Community Development- Contact A. Rook @734-622-9015.

E. FY 2006 Proposal Summary

Project Name: _____

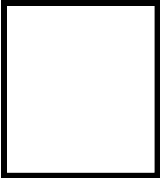
Proposing Organization: _____

Implementing Organization: _____

Project Contact Person: _____ Title: _____

Mailing Address: _____

Phone: _____ Fax: _____ Email: _____



Project Summary: Briefly summarize the purpose and activities of the project. *Do this last!*

Proposals must satisfy one of the Urban County Goals, as well as the new HUD Outcomes and Objectives to be considered for funding. Choose the local goal and the HUD Outcome and Objective that most closely aligns with the proposed project:

WASHTENAW URBAN COUNTY GOALS	
<input type="checkbox"/>	Improve the quality, management, and supply of existing rental property available to low- and moderate-income households
<input type="checkbox"/>	Increase homeowner rehabilitation opportunities for low- and moderate-income households
<input type="checkbox"/>	Increase the homeownership opportunities for low- and moderate-income households
<input type="checkbox"/>	Promote community & neighborhood stability through the improvement of existing or the construction of new community facilities, parks, & green spaces in low- and moderate-income neighborhoods
<input type="checkbox"/>	Promote the health and safety of residents by providing and/or improving infrastructure & other public facility needs in low- and moderate-income areas
<input type="checkbox"/>	Promote housing and community stability by addressing identified gaps in public/human services
<input type="checkbox"/>	To promote access to mainstream resources, improve safety & livability, reduce isolation, encourage employment, and support special populations & the homeless
<input type="checkbox"/>	Promote community inclusion and accessibility to public transportation, fair housing choice, and economic opportunities for low- and moderate-income populations
<input type="checkbox"/>	Encourage the development of jobs and economic opportunities for low- and moderate-income populations
<input type="checkbox"/>	Create community plans that address identified community and housing development needs

HUD OBJECTIVES	HUD OUTCOMES
<input type="checkbox"/> Decent Housing	<input type="checkbox"/> Availability/ Accessibility
<input type="checkbox"/> Suitable Living Environment	<input type="checkbox"/> Sustainability
<input type="checkbox"/> Creating Economic Opportunities	<input type="checkbox"/> Affordability

Project Budget Summary	Total Project	Grant Request
	\$	\$

F. Problem Statement & Planning

Problem Statement

Briefly describe the nature and extent of the problem, indicating the existing situation and community need. State the causes of the problem. Support the statement, to the extent possible, with statistics, quotes, and/or professional research.

What problem will this project address?

What are the causes of the problem?

Who or what does the problem affect?

Strategy

Describe what approach will be used to address the problem. Describe the strategy proposed to change it, listing specific activities, and what results and benefits are expected.

What will be done? Include information about the type of units, square footage of average unit, building materials, utility types, amenities (garages etc.), ownership structure, and copies of plans / blueprints also suggested.

How will it be done? Briefly outline the basic steps you will go through to complete this project. Also, justify the level and terms of the funding requested by describing the relationship between the cost of the project and the required revenue needed to support project feasibility. Include requirements needed by other funding sources and all future costs to be charged to the project (i.e. relocation, infrastructure costs, etc.). Describe what other assistance from the

County is needed or would be beneficial in order to meet project financing goals and minimize total development costs.

What is your post-development plan? Describe plan for services to be offered to prepare potential purchasers for ownership and work with them to avoid difficulties which may impact stability / condition of property. Include costs in pro forma(s).

Collaboration

If this is a collaborative project involving other community partners, describe their role and provide letters of agreement. Letters of agreement should define specific responsibilities of each partner organization in implementing the project. Please *do not* include general letters of support or endorsement.

Project Timeline

Describe where in the development process the project stands at the time of proposal submission. Include a projection of future significant dates, any/all anticipated barriers to overcome and expected completion date.

