

REQUEST FOR PROPOSALS

#6867

2016 Affordable Housing RFP - Washtenaw Urban County HOME Investment Partnerships Program

FOR

Washtenaw County Office of Community and Economic Development

Issued By:

Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104

Angela O. Perry
Purchasing Manager
(734) 222-6768



Proposal Submitted by:

Please type Bidder's Company Name & include as proposal cover



WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764
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RFP #6867

December 17, 2015

Washtenaw County Purchasing Division on behalf of the Office of Community and Economic Development (OCED) is issuing a sealed **RFP #6867** for affordable housing projects. These projects will be funded through the HOME Investment Partnerships Program (HOME) Funds which are federal funds that Washtenaw County administers for the Washtenaw Urban County. All proposals must address the needs of the jurisdictions that currently participate in the Urban County.

Sealed Proposals: Vendor will deliver one (1) unbound original and three (3) **bound copies each with the applicable Proposal Cover Sheet page flagged** to the County location specified below. In addition, vendor will also deliver a complete electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Basement
Ann Arbor, MI 48104**

By Thursday, January 28, 2016 at 3:00 pm EST

A **mandatory Pre-Bid meeting** will be held at the Eastern County Government Center located at **415 W. Michigan Avenue, 2nd Floor, Suite 2200, Ypsilanti, MI 48197** in downtown Ypsilanti on **Wednesday, January 6, 2016 at 2:00 p.m.** Bidders must attend the pre-bid meeting to meet the eligibility to apply for funding. Please confirm attendance by emailing Lindsay Wallace, Management Analyst, at wallacel@ewashtenaw.org.

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

- Your proposal submission envelope must be clearly marked, including any Fed Ex and/or UPS package labels "**SEALED RFP #6867**"
- All proposals must include all of the information and documents listed in the appropriate Proposal Submission Checklist unless the checklist specifically indicates that a document

does not need to be submitted because it is on file. Failure to include all of the information may result in disqualification.

- Proposals must include page numbers and headings on each area you are submitting information on.
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** to perrya@ewashtenaw.org
- Please direct technical questions regarding this RFP to Mirada Jenkins via e- mail only [at jenkinsmc@ewashtenaw.org](mailto:jenkinsmc@ewashtenaw.org).

Thank you for your interest.

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PROPOSAL INFORMATION

I. GENERAL INFORMATION FOR THIS RFP

Definitions

“Bidder”	An individual or business submitting a bid to Washtenaw County
“SUBRECIPIENT/Vendor”	One who contracts to perform services in accordance with a contract
“County”	Washtenaw County in Michigan
“OCED”	Washtenaw County Office of Community & Economic Development

A. PURPOSE OF REQUEST FOR PROPOSALS

Washtenaw County recognizes a growing need for affordable and decent housing and wishes to preserve the diverse economic character of the community. The HOME Investment Partnerships Program (HOME) funds are awarded to Washtenaw County on behalf of the member jurisdictions of the Urban County. The 2013-2017 Urban County Consolidated Strategy and Plan¹ and Affordable Housing Needs Assessment provide an analysis of the need for housing projects within Washtenaw County. The following jurisdictions are members of the HUD designated Washtenaw Urban County which are the only locations eligible for funding under this RFP: Ann Arbor Township, Ypsilanti Township, City of Ypsilanti, Pittsfield Township, Superior Township, Northfield Township, Scio Township, York Township, Salem Township, Bridgewater Township, City of Ann Arbor, City of Saline, Saline Township, Webster Township, Lima Township, Dexter Township, Manchester Township, and Augusta Township. Washtenaw County seeks proposals for affordable housing projects, which are consistent with these plans.

Washtenaw County encourages both nonprofit and for profit developers to produce income-targeted housing units by offering these federal subsidies. Applicants must demonstrate the ability to carry out the proposed activity and will be evaluated on experience, administrative capacity, construction management and green construction features. Applicants must have at least 3 years' experience administering federal funds. All proposals and awards shall be subject to the requirements and guidance provided in the Office of Community and Economic Development Housing Program Guidelines.

This RFP is not intended for individuals to apply for housing funds for their own benefit. Individuals and families in need of affordable housing must work directly with the affordable housing developers, non-profits, public housing agencies and/or property owners to purchase or rent housing funded under this RFP.

B. GENERAL CONDITIONS

- 1) Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the SUBRECIPIENT's qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to

¹ A copy of these plans can be downloaded at <http://www.ewashtenaw.org/government/departments/community-and-economic-development/plans-reports-data/plans-reports-data>

consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that SUBRECIPIENT whose proposal is deemed to best meet the County's specifications and needs.

- 2) The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- 3) Proposals must be signed by an official authorized to bind the SUBRECIPIENT to its provisions for at least a period of 120 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- 4) In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, one (1) original and three (3) copies (one copy unbound) and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.
- 5) Questions must be submitted, IN WRITING, no later than **Thursday, January 21, 2016 at 5:00 pm**
- 6) Proposals should be prepared simply and economically providing a straightforward, concise description of the SUBRECIPIENT'S ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. SUBRECIPIENT shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.
- 7) In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County SUBRECIPIENTS and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County SUBRECIPIENT. For purposes of this section, Washtenaw County SUBRECIPIENT means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County SUBRECIPIENT. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County SUBRECIPIENT and if two or more bids are substantially equal. All SUBRECIPIENTS/Vendors must sign Appendix I as part of their submission.
- 8) The initial award of this contract shall be for a period of 2 year(s), with an option to request an extension, pending agreement by both parties. Contract extension requests by be made in writing 60 days prior to contract expiration date.
- 9) **CONFLICT OF INTEREST.** SUBRECIPIENT warrants that to the best of SUBRECIPIENT's knowledge, there exists no actual or potential conflict between SUBRECIPIENT and the County, and its Services under this request, and in the event of change in either SUBRECIPIENT's private interests or Services under this request, SUBRECIPIENT will inform the County regarding possible conflict of interest which may arise as a result of the change. SUBRECIPIENT also affirms that, to the best of SUBRECIPIENT's knowledge, there exists no actual or potential conflict between a County employee and SUBRECIPIENT.
- 10) The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and

will not be returned to the bidder. The applicant shall not include any such expense as part of the budget in the proposal.

- 11) Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.
- 12) Developers and SUBRECIPIENTS are not eligible if they are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in federal housing programs or have had a professional license suspended or revoked which is required to provide services for a project under this RFP.
- 13) Complete applications must be received by the County Purchasing Department by **3:00 pm on Thursday, January 28, 2016.** Late or incomplete proposals will not be accepted. Proposals received after the deadline will not be reviewed or considered for funding. Regardless of the delivery method the Submitter is responsible for the actual delivery of the proposals to the Purchasing Department.
- 14) Acceptance of a proposal does not constitute a grant agreement and does not obligate the County to award funds. All proposals become the property of Washtenaw County after the deadline whether awarded or rejected.
- 15) Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP.
- 16) Additional information may be required by the County for determination of the applicant's qualification to successfully complete the project. The Manager of the Purchasing Division reserves the right before making an award to have the premise of the bidder inspected, or to take any other action necessary to determine the fitness, reliability, and ability to perform. The inspection could check the physical location, facilities, equipment, spare parts, and/or for ability to comply with conditions of the bid.
- 17) Should any prospective Submitter be in doubt as to the true meaning of any portion of this RFP, or should the Submitter find any ambiguity, inconsistency, or omission therein, the Submitter shall make a written request for an official interpretation or correction. All questions concerning the solicitation and specifications shall be submitted in writing via e-mail only to Angela O. Perry in the Washtenaw County Purchasing Department.
- 18) Any oral responses to any questions shall be unofficial and not binding on Washtenaw County. The County's staff will make such interpretation or correction, as well as any additional RFP provisions that the County may decide to include, only as an RFP addendum. Staff will mail or deliver addendums to each prospective Submitter recorded as having received a copy of the RFP. Any addendum issued by the County shall become a part of the RFP. Submitters should consider issued addendums in preparing his or her proposal.

C. SUMMARY OR ESTIMATED AVAILABLE FUNDS

This RFP is being issued on an estimated future HOME award; the final amount of funds available is subject to availability.

Funding Amount	Source of Funds	Type of Project
\$132,000	HOME	CHDO-Sponsored Owner or Rental*
\$44,000	HOME	CHDO Operating
\$704,000	HOME	Owner, Rental, Cooperative
\$880,000	Total Estimated Funds Available	

To be considered for CHDO reserved funds, applicants must submit CHDO certification documents included in Section III of this RFP.

D. CRITERIA FOR RANKING OF PROPOSALS

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

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

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

In particular, the Office of Community and Economic Development intend to consider the following criteria when awarding contracts for these funds:

- 1) Proposal contains sufficient information to complete all of the required sections identified in RFP.
- 2) Proposal demonstrates the ability, capacity and skill of the bidder to perform the contract.
- 3) Proposal compares favorably with others submitted on cost per unit and/or level of services.
- 4) Bidder shows evidence of other reliable sources of funding.
- 5) Bidder demonstrates feasible timeline for project completion.
- 6) Bidder demonstrates local jurisdictions project approval.
- 7) Bidder provides specific targets within the proposal which will meet the tasks identified in the Affordable Housing and Economic Equity Analysis
- 8) Project aligns with the Housing Affordability and Economic Equity Analysis, published in January, 2015.
- 9) Project to serve a defined number of low-income households in the Urban County.
- 10) Other factors may be considered by the Office of Community and Economic Development and the Urban County Executive Committee.

II. COMPLIANCE WITH FEDERAL REGULATIONS

OCEC has the responsibility to ensure adherence to federal regulations. Prospective applicants should review federal rules and regulations governing HOME funds (as applicable) for additional terms, conditions, restrictions and/or requirements that may apply. The Office of Community and Economic Development will provide assistance as needed through technical support and monitoring.

A. HOME Funds Summary

a. REGULATORY AUTHORIZATION

- i. Federal HOME Investments Partnership Program pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, 42 U.S.C. §12701 et seq. ("Program") and the HOME Investment Partnership Program Rule, 24 C.F.R., all as may be amended from time to time.
- ii. Copies of the federal regulation can be downloaded at: <http://www.hud.gov/offices/cpd/affordablehousing/programs/home/index.cfm>

b. NATIONAL GOAL

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

c. GENERAL requirements

- i. Eligible Expenses: Acquisition, rehabilitation, new construction, professionals/consultants such as architects and engineers, soft costs such as building permits and appraisals, developer fee.
- ii. Eligible Jurisdictions: Urban County jurisdictions of City of Ypsilanti, Ypsilanti Township, Pittsfield Township, Superior Township, Salem Township, Northfield Township, Bridgewater Township, York Township, Scio Township, City of Ann Arbor, City of Saline, Saline Township, Webster Township, Lima Township, Dexter Township, Manchester Township, Augusta Township and Ann Arbor Township
- iii. Property Standard: All housing units must be inspected and meet Housing Quality Standards and the 2015 International Property Maintenance Code, or local building code before the property is occupied.
 1. The attached minimum Enterprise Green Communities construction standards must be met. Additional Green Communities construction standards are optional to secure additional points under this RFP
 2. Accessible standards beyond the minimum required by the Americans with Disability Act and Section 504 Standards are encouraged. Healthy Home standards as developed by HUD are encouraged. Information located at http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/hi.
- iv. Minimum Affordability Period: is based on the per unit subsidy amount, however, the County has adopted a longer affordability period than the minimum required by HOME regulations. (See Appendix B for County Affordability Provisions, HOME minimum affordability period is below).
 1. 5 years – under \$15,000/unit
 2. 10 years - \$15,000 to \$40,000/unit

- 3. 15 years – Over \$40,000/unit and all refinancing of rental projects
 - 4. 20 years for all acquisition and/or new construction projects
 - v. Household Income: Subsidies are only available for units that are affordable to households that are at or below **80% of Area Median Income (AMI)** (See Appendix A).
 - vi. Enforcement: Affordability shall be implemented through the execution of an affordability agreement, mortgage and note and the affordability agreement and mortgage shall be recorded with the Washtenaw County Register of Deeds.
 - vii. CHDO Qualification – To be eligible to apply for funds as Community Housing Development Organization (CHDO), agency must be qualified through Washtenaw County CHDO certification process component to this RFP, and may serve as developer or owner of property, but must acquire and/or own the property for CHDO activity status.
- d. **HOMEOWNERSHIP: Specific Project Requirements**
- i. Homebuyer eligibility information and income verification documentation must be provided to the County on approved forms prior to closing date(s).
 - ii. Owner-occupied units shall be subject to a recapture formula to ensure continued housing availability for low-income households. (See Appendix B)
 - iii. The County is requiring the homebuyer to take a minimum of 8 hours of homeownership counseling through the Washtenaw Housing Education Partners (WHEP), or equivalent program, including a home maintenance class. Classes can be found at www.ewashtenaw.org/homeownership
- e. **RENTAL: Specific Project Requirements**
- i. 90% of the County’s annual HOME allocation funds for HOME-assisted rental units must be rented to families that are 60% or less of Area Median Income.
 - ii. In projects of 5 or more HOME-assisted units, at least 20% of the HOME-assisted units must be occupied by families at or below 50% of AMI and must not exceed the HOME Low Rent limit. All rents must not exceed the HOME High Rent limits. (See Appendix A).
 - iii. The HOME subsidy may be applied as gap financing to the entire cost of the project or to subsidize/buy down the cost of a specific number of units
 - iv. The County will enforce a minimum of 30 year affordability period, but HOME funds can be reinvested in the property after the minimum HOME affordability period (see above) has ended.
 - v. Section 8 or other rental vouchers may not be refused as a payment method.
 - vi. Tenant incomes shall be verified before tenant leases are signed. Annual income re-certifications and housing inspections will be required for the life of the contract.

