

BIDDERS COMPANY NAME

Request for Proposal #6326

Office of Community Development 2007-09 City of Ann Arbor (CDBG/General Fund) and 2007-08 Washtenaw Urban County (CDBG) Human Services Funding

Prepared By:

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WASHTENAW COUNTY

Finance Department
Purchasing Division

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REQUEST FOR PROPOSAL #6326

February 2, 2007

Washtenaw County Purchasing Division, on behalf of the Office of Community Development, is requesting proposals for identified human services. These projects will be funded through the Community Development Block Grant (CDBG) Program, which are federal grants that Washtenaw County and the City of Ann Arbor administer for the Washtenaw Urban County and City of Ann Arbor, respectively. In addition, the City of Ann Arbor allocates General Funds for human services. All proposals for Washtenaw County CDBG funds must address the needs of the low- and moderate-income residents of jurisdictions that currently participate in the Urban County: The City of Ypsilanti, Scio Township, York Township, Ypsilanti Township, Salem Township, Pittsfield Township, Superior Township, Ann Arbor Township, Northfield Township, & Bridgewater Township. All proposals for City of Ann Arbor CDBG and General Funds must benefit low- and moderate-income City of Ann Arbor residents.

Organizations contracting with Washtenaw County and the City of Ann Arbor must also comply with certain local requirements of the County and City's respective Human Rights and Living Wage Ordinances. In addition, each organization must carry minimum Liability and Workers Compensation insurance. See details in appendices.

Sealed Proposals: Vendor will deliver one (1) original and two (2) copies in an envelope clearly marked:

RFP #6326 Washtenaw County

OR

RFP #6326 City of Ann Arbor

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 3:30 PM on March 2, 2007.

A mandatory Pre-Bidders Conference is scheduled for Monday, February 12th from 2:30-3:30pm at the Library Learning Resource Center, 4135 Washtenaw Avenue, Ann Arbor, Conference Room A. Please read entire RFP prior to attending.

2007-08 Office of Community Development Human Services RFP #6326

Each submission shall include the entire Request for Proposal document, additional documents as required for new Bidders and any amendments if issued.

Proposals received after the above-cited time will be considered a late quote and are not acceptable. Late quotes for Washtenaw County funds may be accepted if waived by the Purchasing Manager and the Office of Community Development. Late quotes for City funds may be accepted if the deadline is waived by the City Community Services Administrator and the Office of Community Development.

- Please direct questions regarding this RFP document to Anne Strieter, Senior Buyer at (734) 222-6760 or strietera@ewashtenaw.org
- Training sessions will be held in January and February of 2007 for those nonprofits that would like a refresher on how to use the online system, as well as for those nonprofits that have not taken this training. Please see page 9 of this RFP for instructions about registration for these trainings.
- After attending one of the training sessions, please direct technical questions on how to use the communitygrants.org system to help@communitygrants.org.
- For technical questions about the RFP questions, please contact Candace Cadena (City of Ann Arbor General Fund/ CDBG) at (734) 622-9007/ cadenac@ewashtenaw.org or Annette Rook (Washtenaw County CDBG) at (734) 622-9015/ rooka@ewashtenaw.org.

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I. GENERAL INFORMATION

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

A. PURPOSE OF REQUEST FOR PROPOSAL

For many years, the City of Ann Arbor has received Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD), in order to serve low- and moderate-income households. In addition, the City of Ann Arbor City Council also allocates General Funding in its annual budget to support human services for lower-income residents. The 2005-09 City of Ann Arbor Consolidated Strategy and Plan provides an analysis of the need for housing and non-housing community development projects in the City. The City of Ann Arbor seeks proposals that address the FY 2007-08 Human Service Investment Targets (see Section III).

In 2003, HUD also awarded CDBG funding to Washtenaw County on behalf of the seven original Urban County Townships. In 2006, two additional Townships and the City of Ypsilanti joined the Urban County to be eligible for this funding. The 2003-2008 CDBG Urban County Consolidated Strategy and Plan¹ provides an analysis of the need for housing and non-housing community development projects within the boundaries of the following ten current Urban County jurisdictions: Ypsilanti Township, City of Ypsilanti, Pittsfield Township, York Township, Scio 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 Urban County priorities and Investment Targets (see Section III).

