



BIDDER'S COMPANY NAME



Request for Proposal #6324

Office of Community Development Community Housing Development Organization (CHDO) Operating Funds for the HOME PROGRAM

Prepared By:

Washtenaw County Finance- Purchasing Division
County Administration Building
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WASHTENAW COUNTY

Finance Department- Purchasing Division

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REQUEST FOR PROPOSAL #6324

February 2, 2007

Washtenaw County Purchasing Division on behalf of the Washtenaw County/ City of Ann Arbor Office of Community Development is requesting proposals for Community Housing Development Organization (CHDO) Operating funds available through the City and County Home Investment Partnerships (HOME) Programs for the period of one year.

Sealed Proposals: Vendor will deliver one (1) original and three (3) copies of each application¹ 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 3:00pm on Friday March 2, 2006.

A **mandatory pre-bidders conference** is scheduled for **Monday, February 12th from 1:30-2:00pm** at the Washtenaw County Library Learning Resource Center (LLRC), Conference Room A. For directions, please contact the Library at (734) 973-4380.

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 #6324".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at (734) 222-6760 or email strietera@ewashtenaw.org.
- Please direct specific technical questions regarding this RFP to Annette Rook at (734) 622-9015 email rooka@ewashtenaw.org or Jennifer Hall at (734) 622-9006 hallj@ewashtenaw.org.

Thank you for your interest.

¹ One joint application should be completed for the City and the County if the CHDO is applying for Operating funds from both entities. Otherwise, the CHDO should submit one application to the City or the County.

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SECTION I: PROPOSAL PURPOSE & RESERVATIONS

Definitions: “**County**” is Washtenaw County in Michigan.
 “**City**” is the City of Ann Arbor in Michigan.
 “**Bidder**” is an individual or business submitting a bid to Washtenaw County for the County or City.
 “**Contractor**” One who contracts to perform work or furnish materials in accordance with a contract.

A) PURPOSE OF PROPOSAL

Washtenaw County, Michigan is requesting proposals for the Office of Community Development CHDO Operating Funds. Annually, HUD awards Home Investment Partnership Program (HOME) grants to Washtenaw County and the City of Ann Arbor. The HOME program regulations permit the County and the City to allocate a maximum of 5% of the annual grants to directly support the operations of certified Community Housing Development Organizations (CHDOs). The County and City then expect these CHDOs to complete HOME-assisted projects, such as acquisition and rehabilitation of rental housing; construction of new rental housing; acquisition/rehabilitation of owner-occupied housing; and certain types of homeownership assistance. The current funds available from these grants cover the period from July 1, 2007 to June 30, 2008. Washtenaw County and the City of Ann Arbor are requesting proposals from Office of Community Development-Certified CHDOs until **March 2nd, 2007**, and successful proposals will be included in the 2007-08 Annual Action Plans to HUD.

The purpose of the allocation of HOME funds for CHDO Operating Assistance is to provide general operating support and to support activities that result in the development of an affordable housing project. If the CHDO does not have an existing HOME-assisted project, the Office of Community Development expects the CHDO to apply for HOME funds to support an affordable housing project within 12 months after a contract is signed for the CHDO Operating Assistance Funds awarded out of this RFP.

In addition, this funding support is intended to assist organizations that can demonstrate a need for operating support. According to the Department of Housing and Urban Development (HUD) regulations, assistance for operating expenses in each fiscal year may not exceed \$50,000, or 50% of the CHDO’s total annual operating expenses for that year, whichever is greater.

B) PROPOSAL RESERVATIONS

- 1) The County and the City reserve 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 the County or the City may consider. The Office of Community Development does not intend to award a bid fully on the basis of any response made to a proposal.

- 2) The City and the County reserve the right to seek additional information from organizations, especially those not previously funded by the City or the County.

- 3) The City and the County reserve the right to recapture and reallocate funds to alternate CHDOs for contracts that have not been executed by **September 30, 2007**, or where the HOME-assisted projects are not progressing in a timely manner.
- 4) The City and the County reserve the right to establish spending guidelines for all projects.
- 5) The County and the City reserve the right 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 and/or the City to be in the best interest of the County and/or the City, even though it is not the lowest bid.
- 6) 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.
- 7) 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.
- 8) 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.