OCED has the responsibility to ensure adherence to federal regulations. Prospective applicants should review federal rules and regulations governing HOME funds for additional terms, conditions, restrictions and/or requirements that may apply. The Office of Community and Economic Development will provide assistance as needed through technical support and monitoring.

III. Community Housing Development Organizations (CHDO)

Washtenaw County shall reserve a minimum of 15% of any HOME allocation exclusively for use by Community Housing Development Organizations (CHDOs). These organizations will be certified through this RFP process, and will potentially be eligible for CHDO operating support funds in addition to awarded project funds.

An **estimated \$44,000** in CHDO operating funds will be awarded to support CHDO-sponsored projects awarded through this Affordable Housing RFP. CHDO certification shall be determined component to this Request for Proposals evaluation process. As part of this evaluation the County reserves the right to establish budget and spending guidelines associated with these funds. Additionally, if projects do not progress, the County reserves the right to recapture and reallocate funds to alternative CHDO projects and/or agencies.

A. General CHDO 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 according to in Housing and Urban Development (HUD) CFR 92.2 and the HOME Final Rule published July 24, 2013 (Subpart G - Set-Aside for Community Housing Development Organizations (CHDOs)). These documents codify these definitions, with a significant modification to the definition of "owner" of rental housing as detailed below:
 - a. Owner of rental housing. A CHDO that is an "owner" of rental housing is required to own (in fee simple absolute or long-term ground lease) multifamily or single family housing that is rented to low-income families. The CHDO must own the HOME project during development and throughout the period of affordability, and is required to oversee all aspects of the development process. At a minimum, the CHDO can own the property and hire a project manager or contract with a development SUBRECIPIENT to oversee all aspects of the development. Under the 2013 HOME Rule a CHDO is also permitted to acquire housing that is in standard condition (and meets the property standards) provided it owns the housing throughout the affordability period.
 - b. Developer of rental housing. A CHDO that is a "developer" of rental housing is defined the owner (in fee simple absolute or long-term ground lease) and developer of the project and must be in sole charge of all aspects of the development process, including obtaining zoning, securing non-HOME funds, selecting SUBRECIPIENTS, overseeing the progress of work, and determining reasonableness of costs. The CHDO must own the HOME-assisted housing during the development process and throughout the period of affordability.
 - c. Sponsor of rental housing. The 2013 Rule provides two definitions of a "sponsor" of HOME-assisted rental housing. CHDOs must maintain effective project control when acting as "sponsor" of rental housing. A CHDO "sponsors" rental housing when the property is "owned" or "developed" by:
 - d. A subsidiary of the CHDO (in which case the subsidiary, which may be a for-profit or nonprofit organization, must be wholly owned by the CHDO);
 - e. A limited partnership (in which the CHDO or its wholly owned subsidiary must be the sole general partner); or
 - f. A limited liability company (in which the CHDO or its wholly owned subsidiary must be the sole managing member).
 - g. If the limited partnership or limited liability company agreement permits the CHDO to be removed as sole general partner or sole managing member, respectively, the agreement must require that the removal be "for cause" and that the CHDO must be replaced by

- another CHDO. In addition, HOME funds must be provided to the entity that owns the project.
- h. When CHDO "sponsors" HOME-assisted rental housing in situations in which the CHDO owns and develops the housing and agrees to convey the housing to a private nonprofit organization (that does not need to be a CHDO but cannot be created by a governmental entity) at a predetermined time after completion of the project development. Such arrangements typically occur when a CHDO has development expertise and the nonprofit organization has the capacity to own and operate the housing. The CHDO is required to own the property before the development phase of the project and is required to select the nonprofit organization before entering into an agreement with the PJ that commits HOME funds to the project. The nonprofit organization assumes the CHDO's HOME obligation (including any repayment of loans) for the project. If the property is not transferred to the nonprofit organization, the CHDO sponsor remains liable for the HOME assistance and the HOME project.
 - i. Developer of housing for homeownership. For HOME-assisted homebuyer projects, the housing is "developed" by the CHDO if it is the owner (in fee simple absolute) and developer of new housing that will be constructed or existing substandard housing that is owned or will be acquired by the CHDO and rehabilitated for sale to low-income families. To be the "developer," the CHDO must arrange financing for the project and be in sole charge of construction. As part of its set-aside funds, the CHDO can provide direct down payment assistance to a buyer of the housing it has developed with HOME funds in an amount not to exceed 10 percent of the amount of HOME development funds.
- 2) Reservation of funds to a CHDO as occurs when a the County enters into a written agreement with the CHDO committing HOME funds to a specific project to be owned, developed, or sponsored by the CHDO.
 - 3) Developer must document/demonstrate that the organization has the capacity to own, develop, or sponsor housing each time it commits CHDO funds to an organization for a specific project.
 - a. Certification requirements are included in this RFP.
 - 4) Applicant is expected to be in compliance with all HOME rules and regulations. A CHDO operating agreement will be signed at the same time as a corresponding HOME project contract.
 - 5) 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 & Economic Development; and
 - c. Documentation of paid staff with experience in housing development. An organization must satisfy capacity by having experienced full or part-time staff and/or experienced independent SUBRECIPIENT(s) who have successfully completed similar projects. Use of consultants to demonstrate capacity is only permitted during the 1st year of operation as a CHDO. CHDO's cannot meet capacity requirements based on the use of volunteers donated staff, shared staff or board members.
 - 6) 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.
 - 7) Written agreement for CHDO Operating Assistance has an initial term of 12 months.
 - 8) The written agreement between the PJ and the CHDO must state the actual sales prices of the housing or describe the method that will be used to determine the sales price.

- 9) The written agreement must state whether the proceeds of sale must be returned to the PJ or may be retained by the CHDO, and whether the proceeds must be used for HOME-eligible activities or other housing activities to benefit low-income families.
- 10) Funds that are recaptured during the period of affordability because housing no longer meets the affordability requirements must be reinvested in HOME-assisted activities.
- 11) 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.
- 12) CHDO Operating Assistance Funds are not to be used to support activities needed to maintain operations of current properties.
- 13) All successful proposals must address the community development needs presented in the Washtenaw Urban County Consolidated Plan, and must meet the guidelines articulated in this Request for Proposal.
- 14) 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.
- 15) 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. The County conducts interviews with qualifying applicants to provide an opportunity to clarify the proposal and allow the applicant to discuss and/or disclose any additional factors which may be relevant to the delivery of the proposed services.
- 16) 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.
- 17) 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.

B. 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 the CHDO's earnings (profits) may benefit any members, founders, contributors, or individuals;
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; For-profit, public/governmental agencies may serve as parent organizations. No more than one-third of the board members may be public officials or employees of the participating jurisdiction or State recipient of the membership of the organization's governing body. Board members appointed by the State or local government may not appoint the remaining two-

- thirds of the board members. Public includes participating jurisdictions, public housing agencies, HFA's, redevelopment authorities and Indian Tribes. Officers or employees of the parent company cannot serve as CHDO officers or employees (except for the permitted 1/3 of CHDO 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. Demonstrates capacity of their key staff to carry out the HOME-assisted activities they are planning with HOME funds. An organization must satisfy capacity by having key **paid (full or part time)** experienced staff that has successfully completed projects similar in size scope and complexity to those being proposed by the CHDO. Paid staff must be directly paid by and directly accountable to the CHDO.
 - iii. The amount of staff time available must be sufficient for the CHDO to undertake its roles in overseeing the project proposed (e.g. number of units, project financing, etc.). There is no "minimum" staff time; it is relative to the project role. Paid staff includes a person whose salary, payroll taxes and unemployment insurance are paid by the CHDO and from whom the CHDO withholds payroll and income taxes. Receipt of a W-2 is definitive evidence of being a "paid employee" for HOME purposes. In the absence of a W-2, we must examine a current execute employment contract between the CHDO and the individual working to determine the nature of the relationship. If the CHDO has the right to direct and control the time, manner, and location of the work, the worker is likely to be considered an employee. Use of consultants to demonstrate capacity is only permitted during the 1st year of operation as a CHDO. CHDO's cannot meet capacity requirements based on the use of volunteers, donated staff, shared staff or board members.
 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.

C. CHDO PROPOSAL SUBMISSION REQUIREMENTS CHECKLIST

_____ Narrative Description of Project(s) that agency is requesting CHDO funding for must include the following information:

- _____ Description of Planned HOME Projects as a part of this CHDO request:
- _____ Estimated Timeline for Start/Completion
- _____ 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
- _____ Formal Written Process for involving low-income households in program design
- _____ CHDO Certification Questionnaire
- _____ New Certification of all CHDO Board Members
- _____ Current 2015 CHDO Board Roster
- _____ Current CHDO 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
- _____ Current CHDO Organizational Chart
- _____ Resumes of Key Paid CHDO Staff members funded under this proposal
- _____ W-2s of Key Paid CHDO staff members and/or copy of current employment contract funded under this proposal (please submit to Mirada Jenkins in a separate sealed envelope and redact social security information)
- _____ Copies of all 2015 CHDO Board Meeting Minutes (January 2015- December 2015)
- _____ Most Recent IRS Federal Form 990 Exempt Organization Return
- _____ 2015 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.

Name _____ Title _____ Date _____

D. CHDO OPERATING PROPOSED USE OF FUNDS

Organization Name:

CHDO OPERATING EXPENDITURES

Expenditure Type	County Funding	Other Expenditures	Program Totals
Personnel, taxes, & fringes			
Consultant & Contractual			
Space & Related Supplies			
Other:			
Totals			

CHDO OPERATING REVENUES

Revenue Type	County Funding	Other Revenues	Program Totals
Amount Requested			
Totals			

Other Revenues: Please indicate at the bottom of this page or on a second page the sources and amounts of your expected revenues for the 2016-17 program year; and provide the status of these funds (i.e. applied for, pending, or confirmed).

Source	Amount	Status

Name of Authorized Agency Representative

Signature of Authorized Agency Rep

Date

E. CHDO CERTIFICATION QUESTIONNAIRE AND CHECKLIST

Date: _____

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 Housing and Urban Development (HUD) CFR 92.2 and the HOME Final Rule published July 24, 2013 (Subpart G - Set-Aside for Community Housing Development Organizations (CHDOs)). 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 can 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 organizations:

_____ 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 organizations:

_____ 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 P/J), 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, and 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 (1st Year CHDO's Only).

Additional Required Documents (Please attach with proposal):

- _____ a copy of the most recent audit and management letter; and
- _____ a copy of the most recent completed fiscal year's budget and actual; and
- _____ a current complete 2015 board roster; and
- _____ current certificates of Board representation for each board member (must use the enclosed form).

Name of Authorized Agency Representative

Signature of Authorized Agency Rep

Date

F. 2016-17 CERTIFICATION OF BOARD REPRESENTATION

All CHDO Board members must fill out at least one of the appropriate boxes below and sign/date the bottom of this document. All Board Members must complete a *new* 2016-17 certification form.

