

BIDDERS COMPANY NAME

# Request for Proposal # 6120

## 2004-05 Washtenaw CDBG Urban County Human Services

Prepared By:

Washtenaw County Purchasing  
Administration Building  
P.O. Box 8645  
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## WASHTENAW COUNTY

Finance Department

**Purchasing Division**

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645  
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### REQUEST FOR PROPOSAL# 6120

January 30, 2004

Washtenaw County Purchasing Division on behalf of the Department of Planning and Environment is requesting proposals for identified human services. These projects will be funded through the Community Development Block Grant (CDBG) Program, which is a federal grant that Washtenaw County administers for the Washtenaw Urban County. All proposals for these funds must address the needs of the jurisdictions that currently participate in the Urban County: Ypsilanti Township, Salem Township, Pittsfield Township, Superior Township, Ann Arbor Township, Northfield Township, & Bridgewater Township.

**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 11:00am on Friday February 27, 2004.**

**A mandatory pre-bidders conference is scheduled for Friday, February 13<sup>th</sup> from 4:00-5:00pm at 705 N. Zeeb Road on the 2<sup>nd</sup> floor, Conference Room # 2010.**

**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 # 6120.
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at (734) 222-6760 or [strietera@ewashtenaw.org](mailto:strietera@ewashtenaw.org)
- Please direct specific technical questions regarding this RFP Annette Rook at (734) 222-3856 or [rooka@ewashtenaw.org](mailto:rooka@ewashtenaw.org)

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## **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**

In 2003, the Community Development Block Grant (CDBG) was awarded to Washtenaw County on behalf of the Urban County Townships. The 2003-2008 CDBG Urban County and HOME Consortium Consolidated Strategy and Plan<sup>1</sup> 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, Salem Township, Bridgewater Township, and Ann Arbor Township. Washtenaw County seeks proposals for human services, which are consistent with the Consolidated Plan Goals (see attachment A).

According to HUD guidelines, HOME and CDBG funding must be used to benefit those households that have incomes at 80% of the Area Median Family Income<sup>2</sup> and below (see attachment B for the 2003 income limits).

The CDBG funds for bid in this RFP will cover the period from July 1, 2004- June 30, 2005. Washtenaw County expects that the CDBG grants will be renewed annually, and is requesting proposals for this year’s expected allocation until **February 27th, 2004 at 11:00am**.

### **B. Request for Proposal Terms**

- 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

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<sup>1</sup> A copy of this plan can be ordered through the Dept. of Planning & Environment from Annette Rook at (734) 222-3856.

<sup>2</sup> The U.S. Department of Housing and Urban Development releases these area median family income (AMI) limits on a yearly basis. However, as the local area median family income is very high in comparison to the national median income, HUD often caps the local eligibility at somewhat less than 80% of AMI. For instance, this year the cutoff for eligibility is approximately 72.7% of AMI.

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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.

- 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.

## **II. ESTIMATE OF 2004-05 CDBG FUNDS AVAILABLE FOR HUMAN SERVICES**

**Estimated Funds Available: \$ 135,900<sup>3</sup>**

**A. General Note-** These funds must be spent to benefit eligible households (see Attachment B) in the following jurisdictions: Ypsilanti Township, Pittsfield Township, Superior Township, Salem Township, Northfield Township, Bridgewater Township, & Ann Arbor Township.

**B. Priority Needs-** The Urban County Executive Committee listed the following human services needs as high or medium priority in the 2003-2008 CDBG/HOME Consolidated Strategy & Plan:

- **High Priority Needs**
  - Senior Services
  - Transportation Services
- **Medium Priority Needs**
  - Supportive Services to Prevent Homelessness
  - Youth Services
  - Employment Training
  - Crime Awareness
  - Supportive Services to Persons with Disabilities
  - Child Care Services
  - Health Services

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<sup>3</sup> Estimate based on 15% of expected 2004-05 CDBG Human Services Funding, which HUD is estimating will be somewhat lower than FY 03-04 due to increase in number of participating jurisdictions nationwide.

### **III. 2004-05 WASHTENAW URBAN COUNTY CDBG HUMAN SERVICES PROPOSAL GENERAL INSTRUCTIONS**

**\*\*Please review all instructions before proceeding.**

Each proposal will be evaluated by a team of reviewers to understand how the proposed program meets Urban County Goals and Priority Needs. As some of the language used in this application may be unfamiliar, a Glossary of Terms is included in this packet (Page 17).