SECTION II: GENERAL INFORMATION ABOUT 2006-07 CHDO OPERATING FUNDS

A) ESTIMATED FUNDING AVAILABLE²

WASHTENAW COUNTY HOME INVESTMENT PARTNERSHIPS PROGRAM
2007-08 HOME CHDO FUNDS AVAILABLE: **\$33,707**

CITY OF ANN ARBOR HOME INVESTMENT PARTNERSHIPS PROGRAM
2007-08 HOME CHDO FUNDS AVAILABLE: **\$47,504**

² Based on 5% of the **2006-07** HUD projected HOME grants of \$674,145 for the County and \$950,088 for the City. **Please Note:** The exact amount of funds available will be determined upon release of funds from HUD and as part of the overall Urban County/ HOME Consortium and City of Ann Arbor budget discussions during January– May 2007.

B) GENERAL GUIDELINES

For CHDO operating assistance, the following guidelines apply:

- 1) Applicant must be certified as a CHDO by the Participating Jurisdiction (PJ) where the project(s) are to be developed.
- 2) Applicant must apply for HOME funds for a project within 12 months of signing a CHDO Operating contract for funds awarded out of this RFP.
- 3) Applicant is expected to be in compliance with all HOME rules and regulations, and have a signed HOME contract with the City or the County within 24 months of signing the contract for the CHDO Operating funds awarded out of this RFP.
- 4) Applicant must have a history of serving the community within which the affordable housing project will be developed, as evidenced by
 - a. Documentation of at least one year of experience in serving the community; or
 - b. For new organizations, a positive assessment of the work plan as submitted to the Office of Community Development; and
 - c. Documentation of staff with experience in housing development.
- 5) Funds may only be used to pay for the following eligible expenses:
 - a. Salaries, Wages and Benefits;
 - b. Rent and Utilities;
 - c. Training and Travel;
 - d. Technical Assistance;
 - e. Equipment and Supplies;
 - f. Communications; and/or
 - g. Contracted Professional Services.
- 6) Contracts for CHDO Operating Assistance have a term of 12 months. However, the Office of Community Development will only allocate two years worth of CHDO Operating funding for any one HOME-funded project.
- 7) If funded, the applicant will be required to submit a bonafide work plan, including specific milestones and target dates for the creation of new affordable housing units as evidence of the organization operating as a Community Housing Development Organization. If any portion of the funds is used to support salaries, applicant will be required to provide timesheets for reimbursement.
- 8) All organizations must demonstrate the capacity to expand its housing stock including but limited to proof of positive cash flow for all current properties. CHDO Operating Assistance Funds are not to be used to support activities needed to maintain operations of current properties. **NOTE:** lack of positive cash flow on properties will not automatically disqualify applicant from receiving CHDO funds.
- 9) All successful proposals must address the community development needs presented in the Washtenaw Urban County and/or the City of Ann Arbor Consolidated Plans, and must meet the guidelines articulated in this Request for Proposal.

- 10) All activities to be funded through this process must be targeted toward City of Ann Arbor and/or Washtenaw Urban County households earning up to 80% of the Area Median Income as defined by the most current HUD income limits (See Attachment A for the FY 2006 Income Limits by Household size.)

SECTION III: PROPOSAL PREPARATION INSTRUCTIONS

The proposal shall include all of the following information (failure to include all the information could result in disqualification):