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 neighbor-hood 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 (2013)	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

 Date

 Name of Authorized Agency Representative

 Signature of Authorized Agency Rep

 Date

G. CHDO OPERATING ASSISTANCE REVIEW FORM

Organization Name: _____ Amount Requested: \$ _____

Housing Projects

A. Contract Status:

- +5 pts = for each HOME Contract with legislative body approval
- +3 pts = for each Contract with legislative body approval with other Community & Economic Development funds (non-HOME)
- +1 pts = for each Contract application submitted through RFP that does not have legislative body approval

B. Units

- +1 pts = each approved or applied for unit: acquisition, acquisition & rehab, or new construction
- +.5 pts = each approved or applied for unit: rehab only of existing owned property

Maximum Points by Projects = (contingent upon # of units & approved contracts)

Organizational Capacity

C. Organizational Performance – For all contracts executed with OCED since 1/1/2013:

- +5 pts = All contracts completed within budget
- +3 pts = 26% - 50% of contracts completed within budget
- +1 pts = 25% or less of contracts completed within budget

- +5 pts = All contracts completed within 1 year of contract execution
- +3 pts = 26% - 50% of contracts completed within 1 year of contract execution
- +1 pts = 25% or less of contracts completed within 1 year of contract execution

D. Finances of applicant or co-applicant, whichever scores higher (choose 1)

- No audit – NOT ELIGIBLE TO APPLY
- 2 pts = Audit has a material weakness, no findings (-2 points)
- 5 pts = Audit has a finding (-5 points)
- +2 pts = Audit has no findings, no material weakness, and audit shows positive cash flow
- +10 pts = Audit has no findings, no material weakness, unrestricted cash or cash equivalent assets are 5% or more of current budget

E. Staff Capacity

- +5 pts = Key staff are all qualified & have 5 or more years experience
- +3 pts = Key staff are mostly qualified & experienced
- +1 pts = Key staff working with qualified & experienced consultant (*1st year CHDO's only*)

- +5 pts = Key staff are full time/part-time employees as evidence by W-2
- +3 pts = Key staff are full time/part-time employees as evidence by valid employment contract
- +1 pts = Key staff working with qualified & experienced consultant (*1st year CHDO's only*)

Maximum Total Organizational Capacity Points = 30

Reviewer Name: _____

Date: _____

IV. NOTICE OF HOMEOWNERSHIP FUNDING AVAILABLE

HOMEOWNER PROGRAM TYPES

A. Common Program Requirements

- ❖ ADMINISTRATION: Homeowner programs will be administered by a Nonprofit Corporation or Community Development Corporation, with at least 3 years of experience administering federal funds.
- ❖ CONTRACT TERM:
 - FY 16/17 HOME funds are available approximately October 1, 2016 until October 1, 2018.
- ❖ NEIGHBORHOOD REVITALIZATION: Preference for projects that are part of a larger community revitalization plan and/or that positively impact the condition of a neighborhood.
- ❖ AFFIRMATIVE MARKETING: An affirmative marketing plan must be in place to ensure that the available funding is marketed to a diverse range of eligible households.
- ❖ CHDO PREFERENCE: The County has a preference for funding Community Housing Development Organizations (CHDO).
- ❖ EDUCATION: All potential homebuyers must go through the WHEP homebuyer education program, or an equivalent HUD or MSHDA approved certified program, to complete 8 hours of certified pre-purchase education, prior to purchase.
- ❖ ELIGIBLE PROPERTIES: The acquisition of existing single family homes, condominium, and manufactured homes (less than 10 years old with fee simple ownership); with a purchase price that does not exceed \$195,000. New construction must not exceed \$200,000
- ❖ PROPERTY STANDARDS: Uniform Physical Condition Standards (UCPS) for projects that use HOME funding that begin on or after January 24, 2015 the federal Uniform Physical Condition Standards will replace the Property Standard Inspection (PSI) and the federal Housing Quality Standards (HQS). All inspections for projects that use HOME funding that begin on or after this date will follow UPCS and any guidance on the implementation of UPCS standards issued by HUD. UPCS standards apply to all inspections for projects that are funded by HOME. Any reference in this document to “inspection,” such as “draw inspections,” Property Standards Inspections,” or “PSI,” and “Housing Quality Standards inspections” or “HQS inspections” will be replaced with UPCS inspection(s) for HOME funded projects that begin on or after January 24, 2015.
 - All housing units must be inspected and meet Uniform Physical Condition Standards (UPCS), the 2009 International Property Maintenance Code and/or Model Energy Code before the property is occupied.
 - All new construction, a certificate of occupancy is required
- ❖ HEALTHY HOMES: Healthy Home standards are encouraged to ensure that people with health issues are minimally impacted by the construction materials in their homes.
 - Residential hazards can include mold and moisture, lead-based paint, radon, asbestos, allergy triggers, combustible materials, chemical off-gassing, pests and pesticides, and poor indoor air quality
- ❖ ENERGY EFFICIENCY: Reducing the long-term operating costs is a high priority. The project must meet minimum energy efficiency and green construction standards.
- ❖ INCOME QUALIFICATION: Income/asset verification is required for all participants utilizing the online HUD income calculator at www.onecpd.info/incomecalculator
- ❖ DOWN PAYMENT ASSISTANCE: The buyer’s subsidy will not exceed the affordability gap, which is based on the income of the homebuyer and the buyer’s debt to income ratio. The affordability gap of the property is determined by the mortgage payment, property taxes, utilities, insurance, and other regular costs associated with homeownership. Downpayment subsidy is limited to 50% of the required downpayment plus closing costs and must not exceed the greater of the affordability gap or \$15,000. HOMEBUYER

- CONTRIBUTION: A minimum homebuyer contribution of \$1,000 shall apply to all homebuyer assistance programs.
- ❖ TOTAL SUBSIDY AMOUNT: Total subsidy is the aggregate limit of OCED investment per unit regardless of funding source/year. Not to exceed \$45,000 (up to \$37,500 in project costs + up to \$7,500 in Developer Fee) per unit.
 - ❖ LOAN TERMS: 0% Interest, deferred payment, 20-year loan. If the owner remains in the home as the primary residence for 20 years, the principal and appreciation will be forgiven after 20 years. The County lien amounts are as follows:
 - Acquisition and/or Rehabilitation: The County's shall lien a minimum of \$10,000, plus shared appreciation of the Subsidy Amount paid to the developer for Acquisition and/or Rehabilitation on each property.
 - The remaining amount of the Subsidy Amount shall become "Program Income". Any program income funds collected by the developer which are attributable to the Subsidy Amount shall be used for approved housing projects within Washtenaw County. Program Income shall in no way be used to support administrative costs or overhead costs of the developer. The developer shall account funds in a manner that ensures Program Income is tracked separately from other funds received by the developer associated with Property forgiven at the time of resale to an eligible homebuyer.
 - Down Payment Assistance: 100% of Subsidy Amount provided to homebuyer for Down Payment Assistance shall become a lien on the property to be repaid to the County at the time of sale, or transfer, or refinance of the property.
 - ❖ RECAPTURE FORMULA: The County will be repaid the principal or a percent of appreciation (based on the County's subsidy as a percent of the home's after rehab value), at the time of sale or transfer. If at the time of sale or transfer, the home has not appreciated in value or the proceeds are insufficient to repay the principal or shared appreciation, the balance of the owner's unpaid lien shall be forgiven. (See Appendix B).
 - ❖ LEGAL DOCUMENTS: The County will apply an Affordability Agreement, Mortgage, Note and an Intercreditor Agreement as applicable for each property.
 - ❖ SECTION 3: HUD requires all projects of \$100,000 or more to actively try to provide employment opportunities for low-income people and low-income owner businesses.

B. Acquisition, Development, Resale (ADR)

- ❖ PROGRAM DESCRIPTION: Developer purchases and rehabilitates a house that is sold to an eligible buyer. The developer provides specifications to the Office of Community and Economic Development (OCED) for approval before the house is purchased. The developer oversees the bidding and rehabilitation of the house. A qualified buyer purchases the home and may or may not also need down payment and closing cost assistance. The developer provides the buyer's information, appraisal, loan documents, and a closing date to OCED before the closing. OCED provides funding and an affordability agreement, mortgage, and note for the closing.
- ❖ Developers seeking ADR support must demonstrate experience and current resources to effectively identify homebuyers for acquired properties. Such demonstration shall include inventory of potentially qualified buyers, timeframes for acquisition, starting rehabilitation and/or construction, and schedule for sale of each property.
- ❖ SUBSIDY AMOUNT: Up to \$37,500 to assist a homebuyer with down payment and closing cost assistance to purchase a home and rehabilitate the house.
- ❖ Any DPA component of ADR may not exceed the greater of \$15,000 or the calculated affordability gap for homebuyer purchase. Downpayment subsidy is limited to 50% of the required downpayment plus closing costs and must not exceed the greater of the affordability gap or \$15,000.

- ❖ **DEVELOPER FEE:** Up to 20% of County HOME project cost per unit to cover the cost of acquiring the unit, marketing, providing services, performing required inspections, managing the procurement process, overseeing the rehabilitation and processing the paperwork for eligible participants not to exceed \$7,500 per property.
- ❖ **TOTAL SUBSIDY AMOUNT:** Total subsidy is the aggregate limit of OCED investment per unit regardless of funding source/year. Not to exceed \$45,000 (up to \$37,500 in project costs + up to \$7,500 in Developer Fee) per unit.
- ❖ **RENTAL CONVERSION:** Any acquired home that is not sold to an eligible homebuyer within 9 months of rehabilitation completion, as evidenced by certificate of occupancy, must be converted to low income rental use, consistent with HOME rental requirements, or provide HOME repayment.

C. Down Payment Assistance (DPA) Funding as a Stand Alone Program

- ❖ **PROGRAM DESCRIPTION:** A qualified buyer applies to the Nonprofit/Community Development Corporation (NP/CDC) for down payment and closing cost assistance to purchase a home. The NP/CDC works with the buyer to find a home that meets the program guidelines, a loan product that is appropriate, and any additional assistance to close on the home. The NP/CDC provides the buyer's information, appraisal, loan documents, and a closing date to the Office of Community and Economic Development (OCED). OCED provides funding and an affordability agreement, mortgage, and note for the closing.
- ❖ **DOWNPAYMENT ASSISTANCE:** Downpayment subsidy is limited to 50% of the required downpayment plus closing costs and must not exceed the greater of the affordability gap or \$15,000.
- ❖ **DEVELOPER FEE:** Up to 10% of total Downpayment Assistance subsidy is available to NP/CDC.
- ❖ **TOTAL SUBSIDY AMOUNT:** Total subsidy is the aggregate limit of OCED investment per unit regardless of funding source/year. Up to \$16,500 per unit (up to \$15,000 in down payment assistance + up to \$1,500 in NP/CDC Developer Fee).
- ❖ **INCOME LIMITS:** Down Payment Assistance will be limited to households with incomes at 31-80% of AMI.

D. Homebuyer Purchase & Rehabilitation (HPR) Program

- ❖ **PROGRAM DESCRIPTION:** A qualified buyer applies for down payment and closing cost assistance to purchase a home. The home also needs rehabilitation. The homebuyer obtains a mortgage pre-approval amount from a WHEP-approved lender unless the buyer is paying cash. The Nonprofit/Community Development Corporation works with the buyer to find a home that meets the program guidelines, a loan product that is appropriate, and any additional assistance to close on the home. The NP/CDC provides the buyer's information, appraisal, loan documents, and a closing date to the Office of Community and Economic Development (OCED). OCED provides funding and a mortgage and note for the closing. In addition, the NP/CDC works with the buyer and Community Development on a scope of work, and the NP/CDC bids out and oversees the rehab work.
 - To be CHDO eligible, the developer is the owner (in fee simple absolute) and the developer of new housing that will be constructed or existing substandard housing that will be rehabilitated for sale to low income eligible buyers.
- ❖ **INCOME LIMITS:** Households with incomes at 30% to 80% AMI.
- ❖ **SUBSIDY AMOUNT:** Up to \$37,500 to assist a homebuyer with down payment and closing cost assistance to purchase a home and rehabilitate the house.
 - Down Payment component limited to the greater of the affordability gap or \$15,000.

- ❖ **TOTAL SUBSIDY AMOUNT:** Total subsidy is the aggregate limit of OCED investment per unit regardless of funding source/year. Not to exceed \$45,000 (up to \$37,500 in project costs + up to \$7,500 in Developer Fee) per unit.
- ❖ **DEVELOPER FEE:** The developer may request a developer fee of up to 20% of County HOME project costs (not to exceed \$7,500 per unit) to cover the cost of providing services, performing required inspections, managing the procurement process, overseeing the rehabilitation SUBRECIPIENTS and processing the paperwork for eligible participants.