The Washtenaw County and City of Ann Arbor funding for bid in this RFP will cover the period from July 1, 2007- June 30, 2008. The City of Ann Arbor will recommend funding based on a two-year budget, with funding levels anticipated to remain constant across both fiscal years (2007-08 and 2008-09). There will not be an RFP process in 2008-09 for the City of Ann Arbor; funding will be allotted based on the RFP submitted in 2007-08. The City of Ann Arbor budget will, however, need to be approved annually by City Council.

¹ Interested parties can download both the City of Ann Arbor and Washtenaw Urban County Consolidated Plans at www.ewashtenaw.org by clicking on “Government-Departments-Community Development- Plans, Reports, & Data”.

B. REQUEST FOR PROPOSAL TERMS – WASHTENAW COUNTY & CITY OF ANN ARBOR

- 1) Washtenaw County & the City of Ann Arbor reserve the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, Washtenaw County & the City of Ann Arbor will consider receiving the most advantageous proposal regarding price, quality of service, vendor's qualifications and capabilities to provide the specified service, and other factors.. The County and City do not intend to award a bid fully on the basis of any response made to a proposal.
- 2) Washtenaw County & the City of Ann Arbor reserve the right to reject any and all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County or City to be in the best interest of the County or City whether or not it is the lowest bid. **Once submitted, no proposal for City of Ann Arbor funding may be amended or substituted, unless permitted by the City Community Services Administrator.**
- 3) An official authorized to bind the provider to its provisions for at least a period of 90 days must sign proposals. Failure of the successful bidder to accept the obligation of the bid may result in the cancellation of any award.
- 4) In the event it becomes necessary to revise any part of the RFP, an addendum will be provided. Deadlines for submission of the RFPs may be adjusted to allow for revisions.
- 5) Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
- 6) Washtenaw County & the City of Ann Arbor reserve the right to recapture and reallocate funds to alternate projects for any project where the contract has not been executed by **September 30, 2007** or where the projects are not progressing in a timely manner.
- 7) Washtenaw County & the City of Ann Arbor reserve the right to establish spending guidelines for all projects and approve funding contingent upon meeting additional requirements.

II. ESTIMATE OF FY 2007-08 FUNDING AVAILABLE

Below are estimated levels of funding based on current reports from the US Department of Housing and Urban Development (HUD). Final allocations are contingent upon the approval and release of funds from HUD and the receipt of the funding by Washtenaw County and the City of Ann Arbor, as well as the appropriation of General Funding by City Council for human services programs. According to HUD guidelines, CDBG funds must be used to benefit those households that have incomes at 80% of the Area Median Income² and below (see page 12 for the 2006 income limits).

A. ESTIMATED WASHTENAW URBAN COUNTY CDBG FUNDING AVAILABLE

As of the date that this RFP was published, the Office of Community Development estimated that there would be **approximately \$168,372.00 in Urban County CDBG funding** available for human services programs. This funding must be spent to benefit eligible households (see page 12 for current income limits) in the following jurisdictions: Ypsilanti Township, Ypsilanti City, Scio Township, York Township, Pittsfield Township, Superior Township, Salem Township, Northfield Township, Bridgewater Township, & Ann Arbor Township.

B. ESTIMATED CITY OF ANN ARBOR FUNDING AVAILABLE

CDBG FUNDING FOR HUMAN SERVICES

As of the date that this RFP was published, the Office of Community Development estimated that there will be **approximately \$396,000.00 in City of Ann Arbor CDBG funding** available for human services programs each fiscal year, which must be used to serve eligible City of Ann Arbor residents (see page 12 for current income limits).

GENERAL FUNDING FOR HUMAN SERVICES

As of the date that this RFP was published, the Office of Community Development estimates that there will be **approximately \$1,206,541.00 in City of Ann Arbor General Funds³** available for human services programs each fiscal year, which must be used to serve eligible City of Ann Arbor residents (see page 12 for current income limits).

² 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 76% of AMI.

³ Note: This is the current, estimated allocation for human services from the City of Ann Arbor general fund. City Council will not approve a final allocation of General Funds for Human Services until May 2007 as part of the entire FY 2007-08 City of Ann Arbor budget.

III. FY 2007-08 PRIORITY NEEDS AND INVESTMENT TARGETS

A. HUD PERFORMANCE MEASUREMENT CHANGES

In 2006, HUD implemented a new performance measurement system to quantify the impact of the Community Development Block Grant and other HUD programs. Therefore, during the 2007-08 program year, all Office of Community Development-funded CDBG human services projects must meet one of the following HUD objectives and outcomes.