- A) COMPLETE PROPOSAL COVER PAGE:** Please use Attachment B of RFP.
- B) PROJECT STATUS:**
1. Briefly identify a project that you are currently working on with the City or the County that is HOME-assisted³; **or**
 2. Provide a copy of signed sales agreement, signed option to purchase, OR copies of board minutes indicating approval for your organization to expand its housing stock, AND narrative which describes the plan for identifying and developing feasible project(s) within the next 18 months. This narrative should identify potential funding sources and a plan for completing applications for the funds to finance the affordable housing project.
- C) CHDO CERTIFICATION LETTER:** Your organization must obtain a 2007 CHDO certification letter from the Office of Community Development and submit a copy with this proposal to be considered for 2007-08 CHDO Operating funds.
- D) PROJECT TYPE AND BENEFICIARIES (IF APPLICABLE):** Brief description of proposed project(s) including: location, number of low-income households to benefit, anticipated date of application for HOME development funds.
- E) BOARD-APPROVED CURRENT ORGANIZATIONAL OPERATING BUDGET:** Attach copy of most current board-approved operating budget.
- F) PROPOSED CHDO OPERATING USE OF FUNDS:** Please complete Attachment C of RFP and include all projected sources of funding for the housing development activities (board development and support, professional development, community outreach and education, predevelopment activities, working with consultants, etc.) of the CHDO. Also, please make a note at the bottom of the page the sources and amounts of each of your projected operating revenues. **Do not include monthly revenue for the operating and maintenance of properties.**
- G) PROPOSAL SUBMISSION REQUIREMENTS CHECKLIST DOCUMENTATION:** Please use Attachment D of RFP and submit with proposal.
- H) ENCLOSE SIGNATURE PAGE WITH ORIGINAL AUTHORIZED SIGNATURE:** Please complete Attachment E of RFP.

³ **Please note:** A CHDO may not obtain CHDO general operating funding to support a single project for more than two consecutive program years.

- I) HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) PARTICIPATION:** All programs that receive funds under the McKinney-Vento Homeless Assistance Act, including homeless shelter and service providers that receive funds under the Emergency Shelter Grant program must sign and submit an original copy of the HMIS Letter of Intent in Attachment F of this RFP, ***if they have not already done so.***
- J) OTHER PROPOSAL ATTACHMENTS:** Carefully review the list of attachments on the Submission Checklist and submit copies of all other attachments that apply to your organization. As noted, some attachments must only be submitted once by an organization.

SECTION IV: STANDARD PROVISIONS FOR WASHTENAW 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 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 **July 1, 2007** and ends on **June 30, 2008**.

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

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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.

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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.

In addition to the general County contract provisions, this contract will contain requirements for all contractors to comply with all applicable sections of the Home Investment Partnerships Program regulations, which are implemented at 24 CFR Part 92.

SECTION V: TERMS AND CONDITIONS FOR WASHTENAW COUNTY CONTRACTS

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.

B) CRITERIA FOR RANKING OF PROPOSALS

Washtenaw County will consider pre-determined criteria when awarding contracts for these funds. The County will also evaluate proposals based on performance outcomes for each activity and may conduct interviews with qualifying applicants to provide an opportunity to clarify the proposal and allow the applicant to advise of any additional factors which may be relevant to the delivery of the proposed services.

C) TERM OF CONTRACT

The contract(s) will last until **June 30, 2008**.

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

Bid is open until March 2nd, 2007 until 3:00pm.

F) INSPECTION OF FACILITIES

The Manager of the Purchasing Division reserves the right before making an award to have the premises 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.

SECTION VI: STANDARD PROVISIONS FOR CITY OF ANN ARBOR CONTRACTS

If a contract is awarded, the selected vendor will be required to execute a contract containing the terms and conditions of the specimen contract. Following is a specimen agreement for services identified in this request for proposal. Contract terms regarding compliance with HUD, CDBG, and HOME Programs will not appear in contracts that are General Fund only. No changes, modifications, alterations, and deletions to the terms and conditions of this specimen contract will be accepted.

**CITY OF ANN ARBOR
FY 2006/07 COMMUNITY DEVELOPMENT BLOCK GRANT, CITY GENERAL FUND & HOME PROGRAM
CONTRACT WITH
<Name of Agency>**

THIS AGREEMENT, dated the _____ day of _____, 2007, between the City of Ann Arbor, a Michigan municipal corporation, "*City*", whose address is 100 North Fifth Avenue, Ann Arbor, Michigan and, <Name of Agency> , a Michigan <Type of agency> "*Contractor*", whose address is <Agency Address>.

WHEREAS, the *City* has entered into a contract with the United States Department of Housing and Urban Development (HUD) for a Community Development Block Grant pursuant to Title I of the Housing and Community Act of 1974, as amended; and the HOME Investment Partnership Program; and

WHEREAS, the *City* and the *Contractor* desire that the *Contractor* shall provide for the services specified in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. SERVICE DESCRIPTION AND PERFORMANCE TARGETS and SPECIAL CONTRACT CONDITIONS
Contractor agrees to provide services as detailed on Attachment 1, in a lawful and proper manner, "Service Description and Performance Targets" to lower income city of Ann Arbor residents with priority to very low income city residents as determined by criteria established by the Department of Housing and Urban Development (HUD) and in consideration of the noted special contract conditions.

