



BIDDER'S COMPANY NAME



# Request for Proposal #6594

## Office of Community Development Community Housing Development Organization (CHDO) Operating Funds for the FY 2010/11 HOME PROGRAM

**Prepared By:**

**Washtenaw County Finance- Purchasing Division**  
County Administration Building  
220 N. Main, B-35  
Ann Arbor, MI 48104

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## WASHTENAW COUNTY

Finance Department- Purchasing Division

220 N. Main, Ann Arbor, MI 48104  
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### REQUEST FOR PROPOSAL #6594

January 6, 2011

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 County Home Investment Partnerships (HOME) Programs for the period of **July 1, 2011 to June 30, 2012**.

**Sealed Proposals:** Vendor will deliver one (1) original and three (3) copies of each application to the following address (**please do not provide double-sided documents**):

**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 Thursday, February 24, 2011.**

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 #6594**".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at (734) 222-6749 or email [strietera@ewashtenaw.org](mailto:strietera@ewashtenaw.org) .
- Please direct specific technical questions regarding this RFP to Mirada Jenkins at (734) 622-9019 [jenkinsmc@ewashtenaw.org](mailto:jenkinsmc@ewashtenaw.org).

***Thank you for your interest.***

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**SECTION I: PROPOSAL PURPOSE & RESERVATIONS**

**Definitions:**            “**County**” is Washtenaw County 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, the federal Department of Housing and Urban Development HUD awards HOME Investment Partnership Program grants to Washtenaw County. The HOME program regulations permit the County to allocate a maximum of 5% of the annual HOME grant to directly support the operations of certified Community Housing Development Organizations (CHDOs). The County then expects these CHDOs to complete HOME-assisted owner or rental projects. The current funds available from these grants cover the period from **July 1, 2011 to June 30, 2012**. Washtenaw County is combining the CHDO re-certification requirements into this request for proposal.

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, according to the 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 reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service, and other factors, which the County 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 County reserves the right to seek additional information from organizations, especially those not previously funded by the County.
- 3) The **County reserves the right to recapture and reallocate funds to alternate CHDOs for contracts that have not been executed by October 31, 2011**, or where the HOME-assisted projects are not progressing in a timely manner.
- 4) The County reserves the right to establish spending guidelines for all projects.

- 5) The County reserves 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 to be in the best interest of the County.
- 6) An official authorized to bind the provider to its provisions for at least a period of 90 days must sign the proposal. 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.
- 9) 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.

**SECTION II: GENERAL INFORMATION ABOUT 2011-12  
CHDO OPERATING FUNDS**

**A) ESTIMATED FUNDING AVAILABLE**

**\$84,290 Est. – (Actual Funding not known until approximately March/April 2011)**

**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. Re-certification requirements are included in this RFP.
- 2) Applicant must have an existing HOME-funded project or 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 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.

## **2011-12 Office of Community Development CHDO Operating RFP #6594**

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- 8) All organizations must demonstrate the capacity to expand its housing stock including but not 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 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 Washtenaw Urban County households earning up to 80% of the Area Median Income as defined by the most current HUD income limits (See Attachment D for the FY 2009 Income Limits by Household size. FY 2011 are usually published by HUD HOME department in March/April of 2011)
- 11) 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.
- 12) 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.
- 13) 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. If any portion of the funds is used to support salaries, applicant will be required to provide timesheets for reimbursement.

**SECTION III: HOME Definition of a CHDO**

***Community housing development organization means a private nonprofit organization that:***

1. Is organized under State or local laws;
2. Has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;
3. Is neither controlled by, nor under the direction of, individuals or entities seeking to derive profit or gain from the organization. A community housing development organization may be sponsored or created by a for-profit entity, but:
  - i. The for-profit entity may not be an entity whose primary purpose is the development or management of housing, such as a builder, developer, or real estate management firm.
  - ii. The for-profit entity may not have the right to appoint more than one-third of the membership of the organization's governing body. Board members appointed by the for-profit entity may not appoint the remaining two-thirds of the board members; and
  - iii. The community housing development organization must be free to contract for goods and services from vendors of its own choosing;
4. Has a tax exemption ruling from the Internal Revenue Service under section 501(c)(3) or (4) of the Internal Revenue Code of 1986 (26 CFR 1.501(C)(3)-1);
5. Does not include a public body (including the participating jurisdiction). An organization that is State or locally chartered may qualify as a community housing development organization; however, the State or local government may not have the right to appoint more than one-third of the membership of the organization's governing body and no more than one-third of the board members may be public officials or employees of the participating jurisdiction or State recipient. Board members appointed by the State or local government may not appoint the remaining two-thirds of the board members;
6. Has standards of financial accountability that conform to 24 CFR 84.21, "Standards for Financial Management Systems;"
7. Has among its purposes the provision of decent housing that is affordable to low-income and moderate-income persons, as evidenced in its charter, articles of incorporation, resolutions or by-laws;
8. Maintains accountability to low-income community residents by:
  - i. Maintaining at least one-third of its governing board's membership for residents of low-income neighborhoods, other low-income community residents, or elected representative of low-income neighborhood organizations. For urban areas, "community" may be a neighborhood or neighborhoods, city, county or metropolitan area; for rural areas, it may be a neighborhood or neighborhoods, town, village, county, or multi-county area (but not the entire State); and
  - ii. Providing a formal process for low-income program beneficiaries to advise the organization in its decisions regarding the design, siting, development, and management of affordable housing;