HUD OBJECTIVES

- Suitable Living Environment
- Decent Housing
- Economic Opportunity

HUD OUTCOMES

- Improve Availability/ Accessibility: Makes Basics Available to Low- and Moderate-Income Persons
- Improve Affordability: Makes an Activity More Affordable for Low- and Moderate-Income Persons
- Improve Sustainability: Using Resources in a Targeted Area to Help Make that Area More Viable

B. WASHTENAW URBAN COUNTY

Following are the high- and medium-priority human service needs and investment targets for the Washtenaw Urban County Executive Committee, as identified in the 2003-08 Consolidated Strategy and Plan. As noted above, all CDBG-funded programs must also fit into the new HUD Outcomes and Objectives.

HIGH PRIORITY NEEDS

- Senior Services
- Childcare Services
- Transportation Services
- Health Services
- Lead Hazard Screening

MEDIUM PRIORITY NEEDS

- Supportive Services to Prevent Homelessness
- Youth Services
- Employment Training
- Crime Awareness
- Supportive Services to Persons with Disabilities

URBAN COUNTY INVESTMENT TARGETS

- Increase Access to Mainstream Community Resources and Services
- Increase Access to Public Services that Support Housing & Community Stability
- Increase Access to Transportation & Economic Opportunities

C. CITY OF ANN ARBOR

Following are the high priority, human service investment targets identified in the 2005-09 Consolidated Strategy and Plan, which will be supported through this Request for Proposals. Bidders must choose one target (in bold) that best describes the goals of the program. Program goal examples are also listed, but not limited to those below. ***As noted above, all CDBG-funded programs must also fit into the new HUD Outcomes and Objectives.***

INCREASE HOUSING STABILITY

- Reduce the incidence and onset of homelessness
- Reduce the negative impact and duration of homelessness
- Provide homeownership or supportive housing opportunities
- Provide emergency shelter for those who are homeless

INCREASE ACCESS TO HEALTH & WELL-BEING

- Provide affordable primary and specialty medical, dental, pre-natal and mental health care, or substance abuse services for under or non-insured
- Provide emergency food and / or nutritional supplements

INCREASE LONG-TERM SUCCESS OF AT-RISK YOUTH

- Provide after school / summer academic enrichment activities
- Provide job skills training
- Provide opportunities for community involvement, civic engagement and leadership training

INCREASE FAMILY ECONOMIC STABILITY

- Provide access to quality, affordable childcare
- Assist persons with special needs to achieve and maintain maximum level of independence
- Provide services to increase employability and assistance needed to obtain employment
- Provide emergency shelter for those who are homeless

IV. PROPOSAL INSTRUCTIONS

Please review all instructions before proceeding. Be sure to answer all questions as instructed in this RFP and submit all components according to the Submission Requirements Checklist in Section IV-E. Each proposal will be evaluated by a team of reviewers to understand how the proposed program meets the Investment Targets of each funder as listed in Section III.

Note: Bidders must apply for either Washtenaw County OR the City of Ann Arbor funds per each proposal submission. Bidders requesting support from Washtenaw County and the City of Ann Arbor for the same program must submit two (2) proposals.

A. PROPOSAL AVAILABILITY

Copies of the complete Request for Proposal #6326 are available online in Adobe format at the Washtenaw County website <http://purchasing.ewashtenaw.org> click on online bids, then click on open bids, find RFP#6326 and download.

B. ONLINE GRANT APPLICATION & TRAINING

All Bidders must complete their applications via the www.communitygrants.org website and should attend a training session on how to use the system. In order to access the online application, all bidders must request a password to use the system via the website. The Office of Community Development and the NEW Center have coordinated several trainings and **strongly encourage** all bidders to attend a training session on how to use the new online system. The following training sessions are available for the Office of Community Development 2007-08 Request for Proposals:

INTRODUCTORY SESSIONS:

Thursday, Jan. 4, 10 to 11 a.m.
Wednesday, Jan. 10, 2 to 3 p.m.
Friday, Feb. 2, 3 to 4 p.m.
Tuesday, Feb. 6, 10 to 11 a.m.
Tuesday, Feb. 20, 2 to 3 p.m.
Thursday, Mar. 1, 10 to 11 a.m.