Special Contract Conditions: None

2. BUDGET. If *Contractor* is in compliance with this agreement, the *City* agrees to pay to, or on behalf of the contractor as detailed on Attachment 2 "Budget Form" contingent upon the approval and release of funds from HUD and the receipt of the funds by the *City*.

Program	Fund	Amount
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3. TERM. This contract shall commence on July 1, 2007 and shall terminate June 30, 2008 as to services performed and payments to be made.
4. NONDISCRIMINATION. The *Contractor* agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The *Contractor* agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Attachment 3.
5. LIVING WAGE. The *Contractor* agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing Services to the *City* under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code; to

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post a notice approved by the *City* of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this agreement are working; to maintain records of compliance; if requested by the *City*, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23. A copy of selected provisions of Chapter 23 of the Ann Arbor City Code is attached as Attachment 4. As of April 30, 2006, the current living wage rates under Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3) of the Ann Arbor City Code, is \$9.91 an hour for a covered employer that provides employee health care to its employees and \$11.48 an hour for a covered employer that does not provide health care to its employees.

6. COMPLIANCE WITH LAWS. *Contractor* agrees to comply with all appropriate federal, state and local laws applicable to services required by this contract, including:

Program requirements under the HOME Investment Partnership Program (24 CFR Part 92) as applicable, and the Community Development Block Grant (CDBG) Program (24 CFR 570) as applicable, and the Community Development Act, Public Law 93-838 and the regulations issued thereunder, now or hereafter, including but not limited to the regulations, policies, guidelines, and requirements of Office of Management and Budget circulars A-110, A-122 and A-133 as they relate to the application, acceptance and use of federal funds for this program, as well as the Uniform Relocation Act. Incorporated by reference are Title VI of the Civil Rights Act of 1964, Executive Order 11246, Section 3, Federal Labor Standards set forth in 24 CFR 570.603 and the Americans with Disabilities Act, all as amended.

Federal assistance may not be used for religious activities or provided to primarily religious entities for any activities. However, rehabilitation of buildings owned by primarily religious entities may be undertaken following conditions outlined in 24 CFR 570.200(j).

The *Contractor* warrants, represents and agrees that it and all of its agents, employees and contractors are sufficiently and properly trained and licensed to competently and lawfully perform any activity any one of them may perform under this contract.

7. CONTRACT AMENDMENTS/BUDGET TRANSFERS. This Agreement may be amended only by a written instrument approved by the City Council and the *Contractor's* Board of Directors.

Should the Department of Housing and Urban Development regulations change or should the Department of Housing and Urban Development suspend or terminate funding, that action shall automatically amend this Agreement where and when applicable.

Line item budget transfers that do not affect the Agreement's Service Description and Performance Targets or amendment of the termination date must be requested in advance in writing by the *Contractor* and approved in advance in writing by the City Administrator or his/her designee.

8. FINANCES, AUDITS, AND INSPECTIONS. The *Contractor* shall supply documentation of all Federal and City General Fund expenditures to the *City* and Department of Housing and Urban Development officials upon request. Documentation shall include payments for purchases, vouchers and other official documentation that show in proper detail the nature and propriety of such expenditures. All documents must be clearly identifiable and readily accessible.

Where any expenditure is allocable only in part to services under this Agreement, the *Contractor* shall maintain and make available on request sufficient documentation to demonstrate the reasonableness of the allocation.

The *Contractor* agrees to securely maintain these records for a period of five (5) years after the *City's* final disbursement to the *Contractor*. The *Contractor* shall inform the *City* and permit examination by the *City* and/or the Department of Housing and Urban Development prior to the destruction of any records. The *City* and/or Department of Housing and Urban Development may, at a reasonable time after giving reasonable notice, cause an audit of the records of the *Contractor*.

