

# REQUEST FOR PROPOSAL

#6766

## Washtenaw County Affordable Housing Needs and Targets Report

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  
[www.purchasing.ewashtenaw.org](http://www.purchasing.ewashtenaw.org)

### RFP #6766

February 20, 2014

Washtenaw County Purchasing Division on behalf of the Office of Community and Economic Development is issuing a sealed RFP #6766 for an Affordable Housing Needs and Targets Report for Washtenaw County.

**Sealed Proposals:** Vendor will deliver one (1) **unbound original** and three (3) **bound copies each with the pricing page in a separate sealed envelope marked "RFP #6766 Affordable Housing Needs and Targets Report – Price Proposal"** to the County location specified below. In addition, vendor will also deliver an 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 March 28, 2014 at 4 PM EST**

A **Pre Bid meeting** will be held on **March 6, 2014** from noon to 1pm at the Annex Bldg, 110 N. Fourth Ave, Ann Arbor, 48104,

**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 (s) must be clearly marked *including FedEx & UPS package labels* "**SEALED RFP#6766**"
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** to [perrya@ewashtenaw.org](mailto:perrya@ewashtenaw.org)
- Please direct technical questions regarding this RFP to Stephen Wade **via e-mail only** at [wades@ewashtenaw.org](mailto:wades@ewashtenaw.org) (all questions must be submitted by March 19, 2014)

Thank you for your interest.

## PROPOSAL INFORMATION

### I. PROPOSAL DEFINITIONS

---

#### Definitions

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

### II. PURPOSE OF PROPOSAL

---

The Washtenaw County Office of Community and Economic Development (OCED) is soliciting proposals for an Affordable Housing Needs and Targets Report for Washtenaw County. The final report will provide a clear, easy to understand assessment of the local housing market, identify current and future housing needs, and provide specific and implementable policy recommendations to advance affordable housing. The report is intended to provide a meaningful description of the housing market that offers decision makers, stakeholders and community members with a basis for formulating specific housing priorities and policies that are consistent with housing needs in the community.

Ultimately, this report will provide numerical targets, budget needs, and policy recommendations related to affordable housing in Washtenaw County, as well as individually for the communities that make up the county’s urban core, including: City of Ann Arbor, Downtown Ann Arbor, City of Ypsilanti, Pittsfield Township and Ypsilanti Township. Each of these geographies will have a short (approximately 2-pages) summary section, with more detailed information in a larger appendix. In order to be a reader-friendly as possible, this report should have a strong design/visual component for presenting data.

**Definition of Affordable Housing:** Affordable Housing will be defined as housing that costs no more than 30% of gross income for households at 80% or less of the local area median income (AMI). Further, this report will analyze affordable housing (no more than 30% of gross income) for households at 80%, 60%, 50% and 30% of the local AMI.

The Affordable Housing Needs Assessment completed for Washtenaw County in 2007 is available on the web at:

[http://www.ewashtenaw.org/government/departments/community-and-economic-development/housing-and-community-infrastructure/urban\\_county/plans\\_reports\\_data/frontpage](http://www.ewashtenaw.org/government/departments/community-and-economic-development/housing-and-community-infrastructure/urban_county/plans_reports_data/frontpage)

### III. PROJECT SCOPE

---

#### Area

The area to be covered in the report is Washtenaw County. Data collection, analysis and recommendations will be completed for the County as a whole, as well as individually for the following communities that make up the county's urban core: City of Ann Arbor, Downtown Ann Arbor, City of Ypsilanti, Pittsfield Township and Ypsilanti Township.

#### Data Collection

The following data collection will be completed for all of Washtenaw County, as well as for the City of Ann Arbor, Downtown Ann Arbor, City of Ypsilanti, Pittsfield Township and Ypsilanti Township:

1. **Demographic Data (current and projected):** population, age, employment, race/ethnicity, household income, household size, estimated size of homeless population
2. **Existing Housing Supply:** value, type, features, condition, homeownership trends, rental trends, foreclosure trends, homelessness
3. **Housing Demand:** current and projected trends, locations, type, value/rent, affordability needs
4. **Affordable Housing Resources:** funding, partnerships, affordable housing provided by private sector v. public sector
5. **Affordable Housing Supply/Availability:** locations, units per person, loss/gain of affordable units, senior housing, special needs housing
6. **Housing Cost Burden:** compare housing cost burden across income levels, locations
7. **Housing and Transportation Affordability:** affordable housing units relative to public transit options, Housing and Transportation Affordability Index (combined housing cost and transportation costs are less than 45% of household income to be considered affordable) by location. See the Center for Neighborhood Technology's model.
8. **Jobs and Housing:** compare sale/rental rates with local incomes/wages – is there a mismatch?
9. **Quality of Life:** metrics ranging from Environmental: Air quality, open space, greenhouse gas emissions; Economic: revitalization, development, employment training; Land Use: mixed use developments; Transportation: walkability, accessibility, transportation choices; Equity: mixed-income communities, affordability; Community Development: sense of place, safety, public health; Others