#### **A. Proposal Availability**

- Contact **Anne Strieter or 734.222-6749** 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 Requirements**

- Typed copy is preferred. Use a minimum 11pt font size.
- Submit 1 original and four copies of the Proposal to the Purchasing Department- see page 2 and the 2004-05 Proposal Requirements Submission Checklist (Page 15).
- **Proposals are due 11:00am, February 27th, 2004 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.**
- **A mandatory pre-bidders conference is scheduled for Friday, February 13<sup>th</sup> from 4:00-5:00pm at 705 N. Zeeb Road on the 2<sup>nd</sup> floor, Conference Room # 2010.**
- Proposals must be submitted in hard copy with original signatures. Faxed or e-mail versions will not be accepted.

#### **C. Step-by-Step Instructions and Sample Responses**

##### **COVER PAGE – Page 11**

Enter the name, address and contact information of the nonprofit organization. List the Urban County human services priority need that your program addresses (see page 5) and the amount of County support requested for the program.

### **PROGRAM SUMMARY – Page 12**

- Enter the name of the nonprofit organization, program name, the County priority need (see page 5) addressed by the program (please spell out), total program cost and amount of support for this program that is being requested.
- Please limit to one page.
- To complete the rest of the form, summarize the answers from “Narrative Questions” (Page 13) but include sufficient information to describe the what, when and how of your services.

### **NARRATIVE QUESTIONS – Page 13**

Please limit narrative to 2 pages per proposal. This information will be summarized in “Program Summary” (Page 12) for each proposal.

1. **Program Description:** Describe the overall content of the program and/or activities. Include how often it will take place, when (beginning and ending dates if applicable), where, the number and type of staff or volunteers who will operate and oversee the program. If this program has been funded by the County in the past, please note whether any differences exist from prior years.

**Example:**

Housing Connection is requesting funds for the Housing Assistance Program. The services include a 24-hr housing hotline, intake and assessment, case management services, and housing locator assistance. We have 12 full-time case managers who are equipped with laptop computers and cell phones. They have flexible hours and can meet with customers out in the community who have difficulty traveling or cannot make appointments during regular business hours. We also have 2 Housing Coordinators who maintain a list of available housing units and talk regularly with landlords so that case managers can ensure problems are resolved and people remain housed. As part of the process, each customer completes a needs assessment and an Individual Action Plan and works with the case manager to overcome barriers that are threatening his/her housing stability.

2. **Program Outcome Statement:** 1) Describe the overall purpose of the program and how it fits in with the mission of the nonprofit organization. 2) How will the lives of your customers (clients/participants) be different if your program is successful over a 5-year timeframe? 3) Describe a) the goals your customers are striving to reach and b) how your organization assists them.

**Example:**

- 1) The mission of Housing Connection is to help individuals and families become and remain permanently housed. This program provides assistance to individuals and families by assigning a case manager to complete a needs assessment and develop a step-by-step action plan that will lead to the goal of stable housing and obtaining the resources needed to maintain it.
- 2) Our customers will be able to maintain stable housing.
- 3)(a) Our customers set short and long term goals which will result in obtaining housing and the needed financial and social supports for maintaining it. (b)

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Housing Connection will help customers develop realistic budgets; locate housing he/she can afford and get on waiting lists.

- 3. Customer Description/Household Income Levels:** 1) List the most prevalent defining characteristics of the program participants. Be sure to include any conditions, characteristics or circumstances that impact the ability to realize the full benefit and/or reach the performance target. 2) Customer Income Levels: Federal funds are targeted to serve households at 80% of median income. Please refer to the enclosed FY 2003 Income Limits chart from the US Department of Housing and Urban Development (Attachment B). 3) How will your agency collect income and demographic information for program participants? (If you anticipate difficulties collecting or verifying this information, *please explain the reason.*)

**Example:**

- 1) Our Housing Assistance Program serves approximately 150 customers annually. They are not yet homeless but their housing situation is unstable. They are primarily single female heads of household (75%) with 2 or more children under the age of 10. They depend on time-limited TANF (10%) or have recently gone off welfare assistance (85%). They are employed (80%) but earn minimum wage (60%) and spend over 40% of their income on housing costs. Childcare costs use up another 30% of their wages. Less than 50 % have a high school diploma and most lack employment skills needed for higher wage employment. They live check to check and have no resources for emergencies. They lack the supports needed to help them maintain stability in their lives. They are one step away from losing their housing. Some have family in the area but can't expect much help as family are in similar situations.
  - 2) 95% or 143 of these customers will fit into the 0-30% of AMI category; the remaining 5% or 7 customers will have incomes at 31-50% of AMI
  - 3) We collect income information and verification at intake and during the first 2 weeks of our program. Income verification takes the form of copies of paystubs and or benefit statements from FIA, SSA, etc. These materials are kept in the file and are updated annually.
- 4. Consistency with Urban County Goals and Priorities:** How do the services identified above achieve the goals and priorities identified in the Consolidated Strategy and Plan Goals (page 5 and Attachment A)?