The *Contractor* agrees to complete and submit to the *City* within twelve months of the close of the *Contractor's* fiscal year annual audited financial statements and management letter(s) prepared by an independent auditing firm.

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9. COMPENSATION. The *City* agrees to make payments on forms supplied by the *City* in quarterly or monthly installments unless otherwise approved in writing by the Community Services Area Administrator or designee. Ten percent (10%) of the general operations funds will be held until all terms of the contract are completed. If at the end of the term of this Agreement there are unexpended portions of the contract amount stated in paragraph 2, the unexpended funds will be retained by the *City* for reallocation to other purposes. Any advance payments made to the *Contractor* for work to be completed shall be expended within the required number of days authorized by federal regulations if applicable.

No funds shall be disbursed under this Agreement by the *Contractor* or any other subcontractor except under a written contract and unless the subcontractor is in compliance with City and Federal requirements with regard to fiscal matters and civil rights to the extent these requirements are applicable. The *Contractor* shall provide the *City* with copies of the contracts with subcontractors.

10. INSURANCE COVERAGE. The *Contractor* shall secure and maintain insurance policies, including those stated below, as will protect the Contractor, any of its subcontractors and, unless otherwise specified, the *City* from all claims for bodily injuries, death or property damage which may arise under this contract; whether the actions are made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

(a) Worker's Compensation Insurance under the provisions of the Michigan Worker's Compensation Act and all applicable state and federal statutes

(b) General Liability Insurance in an amount not less than \$500,000 for injuries, including accidental death to any one person. The *City* of Ann Arbor shall be named as an additional insured.

(c) Automobile Liability Insurance including all owned or non-owned vehicles used for service delivery. The *City* of Ann Arbor shall be named as an additional insured.

(d) Professional Liability Insurance, if providing medical, dental, accounting or legal service under this contract.

(e) Property Insurance if *contractor* owns a building or buildings for which *City* funds under this contract assist in its operations or program delivery.

Insurance certificates shall be filed with the *City* giving satisfactory evidence of insurance before the work under this contract is begun. The certificates shall be maintained during the life of the contract. All insurance certificates shall also provide that the city shall be given 30 days prior notification of the insurance company's intent to cancel or materially change the policy. Any disclaimer or any other language that negates Company responsibility for the 30 days notice will not be acceptable. The insurance company must be acceptable to the *City* Attorney and shall also name the *City* as an insured party.

11. INDEMNIFICATION. The *Contractor* shall indemnify, defend and hold the *City*, its officers and employees harmless in the event of liability claims arising out of the *Contractor's activities* undertaken in connection with this agreement.

12. REPORTS, MONITORING AND EVALUATION. The *Contractor* agrees to cooperate fully with the *City* and HUD officials, to evaluate and monitor the requirements and performance of programs financed with CDBG, HOME and/or *City* General funds. The *Contractor* agrees to provide such information and reports, oral or written, as may reasonably be required or requested during the term of this Agreement on matters relating to program activities, performance, contract compliance and evaluations of programs receiving CDBG, HOME and/or *City* General funds.

The *Contractor* and Subcontractor if applicable, agrees to complete and submit to the *City* in a timely manner performance reports or other reports as determined by the *City*. Reports shall include data on the services provided, number of beneficiaries and progress on the Contractor's achievement of outcome measures and indicators of program success as specified in Attachment 1. Report forms are to be provided by the *City* along with a schedule of report submission dates along with a schedule of report submission dates. Board minutes and Treasurer's Reports shall be submitted along with performance reports. Funding will be withheld until the *City* receives the required reports including Board minutes and financial reports.

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13. USE OF PROPERTY. Whenever CDBG, HOME or City General funds or program incomes are used, in whole or in part, for the purchase of equipment or personal property, the property shall not be transferred for a period of five (5) years from the date of purchase or completion of construction without *City* approval. The *Contractor* shall maintain an inventory for *City* review.

Should the *Contractor* become defunct or cease to be funded by the City of Ann Arbor, the *City* shall have the right to reclaim the equipment or personal property purchased with City or federal funds or program income for up to one year after the expiration date of the most recent Community Development Block Grant contract between the *Contractor* and the *City*.

14. POLITICAL ACTIVITIES. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activities or to further the election or defeat of any candidate for office.