REFRESHER SESSIONS:

Wednesday, Jan. 10, 3 to 3:30 p.m.
Tuesday, Feb. 6, 11 to 11:30 a.m.
Tuesday, Feb. 20, 3 to 3:30 p.m.

Agencies must pre-register for these training sessions, which will be held at the Washtenaw County Library Learning Resource Center Tech Lab. You may [register online](http://www.communitygrants.org) (preferred) at www.communitygrants.org.

C. PROPOSAL SUBMISSION REQUIREMENTS

SEALED BID

Submit proposal in SEALED enveloped marked RFP #6326 – Washtenaw County OR RFP#--6326 City of Ann Arbor. Proposals and supporting documentation must be submitted in hard copy with original signatures (plus 2 copies). Faxed or e-mail versions will not be accepted.

DUE DATE/TIME

Proposals are due **by 3:30pm, March 2rd, 2007** 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.****

PRE-BIDDERS CONFERENCE

A **mandatory** pre-bidders conference is scheduled for **Monday, February 12th from 2:30 – 3:30pm** at Library Learning Resource Center, 4135 Washtenaw Avenue, Ann Arbor, Conference Room A.

CONTENTS OF SUBMISSION

Please be sure to complete ALL of the following components with each submission and submit prior to the due date/time. Submit one original and two copies of items #1- #4 and one copy of the documents listed in #5 with your bid packet to Purchasing by the RFP due date. The remainder of the required documents in #6-#8 must also be submitted electronically through communitygrants.org by the due date of the RFP, as described below and on the Submission Requirements Checklist (see page 16).

- 1) **Cover Page:** When you click on "Print Application", the online application system will generate a cover page that includes the address, telephone, fax, tax id, Funder's Investment Target you selected, the funding organization for your proposal (Washtenaw County OR City of Ann Arbor), amount of request, e-mail contact address of Bidding Organization; Executive Director; and the project name. Be sure to include the signature and title of the authorized organization representative to attest to the statement included there. This document must be submitted in hard copy with your proposal.
- 2) **Proposal Narrative Questions:** When you click on "Print Application", the online system will generate a copy of the answers to each of the questions in the standard outcome funding application, and examples are provided in this RFP document. You must complete all questions and submit this document in hard copy with your proposal, or your bid packet will be considered incomplete and your agency may risk losing its funding.
- 3) **Submission Requirements Checklist:** Bidders should indicate and attest to the documents submitted by signing and submitting this form in hard copy with proposal (see page 16).
- 4) **Letter of Intent for Homeless Management Information System (HMIS) Participation:** If they have not previously done so, all organizations that receive Federal 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 a hard copy of the HMIS Letter of Intent provided in Attachment A on page 29 of this RFP.
- 5) **Additional Documents:** Submit one (1) hard copy of the following:
 - IRS Federal Form 990 Exempt Organization Return
 - Proof of 501(c)3 or other Tax Exempt Status*
 - Articles of Incorporation*
 - Organizational Audit*
 - Bylaws* / updates

* Denotes that the document is not required if organization has already submitted their most current copy to the Office of Community Development. If you are not sure, please submit.
- 6) **Program Budget:** the online system now allows you to upload a copy of your most current, Board-approved program/project budget as part of the application by using the format provided in the communitygrants.org system (see list under "download funder budget formats" button in that section of the application). The program/project budget for your new 2007-08 grant application must be submitted electronically by the RFP deadline. Because the City funding is for two years, applicants shall submit a FY 07 -08 Program Budget and a draft FY 08 -09 Program Budget with this application. It is reasonable for the applicant to have the same or similar budgets for both fiscal years.
- 7) **Current Board-Approved Organization Operating Budget:** the online system now allows you to upload a copy of your most current, Board-approved operating budget as a part of the Agency Profile. The organization operating budget for your current fiscal year must be submitted electronically by the RFP deadline.

- 8) **Board Roster:** the online system now allows you to enter the most current information that you have on all of your Board members as part of the agency profile. You must submit your most current board information electronically when you update your agency profile before the deadline.