E. Homeowner Evaluation Criteria

All proposals will be reviewed and ranked on the basis of the evaluation criteria below:

Up to 22 points	Organizational Status – based on legal status and audit
Up to 18 points	Professional qualifications of development team – based on previous projects and verified by references
Up to 30 points	Implementation, project management, procurement process, and ability to complete the work within the prescribed time.
Up to 30 points	Financial package including appropriate funding sources, leveraging of funds, and ability to secure additional funds for homebuyer down payment and closing cost assistance
Up to 50 points	Construction and commitment to energy efficiency, green construction and healthy homes.
Up to 20 points	Homebuyer Education Plan
Up to 20 points	Collaboration with real estate professionals, nonprofits and/or governmental agencies.
Up to 10 points	Marketing Plan including affirmative marketing and outreach to real estate professionals, lenders, nonprofits and media.
Up to 25 Points	Housing Affordability and Economic Equity Analysis
225 max. points	

F. HOMEOWNERSHIP PROPOSAL SUBMISSION REQUIREMENTS

Submit one (1) original and three (3) copies, and one (1) electronic copy of your completed proposal in the order shown below. **Do not staple your original request; use a paper clip to join the pages. Incomplete funding requests and/or requests received after the deadline will not receive consideration for funding.**

- _____ Cover Page of this RFP with completed bidder information
- _____ Signature Page of this RFP (Appendix I)
- _____ Signed Legal Status Form (Appendix C)
- _____ Signed Release for Credit Check Form (Appendix D)
- _____ Local Unit of Government Certification (Appendix J)
- _____ Complete this Submission Requirements Checklist
- _____ Homeownership Proposal Cover Sheet (with 1 original signature and 1 copy)
- _____ Development Team Narrative
- _____ Implementation Process
- _____ Financial Narrative and evidence of history of securing additional funding
- _____ Timeline of Project Milestones
- _____ Housing Affordability and Economic Equity Analysis
- _____ Homebuyer Education Narrative
- _____ Project Development Budget with Sources and Uses & Whether Funds Secured (Section VI)
- _____ Environmental checklist for proposed project (Appendix G)
- _____ Green Criteria Checklist (Appendix K)
- _____ Affirmative Marketing Plan (Sample HUD Form 935.2b – Appendix H)
(<http://portal.hud.gov/hudportal/documents/huddoc?id=935-2b.pdf>)
- _____ Organizational Documents (below)
 - _____ Organizational Chart*
 - _____ Current Organizational Operating Budget and Balance Sheet*
 - _____ Letters of Agreement/Memorandums of Understanding (if applicable)
 - _____ 2015 Board Roster (Appendix F)
 - _____ Most Recent Independent Audit & Management Letter (and A-133 Audit, if applicable)*
 - _____ IRS 990 Exempt Organization Return* (if applicable)
 - _____ Organization Bylaws**
 - _____ Proof of 501(c) 3 or other Tax Exempt Status (if applicable) **
 - _____ Articles of Incorporation**
 - _____ Certificate of Good Standing with State of Michigan

** Submit this document if you have not done so already in 2015. ** Submit this document if you are a new applicant to the Office of Community and Economic Development or if you have revised these documents from previous submissions.*

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

Signature	Date
Print Name	Title

G. HOMEOWNERSHIP PROPOSAL COVER SHEET

Name of Applicant/Organization: _____
Address: _____ City, ST, Zip _____
Federal Tax ID Number: _____ DUNS #: _____

Partner Organization(s): _____

(Must Attach the Letter of Agreement or Memorandum of Understanding to describe partner organization relationship(s))

Total Project Cost: \$ _____ Total Amount of Request: \$ _____

Amount of Request by program and funding source:

	ADR	DPA	HPR
HOME	\$ _____	\$ _____	\$ _____

Executive Director: _____ Telephone: _____

E-mail: _____ Website: _____

Contact Person for Application:

Name: _____ Telephone: _____

Email: _____ Fax: _____

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.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

H. Additional Homeownership Submission Requirements

Provide a brief narrative or bullet points addressing the following issues, as applicable:

1. Development Team Narrative:

- Indicate the team member/s that will be performing the following functions:
 1. property selection and feasibility analysis
 2. acquiring financing/working with lenders and other funders
 3. homebuyer qualification
 4. property acquisition
 5. developing scope of work
 6. construction management
 7. financial accounting
- Include the resumes of every development team member referenced above. Include a list of similar housing projects developed by each key development member, including project location, the year completed, number of units in project, and funding types leveraged for each project. This information is used to assess the capacity and experience of each development team member as well as the team as a whole.
- If applicable, include a memorandum of understanding or similar document between partner organizations. Please *do not* include general letters of support or endorsement.

2. Implementation Process:

- Provide a short summary of the role each key development team member will be performing and how the process will be managed and coordinated.
- Include a description of processes that are in place to ensure that your proposal will be successful, including construction management. Indicate whether your organization is targeting a specific neighborhood as part of a neighborhood revitalization plan and describe the non-housing activities.
- Attach adopted procurement procedures

3. Financial Narrative:

- Provide evidence of developers history of leveraging additional funds for homebuyers by providing letters of commitment from funders or 3 settlement statements of previous clients with the client information redacted
- Describe any requirements of other funding sources in the development budget that will impact implementation of this proposal (i.e. a funder that requires specific construction standards, timeframe or other restrictions).
- Describe any property, materials, or labor that will be donated

4. Timeline of Projected Milestones:

- Include a timeline of projected milestones (with target dates), including the following, as applicable:
 - Secure each funding source
 - Marketing of program
 - Property acquisition
 - Send out bids for construction
 - Complete rehabilitation
 - Homebuyer purchase, including identified potentially eligible purchaser to meet timing requirements

5. Housing Affordability and Economic Equity Analysis

- Document how this proposal aligns with the Affordable Housing Needs Assessment, dated January of 2015. Outline specific targets within this proposal which will meet the tasks identified in the Analysis. To review the Analysis visit this page

1. Tasks

- a. Grow the supply of affordable non-student rental housing in Ann Arbor and Pittsfield.
 - i. Goals
 1. Annual: Ann Arbor= 140; Pittsfield =17
 2. By 2035 Ann Arbor= 2797; Pittsfield 342
 - ii. Objective: Regional equity and fair share balance (skills, education, housing) to help ensure the county is creating an environment that is best prepared for economic growth.
 - iii. Metrics: Additional affordable supply on an annual basis as noted above.
- b. Grow demand by working and college-educated households to live and reinvest in Ypsilanti.
 - i. Goals
 1. Annual: City= 69; Township 140
 2. By 2035: City= 1,383; Township = 2,795
 - ii. Objective: Regional equity and fair share balance (skills, education, housing) to help ensure the county is creating an environment that is best prepared for economic growth.
 - iii. Metrics:
 1. Housing values that rise at rates > the regional average
 2. Poverty rates that are falling towards a target rate of < the regional average

6. **Homebuyer Education Narrative:**

- Describe how your organization will ensure that potential homeowners will receive at least 8 hours of certified homeownership education before purchase by a HUD or MSHDA certified agency.
- Include a detailed description of the homeownership education program
- Include a copy of the qualification of the agency or person's providing the education
- Provide the fee schedule for the education program, if applicable.
- If the homebuyer education is free or a reduced cost, include the sources of funding subsidizing the program.

7. **Project Development Budget with Sources and Uses**

8. **Affirmative Marketing Plan (Sample HUD Form 935.2b)**

9. **Green Criteria Checklist: Construction**

OCED recognizes that each house is unique and has different rehabilitation needs. The Construction checklist is a commitment checklist for your homeownership projects. If the applicant checks a box off, then the applicant is committing to the item indicated and will be required to incorporate that item into every property address **(50 points maximum)**. Please complete the Green Criteria Checklist found in Appendix K of this RFP for your Homeownership projects.

V. NOTICE OF RENTAL FUNDING AVAILABLE

A. Common Program Requirements

- ❖ ADMINISTRATION: Rental projects will be developed by either for profit or non-profit affordable housing developers with at least 3 years of experience administering federal funds.
- ❖ MIXED INCOME: The County encourages mixed-income neighborhoods and will carefully evaluate the addition of low-income housing in existing low-income neighborhoods. The County does encourage improving the existing low-income housing stock in low-income neighborhoods.
- ❖ RELOCATION: The federal Uniform Relocation Act (URA) is applicable. If residents will be permanently or temporarily displaced, a relocation plan and budget is required.
- ❖ CHDO PREFERENCE: The County has a preference for funding Community Housing Development Organizations (CHDO).
- ❖ ELIGIBLE PROPERTIES: Acquisition & rehabilitation of existing multi-family units with a preference for at least 12 units. Rehabilitation of existing subsidized rental projects to preserve the long-term affordability of existing units. New construction of rental properties that include a minimum of 10% supportive housing units.
- ❖ PROPERTY STANDARDS: All housing units must meet the 2009 International Property Maintenance Code and Model Energy Code and receive a Certificate of Occupancy before the property is occupied.
 - Uniform Physical Condition Standards (UCPS) For projects that use HOME funding that begin on or after January 24, 2015 the federal Uniform Physical Condition Standards will replace the Property Standard Inspection (PSI) and the federal Housing Quality Standards (HQS). All inspections for projects that use HOME funding that begin on or after this date will follow UPCS and any guidance on the implementation of UPCS standards issued by HUD. UPCS standards apply to all inspections for projects that are funded by HOME. Any reference in this document to “inspection,” such as “draw inspections,” “Property Standards Inspections,” or “PSI,” and “Housing Quality Standards inspections” or “HQS inspections” will be replaced with UPCS inspection(s) for HOME funded projects that begin on or after January 24, 2015
- ❖ ENERGY EFFICIENCY: Reducing the long-term operating costs is a high priority. Rehabilitation that maximizes energy efficiency is required.
- ❖ ACCESSIBILITY: The County encourages the creation of units which offer barrier free, accessible and visitability to the greatest extent possible. The Fair Housing Act, the Americans with Disabilities Act, the Architectural Barriers Act and Section 504 standards apply to all federally funded projects.
- ❖ HEALTHY HOMES: Healthy Home standards are encouraged to ensure that people with health issues are minimally impacted by the construction materials in their homes.
 - Residential hazards can include mold and moisture, lead-based paint, radon, asbestos, allergy triggers, combustible materials, chemical off-gassing, pests and pesticides, and poor indoor air quality
- ❖ INCOME QUALIFICATION: Income/asset verification with source documentation is required for all tenants at initial occupancy as well as annual re-certifications by affidavit or source documentation.
- ❖ AFFIRMATIVE MARKETING: An affirmative marketing plan must be in place to ensure that the available funding is marketed to a diverse range of eligible households.
- ❖ LOAN TERMS: 0% interest, deferred payment, 30-year loan. If the property continues to provide affordable housing after 30 years, the loan will be forgiven.

- ❖ RECAPTURE FORMULA: The County will be repaid the principal or both the principal and a percent of appreciation, at the County’s discretion (based on the County’s subsidy as a percent of the property’s after rehab value), at the time of sale or transfer. If at the time of sale or transfer, the property has not appreciated in value or the proceeds are insufficient to repay both the principal and shared appreciation, the balance of the owner’s unpaid lien shall be forgiven.
- ❖ DAVIS BACON: HUD requires that all SUBRECIPIENTS and SUBRECIPIENTS comply with Davis-Bacon Labor Standards for housing projects that include 12 or more units in HOME funded projects.
- ❖ SECTION 3: HUD requires all projects of \$100,000 or more to actively try to provide employment opportunities for low-income people and low-income owner businesses.
- ❖ MARKET STUDY: A market study will be required for projects with 24 or more units as a condition prior to contract execution. The market study must support the development of the site.
- ❖ TRANSIT ACCESSIBILITY: Proximity and accessibility to public transit will be considered as part of evaluation process.
- ❖ A PHASE 1 ENVIRONMENTAL SITE ASSESSMENTS Site Assessment will be required for Acquisition and/or new construction as a condition prior to contract execution. This process requires several months to complete.