9. Has a demonstrated capacity for carrying out activities assisted with HOME funds. An organization may satisfy this requirement by hiring experienced key staff members who have successfully completed similar projects, or a consultant with the same type of experience and a plan to train appropriate key staff members of the organization; and
10. Has a history of serving the community within which housing to be assisted with HOME funds is to be located. In general, an organization must be able to show one year of serving the community before HOME funds are reserved for the organization. However, a newly created organization formed by local churches, service organizations or neighborhood organizations may meet this requirement by demonstrating that its parent organization has at least a year of serving the community

**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 Community Development Director 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, 2011 and ends on June 30, 2012.

**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. 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 may be subject to the approval of the Washtenaw County Administrator, if requested by the 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 Washtenaw County c/o: INSERT DEPARTMENT & CR#\_\_\_\_\_, 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 – DEBARMENT AND SUSPENSION

By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and ;
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

ARTICLE XII – LOBBYING

By signing this contract, Contractor assures the County that it will comply with Section 1352, Title 31 of the U.S. Code (pertaining to not using federal monies to influence federal contracting and financial transactions). The Contractor assures the County that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
3. This language shall be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

ARTICLE XIII - DRUG-FREE WORKPLACE

Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b) Establishing an on-going drug-free awareness program to inform employees about—
    - 1) The dangers of drug abuse in the workplace;
    - 2) The grantee's policy of maintaining a drug-free workplace;
    - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    - 1) Abide by the terms of the statement; and
    - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - e) Notifying the County, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the County;
  - f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
    - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988:

- A. As a condition of the grant, the Contractor assures the County that it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, the Contractor agrees to report the conviction, in writing, within 10 calendar days of the conviction, to the County.

ARTICLE XIV - FEDERAL PROCUREMENT STANDARDS

The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.

ARTICLE XV - 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 XVI - 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 \$10.88 per hour with benefits or \$ 12.76 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2011 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 XVII - 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 XVIII - 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 XIX - 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 XX - 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 XXI - 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 XXII- PRACTICE AND ETHICS

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

ARTICLE XXIII- 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 XXIV - 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 XXV - 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.

**ATTACHMENT A:  
PROPOSAL SUBMISSION REQUIREMENTS CHECKLIST**

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

- \_\_\_\_\_ Proposal Submission Requirement Checklist (Attachment A)
- \_\_\_\_\_ Proposal Cover Page (Attachment B)
- \_\_\_\_\_ Narrative Description of Project(s) to include:
  - \_\_\_\_\_ Process for involving low-income households in program design (see section 3 CHDO definition)
  - \_\_\_\_\_ Description of Planned HOME Projects Including
    - \_\_\_\_\_ Estimated Timeline for Start/Complete
    - \_\_\_\_\_ Description of project (e.g. location, unit size, target rent or sales price)
    - \_\_\_\_\_ Target Population (e.g. income levels, special needs)
    - \_\_\_\_\_ Strategic Plan or Board Minutes showing support for proposed projects # of Units in each project
- \_\_\_\_\_ CHDO Operating Proposed Use of Funds (Attachment C)

**ATTACHMENTS FOR CHDO CERTIFICATION UPDATE – SUBMIT 3 COPIES (DO NOT SUBMIT IF MOST RECENT VERSION IS ON FILE AT CD OFFICE\*\*)**