Applicants awarded funding by the City of Ann Arbor will be required to submit the following updated documents in *March 2008*:

- Proposed Program Budget
- Current Board-Approved Organization Operating Budget
- Board Roster
- 2007 or Most Recent IRS Federal Form 990 Exempt Organization Return
- Independent Audit (and A-133 Audit if applicable)
- Adjusted Performance Targets and Milestones, if applicable

D. STEP-BY-STEP INSTRUCTIONS FOR PROPOSAL NARRATIVE QUESTIONS

As part of a continuing collaborative effort to provide a more efficient application process for local nonprofit partners, several community funding organizations have been working together to finalize an online community grants system can be found on the web at www.communitygrants.org. **Please be sure to update your Agency Profile online and answer all of the questions as listed below and in the “Standard Outcome Funding Application” form of the online application.**

GENERAL INFORMATION

When you open up communitygrants.org and attempt to “add an application” it will give you a list of funding agencies from which to choose. If you are applying for City of Ann Arbor General Funding and/or CDBG, then you would click on the City of Ann Arbor logo and proceed. If you are applying for Washtenaw County CDBG funding, you should click on the County logo next to “Community Development- Washtenaw County”. **Note:** If you wish to apply to the City and the County, then you must submit two separate electronic and paper applications for the project/program.

The standard outcome funding application will then prompt you to answer several general questions about your proposal for funding, including grant summary, geographic area, fiduciary, grant contact, funder acknowledgement, etc. Please be sure to complete all of the fields in this section for each application and provide a correct email address for the grant contact, as we use these for periodic updates & reminders.

GRANT NARRATIVE QUESTIONS

Investment Target/ Funder Priority

Question #1 (Drop down menu): Browse and choose ONE of the following investment targets from the drop down menu:

Community Development- City of Ann Arbor

- Increase Housing Stability
- Increase Access to Health & Well-being
- Increase Long-term Success of At-Risk Youth
- Increase Family Economic Stability

OR

Community Development- Washtenaw County

- Increase Access to Community Resources and Services
- Increase Access to Public Services that Support Housing & Community Stability
- Increase Access to Transportation, Economic Opportunities, and Housing

Program Outcome Statement

Establishing a compelling **outcome statement**, mission or vision, sets a vital tone for effective outcome thinking. It becomes the core of organizational leadership and a prelude to high performance.

Question #2: Provide a concise statement describing the end result you are working toward (enter in box provided in online system).

Program Outcome Statement Examples

Example A: All children and youth placed in out-of-home care are successfully reunited with their families and communities no more than two years following removal.

Example B: Youth enrolled in our six-week “know-yourself” program will show growth in self-esteem and problem solving skills.

Example C: The community as a whole and workplaces in particular will be better informed regarding the consequences of ATOD use/abuse following our community organizational campaign.

Customers/ Target Population

Customers are the target population, groups or clients who will directly interact with your program and its implementers. This interaction is intended to result in a change in behavior or condition in line your organizational outcomes. The outcome framework prefers the term customer rather than client because customers have a choice about participation. Implementers need to think about how to appeal to the group they are working with as if that group consists of customers.

Question #3a: Describe the people you will serve, by age, geographic area, socio-economics, organization, and gender (enter in box provided in online system).

Question #3b: If your project / program serves people considered to be low- or moderate-income, please use the 2006 Department of Housing and Urban Development Income categories⁴ (below and online) and estimate that number of participants that will have incomes in the following income categories:

_____ Extremely Low _____ Very Low _____ Low _____ Other/Moderate

| HUD FY 2006 Income Categories – Washtenaw County and City of Ann Arbor | | | | | | | | |
|---|----------|----------|----------|----------|----------|----------|----------|-----------|
| Family Size | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Median income | \$54,400 | \$62,200 | \$69,900 | \$77,700 | \$83,900 | \$90,100 | \$96,300 | \$102,600 |
| *Low income (80% / 74%) | \$40,250 | \$46,000 | \$51,750 | \$57,500 | \$62,100 | \$66,700 | \$71,300 | \$75,900 |
| Very low income (50%) | \$27,200 | \$31,100 | \$34,950 | \$38,850 | \$41,950 | \$45,050 | \$48,150 | \$51,300 |
| Extremely low income (30%) | \$16,300 | \$18,650 | \$21,000 | \$23,300 | \$25,150 | \$27,050 | \$28,900 | \$30,750 |
| *Note: the 80% median income level may not exceed the U.S. median income level, consequently it is actually 76% of median | | | | | | | | |

Product: Components & Activities

In the Outcome Funding Model, your program activities are collectively referred to as a **product** to emphasize the benefit or value to customers. It is defined by its core features, such as the duration and intensity of your services, and the unique ways that your organization intends to address any barriers and challenges to promote successful achievement of the performance targets and milestones.