B. Rental Development Evaluation Criteria

All proposals will be reviewed and ranked on the basis of the evaluation criteria below:

Up to 22 points	Organizational Status – based on legal status and audit
Up to 24 points	Professional qualifications of development team – based on previous projects and verified by references
Up to 15 points	Population targeting objectives including homeless, special needs & 30% AMI rental. Mixed income.
Up to 65 points	Financial package including appropriate funding sources, leveraging of funds, supportive services funding if applicable, and operating pro forma is reasonable.
Up to 30 points	Implementation: Proposed work plan and ability to complete the work within the prescribed time
Up to 50 points	Construction and commitment to energy efficiency, green construction and healthy homes.
Up to 10 points	Quality of Life
Up to 14 points	Property Management: Tenant selection and property maintenance plan
Up to 15 points	Support Services Plan
Up to 25 points	Housing Affordability and Economic Equity Analysis
270 max. points	

C. RENTAL PROPOSAL SUBMISSION REQUIREMENTS CHECKLIST

Submit one (1) original, three (3) copies, and one (1) electronic copy of your completed proposal in the order shown below. **Do not staple your request; use a paper clip to join the pages. Incomplete funding requests and/or requests received after the deadline will not receive consideration for funding.**

- _____ Cover Page of this RFP with completed bidder information
- _____ Signature Page of this RFP (Appendix I)
- _____ Signed Legal Status Form (Appendix C)
- _____ Signed Release for Credit Check Form (Appendix D)
- _____ Local Unit of Government Certification (Appendix J)
- _____ Complete this Submission Requirements Checklist
- _____ Rental Proposal Cover Sheet (with 1 original signature and 1 copy)
- _____ Chart of Proposed Units (Appendix E)
- _____ Development Team Narrative
- _____ Population Targeting and Financial Narrative
- _____ Project Development Budget with Sources and Uses & Whether Funds Secured
- _____ Operating Budget
- _____ Supportive Services 1 year revenue and expense budget (if permanent supportive housing)
- _____ Implementation Process Narrative
- _____ Checklist for Support Services and Quality of Life
- _____ Housing Affordability and Economic Equity Analysis
- _____ Timeline of Project Milestones
- _____ Deed (rehab) OR Purchase Agreement/Option to Purchase (acquisition)
- _____ Title Search
- _____ Relocation Plan (if applicable)
- _____ Property Management and Maintenance Plan
- _____ Property Inspection by Licensed Property Inspector (for acquisitions)
- _____ Capital Needs Assessment (for rehabilitation of existing projects)

- _____ Rehabilitation Specs and Cost Estimate (rehabilitation)
- _____ Architectural concept or drawings (new construction)
 - provide most up to date information available for the current project stage)
- _____ Lead Based Paint Assessment (Acquisition built prior to 1979)
- _____ Energy Audit (for rehabilitation)
- _____ Affirmative Marketing Plan (Sample HUD Form 935.2a)
 - http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/forms/hud9a)
- _____ Checklist for Support Services and Quality of life
- _____ Environmental checklist for proposed project (Appendix G)
- _____ Green Criteria Checklist (Appendix K)
- _____ Organizational Documents (below)
 - _____ Organizational Chart*
 - _____ Current Organizational Operating Budget and Balance Sheet*
 - _____ Letters of Agreement/Memorandums of Understanding (if applicable)
 - _____ 2015 Board Roster (if applicable) (Appendix F)
 - _____ Most Recent Independent Audit & Management Letter (and A-133 Audit, if applicable)*
 - _____ IRS 990 Exempt Organization Return* (if applicable)
 - _____ Organization Bylaws** (if applicable)
 - _____ Proof of 501(c) 3 or other Tax Exempt Status (if applicable)**
 - _____ Articles of Incorporation/Organization**
 - _____ Certificate of Good Standing with State of Michigan

*Submit this document if you have not done so already in 2015.

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

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

Signature _____ Date _____

Print Name _____ Title _____

D. RENTAL PROPOSAL COVER SHEET

Name of Applicant/Organization: _____

Address: _____ City, ST, Zip _____

Federal Tax ID Number: _____ DUNS #: _____

Partner Organization(s):

(Attach Letter of Agreement or Memorandum of Understanding to describe relationship)

Property Address: _____ City, ST, Zip _____

Total Project Cost: \$ _____ Total Amount of Request: \$ _____

Total Units: _____

Amount of Request by funding source:

Urban County HOME \$ _____

Executive Director/Senior Officer/Owner: _____ Phone: _____

E-mail: _____ Website: _____

Contact Person for Application:

Name: _____ Telephone: _____

Email: _____ Fax: _____

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 (for organizations that have a Board). 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.

Authorized Signature²: _____ Date: _____

Printed Name _____ Title: _____

² Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 120 days. Any individual that provides the official signature for the proposing organization must read and agree to the Washtenaw County standard contract provisions, terms, and conditions, which are outlined in this document.

E. Additional Rental Proposal Submission Requirements

Provide a brief narrative or bullet points, addressing the following issues, as applicable:

1. Development Team Narrative

- a. Indicate the team member/s that will be performing the following functions:
 1. Project manager
 2. Property feasibility analysis
 3. Property acquisition
 4. Acquiring financing/working with lenders and other funders
 5. Developing scope of construction work
 6. Construction management
 7. Financial accounting
 8. Property Management
 - a. Maintenance
 - b. Affirmative marketing and fair housing
 - c. Tenant selection and qualification
- b. Include the resumes of every development team member listed above.
- c. Include a list of similar housing projects developed/managed by each development team member, including project location, the year completed, number of units in project, and funding types leveraged for each project. This information is used to assess the capacity and experience of each development team member as well as the team as a whole.
- d. Include a memorandum of understanding or similar document between partner organizations. Please *do not* include general letters of support or endorsement.

2. Population Targeting and Financial Narrative

- a. Indicate whether the target population includes special needs populations such as people with disabilities, veterans, the elderly, or youth. Also complete Appendix E, chart of units.
- b. Describe any requirements of other funding sources in the development budget that will impact implementation of this proposal (i.e. LIHTC secured and MSHDA's LIHTC rent and income limits must be used).
- c. Indicate whether project based vouchers are secured or applying for
- d. Indicate the terms requested for the HOME funds (years, interest rate, amortized? Etc.) in narrative or attached proformas
- e. Indicate whether a PILOT (payment in lieu of taxes) is secured or will be applied for and what the PILOT terms are
- f. Describe any property, materials, or labor that will be donated
Permanent Supportive Housing must provide a separate budget showing how support services will be paid for.

3. Operating Proforma / Budget: Include revenue and expense projections for 15 years

- a. A minimum of \$300/unit/year is required for replacement reserves for all units with 1 bedroom or greater. A minimum of \$100/unit is required for replacement reserves for SRO units.
- b. 2% maximum annual rent increases
- c. 3% minimum annual operating increases (except replacement reserves can be 2%)
- d. 7% minimum vacancy rate
- e. 1.2 minimum debt service coverage
- f. Indicate in a footnote the number of units by bedroom size and rent targets
- g. Indicate in a footnote all projected refinancing and estimated terms

4. Implementation Process Narrative

- a. Is the property zoned appropriately? (What is it currently zoned? If re-zoning is needed, what zoning designation will be requested?)

- b. If a site plan is required, what is the status of site plan approval?
 - c. Property can be acquired before applying for County funds. However, all expenses that occur before an Environmental Assessment is completed by the County are ineligible for reimbursement with County funds except purchase options and soft costs related to determining project feasibility.
 - 1. Provide purchase option or deed
 - 2. Title Search must be provided to determine if potential issues will cloud title
 - d. Provide a short summary of the role each key development team member will be performing and how the process will be managed and coordinated. Include a description of processes that are in place to ensure that your proposal will be successful, including construction management
 - e. Describe or attach adopted procurement procedures
- 5. Include a timeline of projected milestones (with dates or 1 month after funding approval or month 2 etc. including the following, as applicable:**
- i. Secure each funding source
 - ii. Property acquisition
 - iii. Approval of specs/drawings/site plan
 - iv. Send out bids for construction
 - v. Complete rehabilitation/construction
 - vi. Certificates of Occupancy
 - vii. Lease up of Units
- 6. Relocation**
- a. If the property to be acquired is currently occupied, the developer will provide a list of all current residents, including names, addresses, phone numbers, unit address, lease expiration date, contract rate, subsidy (e.g. voucher), utilities, and security deposit amount.
 - 1. If the project receives Urban County Approval and relocation is required, developer must submit copies of each residents current lease.
 - ii. Relocation estimates must be included in the development pro forma/sources and uses.
 - b. If any resident will be temporarily displaced, please describe the temporary relocation plan and the estimated cost.
- 7. Housing Affordability and Economic Equity Analysis**
- a. Document how this proposal aligns with the Affordable Housing Needs Assessment, dated January, 2015. Outline specific targets within this proposal which will meet the tasks identified in the Analysis. To review the Analysis visit this page <http://www.ewashtenaw.org/government/departments/community-and-economic-development/housing-and-community-infrastructure/affordable-housing>
 - 2. Tasks
 - a. Grow the supply of affordable non-student rental housing in Ann Arbor and Pittsfield.
 - i. Goals
 - 1. Annual: Ann Arbor= 140; Pittsfield =17
 - 2. By 2035 Ann Arbor= 2797; Pittsfield 342
 - ii. Objective: Regional equity and fair share balance (skills, education, housing) to help ensure the county is creating an environment that is best prepared for economic growth.
 - iii. Metrics: Additional affordable supply on an annual basis as noted above.
 - b. Grow demand by working and college-educated households to live and reinvest in Ypsilanti.

- i. Goals
 - 1. Annual: City= 69; Township 140
 - 2. By 2035: City= 1,383; Township = 2,795
- ii. Objective: Regional equity and fair share balance (skills, education, housing) to help ensure the county is creating an environment that is best prepared for economic growth.
- iii. Metrics:
 - 1. Housing values that rise at rates > the regional average
 - 2. Poverty rates that are falling towards a target rate of < the regional average

8. Construction

- c. Please complete the Green Criteria Checklist found in Appendix K
- d. Rehabilitation of existing property
 - 1. Provide capital needs assessment
 - 2. Provide scope of service and cost estimate
 - 3. Provide lead based paint assessment
 - 4. Provide energy audit
- e. Acquisition and rehabilitation
 - 1. Provide copy of licensed inspector report
 - 2. Provide scope of service and cost estimate
 - 3. Provide lead based paint assessment
 - 4. Provide energy audit
- ii. New Construction
 - 1. Architectural drawings
 - 2. Site plan

F. Rental Check-Off List: Supportive Services and Quality of Life

Supportive services on-site: If the project includes homeless, special needs, or extremely low-income households, are there appropriate support services to ensure that the tenants stay housed? **(15 points maximum)** Please check all that apply:

- Dedicated service staff, utilized as needed by residents (5 pts)
- Substance abuse counseling offered on site (1 pt.)
- ESL or literacy programs offered on site (1 pt.)
- Employment training or job preparedness offered on site (1 pt.)
- Financial literacy or budget counseling offered on site (1 pt.)
- On-site day care (1 pt.)
- After school programming (1 pt.)
- Resident council (1 pt.)
- Security guard or front desk screening (5 pts)
- Other _____(1 pt. each)

Quality of Life:

- (10 point maximum)** Please check all that apply:
- Hard-wired alarm system in every unit (1 pt.)
- Internet access provided for each unit (2 pt.)
- OR Internet access and computers provided in Community Room (1 pt.)
- Community garden on site (1 pt.)
- Laundry hook-up in each unit (2 pts)
- OR Laundry facilities in each building (1 pt.)
- Individual porch or balcony for each unit (1 pt.)
- Card access security control system at entrance (1 pt.)
- Includes community room, indoor recreation space or playground equipment (2 pt.)

G. Green Criteria Checklist:

OCED recognizes that each project is unique and has different rehabilitation needs. The Construction checklist is a commitment checklist for your projects. If the applicant checks a box off, then the applicant are committing to the item indicated and will be required to incorporate that item into every property address. Please review the moderate/substantial rehabilitation standards to evaluate project applicability. **(50 points maximum)** Please complete the Green Criteria Checklist found in Appendix K of this RFP for your project.

VI. NOTICE OF COOPERATIVE MEMBERSHIP ASSISTANCE FUNDING AVAILABLE

A Cooperative is a modified homeownership model, where the home buyers own a share of the cooperative. Cooperatives may apply for funds to subsidize the initial membership fee so that units are affordable to low-income buyers. The County wishes to help very low-income households move into these Cooperatives by eliminating the barrier of providing a membership fee to move in. The County also wishes to help Cooperatives maintain financial stability by keeping vacancies rates to a minimum.