- \_\_\_\_\_ CHDO Certification Questionnaire (Attachment)
- \_\_\_\_\_ Certifications of Board Members (Attachment E) – Due by March 1, 2011
- \_\_\_\_\_ Current Board Roster (Attachment G)
- \_\_\_\_\_ Current Board Approved Operating Budget \*\*
- \_\_\_\_\_ Most Recent Agency Year-End Financial Statements showing budget & actuals\*\*
- \_\_\_\_\_ Most Recent Rental Project Year-End Financial Statements showing budget & actuals
- \_\_\_\_\_ Most Recent Audit and Management Letter \*\*
- \_\_\_\_\_ Agency Organizational Chart\*\*
- \_\_\_\_\_ Resumes of Key CHDO Staff members funded under this proposal \*\*
- \_\_\_\_\_ Copies of all 2010 Board Meeting Minutes \*\*
- \_\_\_\_\_ IRS Federal Form 990 Exempt Organization Return \*\*
- \_\_\_\_\_ 2011 State of Michigan Certification Letter of Good Standing

CHDO must conform to the financial accountability standards of 24 CFR 84.21, "Standards for Financial Management Systems", as evidenced by:

- \_\_\_\_\_ a certification from a Certified Public Accountant, **OR**
- \_\_\_\_\_ a notarized statement from the president or CFO; **OR**
- \_\_\_\_\_ a HUD approved audit summary.

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

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Name	Title	Date
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**ATTACHMENT B: 2011-12 PROPOSAL COVER PAGE**

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

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

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

Contact Person: \_\_\_\_\_ E-mail: \_\_\_\_\_

Tax ID: \_\_\_\_\_ DUNS Number: \_\_\_\_\_

Enter amount requested: \$ \_\_\_\_\_

*I have read the request for proposals and to the best of my knowledge and belief, all information is true and documentation complete. I also certify that the submission of this application has been approved by the Board of Directors. I recognize that the County reserves the right to accept or reject this proposal, seek additional information, and to negotiate regarding the services to be provided or awards of funding.*

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

The above individual is authorized to sign on behalf of company submitting proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days

=====

**OFFICE OF COMMUNITY DEVELOPMENT STAFF USE ONLY:**

DATE/TIME RECEIVED \_\_\_\_\_ Staff Initials \_\_\_\_\_

MINIMUM SUBMISSION REQUIREMENTS MET? YES \_\_\_\_\_ NO \_\_\_\_\_

<b>ATTACHMENT C: CHDO Operating Proposed Use of Funds</b>			
<b>ORGANIZATION NAME:</b>			
<b>CHDO OPERATING REVENUES</b>			
<b>REVENUE TYPE</b>	<b>COUNTY FUNDING</b>	<b>OTHER REVENUES<sup>1</sup></b>	<b>PROGRAM TOTALS</b>
<b>AMOUNT REQUESTED</b>			
<b>PROJECTED PROGRAM INCOME<sup>2</sup></b>			
<b>TOTALS</b>			
<b>CHDO OPERATING EXPENDITURES</b>			
<b>EXPENDITURE TYPE</b>	<b>COUNTY FUNDING</b>	<b>OTHER EXPENDITURES</b>	<b>PROGRAM TOTALS</b>
<b>PERSONNEL, TAXES, &amp; FRINGES</b>			
<b>CONSULTANT &amp; CONTRACTUAL</b>			
<b>SPACE &amp; RELATED SUPPLIES</b>			
<b>OTHER:</b>			
<b>TOTALS</b>			

<sup>1</sup> Indicate at the bottom of the page or on a second page the sources and amounts of your expected revenues for the 2011-12 program year; and provide the status of these funds (i.e. applied for, pending, or confirmed).

**ATTACHMENT D: 2010 HOME PROGRAM INCOME LIMITS**

Household Size	1	2	3	4	5	6	7	8
120% Median	\$71,600	\$81,800	\$92,000	\$102,200	\$110,400	\$118,600	\$126,800	\$135,000
Median income	\$59,600	\$68,200	\$76,700	\$85,200	\$92,000	\$98,800	\$105,600	\$112,500
<b>*Low income (80% / 75%)</b>	<b>\$44,800</b>	<b>\$51,200</b>	<b>\$57,600</b>	<b>\$64,000</b>	<b>\$69,100</b>	<b>\$74,250</b>	<b>\$79,350</b>	<b>\$84,500</b>
Low income (60%)	\$35,800	\$40,900	\$46,000	\$51,100	\$55,200	\$59,300	\$63,400	\$67,500
Very low income (50%)	\$29,800	\$34,100	\$38,350	\$42,600	\$46,000	\$49,400	\$52,800	\$56,250
Extremely low income (30%)	\$17,900	\$20,450	\$23,000	\$25,550	\$27,600	\$29,650	\$31,700	\$33,750

Note: 2011 Income Limits are issued by the HOME program in Spring 2011.