⁴ When the income limits change in early 2007, the Office of Community Development will provide all funded agencies with the updated limits.

Question #4: Describe the core features of your product - what services you will provide, how often you will provide them and when/where you will provide the services. If applicable, name and describe your research based program and describe any prevention strategies.

Product Example

Our Town Human Services Organization will conduct homelessness prevention outreach activities in five large lower-income apartment complexes over the next program year.

These outreach activities will involve contact and coordination of meeting space with local landlords; availability on site for publicized regular hours to meet with residents that need referrals and/or eviction prevention counseling; planned recreational activities to introduce the service to residents of the apartment complexes; distribution of information and referral materials to all residents re: eviction prevention, financial management resources, employment/training opportunities; and coordination/referral of residents to mainstream resources for income support, health, housing, mental health, and other supportive services in the community.

Performance Targets & Verification/ Goals & Evaluation

Performance targets are the specific results that an implementer commits to achieve. They almost always represent a change in behavior or condition for the customers of a program. They are tangible in the sense that they can be evaluated, measured or verified. And they are narrow enough in scope to be directly achieved by the implementer. A target includes these elements:

- The area of change or condition
- Degree of change...how much, how long, etc.?
- Baseline...what happens if there is no intervention?
- A number that can be measured...how many will change?

Question #5: Add a performance target, and clearly specify the changes in your customers that will result from participating in your program AND how you will verify these results.

Performance Target/ Verification Examples

Example A: In 2007-08, 70 youth will complete an after-school smoking program and 50% of them will know 11 smoking health risks as verified on pre- and post-tests.

Example B: 30 children will demonstrate an increase of .1 grade level and make progress toward managing primary behavior problem at 9-week marking period.

Milestones/ Results

In Outcome Funding, **milestones** are stated in terms of what the customer does. Begin from the initial action through the point where the customer has accomplished the performance target.

Question #6: Add your milestones one at a time, which will be a list of the incremental changes you expect in your customers' behavior and specify the timeframe or completion dates where applicable.

Milestone Example

For program year 2007-08:

- 75 parents will receive information about the program (7/1/07) **Verification:** Mailing list
- 60 parents will call to express interest **Verification:** Phone log
- 60 children will attend the first day of the program (9/1/07) **Verification:** Attendance sheet
- 50 children will meet with individual tutors to establish a plan, emphasizing the improvement of .3 grade levels by semester end and identify one behavior that requires attention (10/1/07)
Verification: plans in file
- 50 children will attend twice weekly sessions and work toward established plan goals
Verification: Attendance logs/ case notes

****Note: City of Ann Arbor Grantees should formulate Milestones and Performance Targets for FY 07-08 and draft Performance Targets and Milestones for FY 08-09. It is reasonable for applicants to have the same Milestones and Performance Targets for both fiscal years. If it is determined during the course of the first FY that the second FY Milestones and Performance Targets need to be adjusted, that can be negotiated through an agreement with the City of Ann Arbor.**

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.

Question #7: Describe who is primarily responsible for delivering the product and reaching the performance targets. Describe them by name and function, and list relevant experience and certifications. (List desired traits if not yet hired.)

Collaborators/ Partners

Question #8: List any collaborative partners, joint programming ventures, or other working agreements with other agencies, and describe how they will contribute to the success of this project. (Examples of collaborators or partners include joint decision making processes for outcomes of a population, sharing of space or other resources,)

Community Impact

Question #9: How will your project impact our community or create social change in one or more of the following ways, and how will you measure this change? (Research indicates that these factors best measure social change. We understand that not every project will achieve social change as defined here.)

- Define or reframe your project's main issue (such as hunger, housing, etc.)
- Change community behavior
- Develop or engage a critical mass to affect your project's main issue
- Create or change an institution or policy
- Maintain a current position or hold the line on previous progress

Sustainability: Customer & Program

Question #10a: How will you sustain the performance targets that are achieved in your program?

Question #10b: What are your long-term strategies for funding this program at the end of the grant period? (Please outline other funding sources for your program)

Program Budget

Question #11: Please complete your project / program budget *for the new grant application year* by downloading the required Office of Community Development format from the online grants system when you click on the “download funder budget formats” link. After you download the format, you will complete the budget in this electronic format, save it, upload it into your grant application online, and save it into your online application. **Note:** This budget will be submitted electronically only through the online grants system.