G. Project Impact

People to be Served

Describe the people (customer/client) who will be served and/or the community condition that will be addressed through funding under this grant request. Provide a brief profile of the typical client/customer to be served including their needs. Also, describe how you would develop and manage a waitlist for customers?

Program Output/Units of Service

Enter the number of households by income group that you will serve and the number and type of units that you expect to provide through funding under this grant request.

_____ Extremely Low Income (< 30% of median income)	_____ Homeowner Units
_____ Very-Low Income (31-50% of median income)	_____ Rental Units (1-bed)
_____ Low Income (51- 80% of median income)	_____ Rental Units (2-bed)
_____ Total Number of Households	_____ Rental Units (3-bed)
	_____ Total Housing Units

Geographic Area to be Served/ Project Location

County-Wide General Target Area (GTA) Specific Target Area (STA) Other
(describe below)

Briefly describe the geographic boundaries of the service area or identify the target area(s) to be served. For construction projects, include the legal description of property, current zoning, common address, nearest cross streets, if designated for annexation, stage of current ownership / level of legal rights, surrounding properties, uses of properties bordering project, distance from nearest public transportation, schools, grocery, etc.

H. Project Evaluation

Outcome Evaluation Plan

Briefly describe how the project will be monitored to ensure the goals, outcomes, and objectives that you selected on the proposal summary page is accomplished. Describe the assessment process and methods for project improvement. Include what data will be collected, how the data will be analyzed, and how recommendations will be used for program improvement.

I. Organizational Information

Staffing

Provide a brief profile of the *key person(s) who will be assigned to and responsible for the day-to-day operation of the project.* The profile should identify specific skills/experience relative to the project. If a person has not yet been hired, provide a job description with required qualifications. Include resumes with this proposal for all new staff members or for agencies that have not yet been funded by the Office of Community Development.

Is your Organization a (check one)

- Government Organization Non-profit Corporation For-profit Business

Organizational Information

- Is your organization incorporated? Yes No
- Are there formal meetings of the board? Yes No
- Has the board approved the proposal submitted? Yes No
- Does the organization employ or contract services of an accountant who is familiar with the standards of financial accountability contained in 24 CFR 84.21? Yes No
 Yes No
- Does the board have a fundraising plan? Yes No
- Does the organization have one-, three- or five-year strategic plans? Yes No

Organizational Summary

Provide a brief summary of your organization. Describe previous experience or involvement in the development of other housing occupied or owned by the same target market to be assisted through this housing project. Describe any financial defaults or involvement in legal action during the last three years, including bankruptcy, back taxes, or violations of building/zoning codes. Provide a copy of the organization's current operating budget with balance sheet, audit, IRS-990, Articles of Incorporation, and bylaws. Non-profit organizations should also provide a separate list of current board members with addresses and proof of 501(c)(3) status.

J. Funding Request

Previous Funding for Proposed Project: Identify the amount of County funds previously allocated for this project.

	Past Year 2004-2005	Past Year 2005-2006	Current Year 2006-2007
Amount of County Funding			

Planned Funding for Proposed Project: Identify in the space provided all planned funding for the project. Other sources of funds may include several years of funding. Check the appropriate box to indicate whether the funding source is certain or applied (uncertain).

Other Sources of Funds	Fiscal Year	Certain	Applied	\$ Amount
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
Grand Total of Other Sources:				\$

K. Housing Project Development Budget

Note: This budget template is available in Excel format.

Estimated Project Development Budget				
Project Name:				
Total number of Units:				
Hard Costs			Total	Per/Unit
Acquisition			\$	\$
Rehabilitation/Construction costs			\$	\$
Rehab/Construction Contingency	10%		\$	\$
Total hard costs			\$	\$
Soft Costs			Total	Per/Unit
Architectural/Engineering			\$	\$
Lead paint assessment/clearance			\$	\$
Appraisal			\$	\$
Inspections, survey			\$	\$
closing costs			\$	\$
Marketing/Rent-up			\$	\$
Legal costs			\$	\$
Developer Fee percentage	10%		\$	\$
Developer Fee			\$	\$
Project Reserves			\$	\$
Other:			\$	\$
			\$	\$
Total soft cost			\$	\$
Total project cost			\$	\$
Revenue Sources			Total	Per/Unit
			\$	\$
			\$	\$
			\$	\$
Total Revenue			\$	\$

L. Language Assistance Survey

Background and Instructions

The Office of Community Development is required to ensure the needs of citizens of Limited English Proficiency (LEP), using federally funded programs and/or services are being adequately met.