**ATTACHMENT E: CERTIFICATION OF BOARD REPRESENTATION**

**All CHDO Board members must fill out at least one of the appropriate boxes below, and sign the bottom of this document.**

The undersigned has been designated as a Representative on the Board of Directors for \_\_\_\_\_  
**(enter name of organization).**

**PART 1: RESIDENTS OF LOW-INCOME NEIGHBORHOODS**

I, \_\_\_\_\_, am a resident of neighborhood where 51% or more of the Residents are low-income. The neighborhood has been designated as a low-income neighborhood as documented by \_\_\_\_\_.  
 My address is \_\_\_\_\_

**PART 2: LOW-INCOME RESIDENTS OF THE COMMUNITY**

I, \_\_\_\_\_, qualify as a low-income resident under the HOME Program Definition. My household annual gross income is less than the amount listed below for my household size.

Household Size by Number of Members						
Maximum Income	1	2	3	4	5	6
	\$45,100	\$51,550	\$58,000	\$64,400	\$69,600	\$74,750

**PART 3: ELECTED BY LOW-INCOME NEIGHBORHOOD ORGANIZATION**

I, \_\_\_\_\_, am an elected representative of \_\_\_\_\_  
 A low-income neighborhood organization. The selection process took place on \_\_\_\_\_  
 (date). The selection criteria or process was: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (briefly explain process).

**PART 4: NON-CHDO QUALIFYING BOARD MEMBERS**

I, \_\_\_\_\_, am a current Board member of \_\_\_\_\_  
 \_\_\_\_\_ (agency name), but do not currently meet the requirements described in Parts 1-3 above.

Further, the undersigned representative of the agency is attesting that supporting documentation of the Board Member's status is on file and available at the following address:  
 \_\_\_\_\_