15. CONFLICT OF INTEREST. Contractor shall comply with the conflict of interest regulations for the HOME Program (24 CFR 92.356) and the CDBG Program (24 CFR 92.611) as applicable.

Also, no employee, officer or elected or appointed official of the *City* and no immediate relative (spouse, parent, sibling, or child) of any such person, has or shall have any financial interest in this Agreement. Except for salaries and expenses which may be paid with funds under this Agreement, no employee, officer or director of the *Contractor* and no immediate relative (spouse, parent, sibling, or child) of any such person, has or shall have any financial interest in this Agreement.

16. SUSPENSION/TERMINATION. If *Contractor* fails to comply with the terms of this Agreement, or with applicable federal regulations, the *City* may declare it suspended or terminated. Thereafter, the *City* shall have no obligation to provide further funds to the *Contractor*. The termination shall not relieve the *Contractor* of its obligations to prepare or preserve its records and to make them available for audit or inspection. The *City* shall provide reasonable notice to the *Contractor* indicating the reasons for its actions before suspension or termination.

17. BOARD OF DIRECTORS. The *Contractor* warrants that it has supplied the *City* with current copies of its Charter, Articles of Incorporation, bylaws and/or other documents designating the method of electing or appointing the members of its Board of Directors. The *Contractor* shall also keep on file with the *City* a current list of its Board members, its officers, and their addresses. Any changes in membership shall be promptly reported to the *City*.

The *Contractor* shall maintain a Board of Directors that includes minority membership, clients and representatives from diverse elements of the community. All of the *Contractor's* board members shall be volunteers, not employees of the *Contractor*. Board members of the *Contractor* shall serve without compensation (except for reimbursement of verified expenses for fulfilling the responsibility of Board membership).

The *Contractor* shall hold regularly scheduled board meetings and be accountable for the actions of its agency. The Board shall allow time on its agenda, when reasonably requested by the *City*, for consideration of matters related to this contract.

18. PERSONNEL. Documentation relating to the following requirements shall be available to the *City* or Department of Housing and Urban Development upon request:

The *Contractor* shall have direct control of all personnel providing contracted services and shall provide necessary training and supervision. The *Contractor's* personnel and volunteers shall operate under Board-approved written personnel policies which are periodically reviewed and revised as necessary and communicated to all staff. The *Contractor* shall have a well-defined classification and pay plan, including job descriptions for each position in the agency that outlines qualifications, duties and responsibilities of employment. The *Contractor* shall maintain personnel records substantiating time worked and compensation of all employees.

19. SEVERABILITY OF PROVISIONS. Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the

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remainder of the provisions of this agreement or the application of the provision to other parties or other circumstances.

- 20. CHOICE OF LAW. This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Consultant and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.
- 21. EXTENT OF AGREEMENT. This agreement represents the entire understanding between the City and Contractor and it supersedes all prior representations or agreements regarding this service whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this agreement.

In witness whereof, the undersigned have executed this Agreement as of the day and year first above written.

CONTRACTOR:
<Name of Agency>, a Michigan <type of agency>

CITY:
CITY OF ANN ARBOR, a Michigan Municipal Corporation

By: _____

Printed Name: _____
Board President

Approved as to Substance:

By: _____

Printed Name: _____
Executive Director

By: _____

John Hieftje
Mayor

By: _____

Jacqueline Beaudry
City Clerk

Approved as to Substance:

Roger W. Fraser
City Administrator

Jayne Miller
Community Services Administrator

Approved as to Form:

Stephen K. Postema
City Attorney

**ATTACHMENT 1
Service Description and Performance Targets**

Service description and performance targets to be based on terms and conditions of RFP and the selected proposal.

**ATTACHMENT 2
Budget Summary**

Budget Summary to be based on terms and conditions of the RFP and the selected proposal.

**ATTACHMENT 3
Human Rights Ordinance**

Fair Employment Practice

The Contractor, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.