Please round all line item expenditure figures to the nearest dollar. The program Budget should reflect projected program expenditures for July 1, 2007 through June 30, 2008. City of Ann Arbor applicants also need to include a draft budget to reflect projected program expenditures for July 1, 2008 through June 30, 2009, Descriptions of each line item in the budget template are listed on the next page.

Program Budget Revenues

1. Grant Amounts – List source (Washtenaw County OR City of Ann Arbor) and amount of this proposal request in the first column. Complete the Expense section to indicate how requested funds will be allocated. Other grants (if any) that will support this program should be listed in the other columns. If funding request is for entire organization (ie. general overhead expenses), do not list other sources as will be detailed in submission of current Board-Approved Organizational Operating Budget.

2. Other Support (In-Kind) – includes donations, fundraisers, volunteer time, etc.

3. Status of Funds – regarding the availability of other sources of funds to be used to support the program

Program Budget Expenses

4. Personnel, Taxes & Fringe Benefits – costs may include salaries, taxes and fringe benefit costs. Employers share of payroll taxes are also included. Administrative costs may not exceed 20% of the total CDBG or General Fund award. Federally funded programs will require the submission of an Indirect Cost Allocation Plan. All positions supported by this request must comply with the respective Washtenaw County/City of Ann Arbor Living Wage Ordinances.

5. Consultant & Contractual Fees - includes funds passed through to other organizations and/or contractual employees. If approved for funding, signed subcontracts must be submitted. Subcontractor

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agreements must be made according to 24CFR85.36 if charged to this grant and federally (CDBG) funded.

6. Space & Related Costs - includes rent, telecommunications, property insurance, mortgage payments and utilities.

7. Printing/Supplies - includes office supplies, program materials, postage

8. Specific Assistance - includes direct subsidies to customers for costs of services or emergency assistance. May NOT be used for ongoing grants of non-emergency payments (defined as more than 3 consecutive months) for food, clothing, rent, utilities or other income payments. **NOTE: Submission of addresses of households/individuals assisted will be a reporting requirement to confirm resident eligibility.**

9. Audit - A portion of the annual audit may be charged to this grant based on percentage of total organization revenue.

10. Program Evaluation – If applicable, includes costs allocated to determining program effectiveness or customer satisfaction. If funded, copies of the program evaluation will be required.

11. Marketing – includes specific costs allocated to THIS program for the purpose of public education regarding availability of program and services.

12. Other - includes any other unidentified costs to be allocated to the program or grant.

When You are Finished

When you are finished with the narrative questions in the online application, scroll back up to the top of the page to the “submitting this application section”; set the application status to “submit”; and then press the “save” button in the blue bar above the application.

E. SUBMISSION REQUIREMENTS CHECKLIST

BASIC PROPOSAL COMPONENTS: Please complete and submit 1 original & 2 copies of the following components of RFP#6326 by the due date (unless electronic submission is indicated):

- Proposal Cover Page** (Print as part of online standard funding outcome application, have authorized representative sign, and submit in hard copy)
- Proposal Narrative Questions** (Complete/ submit online as part of standard funding outcome application, print, & submit in hard copy)
- Proposed Program Budget(s) with Narrative** (Complete and submit electronically only using online system as part of standard funding outcome application)
- Current Board-Approved Organization Operating Budget** (Complete and submit electronically only using online system as part of annual update of Agency Profile)
- Board Roster** (Complete and submit electronically only using online system as part of annual update of Agency Profile)
- Submission Requirements Checklist Form** (Sign this page below and submit in hard copy)

ADDITIONAL DOCUMENTS: Please submit 1 copy of each of these documents by the due date.

- 2006 or Most Recent IRS Federal Form 990 Exempt Organization Return**
- Independent Audit (and A-133 Audit if applicable)***
- Proof of 501(c)3 or other Tax Exempt Status***
- Articles of Incorporation***
- Bylaws* / Updates**
- HMIS Letter of Intent*** (All applicable organizations as described in Attach. A)

**** Not required if organization has submitted most current copy to the Office of Community Development.***

I attest all the above indicated documents were submitted in response to Washtenaw County / City of Ann Arbor RFP #6326.

Signed: _____ Title: _____

V. STANDARD PROVISIONS FOR CONTRACTS

A. BIDS AWARDED BY WASHTENAW COUNTY

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.