People who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be Limited English Proficient (LEP). LEP persons may be entitled to language assistance with respect to a particular type of service, benefit or encounter.

Language for LEP persons can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by federally-funded programs and activities. As a result, recipients of federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are LEP.

The following is a brief questionnaire the Office of Community Development is using to respond to HUD's Guidance pronouncement published in December 2003. We are collecting this information to determine the need for better access to language assistance.

Please note – responding to this survey will NOT result in further action on your part.

Language Assistance Survey

1. Do you provide goods or services to citizens who speak a language other than English?
 Yes No

If you do not provide goods or services to citizens who speak a language other than English, you do not need to fill out the rest of this questionnaire.

2. How often do you serve citizens who speak a language other than English?
 Several times per week Less than three times per week
 Several times per month Less than three times per month
 A few times per year Rarely

3. What language(s) other than English do your customers speak?
 Spanish Vietnamese Serbo-Croatian
 French Arabic Polish
 German Korean Italian
 Other (Please specify) _____

4. Do you have staff members who speak a language(s) other than English?
 Yes No

If yes, what language(s)?

- Spanish Vietnamese Serbo-Croatian
 French Arabic Polish
 German Korean Italian
 Other (Please specify) _____

5. Do you have program literature, forms, documents and other written material available in a language(s) other than English?

- Yes No

If yes, what language(s)?

- Spanish Vietnamese Serbo-Croatian
 French Arabic Polish
 German Korean Italian
 Other (Please specify) _____

Name of Organization: _____

V. STANDARD PROVISIONS FOR COUNTY CONTRACTS

If a contract is awarded by the County, the selected vendor will be required to adhere to a set of general contract provisions, which will become a part of any formal agreement. These provisions are general principles, which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to **the Director of the Office of Community Development** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on **October 15, 2006** and ends on **December 31, 2007**.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.87 per hour with benefits or \$11.58 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2007 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

VI. TERMS AND CONDITIONS

A. Award

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors, which the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

Award letters will be sent to bidders in mid-October of 2006.

Developers and contractors are not eligible if they are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in federal housing programs or have had a professional license suspended or revoked which is required to provide services for a project under this RFP.

B. Term of Contract

The contract term will be October 15, 2006- December 31, 2007.

C. Cost of RFP

The County will not be liable for any costs associated with the preparation, transmittal, or presentation of any materials submitted in response to this RFP.

D. Bid Term

The bid opening will be on Thursday, October 5th, 2006 at 3:00 pm.

E. Inspection of Facilities

The Manager of the Purchasing Division reserves the right before making an award to have the premise of the bidder inspected, or to take any other action necessary to determine the fitness, reliability, and ability to perform. The inspection could check the physical location, facilities, equipment, spare parts, and/or for ability to comply with conditions of the bid.

F. Bid Response

Vendor must affirm that the costs stated in this RFP will be valid for the year period after the proposal is submitted.

G. Invoices

Invoices submitted must be itemized to include monthly costs for given time period, and include the county's purchase order number. Any additional changes need to be detailed on the invoice.

H. Criteria for Ranking of Proposals

The Office of Community Development will review each proposal for content, responsiveness, conciseness, clarity, and relevance, consistency with the goals and objectives outlined in the Five-Year Consolidated Plan, and for full adherence to the instructions in this RFP. The applicant will be notified in writing if the proposal is ineligible or incomplete and will not receive further consideration for funding.