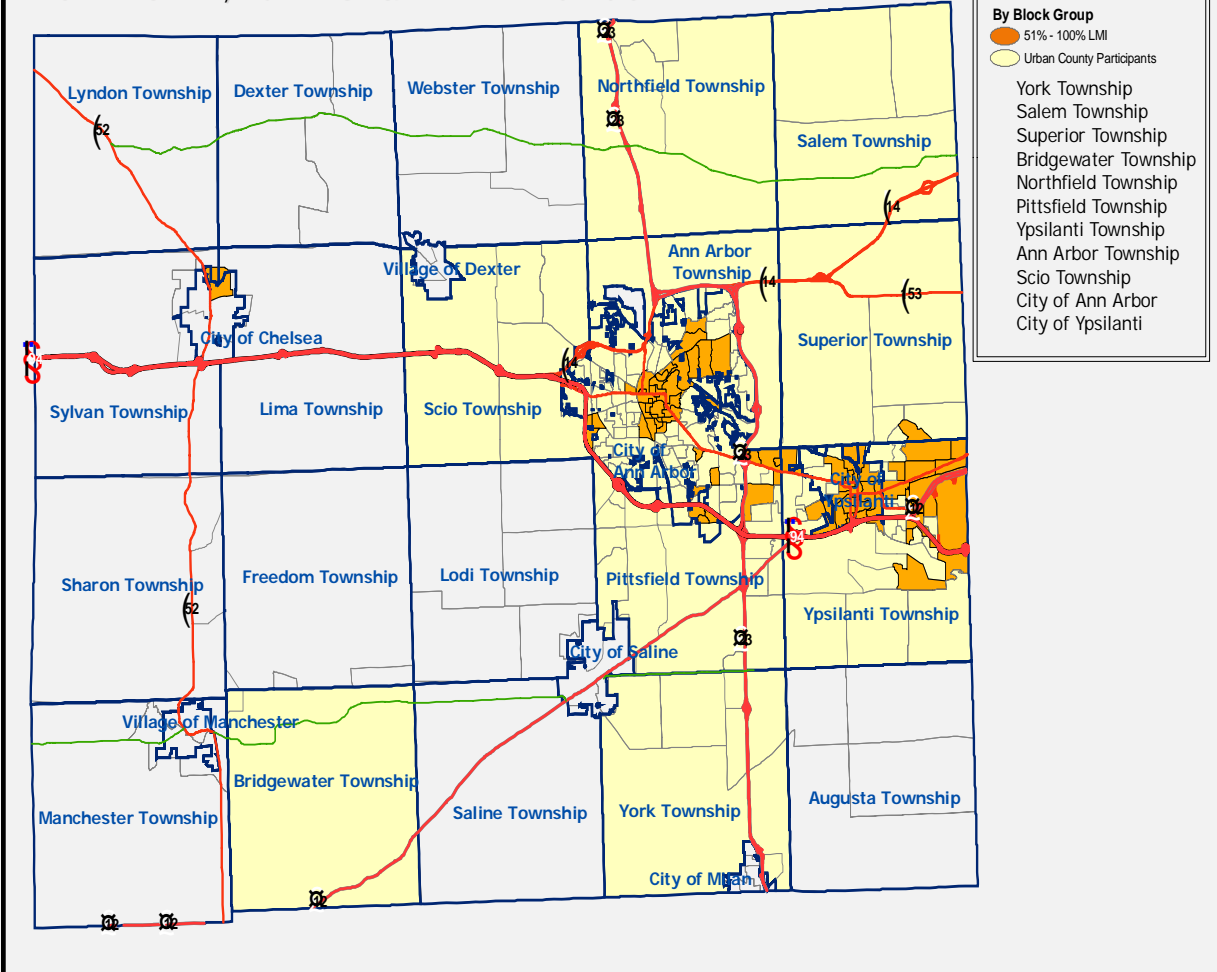
\_\_\_\_\_  
 Name of Board Member

\_\_\_\_\_  
 Signature of Board Member

\_\_\_\_\_  
 Name of Authorized Agency Representative

\_\_\_\_\_  
 Signature of Authorized Agency Rep

*2009 Washtenaw Urban County members and Low-Mod Census Tracts for HOME, CDBG & ADDI funds*



**ATTACHMENT G: BOARD MEMBER ROSTER**

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

Name	Board Position	Address and Phone	Current Job and/or experience related to development	Race*	Gender M/F	Term on Board

\*RACE (as defined by HUD): American Indian or Alaska Native; Asian; Black or African American; Native Hawaiian or Other Pacific Islander; White; American Indian/Alaska Native and White; Asian and White; Black/African American and White; American Indian/Alaskan Native and Black/African American; Other. In addition, please indicate Hispanic if it also applies.

**Attachment H**

**Community Housing Development Organizations (CHDO)  
HOME Program CHDO Certification Questionnaire & Checklist**

HDO Questionnaire

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

Executive Director: \_\_\_\_\_

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number/ E-mail: \_\_\_\_\_

Board Chairperson: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**CHDO CHECKLIST**

The information contained in this checklist refers to the definition of Community Housing Development Organizations (CHDOs) in Subpart A, 92.2 of the HOME Rule. The checklist is a tool for participating jurisdictions concerning the documents they must receive from a nonprofit before it may be certified or re-certified as a CHDO. **Each item mentioned below must be attached to confirm evidence of compliance.**

**Organizational Status & Mission**

1. The nonprofit organization is organized under State or local laws, as evidenced by:

- \_\_\_\_\_ a Charter, OR
- \_\_\_\_\_ Articles of Incorporation.

2. No part of its net earnings benefit any member, founder, contributor, or individual, as evidenced by:

- \_\_\_\_\_ a Charter,
- \_\_\_\_\_ By-laws, OR
- \_\_\_\_\_ Articles of Incorporation.

3. It has a tax exemption ruling from the Internal Revenue Service (IRS) under Section 501(c)(3) or (4) of the Internal Revenue Code of 1986, as evidenced by:

\_\_\_\_\_ a 501(c)(3) or (4) Certificate from the IRS.

OR

Is classified as a subordinate of a central organization non-profit under section 905 of the Internal Revenue code, as evidenced by:

\_\_\_\_\_ a group exemption letter from the IRS that includes the CHDO.

4. Has among its purposes the provision of decent housing that is affordable to low- and moderate-income people, as evidenced by a statement in the organization's:

\_\_\_\_\_ Charter,  
\_\_\_\_\_ Articles of Incorporation,  
\_\_\_\_\_ By-laws, OR  
\_\_\_\_\_ Resolutions

*Board Composition*

1. Maintains at least one-third of its governing board's membership for residents of low-income neighborhoods, other low-income community residents, or elected representatives of low-income neighborhood organizations as evidenced by the organization's:

\_\_\_\_\_ By-Laws,  
\_\_\_\_\_ Charter, OR  
\_\_\_\_\_ Articles of Incorporation.