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2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

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

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

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

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

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

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

ARTICLE X - CONTINGENT FEES

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

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

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

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or

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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 \$9.55 per hour with benefits or \$11.20 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, 2006 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.

In addition to the general County contract provisions, this contract will contain requirements for all contractors to comply with all applicable sections of the Community Development Block Grant regulations, which are implemented at 24 CFR Part 570.

B. BIDS AWARDED BY THE CITY OF ANN ARBOR

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 |
|---------|------|--------|
|---------|------|--------|

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

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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 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.

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.

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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.

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

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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 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.

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

By: _____
John Hieftje
Mayor

Approved as to Substance:

By: _____
Printed Name: _____
Executive Director

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**

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.

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- (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.
- (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 Ordinance Excerpts**

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 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

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- 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 \$8.70 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 \$10.20 an 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.

VI. TERMS AND CONDITIONS

A. AWARD

Washtenaw County and the City of Ann Arbor 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 Contractor's qualifications and capabilities to provide the specified service, and other factors, which may be considered. The County and the City of Ann Arbor do not intend to award a contract fully on the basis of any response made to the proposal; the County and 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 and Washtenaw County's specifications and needs.

Award letters will be sent to bidders by June of 2007 when the City and County receive information from the US Department of Housing and Urban Development about the final CDBG allocations. In addition, Washtenaw Urban County Executive Committee and Washtenaw County Board of Commissioners must approve the allocations for Washtenaw County CDBG funds and City Council must approve the allocation of CDBG and City of Ann Arbor General Fund for Human Services. Final contracts cannot be written until the CDBG funds are formally released after July 1, 2007.

B. CRITERIA FOR RANKING OF PROPOSALS

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

- Proposal identifies the target priority needs & goals of the Urban County Consolidated Plan.
- Proposal describes how the identified outcomes/investment targets will be supported.
- Bidder shows evidence of other reliable sources of funding on budget form.
- Bidder demonstrates feasible timeline for project completion (in performance targets/milestones).
- Proposal contains sufficient information to complete all of the required sections identified in RFP.
- Project to serve a defined number of low- and moderate-income households in the Urban County.
- Proposal compares favorably with others submitted on cost per unit and/or level of services.
- Proposal demonstrates the ability, capacity and skill of the bidder to perform the contract.
- Bidder shows evidence of collaboration with other agencies in proposal.

The City of Ann Arbor intends to consider the following criteria when awarding contracts for these funds:

- Proposal identifies investment targets/funding priorities in line with those identified in the City of Ann Arbor Consolidated Plan.
- Project to serve a defined number of low- and moderate-income residents, as defined by HUD.
- Proposal describes performance targets, potential barriers and challenges to achieving these targets, and a feasible plan for measuring and evaluating outcomes.
- Proposal identifies and describes the experience and qualifications of key people involved in the project.
- Bidder shows evidence of collaboration with other agencies in proposal.
- Proposal addresses long-term strategies for project sustainability.
- Proposal describes the community need met by the project, the positive impact of the program on the community, and the way this impact will be documented.
- Bidder shows evidence of other reliable sources of funding on budget form.
- Bidder submitted reports/documentation in a timely fashion for previous City-funded project(s).
- Bidder achieved performance goals in previous City-funded project(s).
- Proposal contains sufficient information to complete all of the required sections identified in RFP.
- Proposal compares favorably with others submitted on cost per unit and/or level of services.
- Proposal demonstrates the ability, capacity and skill of the bidder to perform the contract.

C. TERM OF CONTRACT

The contract(s) will last from July 1, 2007 until June 30, 2008. City of Ann Arbor grantees will receive an amendment to the FY 2007-08 contract in March 2008 to extend the contract for FY 2008-09.

D. COST OF RFP

Neither the City of Ann Arbor nor Washtenaw County will 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 due date and public opening will be on **Friday March 2nd, 2007 at 3:30pm** at the Washtenaw County Purchasing Conference Room.

F. INSPECTION OF FACILITIES

The Manager of the Purchasing Division and the Office of Community Development reserve the right before making an award of County funds 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.

The City of Ann Arbor Community Services Administrator and the Office of Community Development reserve the right before making an award of City funds 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 (or Request for Reimbursement forms as applicable) submitted must be itemized to include monthly costs for given time period, and include the City/County's purchase order number. Any changes to the program budget need to be requested in writing and approved in advance.

VII. ATTACHMENTS

Attachment A: 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