**Example:**

Housing Connection's Housing Assistance Plan prevents homelessness and increases Housing Stability. Customers will be linked to support services and resources that will help them maintain their existing housing while assisting them to improve their economic status. Our 24 hour access and flexible case management services allows for early crisis intervention which can prevent homelessness while working with families to establish long term plans. The Urban County Executive Committee gave supportive services to prevent homelessness a medium priority in the 2003-2008 CDBG/HOME Consolidated Strategy & Plan.

- 5. Key People:** Describe by function and special skill/experience each person who will be directly involved in carrying out this program. Also, give the percentage of this person's salary that will be paid with the County funding awarded from this RFP.

**Example:**

The Case Manager Supervisor for the Housing Assistance Program (HAP) has an MSW and 10 years experience in housing assistance services. Of the 7 case managers currently working in the HAP, all have college degrees. Two have more than 5 years experience, 7 have more than 3 years of experience, and 2 are former customers. The grant will pay 50% of the supervisor and 50% of 1 case manager's salary.

- 6. Partners:** List any other organization that your organization depends on to provide quality services to these customers. Describe the role/function and level of commitment of each in this project.

**Example:** Many of our customers live outside the current public transportation routes and need alternate modes of transportation to maintain housing stability. We work closely with Milan Transit & Northfield Human Services to make sure that these customers have reliable rides to work and for medical appointments.

**FOR ORGANIZATIONS NOT CURRENTLY RECEIVING FINANCIAL SUPPORT FROM THE COUNTY:**

On a separate page, briefly describe the organization's experience in providing the service, the history of the organization, the mission statement and the financial and administrative capacity.

**BUDGET – PLEASE DOUBLE CHECK YOUR MATH – Page 14**

2004-05 Proposed Budget for County Funds: Using the form provided, indicate how you propose to spend the County funds requested for each program. **Round all line item expenditure figures to the nearest dollar.** Budget should reflect projected expenditures for July 1, 2004 through June 30, 2005.

- Personnel costs may include salaries, taxes and fringe benefit costs. Employers share of payroll taxes may also be included.
- Consultant and contractual costs includes funds passed through to other organizations and/or contractual employees. If approved for funding, signed subcontracts must be submitted.
- Space & Related costs includes rent and utilities.
- Printing/Supplies refers to audit costs, office supplies, postage and phones.
- Rehabilitation refers to housing rehabilitation costs (n/a to this proposal).
- Other refers to any other unidentified costs (i.e. auto insurance, child care scholarships, etc.). Please separate and identify costs for each.

**Important: Please attach a brief narrative to this table describing the sources of your project's "other revenues".**

**SUBMISSION REQUIREMENTS CHECKLIST- PAGE 15**

Complete Entire Checklist & Sign bottom, verifying that all components are included in the Proposal. See document instructions on page 10.

**SIGNATURE PAGE- PAGE 16**

Please be sure to complete this page with a Board-authorized Signature.

## D. DOCUMENT INSTRUCTIONS- PROPOSAL ATTACHMENTS

- A. Board of Directors / Advisors Roster (Attachment C): Please complete the enclosed form or submit all of the information requested on the form. Be sure to answer all the questions at the bottom. ***Be sure the Chair/President is indicated as well as members of the Executive Board if applicable.***
- B. Organizational Chart and Staff Information List: Please submit an organizational chart and a staff list including names, contact information and job titles related to the programs requesting funds from the County.
- C. Current Board Approved Operating Budget: Please submit a copy of the organization's current operating budget as approved by the Board showing both revenues and expenditures. Please indicate whether fund sources are "proposed" or secured.
- D. Federal Form 990 Exempt Organization Return: Please submit the most recent form if it has not been submitted previously.
- E. Independent Audit (and A-133 Audit if applicable): Required for organizations requesting \$25,000 or more. Please submit the most recent form if it has not been submitted previously.