A. Common Program Requirements

- ❖ **ADMINISTRATION:** Cooperatives may apply for funding to enable households at 50% of Area Median Income (see Appendix A) pay for the membership fee.
- ❖ **CONTRACT TERM:**
 - FY 16/17 HOME funds are available approximately October 1, 2016 until October 1, 2018.
- ❖ **SUBSIDY AMOUNT:** The applicant/owner must pay a minimum of \$500 for the membership fee.
- ❖ **AFFIRMATIVE MARKETING:** An affirmative marketing plan must be in place to ensure that the available funding is marketed to eligible households.
 - Partnering with a non-profit/s is strongly encouraged to ensure that households that income qualify and have high barriers to affordable housing are able to access the program.
- ❖ **PROPERTY STANDARDS:** All housing units must meet Housing Quality Standards before the property is occupied.
 - Energy Efficiency, Accessibility, Green Construction and Healthy Home standards are encouraged
- ❖ **INCOME QUALIFICATION:** Income/asset verification is required for all applicants.
- ❖ **REPORTING:** Cooperative will provide quarterly reports to OCED, tracking all loan draws from OCED, loans made to members, and loan repayments

B. Permanent Unit Set-Aside Requirements

- ❖ **ADMINISTRATION:** Cooperatives may apply for funding to permanently set-aside a portion of its units for households at 50% of Area Median Income (see Appendix A) by using the funds to purchase the membership fees of those units.
- ❖ **GRANT TERMS:** Cooperatives that permanently set-aside units for households at 50% AMI or less through a deed, covenant or other permanent method will be a grant.

C. Membership Fee Loan Fund Requirements

- ❖ **ADMINISTRATION:** Cooperatives or non-profits may apply for a loan fund to help applicants at 50% AMI or less pay for the membership fee.
- ❖ **LOAN FUND:** The member/owner will repay the Cooperative the amount paid with HOME funds for the membership fee. The owner will recoup the amount of the membership fee the owner paid as well as any equity increase in the membership fee. The Cooperative will track all loan repayments and re-loan the funds to another applicant/owner to buy a membership fee. The new applicant/owner must also income qualify.
- ❖ **LOAN TERMS:** 0% interest, 20-year loan for the loan from County to Cooperative. Cooperative loan term to member is set by Cooperative, with approval from County.

D. Cooperative Evaluation Criteria

All proposals will be reviewed and ranked on the basis of the evaluation criteria below:

Up to 30 points	Professional qualifications of team – based on previous projects and verified by references
Up to 65 points	Implementation Process and ability to complete the work within the prescribed time.
Up to 21 points	Financial package including appropriate funding sources, leveraging of funds, per unit funding request, and cost analysis.
Up to 10 points	Collaboration with nonprofits, governmental agencies and others.
Up to 20 points	Marketing Plan including affirmative marketing
Up to 30 points	Quality of Life
Up to 25 points	Housing Affordability and Economic Equity Analysis
201 max. points	

E. COOPERATIVES PROPOSAL SUBMISSION REQUIREMENTS

Submit one (1) original, three (3) copies, and one (1) electronic copy of your completed proposal in the order shown below. **Do not staple your request; use a paper clip to join the pages. Incomplete funding requests and/or requests received after the deadline will not receive consideration for funding.**

- _____ Cover Page of this RFP with completed bidder information
- _____ Signature Page of this RFP (Appendix I)
- _____ Signed Legal Status Form (Appendix C)
- _____ Complete this Submission Requirements Checklist (with 1 original signature and 1 copy)
- _____ COOPERATIVE Proposal Cover Sheet (with 1 original signature and 1 copy)
- _____ Key People Narrative
- _____ Implementation Process Narrative
- _____ Property Maintenance Plan
- _____ Membership Selection Policy
- _____ Check off list for Quality of Life
- _____ Housing Affordability and Economic Equity Analysis
- _____ Project Budget
- _____ Affirmative Marketing Plan (Sample HUD Form 935.2b
<http://www.hud.gov/offices/adm/hudclips/forms/>)
- _____ Environmental checklist for proposed project (Appendix G)
- _____ Organizational Documents (below)
- _____ Organizational Chart*
- _____ Current Organizational Operating Budget and Balance Sheet*
- _____ Letters of Agreement/Memorandums of Understanding (if applicable)
- _____ 2015 Board Roster* (Appendix F)
- _____ Most Recent Independent Audit & Management Letter* (and A-133 Audit, if applicable)
- _____ IRS 990 Exempt Organization Return** (if applicable)
- _____ Organization Bylaws**
- _____ Proof of 501(c) 3 or other Tax Exempt Status** (if applicable)
- _____ Articles of Incorporation**

*Submit this document if you have not done so already in 2015.

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

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

Signature

Date

Print Name

Title

F. COOPERATIVE PROPOSAL COVER SHEET

Name of Applicant/Organization: _____
Federal Tax ID Number: _____ DUNS #: _____
Address: _____ City, ST, Zip _____

Partner Organization(s): _____

(Attach Letter of Agreement or Memorandum of Understanding to describe relationship)

Total Project Cost: \$_____ Total Amount of Request: \$_____

Executive Director/Senior Officer/Owner: _____
Telephone: _____
E-mail: _____ Website: _____

Contact Person for Application:
Name: _____ Telephone: _____
Email: _____ Fax: _____

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.

Authorized Signature³: _____ Date: _____

Printed Name: _____ Title: _____

³ Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 120 days. Any individual that provides the official signature for the proposing organization must read and agree to the Washtenaw County standard contract provisions, terms, and conditions, which are outlined in this document.

G. Additional Cooperative Submission Requirements

Provide a brief narrative or bullet points addressing the following issues:

1. Personnel – provide a short summary of each key person and their role for the following activities:
 1. Project Manager
 2. Marketing
 3. Member Qualification
 4. Financial Management
 5. Ensuring that units pass local code inspections
 6. Quarterly reporting to OCED
 - Include the resumes or summary of qualifications of key persons
 - Include a memorandum of understanding or similar document between partner organizations, if applicable. Please *do not* include general letters of support or endorsement.
2. Implementation Process
 - Describe how your program will be managed for quality control and success
 - Include the cooperative membership fee structure
 - Indicate the income target of the recipients
 - Provide a copy of the member application
 - Indicate the year HUD's affordability requirement expires for any current HUD loans
 - Provide a property maintenance plan (annual and ongoing maintenance, work order process)
 - Provide member selection policy
3. Financial
 - Include a project budget with source and uses of funds
 - Include other sources of funding, term of funds (loan term, grant), and whether secured or applying for
 - Describe any requirements of other funding sources in the development budget that will impact implementation of this proposal
4. Housing Affordability and Economic Equity Analysis
 - a. Document how this proposal aligns with the Affordable Housing Needs Assessment, dated January, 2015. Outline specific targets within this proposal which will meet the tasks identified in the Analysis. To review the Analysis visit this page <http://www.ewashtenaw.org/government/departments/community-and-economic-development/housing-and-community-infrastructure/affordable-housing>
 3. Tasks
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- iii. Metrics: Additional affordable supply on an annual basis as noted above.
- b. Grow demand by working and college-educated households to live and reinvest in Ypsilanti.
 - i. Goals
 - 1. Annual: City= 69; Township 140
 - 2. By 2035: City= 1,383; Township = 2,795
 - ii. Objective: Regional equity and fair share balance (skills, education, and housing) to help ensure the county is creating an environment that is best prepared for economic growth.
 - iii. Metrics:
 - 1. Housing values that rise at rates > the regional average
 - 2. Poverty rates that are falling towards a target rate of < the regional average

H. Cooperative Check-off List: Construction & Quality Of Life

Quality of Life: (30 points maximum), please check all that apply:

- Hard-wired alarm system in every unit (2 pt.)
- Internet access provided for each unit (3 pts)
- OR Internet access in Community Center (2 pt.)
- Individual porch or balcony for each unit (3 pt.)
- ESL or literacy programs offered on site (2 pt.)
- Employment training or job preparedness offered on site (2 pt.)
- Financial literacy or budget counseling offered on site (2 pt.)
- After school programming (3 pts)
- Resident council with input on the operations of the property (3 pts)
- Community Garden on site (2 pts)
- Other _____ (2 pt. each)

VII. SAMPLE BUDGETS (OPTIONAL FORMAT)

A. Development Budget (Rental or Homeownership Projects)

Sample Project Development Budget – A more detailed budget required if funded			
Hard Costs		Total	Per Unit
Acquisition		\$	x
Demolition		\$	x
Site Work		\$	x
Construction (details in scope of work)		\$	x
Construction Contingency (percent)	%	\$	x
Total hard costs		\$0	\$0
Soft Costs		Total	Per Unit
Architectural/Engineering		\$	x
Environmental/Appraisal/Survey		\$	x
Taxes		\$	x
Market Study		\$	x
Legal		\$	x
Transition Insurance, Utilities, other		\$	x
Relocation		\$	x
Financing Charges		\$	x
Developer Fee (percent)	%	\$	x
[NAME type] Reserves		\$	x
Other:		\$	x
Soft Cost Contingency (percent)	%	\$	x
Total soft cost		\$0	\$0
Total project cost		\$0	\$0
Revenue Sources (indicate terms & whether secure)		Total	Per Unit
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Revenue		\$0	\$0

B. Sample Operating Proforma (Rental Projects Only)

Operating Proforma																
Project Name:																
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Operating Income																
Gross rents		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
less: vacancies		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other income		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gross Income		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Expenses																
Management fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Contracted Services		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Legal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Insurance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Maintenance staffing		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Maintenance/Repair		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Utilities - electric		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Utilities - heating		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Utilities - water/sewer		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Property Insurance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Property taxes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Replacement Reserves		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Reserves		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Operating Expenses		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Net Operating Income		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Debt Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Debt Service Ratio																
Cash Flow		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent annual increase																
Rent		0		0	0	0	0	0	0	0	0	0	0	0	0	0

VIII. SAMPLE STANDARD PROVISIONS FOR SUBAWARD AGREEMENTS

CR _____

COUNTY OF WASHTENAW, MICHIGAN

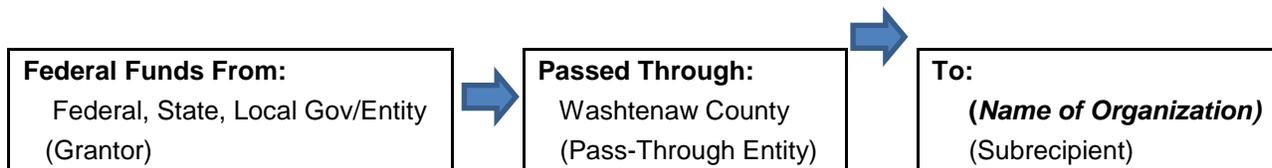
Agreement for Subaward of Federal Financial Assistance

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this _____ day of _____, 2015, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, **(Name of Subrecipient organization)** located at **(Address)** (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the **(Name of Program for which federal monies awarded to the County are being awarded to the Subrecipient)** as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward Agreement



ARTICLE I – REQUIRED DATA ELEMENTS

(As detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance.)

Subrecipient Name (must match registered name in DUNS)	
Subrecipient DUNS Number	
Federal Award Identification Number (FAIN)	
Federal Award Date (the date when the federal award is signed by the	

authorized official of the federal awarding agency)	
Subaward Period of Performance (start and end date)	
Amount of Federal Funds Obligated by this Agreement	
Total Amount of Federal Funds Obligated to the Subrecipient	
Total Amount of the Federal Award	
Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	
Name of Federal Awarding Agency	
Name of County (Pass-Through Entity)	
Name and Contact Information for Awarding Official	
CFDA Number and Name	
Is this Subaward for Research and Development? (answer Yes or No)	
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE II - SCOPE OF SERVICES

The Subrecipient will (***SPELL OUT SCOPE OF SERVICE***)

ARTICLE III - PAYMENT AND CASH MANAGEMENT

If the County is paid in advance by the federal awarding agency under the above named federal assistance award, the Subrecipient may also be paid in advance if it meets the requirements in Section 1 below.

Section 1 - Cash Advances. The Subrecipient may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both:

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,
2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the terms of this agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient.