Under the HOME program, for urban areas, the term "community" is defined as one or several neighborhoods, a city, county, or metropolitan area. For rural areas, "community" is defined as one or several neighborhoods, a town, village, county, or multi-county area (but not the whole state).

2. A CHDO may be chartered by a State or local government, but the following restrictions apply: (1) the State or local government may not appoint more than one-third of the membership of the organization's governing body; (2) the board members appointed by the State or local government may not, in turn, appoint the remaining two-thirds of the board members; and (3) no more than one-third of the governing board members are public officials (including any employees of the PJ), as evidenced by the organization's:

\_\_\_\_\_ By-laws,  
\_\_\_\_\_ Charter, OR  
\_\_\_\_\_ Articles of Incorporation.



3. If the CHDO is sponsored or created by a for-profit entity, the for-profit entity may not appoint more than one-third of the membership of the CHDO's governing body, and the board members appointed by the for-profit entity may not, in turn, appoint the remaining two-thirds of the board members, as evidenced by the CHDO's:

\_\_\_\_\_ By-laws,  
\_\_\_\_\_ Charter, OR  
\_\_\_\_\_ Articles of Incorporation.

*Sponsorship/Independence*

1. The CHDO is not controlled, nor receives directions from individuals, or entities seeking profit from the organization, as evidenced by:

\_\_\_\_\_ the organization's By-laws, OR  
\_\_\_\_\_ a Memorandum of Understanding (MOU).

2. A Community Housing Development Organization may be sponsored or created by a for-profit entity, however:

- (a) the for-profit entity's primary purpose does not include the development or management of housing, as evidenced by:

\_\_\_\_\_ the for-profit organization's By-laws

AND;

- (b) the CHDO is free to contract for goods and services from vendor(s) of its own choosing, as evidenced in the CHDO's:

\_\_\_\_\_ By-laws,  
\_\_\_\_\_ Charter, OR  
\_\_\_\_\_ Articles of Incorporation.

3. If the CHDO is sponsored by a religious organization, the CHDO is a separate secular entity from the religious organization, with membership available to all persons, regardless of religion or membership criteria, as evidenced by:

\_\_\_\_\_ By-laws,  
\_\_\_\_\_ Charter, OR  
\_\_\_\_\_ Articles of Incorporation.

*Relationship/Service to the Community*

1. Has a history of serving the community within which housing to be assisted with HOME funds is to be located, as evidenced by:

\_\_\_\_\_ a statement that documents at least one year of experience in serving the community,

OR

\_\_\_\_\_ for newly created organizations formed by local churches, service or community organizations, a statement that documents that its parent organization has at least one year of experience in serving the community.

The CHDO or its parent organization must be able to show one year of serving the community prior to the date the participating jurisdiction provides HOME funds to the organization. In the statement, the organization must describe its history (or its parent organization's history) of serving the community by describing activities which it provided (or its parent organization provided), such as, developing new housing, rehabilitating existing stock and managing housing stock, or delivering non-housing services that have had lasting benefits for the community, such as counseling, food relief, or childcare facilities. The statement must be signed by the president or other official of the organization.

2. Provides a formal process for low-income, program beneficiaries to advise the organization in all of its decisions regarding the design, siting, development, and management of affordable housing projects, as evidenced by:

\_\_\_\_\_ the organization's By-laws,  
\_\_\_\_\_ Resolutions, OR

\_\_\_\_\_ a written statement of operating procedures approved by the governing body.

#### *Financial Management and Capacity*

1. Conforms to the financial accountability standards of 24 CFR 84.21, "Standards for Financial Management Systems", as evidenced by:  
\_\_\_\_\_ a certification from a Certified Public Accountant,  
\_\_\_\_\_ a notarized statement from the president or CFO; OR  
\_\_\_\_\_ a HUD approved audit summary.

#### *Development Capacity*

2. Has a demonstrated capacity for carrying out activities assisted with HOME funds, as evidenced by:

- \_\_\_\_\_ resumes and/or job descriptions that include the experience of key staff members who have successfully completed projects similar to those to be assisted with HOME funds
- \_\_\_\_\_ contract(s) with consultant firms or individuals who have housing experience similar to projects to be assisted with HOME funds, to train appropriate key staff of the organization.

**Additional Required Documents (Please attach with proposal):**

- \_\_\_\_\_ a copy of the most recent audit and management letter;
- \_\_\_\_\_ a copy of the most previous year's budget and actual;
- \_\_\_\_\_ a complete attached board roster

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Rev. 12.13.2010