\*In addition to the above, the following documents are required for organizations NOT currently receiving County funds.

- F. Proof of 501c3 or other Tax Exempt status
- G. Articles of Incorporation
- H. By Laws and any amendments

### **Certificate of Liability and Workers Compensation Insurance**

Nonprofit organizations contracting with Washtenaw County must carry the required insurance coverage. Refer to the enclosed guidelines for insurance coverage requirements. *Original (not faxed) certificates must be received by the Department of Planning & Environment before a contract with the County can be executed.*

**IV. 2004-05 URBAN COUNTY CDBG HUMAN SERVICES PROPOSAL**

**A. PROPOSAL COVER PAGE**

Name of Nonprofit Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Contact Person: \_\_\_\_\_ e-mail: \_\_\_\_\_

Program Name of County Funds Requested \_\_\_\_\_

Priority Need(s) Addressed by Program (see page 5 for listing): \_\_\_\_\_

**TOTAL AMOUNT OF COUNTY FUNDS REQUESTED \$** \_\_\_\_\_

=====

COUNTY STAFF USE ONLY

DATE/TIME RECEIVED:

\_\_\_\_\_  
Initials

MINIMUM SUBMISSION REQUIREMENTS MET: YES \_\_\_\_\_ NO \_\_\_\_\_  
Missing: \_\_\_\_\_

ADDITIONAL DOCUMENTS (NEW ORGANIZATIONS ONLY):

501c3 Status \_\_\_\_\_  
Articles of Incorporation \_\_\_\_\_  
By Laws \_\_\_\_\_  
Certificate of Insurance \_\_\_\_\_  
Other \_\_\_\_\_

**B. PROGRAM SUMMARY** (See instructions.)

Nonprofit Organization: \_\_\_\_\_

Program: \_\_\_\_\_

2004-05 County Priority Need Addressed<sup>4</sup>: \_\_\_\_\_

County Support Requested: \$ \_\_\_\_\_ Total Program Cost: \$ \_\_\_\_\_

Current FY 2003/04 County Program Funding: \$ \_\_\_\_\_

**1. Program Description**

**2. Program Outcome Statement**

**3. Customer Description**

<sup>4</sup> See page 5 of RFP for listing of priority needs.

**C. NARRATIVE QUESTIONS (See Instructions)**

**Name of Organization:** \_\_\_\_\_

**1. Program Description**

Briefly describe the program for which your organization is seeking County support. Note any differences or changes if the program has been supported by the County in the past.

**2. Program Outcome Statement**

- 1) Describe the overall purpose of the program and how it fits with the mission of your nonprofit organization.
- 2) How will the lives of your customers (clients/participants) be different if your program is successful over a 5 year timeframe?
- 3) Describe a) the goals your customers are striving to reach and b) how your organization assists them.

**3. Customer Description / Household Income Levels (see Attachment B - FY 2003 Income Limits)**

- 1) What defining characteristics and behaviors are common among the customers this program serves?
- 2) Projected number of households and income levels for this program:  
\_\_\_\_\_ Extremely Low Income (< 30% of median income)  
\_\_\_\_\_ Very-Low Income (31-50% of median income)  
\_\_\_\_\_ Low Income (51- 80% of median income)  
\_\_\_\_\_ Total Number of Households
- 3) How will you collect demographic and income information on your customers for this program?

**4. Consistency with Urban County Goals and Priority Needs- (See Attachment A for goals & page 5 for needs)**

**How do the changes identified above achieve the goals and priorities identified in the 2003-2008 Urban County's Consolidated Strategy and Plan?**

**5. Key People**

Describe by function and special skill/experience each person who will be directly involved in carrying out the program(s) for which you are requesting funding, and the percent of their salary that is to be paid from the County funding.

**6. Partners**

Who are your partners and what is their level of commitment to this project?