Section 2 - Reimbursement. If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the County. This may be done on a monthly or quarterly basis. The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports. The County shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

ARTICLE IV - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to **(DEPARTMENT HEAD TITLE)** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The Subrecipient shall submit financial reports **(MONTHLY, QUARTERLY)** to **(FISCAL STAFF PERSON OR DIVISION)**. The Subrecipient shall submit programmatic reports **(MONTHLY, QUARTERLY)** to **(PROGRAMMATIC STAFF PERSON OR DIVISION)**.

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

Section 4 - The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of three years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request.

Section 6 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 7 - The County may review and inspect the Subrecipient's activities during the term of this agreement.

Section 8 - When applicable, the Subrecipient will submit a final, written report to the County Administrator.

Section 9 - After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.

Section 10 - The Subrecipient shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement.

Section 11 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

Section 12 - The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE V - TERM

This agreement begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR, with an option to extend an additional _____ year(s))**. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.

Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U.S. Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt 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 federal funds awarded under this agreement.

Section 4 – The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Section 5 - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement:

1. Standard Assurances
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

3. Audit Certification

ARTICLE VII – SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

1. Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, and assurances.
2. Failure to comply with the requirements or statutory objectives of federal or state law.
3. Failure to follow agreement requirements or special conditions.
4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
5. Failure to submit required reports.
6. Filing of a false certification on the application or other report or document.
7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement.

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

ARTICLE VIII- PERSONNEL

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

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

Section 3 - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient. For purposes of this agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE IX-INDEPENDENT SUBRECIPIENT

SUBRECIPIENT and the County shall, at all times, be deemed to be independent SUBRECIPIENTS and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. SUBRECIPIENT shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, SUBRECIPIENT retains the sole right and obligation to

direct, control or supervise the details and means by which the services under this contract are provided.

SUBRECIPIENT shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. SUBRECIPIENT shall be solely responsible for payment of all taxes arising out of the SUBRECIPIENT's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the SUBRECIPIENT.

ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the 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 Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the 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 agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any SUBRECIPIENT of the Subrecipient, or any employee, agent or representative of the Subrecipient or any SUBRECIPIENT of the Subrecipient.

ARTICLE XI- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, 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 agreement.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual 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 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 The County. Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the 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 Subrecipient 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 Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County c/o: **INSERT DEPARTMENT & CR#** _____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

The Subrecipient 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.

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also promises that, in the performance of this agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this agreement 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 XIV - CONTINGENT FEES

The Subrecipient promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach of this promise, the County may cancel this agreement 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 Subrecipient.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient, 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 agreement with the County to pay their employees under that agreement, a minimum of either \$12.00 per hour with benefits or \$14.07 per hour without benefits. Agreementor agrees to comply with this Ordinance in paying its employees. The Subrecipient 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, 2016 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient 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 - ASSIGNS AND SUCCESSORS

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

ARTICLE XVIII - TERMINATION OF AGREEMENT

Termination without cause. Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the County any funds not authorized for use, and the County shall have no further obligation to reimburse the Subrecipient. Upon termination of the agreement, the Subrecipient shall submit documentation, in a format specified by the County, to formally end its participation in the agreement.

ARTICLE XIX - EQUAL ACCESS

The Subrecipient shall provide the services set forth in the Scope of Service section of this agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this agreement will be freely available to the public. None may be copyrighted by the Subrecipient. During the performance of the services, the Subrecipient 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 agreement by the Subrecipient must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XXI - PAYROLL TAXES

The Subrecipient is responsible for all applicable state and federal social security benefits and unemployment taxes for its employees 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 OR SERVICES

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

Unilateral modification of the agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this agreement by giving (thirty) 30 days written notice to the County.

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of address or personnel affecting this agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

ARTICLE XXIV - CHOICE OF LAW AND FORUM

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

The County and the Subrecipient agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation. This is not to be construed as a waiver of governmental immunity for either party.

ARTICLE XXV - EXTENT OF AGREEMENT

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

ARTICLE XXVI – PRIVACY / THIRD PARTIES

This agreement is solely between the County and Subrecipient. No other parties are part of this agreement. This agreement is not intended to make any person or entity, not a party to this agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

ARTICLE XXVII - SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

ARTICLE XXVIII - NOTICES

Communication notices for this agreement may be delivered via electronic mail, U.S. mail, hand delivery, or fax.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the organization he or she represents. By signing this agreement, the County and the Subrecipient agree to comply with all of the requirements specified in this agreement.

ATTESTED TO:

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY (Pass-Through Entity)

By: _____
Verna J. McDaniel
County Administrator

APPROVED AS TO CONTENT:

NAME OF ORGANIZATION (Subrecipient)

By: _____
(*Department Head*) (DATE)

BY: _____
(*Authorized Signor*) (DATE)

APPROVED AS TO FORM:

By: _____

STANDARD ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.
18. Will comply with all applicable requirements of all other Federal laws, executive orders regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Signature of Subrecipient's Authorized Representative

Name of Subrecipient Organization

Title of Subrecipient's Authorized Representative

Date Submitted

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Washtenaw County determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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;

(b) 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 undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification 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 subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 –

A. The applicant certifies 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 agency, 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: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant;

(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).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I 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, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Subrecipient Organization

Printed Name and Title of Subrecipient's Authorized Representative

Signature of Subrecipient's Authorized Representative

Date

Subrecipient Audit Certification

Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend \$750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the \$750,000 federal expenditure threshold.

Program: _____ CFDA Number: _____

Subrecipient Information:

Organization Name: _____

Street Address: _____

City, State, Zip Code: _____

Independent Audit Firm: _____

Certification for Fiscal Year Ending (mm/dd/yyyy): _____

(Check appropriate box):

I certify that the Subrecipient shown above **does not expect** to expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.

I certify that the Subrecipient shown above **expects it will** expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

Signature of Subrecipient's Authorized Representative

Date

For Washtenaw County Use Only

Reviewed By: _____

Date: _____

APPENDIX A: INCOME LIMITS, RENT & SALE REQUIREMENTS

HUD determines the annual Area Median Income (AMI), which is used to determine the income eligibility of renters or owners. Following is a 2015 chart indicating the % of AMI for various family sizes.								
Household Size	1	2	3	4	5	6	7	8
120% Median	\$73,400	\$84,000	\$94,400	\$104,800	\$113,200	\$121,600	\$130,000	\$138,400
Median income	\$61,200	\$70,000	\$78,700	\$87,400	\$94,400	\$101,400	\$108,400	\$115,400
*Low income (80% / 75%)	\$52,020	\$59,500	\$66,895	\$74,290	\$80,240	\$86,190	\$92,140	\$98,090
Low income (60%)	\$44,750	\$51,150	\$57,550	\$63,900	\$69,050	\$74,150	\$79,250	\$84,350
Very low income (50%)	\$36,700	\$42,000	\$47,200	\$52,400	\$56,600	\$60,800	\$65,000	\$69,200
Extremely low income (30%)	\$30,600	\$35,000	\$39,350	\$43,700	\$47,200	\$50,700	\$54,200	\$57,700
*Note: the 80% median income level may not exceed the U.S. median income level; consequently it is actually 75% of median. Effective 1.1.2014. Data Location: http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/index.cfm								

Rental Projects:

- The 2015 HOME Income Limits for Washtenaw County are listed below.
- The 2015 high and low HOME rent levels are listed below. Rents can be lower than the low rent level but not higher than the high rent level.
- Group Homes use the Fair Market Rent (FMR) for the # of bedrooms in the home and tenants pay no more than the pro rata share of monthly rent.
- FMR is calculated by HUD as the rental rate in the 40th percentile for units rented in past 15 months not including public housing and units less than 2 years old
- Rents include utilities (water, sewer, electricity, heat).

HOME Rents	Studio	Efficiency	1 Bedroom	2 Bedroom	3 bedroom	4 bedroom
High	\$506	\$675	\$813	\$964	\$1,318	\$1,688
Low	\$506	\$675	\$813	\$964	\$1,136	\$1,267
FMR	\$500	\$675	\$813	\$964	\$1,318	\$1,707

Ownership Projects:

The Maximum monthly housing costs should not exceed 30% of the household income and includes a utility allowance, mortgage payment, taxes, insurance and condominium fees, if applicable.

2015 HOME Program Income Limits (Washtenaw County)								
Household Size	1	2	3	4	5	6	7	8
120% Median	\$1,773	\$2,025	\$2,277	\$2,529	\$2,733	\$2,934	\$3,138	\$3,339
Median income	\$1,478	\$1,688	\$1,898	\$2,108	\$2,278	\$2,445	\$2,615	\$2,783
<i>85% AMI (Covenant Units Only)</i>	\$1,153	\$1,316	\$1,481	\$1,645	\$1,778	\$1,909	\$2,040	\$2,173
Low income (80% / 78%)	\$887	\$1,013	\$1,139	\$1,265	\$1,367	\$1,467	\$1,569	\$1,670
Low income (60%)	\$739	\$844	\$949	\$1,054	\$1,139	\$1,223	\$1,308	\$1,391
Very low income (50%)	\$444	\$506	\$570	\$633	\$684	\$734	\$785	\$835
Extremely low income (30%)	\$1,773	\$2,025	\$2,277	\$2,529	\$2,733	\$2,934	\$3,138	\$3,339
<i>Effective 6.1.15 for all HOME programs. Note: the 80% median income level may not exceed the U.S. median income level, consequently our median income it is actually 78% of median. Data Location: https://onecpd.info/resource-library/home-income-limits/</i>								

APPENDIX B: AFFORDABILITY RECAPTURE PROVISIONS

HOMEOWNERSHIP PROGRAMS

Housing provides direct subsidy through HOME funds which have a recapture formula and/or a resale formula to ensure that the unit(s) remain affordable for a designated period of time.

Special Cases (Covenant Properties)

In some cases, a resale formula will be used for high cost neighborhoods in the City of Ann Arbor and for units that are required to be permanently affordable through a development agreement. If a unit has an existing permanent resale formula through a Covenant, then a buyer who is also approved for down payment assistance, will have a 20-year lien for the down payment assistance, however, the equity sharing formula will not apply because the unit already has a resale restriction. The recipient will only be required to pay back the principal, from net proceeds of the sale, if the recipient sells the unit within the 20-year term.

- a) **LIEN TERMS:** A 20-year 0% interest, deferred lien shall be placed on the property in the amount that the homeowner borrowed ("Direct Subsidy Amount"). If the OWNER sells or transfers Property or an interest therein or discontinues use of Property as a primary residence on or before the 20 year term, the Subsidy Amount shall be repaid according to the following:
- i) County (as the fiduciary for the City) Appreciation Percentage. The County Appreciation Percentage shall be determined by taking the Direct Subsidy Amount and dividing it by the After Rehab Value. The County Appreciation Percentage shall then be multiplied times the total amount of Appreciation; and
 - ii) Appreciation. Appreciation of Property shall be the difference between the Owner's original After Rehab Value and the appraised value at the time Owner sells, transfers, or discontinues using Property as a primary residence. Owner expenses such as after acquired liens, equity liens, or other encumbrances shall not be considered in computing appreciation; and
 - iii) County Repayment Amount. The County Appreciation Percentage shall be multiplied times the Appreciation to determine the amount that must be repaid to County ("County Repayment Amount"). In the event that the County Repayment Amount is equal to or greater than the County lien, then that amount shall be repaid to the County. In the event that the County Repayment Amount is less than the lien, then the Owner shall be responsible for the balance of the Subsidy Amount at the time of closing. In the event that the total amount available to the Owner at the time of closing after paying the first mortgage, closing costs, realtor commissions, and recovering the initial owner cash investment is less than the Direct Subsidy Amount, then that amount shall be paid to County and Owner shall be relieved of any further obligation under the terms of this Lien Agreement.
 - iv) Forgiveness of Direct Subsidy Amount. In the event Owner retains and resides in the Property continuously for a period of twenty (20) years, all obligations to repay the Subsidy Amount shall be forgiven and this Lien shall be discharged.