The County is working to act as an investor, selecting projects with the greatest potential for a return on the investment of HOME and ADDI funding. As a result, the County will review applications to determine the range of results promised by the applicant, the likelihood that these results will actually be accomplished (based on performance targets and milestones articulated by applicants), and an evaluation of whether a particular project represents the best potential use of funding.

The Community Development staff will complete recommendations for funding to the Urban County Executive Committee, along with a brief analysis of each project, and the Committee will make the final decision about which of the projects are to be approved and the level of funding to be awarded.

In particular, the Office of Community Development intends to consider the following criteria when awarding contracts for this funding:

- 1) Proposal describes how it will meet the goals of the Urban County Consolidated Plan.
- 2) Bidder shows evidence of other reliable sources of funding on budget form.
- 3) Bidder demonstrates feasible timeline for project completion.
- 4) Proposal contains sufficient information to complete all of the required sections identified in RFP.
- 5) Project to serve a defined number of low- and moderate-income households in the Urban County.
- 6) Proposal compares favorably with others submitted on cost per unit and/or level of services.
- 7) Proposal demonstrates the ability, capacity and skill of the bidder to perform the contract.
- 8) Bidder shows evidence of collaboration with other agencies in proposal.

APPENDIX A: INCOME LIMITS AND RENT REQUIREMENTS 2006

HUD determines the annual Area Median Income (AMI). Following is a 2006 chart indicating the % of AMI for various family sizes and monthly housing expenses at what is defined as affordable as 30% of gross income. Updated figures are available in February of each year. Historical increases are ~3% annually.

Income % Area Median (AMI)	1 person	2 persons	3 persons	4 persons	5 persons	6 persons
Maximum – 80%	\$41,700	\$47,700	\$53,650	\$59,600	\$64,350	\$69,150
Monthly	\$1,043	\$1,193	\$1,341	\$1,490	\$1,609	\$1,729
60%	\$34,620	\$39,540	\$44,520	\$49,440	\$53,400	\$57,360
Monthly	\$866	\$989	\$1,113	\$1,236	\$1,335	\$1,434
50%	\$28,850	\$32,950	\$37,100	\$41,200	\$44,500	\$47,800
Monthly	\$721	\$824	\$928	\$1,030	\$1,113	\$1,195
30%	\$17,300	\$19,750	\$22,250	\$24,700	\$26,700	\$28,650
Monthly	\$433	\$494	\$556	\$618	\$668	\$716

Ownership Projects:

Total monthly costs are to include a utility allowance, mortgage payment, taxes, insurance and condominium fees, if applicable. Consideration of household size expected to purchase units is to be equal to the number of legal bedrooms.

APPENDIX B: AFFORDABILITY PROVISIONS

Terms of Affordability

A minimal term of affordability for projects is required by HUD. Beginning with the 2003-2004 funding period for HOME, ADDI, and CDBG, the Washtenaw Urban County's terms of affordability shall be based upon the amount of funds invested per unit, and shall be a minimum of:

- Less than \$15,000 per unit- 5 years
- \$15,000- \$40,000 per unit - 10 years
- Greater than \$40,000 per unit - 15 years

Washtenaw County Recapture Formula

Initial and future sales prices for affordable homeownership units is based on the recapture formula, as adopted by the Washtenaw Urban County Executive Committee and HOME Consortium Board, and as reported to the U.S. Department of Housing and Urban Development according to the FY 2004 Action Plan. That formula is as detailed below:

Down Payment Assistance Program – Decreasing Principal Formula: The homebuyer may sell the property at any time to any willing buyer. A five-year restriction will be placed on the property in the form of a mortgage and note with the following terms: Starting from the time the subsidy is initially provided or from the date of the property closing, the amount of funds provided shall be repaid out of the net proceeds, if the property is sold, using a formula which reduces the amount by one-fifth for each full year that the homeowner occupies the unit. At the end of a five-year period from this initial date, the entire amount shall be forgiven and no further repayment is required and no further restrictions will be in force on the property.