**D. 2004-05 PROPOSED BUDGET FOR COUNTY FUNDS**

<b>FY 2004-2005 Proposed Budget for Urban County CDBG Funds</b>			
<b>ORGANIZATION NAME:</b>			
<b>TOTAL COUNTY FUNDS REQUESTED:</b>			
<b>Total Project Revenues</b>			
<b>Revenue Type</b>	<b>COUNTY FUNDING</b>	<b>OTHER REVENUES<sup>5</sup></b>	<b>PROGRAM TOTALS</b>
<b>AMOUNT REQUESTED</b>			
<b>PROJECTED PROGRAM INCOME<sup>6</sup></b>			
<b>TOTAL REVENUE</b>			<sup>7</sup>
<b>Total Project Expenditures</b>			
<b>Expenditure Type</b>	<b>COUNTY FUNDING</b>	<b>OTHER EXPENDITURES</b>	<b>PROGRAM TOTALS</b>
<b>PERSONNEL, TAXES, &amp; FRINGES</b>			
<b>CONSULTANT &amp; CONTRACTUAL</b>			
<b>SPACE &amp; RELATED COSTS</b>			
<b>PRINTING/ SUPPLIES</b>			
<b>REHABILITATION</b>			
<b>OTHER</b>			
<b>TOTAL COUNTY GRANT EXPENDITURE</b>			

<sup>5</sup> Please attach a brief narrative describing the sources of these “other revenues”.

<sup>6</sup> Revenue generated as a result of activities funded by federal dollars.

<sup>7</sup> The bottom right boxes in the revenue and expenditure tables should equal one another.

## E. SUBMISSION REQUIREMENTS CHECKLIST

**PROPOSAL** (Submit 1 original and 4 copies of each)

- Cover Page** (Complete one per organization)
- Section I: Program Summary** (Complete using enclosed form or re-creation)
- Section II: Narrative Questions** (Complete for each program. Maximum 2 pages each.)
- Section III: FY 2004/05 Proposed Budget for County Funds** (Complete enclosed form)
- Submission Requirements Checklist**
- Signature Page**

**ATTACHMENTS TO PROPOSAL** (Submit 1 original of each)

- A. Board of Directors or Advisory Board Roster**
- B. Organizational Chart and Staff List**
- C. Current Board Approved Operating Budget**
- D. IRS Federal Form 990 Exempt Organization Return**
- E. Independent Audit (and A-133 Audit if applicable)**
- F. Proof of 501(c)3 or other Tax Exempt Status\***
- G. Articles of Incorporation\***
- H. Bylaws\***

\* New applicants only.

I confirm the documents indicated are included in this proposal

---

Name

Title

**F. SIGNATURE PAGE<sup>8</sup>**

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City                      St.      Zip
_____ Telephone #	_____ Fax #
_____ Federal Tax ID #	<p style="text-align: right;"><u>CHECK ONE</u></p> Partnership                      _____ Non Profit Corp.                      _____ Profit Corp.                      _____ Other                      _____

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

<sup>8</sup> Any individual that provides the official signature for the proposing organization must read and agree to the Washtenaw County standard contract provisions, terms, and conditions, which are outlined in the preceding sections (pp. 17-22).

## **V. GLOSSARY OF TERMS**

### **Urban County Resident**

Individuals currently residing within the official Limits of the following Townships: Ypsilanti, Northfield, Bridgewater, Superior, Salem, Pittsfield, and Ann Arbor.

### **Customer (Client)**

Customers are people who directly interact with an organization's programs and program staff. This interaction is intended to result in a change in their behavior or condition in line with organizational outcomes and mission. The outcome framework prefers the term customer rather than client because customers have a choice about participation whereas clients do not. Even those people who are required to participate in a program can choose not to, or can participate marginally so that no gain is made. Implementers need to think about how to appeal to the group they are working with as if that group is a customer.

### **Gains**

The human gain achieved for those customers who benefit from the project.

### **Key People**

Experience in result attainment offers one powerful lesson: the right people are just as important as the right program! A large part of the probability that an investment will lead to its intended return lies in the energy and capability of the people who do the work. Of special note are the people who actually meet and work with customers. These are the key people.

### **Outcome**

The end state that everyone is working toward. The establishment of a compelling outcome statement sets a vital tone for effective outcome thinking. It becomes the core of organizational leadership and a prelude to high performance. For example, "A community where the schools are drug-free and youth from 12-18 are alcohol and drug free."

### **Program/Project**

A program or service with specific core features that is offered to a customer. A set of core features is developed.

## **VI. STANDARD PROVISIONS FOR COUNTY CONTRACTS**

If a contract is awarded, 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 Planning and Environment 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.

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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 **July 1, 2004** and ends on **June 30, 2005**.

## 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.

## 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 non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual

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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

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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 \$9.09 per hour with benefits or \$10.66 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 April 30, 2003 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.