Recapture Formula:

Initial Appraised After Rehab Value (IARV)	\$90,000
Initial Purchase Price (IPP)	\$75,000
County Direct Subsidy (\$15K DPA & \$20K Rehab)	\$35,000
County Direct Subsidy as percent of IARV	39%

Scenario A) Sold 10 years later with significant increase in value

Appraised Value (AV)	\$200,000
Increase in Appraised Value (-AV - IARV)	\$110,000

39% of Increase in Value \$42,900

- **\$42,900 is greater than \$35,000, so the homeowner repays \$42,900**

Scenario B) Sold 10 years later with moderate increase in value

Appraised Value (AV)		\$150,000
Increase in Appraised Value	(-AV - IARV)	\$60,000
39% of Increase in Value		\$23,400
Net proceeds		\$80,000

- **\$23,400 is less than \$35,000 and the net proceeds are greater than \$35,000, so the homeowner repays \$35,000.**

Scenario C) Sold 10 years later with decrease in value

Appraised Value/Sales Price	\$85,000
Owner Private Mortgage Lien repayment	-\$60,000
Owner initial cash investment	-\$1,000
Closing Costs and Realtor	-\$6,000
Balance	\$19,000

- **\$19,000 is repaid instead of \$35,000**

RENTAL PROGRAMS

- a. **A Minimum of a 30-year lien will be placed on all rental housing projects.** The lien will be equal to the amount of assistance provided to the buyer (acquisition and rehabilitation). At the time of sale or transfer of the property or discontinuation as a rental property, the lien must be repaid in full or based on a formula, whichever is approved by the Office of Community and Economic Development. The formula is based on a shared increase in the appraised value at the time of sale or transfer. At the time of initial purchase, the percent of subsidy funds as a percent of the appraised value will be calculated. At the time of sale or transfer, the same percent of increase in the appraised value between the initial purchase and the new appraised value will be repaid to Washtenaw County. The greater of this formula and the actual lien amount will be repaid out of net sales proceeds (after paying all liens, closing costs, realtor fees and deducting the initial owner cash investment).
- b. **Appraisal-Based Formula:** The Washtenaw Urban County plans to utilize resale provisions to preserve the long-term affordability of assisted homeownership units for particular types of projects, which will generally occur in the higher housing cost areas of the Urban County. The resale formula will maintain affordability and provide a fair return to the seller. In practice, the formula will operate as follows:
 - a. An independent appraisal of the building is conducted at the time of the initial purchase or investment;
 - b. An independent appraisal is conducted of the building at the time the owner wishes to sell the unit;
 - c. The difference between the new and the old appraisal determines the increase in appraised value;
 - d. The seller retains 25% of the increase in the appraised value (see sample below);
 - e. An initial sales price (for new construction) or an initial resale price is determined based on the market conditions to determine what is affordable to the target income household.
 - f. Please note that the appraised value and the initial sales price (based on the subsidy required) are determined by two different processes and are not necessarily the same.
 - g. The local municipality secures permanent affordability through a deed restriction. Every time the property is transferred or sold, the municipality must ensure that the new buyer is income qualified and the sales price is affordable, and the seller receives their fair return. There are 3 benefits:
 - The owner has an affordable monthly housing cost because the County subsidizes the property to an affordable rate.
 - The Municipality's assessor is allowed under state law, to assess the property based on the restricted sales price, rather than the market value. The result is taxes are significantly decreased for the low-income owner.
 - The unit is permanently affordable.
- c. **Fair Return to Seller-** The Office of Community and Economic Development used historical sales activity and historical HUD income trends to determine that a 25% share in the equity was appropriate for this market and provided a fair return to the seller by looking at the average residential sale prices, specific addresses, taxes, utilities,

turnover costs, condominium fees, Land Trust fees, interest rates, inflation, varying degrees of equity-sharing, income targeting, Private Mortgage Insurance, and sale price of assisted units. It was determined that 25% was the minimum equity-sharing for sellers that would provide a fair return on their investment, while still protecting the affordability of the units.

- d. **Future Affordability-** As units are sold; there will be a gap between the appropriate sales price based on the target household size and income, and the sales price based on the seller receiving 25% of the appreciated value in the home. When that gap is positive, the additional funds will be used to close the gap when the gap is negative. The Urban County has a homeownership program that helps pay for closing costs and down payment assistance. This program will also be utilized to close the gap if the unit is unaffordable to the future home buyer.

Sample Appraisal-Based Resale Formula	
Initial Total Development Costs	\$140,000
Initial purchase price	\$100,000
Initial County Subsidy	$\$140,000 - \$100,000 = \$40,000$ subsidy
Initial appraisal	\$150,000
Resale appraisal at next sale	\$200,000
Increase in appraised value	$\$200,000 - \$150,000 = \$50,000$ increase
Resale price increase	$\$50,000 \times 25\% = \$12,500$
Resale price	$\$100,000$ (initial) + $\$12,500 =$ \$112,500

APPENDIX C: LEGAL STATUS OF BIDDER

Washtenaw County
Procurement Department
PO Box 8645
Ann Arbor, Michigan 48107-8645

Ladies and Gentlemen:

The undersigned declares that this Proposal is made in good faith, without fraud or collusion with any person or persons submitting a proposal on the same Contract; that the undersigned has carefully read and examined the "Request for Proposal" documents, including Information and Instructions, information required, all Addenda (if any), and understands them. Further, the undersigned declares that it has extensive experience in successfully providing the services required under the specifications of this Request for Proposal.

The undersigned acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from Washtenaw County, its agents or employees, and that this Proposal is based solely upon the undersigned's own independent business judgment.

If the County accepts this Proposal and the undersigned fails to contract and furnish the insurance documentation by October 1, 2015 then the undersigned shall be considered to have abandoned the Contract.

In submitting this Proposal, it is understood that the right is reserved by the County to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make the award in any manner the County believes to be in its best interest.

COMPANY NAME:

STREET/P. O. BOX:

CITY, STATE, AND ZIP CODE:

DATE:

TELEPHONE:

FAX:

TAX IDENTIFICATION:

AUTHORIZED SIGNATURE:

PRINTED NAME OF SIGNER:

TITLE OF SIGNER:

EMAIL OF SIGNER:

* NOTE: If the BIDDER is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officer or agents. If BIDDER is a partnership, the true name of the firm shall be set forth with the signature of the partners authorized to sign contracts on behalf of the partnership. If BIDDER is an individual, his signature shall be placed above.

*NOTE: Interested Organizations may establish a partnership of more than one Organization to provide the services identified in the Scope of Services.

APPENDIX D: AUTHORIZATION FOR RELEASE OF CREDIT INFORMATION

Authorization for Release of Credit Information

I hereby authorize the Washtenaw County to verify and further investigate any of the information hereby provided. I understand and agree that the County may conduct credit checks and review with federal, state and local public sources to obtain such verification, and to obtain further information and that any of the sources named herein may be contacted in order to obtain verification and further information. I certify that all information provided is true, correct and complete to the best of my knowledge.

Signature

Date

Name

Title

Company/Agency Name

Address

Social Security Number or Tax ID#

DUNS ID#

APPENDIX G: ENVIRONMENTAL CHECKLIST FOR PROPOSED PROJECT (RENTAL)

Project Name: _____

Project Address: _____

Environmental Review Questions

	Yes	No
(1) Is the property located in a 100 year flood plain?	<input type="checkbox"/>	<input type="checkbox"/>
(2) Is the property within 3,000 feet of a railroad?	<input type="checkbox"/>	<input type="checkbox"/>
(3) Is the property within 1,000 feet of a highway or other major road?	<input type="checkbox"/>	<input type="checkbox"/>
(4) Is the property more than 50 years old?	<input type="checkbox"/>	<input type="checkbox"/>
(5) Do any man-made hazards exist (e.g. underground tanks, above ground hazards, asbestos, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>

APPENDIX H: COUNTY AFFIRMATIVE MARKETING PLAN

The Washtenaw Urban County is committed to non-discrimination and equal opportunity in housing. As the administrator of HOME funds for the Urban County Executive Committee, Washtenaw County will follow and enforce an affirmative marketing policy. This policy will identify actions to provide information and attract eligible persons to available housing without regard to race, color, religion, sex, national origin, age, disability, or familial status.

In accordance with federal regulations (24 CFR 92.351), Washtenaw County has established these procedures to affirmatively market units assisted with federal funds and local match funds. These procedures are intended to further the objectives of Title VII of the Civil Rights Act of 1968 and Executive Order 11063 and the Fair Housing Amendments Act of 1988. The Urban County's commitment to the affirmative marketing policy will be implemented for rental and homebuyer projects containing five (5) or more HOME housing units. These goals will be carried out by a set of steps to be followed by the County and participating nonprofit housing providers.

Methods of Informing HOME assisted Owner/Developers, Tenants, & Public

- The County will inform applicants for HOME funds that compliance with an affirmative marketing policy will be a condition of funding approval for their project.
- The County will require that owner/developers of rental rehab projects and homebuyer projects (with 5 or more units) write and follow an affirmative marketing policy.
- The County will assist any owner/developer to perform an affirmative marketing analysis to determine which (if any) groups are underrepresented in an eligible HOME assisted project.
- The County will require that owners/developers inform potential tenants of housing availability by the use of local newspapers and minority publications, if available.
- The County will require that owners/developers document their efforts to solicit applications from persons not likely to apply without special outreach.
- The County will inform the general public about Federal Fair Housing laws and the County's Affirmative Marketing Policy.
- The County will use the Equal Housing Opportunity logo in all public notifications.
- The County will distribute this affirmative marketing policy to all housing owner/developers that apply for HOME funds.

Monitoring of Affirmative Marketing Compliance

- The County will conduct an annual review of marketing procedures for units completed during the HOME Program year.
- In the event of non-compliance, the County will issue to owner/developer a written warning stating specific corrective action to be taken. A follow-up review will be conducted six months after the annual review to determine if corrective action has been taken. A written assessment will report actions taken to achieve compliance.
- If, after a further six months, compliance is still not achieved, the owner/developer will be deemed in default and the County will take necessary actions as specified by the Affordability Agreement.

Marketing Requirements of HOME -assisted Owner/Developers

- During the affordability period determined for the project and stated in the affordability agreement, the owner/developer must contact the entities described in the Affirmative Marketing Plan to request tenant referrals.

- When vacancies exist, the owner/developer must advertise the availability of units in local newspapers and minority publications (if available), displaying the Equal Housing Opportunity logo.
- The owner/developer must submit their affirmative marketing plan to the Urban County for review.
- The owner/developer of any HOME -assisted project must include the following components in their affirmative marketing plan:
 - a) Special Outreach
 - i. The owner/developer must maintain an updated list of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies within the housing market area; and
 - ii. The owner/developer must make reasonable efforts to directly contact these local organizations (i.e., mail, phone, e-mail) to solicit applications for available housing units.
 - b) Recordkeeping Requirements
 - i. The owner/developer must maintain on file for at least two years a record of the dates of notifications to the community organizations and copies of newspaper advertisements showing the date of publication.
 - ii. The owner/developer must maintain for the duration of the affordability period stated in the project documents a record of tenants referred or considered for occupancy as a result of the owner/developer compliance with its marketing and outreach policy.

APPENDIX I: WASHTENAW COUNTY COMPANY SIGNATURE PAGE

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Office Telephone #	_____ Cell Phone #
_____ Federal Tax ID #	_____ Email Address for Purchase Orders

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. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.

APPENDIX J: LOCAL UNIT OF GOVERNMENT CERTIFICATION

This certification is required where indicated on checklists as part of submission. The certification is intended to ensure preliminary project support for an application as well as the suitability of the proposed use relative to local unit ordinances. If Bidders have any question on the appropriate local unit contact, please contact Lindsay Wallace at wallacel@ewashtenaw.org for guidance.

Proposed Project Information (To be completed by Bidder)

Bidder Information (Name, address, website, etc.)

Project Address (if known):

Parcel ID# (if known):

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Project Description (number, type of units, targeted population, etc.)

Certification (completed by Local Unit of Government)

For the purposes of project evaluation, the compliance of the proposed project will be a factor in evaluation of any proposal. **Note to Bidders:** any certification on this form is not intended as demonstration/compliance of any local ordinance, but it solely for the purpose of determining the potential viability of a proposed project by Washtenaw County. Any information provided here does not replace locally required permits, reviews, or other regulations.

Zoning Compliance

- The proposed project appears to meet community ordinance requirements.
- The proposed project does not appear to meet community ordinance (please describe finding):

Local Unit Support

- Community supports the evaluation of this proposed project by the Urban County.
- Community objects to the evaluation of this proposed project by the Urban County (please describe finding):

For: _____
(Jurisdiction Name)

Signature: _____ Date: _____

Print Name: _____

Title: _____

APPENDIX K: ENTERPRISE GREEN COMMUNITIES CRITERIA CHECKLIST

Please see email attachment in excel format.