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- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
 - (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

Contract Amount	Assessed Damages Per Day of Non-Compliance
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

**ATTACHMENT 4
Living Wage Requirements**

The Contractor, its agents or sub-contractors, shall comply with all requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

1:813. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12-month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
 - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour

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- for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.
- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other non-personnel costs.
 - (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12-month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12-month period.
 - (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
 - (9) "Person" means any individual, copartnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
 - (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be **\$9.91** an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be **\$11.48** a hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefore to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2003, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2002 and 2003. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

SECTION VII: TERMS AND CONDITIONS FOR CITY OF ANN ARBOR

A) AWARD

The City of Ann Arbor 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 may be considered. The City of Ann Arbor does not intend to award a contract fully on the basis of any response made to the proposal; the City of Ann Arbor 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 City of Ann Arbor's specifications and needs.

Award letters will be sent to bidders in June of 2007 when the City receives information from the US Department of Housing and Urban Development about the final HOME allocations. In addition, City Council must approve the allocation of HOME funding for CHDO Operating. Final contracts cannot be written until the HOME funds are formally released after July 1, 2007.

B) CRITERIA FOR EVALUATION OF PROPOSALS

The City reserves the right before making an award to inspect the premise of the bidder, or to take any other action necessary to determine the fitness, reliability, and ability to perform. The City intends to utilize pre-determined criteria when awarding contracts out of this RFP. The City will also evaluate proposals based on performance outcomes for each activity and may conduct interviews with qualifying applicants to provide an opportunity to clarify the proposal and allow the applicant to advise of any additional factors which may be relevant to the delivery of the proposed services.

C) TERM OF CONTRACT

The contract(s) will last until **June 30, 2008**.

D) COST OF RFP

The City 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, March 2nd, 2007 at 3:00 pm.

F) EVALUATION PROCESS

Each proposal will be reviewed for compliance with submission requirements and a determination of whether the proposal meets the minimum criteria established in the RFP. Each proposal will be reviewed for program eligibility under the regulations of the associated Federal HUD regulations for HOME funds and City of Ann Arbor Housing & Human Services Policy Guidelines. Interviews with qualifying applicants may be conducted to provide an

opportunity to clarify the proposal and allow the applicant to advise of any additional factors which may be relevant to the delivery of the proposed services.

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.

ATTACHMENT A: 2006-07 HOME PROGRAM INCOME LIMITS

Household Size	1	2	3	4	5	6	7	8
Median income	\$57,700	\$65,900	\$74,200	\$82,400	\$89,000	\$95,600	\$102,200	\$108,800
Low income (80% / 73%)	\$41,700	\$47,700	\$53,650	\$59,600	\$64,350	\$69,150	\$73,900	\$78,650
Very low income (50%)	\$28,850	\$32,950	\$37,100	\$41,200	\$44,500	\$47,800	\$51,100	\$54,400
Extremely low income (30%)	\$17,300	\$19,750	\$22,250	\$24,700	\$26,700	\$28,650	\$30,650	\$32,600

*Note: the 80% median income level may not exceed the U.S. median income level, consequently it is actually 76% of median. Updated figures available late February for new year.

**ATTACHMENT B: 2007-08 CHDO OPERATING ASSISTANCE
PROPOSAL COVER PAGE**

Name of Nonprofit Organization: _____

Address: _____

Telephone: _____ FAX: _____

Contact Person: _____ e-mail: _____

Tax ID: _____

Funds Requested from the Office of Community Development (Enter amount requested from each jurisdiction in the space provided.):

City of Ann Arbor: \$
=====

Washtenaw County: \$
=====

=====

OFFICE OF COMMUNITY DEVELOPMENT STAFF USE ONLY:

DATE/TIME RECEIVED _____ Staff Initials _____

MINIMUM SUBMISSION REQUIREMENTS MET? YES _____ NO _____

ATTACHMENT C: OFFICE OF COMMUNITY DEVELOPMENT CHDO Operating Proposed Use of Funds				
ORGANIZATION NAME:				
CHDO OPERATING REVENUES				
REVENUE TYPE	COUNTY FUNDING	CITY FUNDING	OTHER REVENUES⁴	PROGRAM TOTALS
AMOUNT REQUESTED				
PROJECTED PROGRAM INCOME⁵				
TOTALS				⁶
CHDO OPERATING EXPENDITURES				
EXPENDITURE TYPE	COUNTY FUNDING	CITY FUNDING	OTHER EXPENDITURES	PROGRAM TOTALS
PERSONNEL, TAXES, & FRINGES				
CONSULTANT & CONTRACTUAL				
SPACE & RELATED COSTS				
PRINTING/ SUPPLIES				
TRAVEL				
OTHER:				
TOTALS				²

⁴ Indicate at the bottom of the page or on a second page the sources and amounts of your expected revenues for the 2007-08 program year; and provide the status of these funds (i.e. applied for, pending, or confirmed).