**VII. 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.

**Preliminary award letters will be sent to bidders in April of 2004 when the County receives information about the final CDBG allocation to the County. However, final contracts cannot be written until the CDBG funds are formally released to the County after July 1, 2004.**

**B. Criteria for Ranking of Proposals**

In particular, Washtenaw County intends to consider the following criteria when awarding contracts for these funds:

- Proposal will Serve a Defined Number of Low-income Beneficiary Households in the Urban County Townships
- Proposal Targets Identified Priority Needs & Goals of Consolidated Plan

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- Bidder submitted all reports and documentation in a timely fashion for previous CDBG-funded Project(s)
- Bidder shows evidence of other reliable sources of funding on budget form
- Proposal includes a feasible system of income-eligibility screening and reporting
- Proposal contains sufficient information to complete all of the sections identified in the general proposal instructions
- Proposal must demonstrate the ability, capacity and skill of the bidder to perform the contract

### **C. Term of Contract**

The contract(s) will last until **June 30, 2005**.

### **D. 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.

### **E. Bid Term**

The bid opening will be on Friday February 27, 2004 at 11:00 am.

### **F. 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.

### **G. Bid Response**

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

### **H. 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.

**VIII. ATTACHMENTS**

**Attachment A: FY 2003- 2008 Washtenaw Urban County/ HOME Consortium Community Development Block Grant (CDBG) & Home Investment Partnerships (HOME) Program Consolidated Plan Goals<sup>9</sup>**

**Housing**

- Goal 1 To increase the number of units of homeowner rehabilitation opportunities for low-moderate income households
- Goal 2 **To increase homeownership opportunities for low-moderate income households**
- Goal 3 **To improve the quality, management, and supply of existing rental property available to low-moderate income households**

**Public Facilities**

- Goal 4 **To promote community stability through the coordinated delivery of services at designated places**

**Infrastructure and Improvements**

- Goal 5 **To increase the quality of life of Urban County residents by attending to infrastructure needs in order to reduced safety and health risks to LMI residents**

**Public/ Human Services**

- Goal 6 **To promote housing stability by addressing identified gaps in public/human services**

**Planning/ Administration**

- Goal 7 **To develop plans that will efficiently address concerns that are identified by low to moderate-income target areas and other problems within the Urban County**

**Homeless and Special Populations**

- Goal 8 **To promote a suitable living environment, improve safety and livability, reduce isolation, support family structures and facilitate access to mainstream resources for special populations**
- Goal 9 **To address gaps in support services needs for homeless individuals in the wider urban county community**

<sup>9</sup> Taken from the 2003-2008 Combined Washtenaw Urban County & HOME Consortium Consolidated Strategy and Action Plan.

## **Attachment B: Area Median Family Income (AMFI) Limits<sup>10</sup>**

HUD uses a form of income classification to identify low and moderate-income limits based on an area median family income for a metropolitan statistical area. All jurisdictions within the Urban County are considered a part of the Ann Arbor Metropolitan Statistical Area, which includes, Lenawee, Livingston and Washtenaw Counties. Income categories are then based on a percentage of the area median income, which for 2003 is \$77,700 for a family of four.

- *Extremely Low-Income Families* are those with 0-30% of the Median Income.
- *Very Low-Income Families* are those with incomes between 31-50% of Median Income.
- *Low-Income Families* are typically those with 51-80% of Area Median Income. However, due to the HUD definition that in high income areas, the 80% income is capped at the national median income limit, the actual low-income number in the chart is approximately 72.7% of AMI.

The 2003 Area Median Income limits for the Ann Arbor Metropolitan Statistical Area are listed in the table below.

<b>2003 Area Median Family Income Limits by Household Size</b>						
	<b>1 Person</b>	<b>2 Person</b>	<b>3 Person</b>	<b>4 Person</b>	<b>5 Person</b>	<b>6 Person</b>
<b>Low Income (50-80% of AMFI)</b>	\$39,550	\$45,200	\$50,850	\$56,500	\$61,000	\$65,550
<b>Very Low Income (31-50% of AMFI)</b>	\$27,200	\$31,100	\$34,950	\$38,850	\$41,950	\$45,050
<b>Extremely Low Income (0-30% of AMFI)</b>	\$16,300	\$18,650	\$21,000	\$23,300	\$25,150	\$27,050

*Source: 2003 HUD Income Limits- effective January 31, 2003.*

<sup>10</sup> Eligible households for the CDBG program must have incomes below 80% of AMFI. (The maximum income for eligibility by household size is shaded in the table provided.) **Income limits are subject to periodic change by HUD and new income limits will be provided as they become available from HUD.**