⁵ Revenue generated as a result of activities funded by federal dollars. Does not include rental income or developer fee

⁶ The bottom right boxes in the revenue and expenditure tables should equal one another.

**ATTACHMENT D:
PROPOSAL SUBMISSION REQUIREMENTS CHECKLIST**

PROPOSAL (SUBMIT 1 ORIGINAL AND THREE (3) COPIES OF EACH)

- _____ Proposal Submission Requirements Checklist – Attachment D of RFP
- _____ Proposal Cover Page- Attachment B of RFP
- _____ 2007 Office of Community Development CHDO Certification Letter
- _____ Narrative Description of Project(s) to include:
 - _____ Documentation of Current or Planned Project Status
 - _____ Estimated Timeline for Start/ Complete
- _____ Project Type and Beneficiaries (if applicable)
 - _____ Housing Description
 - _____ # Low Income Beneficiaries
- _____ Current Board Approved Operating Budget and Narrative
- _____ CHDO Operating Proposed Use of Funds—Attachment C of RFP
- _____ Signature Page—Attachment E of RFP

ATTACHMENTS (SUBMIT 2 COPIES FOR EACH APPLICATION)

- _____ Organizational Chart and Staff List
- _____ Copies of all 2006 Board Meeting Minutes
- _____ IRS Federal Form 990 Exempt Organization Return
- _____ HMIS Letter of Intent—Attachment F of RFP

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

Name

Title

ATTACHMENT F: HMIS LETTER OF INTENT

The Homeless Management Information System (HMIS) is a collaborative effort among Homeless Service Providers and Continuum of Care areas to document client-level needs and characteristics through a coordinated system that can aggregate common information at the agency, community, and statewide levels. The mission of the Washtenaw County HMIS is to improve the quality and accessibility of services to homeless individuals and families, and ultimately, to end homelessness in our community.

In 2001, Congress mandated that HUD assist local jurisdictions in implementing HMIS and in using data from these systems to understand the size and characteristics of persons who are homeless, analyze local patterns of service usage, and assess local service needs. In response to this mandate the Washtenaw County Continuum of Care has implemented the ServicePoint HMIS system which is coordinated and supported by the Washtenaw County/City of Ann Arbor Office of Community Development and Information Technology Services staff. Currently, 70% of the emergency shelter beds in the County are represented in the HMIS.

While all homeless service providers are encouraged to consider the benefits of participating in an HMIS, HUD announced in the FY 2003 funding notices that providing client-level data to a local HMIS is a condition of funding for grantees. Given the benefits of an HMIS, all recipients of HUD McKinney-Vento Act program funds are expected to participate in an HMIS. The HUD McKinney-Vento Act programs include ESG, SHP, S+C, and Section 8 Moderate Rehabilitation for SRO. In addition, projects that receive HOPWA funding and target homeless persons are required to participate in the local jurisdiction's HMIS. HMIS participation includes, but is not limited to the following:

- Support of local, state and national HMIS goals and objectives
- Enforcement of applicable (HUD or HIPAA) privacy and confidentiality standards, including those additionally defined by the Washtenaw County HMIS policies
- Timeliness of data entry into the local HMIS
- Accurate and complete client-level data entry based on minimum data collection requirements as defined by HUD and the Washtenaw County HMIS Steering Committee
- Participation and attendance at local HMIS planning bodies (e.g., HMIS Steering Committee, HMIS End User Group)

I understand that if my agency receives HUD McKinney-Vento Act program funds and/or provides shelter or homeless services, that participation in the Washtenaw County HMIS is a requirement for receiving funds awarded through this RFP. Further, I understand that I will be asked to sign an HMIS Participation Agreement before any contracts awarded out of this RFP are finalized.

Signature

Organization Name

Print Name/Title

Date