**10.2007 Affordable Housing Needs Assessment:** review past goals, analysis and recommendations

Analysis

The following analysis will be completed for all of Washtenaw County, as well as for the City of Ann Arbor, Downtown Ann Arbor, City of Ypsilanti, Pittsfield Township and Ypsilanti Township:

1. Do current housing levels meet our needs (quantity, type, amenities, location, affordability/price)
2. Will it meet future demands? (5 years, 10 years, 15 years)
3. How many affordable units are needed to meet current and future needs?
4. How many affordable units are needed at each income level, based on the number of jobs available at those income levels?
5. What types of affordable housing are needed in the short-term?
  - a. Budget – local funding needed
6. How do transportation costs impact housing affordability?
7. What are the barriers to affordable housing? How do we overcome them?
8. What types of households have the greatest need for affordable housing? (elderly, persons with disabilities, families with children, homeless, etc.)
9. Locations for residential development? (affordable v. market; mixed-income, mixed-use)

Community Engagement

Efforts must be made to reach out to and engage community residents during the development of this report. There are two elements to community engagement:

- General, periodic communication to – and feedback from – residents, elected officials, commissioners, and other interested parties, with targeted efforts across the urban jurisdictions
- Qualitative data input via focus groups/meeting from groups that traditionally have not been involved in the planning process including minorities, low income people, non English speakers, seniors, disabled, etc.

Policies and Targets

Provide 5-10 numerical targets with commensurate budget needs and 5 – 10 specific affordable housing policy recommendations for the county, as well as for each of the following communities: City of Ann Arbor, Downtown Ann Arbor, City of Ypsilanti, Pittsfield Township and Ypsilanti Township. Each of these geographies will have a short (approximately 2-pages) summary section that includes important data and numerical targets, with a strong visual design. Targets will be more fully developed based on data analysis, however, some examples of targets may be:

## Bid #6766 --- Washtenaw County Affordable Housing Needs and Targets Report

- The number of affordable units each jurisdiction should add or rehabilitate on an annual basis
- The number of affordable units each jurisdiction should add or rehabilitate per income level, based on the number of jobs available or projected for that income level
- Identification of specific areas where affordable housing is most needed, based on a comparison of existing units near job centers and transit options
- Zero net loss of committed affordable housing

The policy recommendations are intended to provide a realistic basis for implementing the numerical targets. The policy recommendations may come from best practices, should be specific to the different housing type/location targets and include budget needs. An inventory of such practices and policies should be provided with the final report.

### Work Product

The final product will include both a final report, brief jurisdiction based summaries with targets and recommendations, and a simple, user friendly webpage that has a visually appealing “door” through the County’s webpage. The final report will be delivered to OCED in editable (original format), in PDF format and in hard copy consisting of 50 bound copies and two unbound copies. The final report will include an executive summary, a 2 page summary for each jurisdiction (consisting mainly of images, graphs and important bullet points). An electronic copy of the presentation materials will also be provided.

## **IV. PROCESS AND TIMELINE**

---

The Washtenaw County Affordable Housing Report will be overseen by the Washtenaw County Office of Community and Economic Development (OCED). The primary contact is:

Stephen Wade, MUP  
Management Analyst  
Washtenaw County Office of Community and Economic Development  
110 N. Fourth Avenue, Suite 300  
Ann Arbor, MI 48107-8645  
Phone: (734) 222-9598  
Email: [wades@ewashtenaw.org](mailto:wades@ewashtenaw.org)

### Timeline

- OCED publishes RFP – February 20, 2014

## Bid #6766 --- Washtenaw County Affordable Housing Needs and Targets Report

- Pre-bid meeting – March 6, 2014
- RFP Questions Submitted No Later Than – March 19, 2014
- RFP Responses Due – March 28, 2014
- If necessary, presentation by top two applicants – April 16, 2014
- Selection of Consultant - April 25, 2014
- Execution of Contract for Service – May 1, 2014
- Initial Meeting - May 14, 2014
- Submit and Present 1<sup>st</sup> Draft for Review – October 24, 2014
- Final Presentation of Material - December 19, 2014

These Dates are tentative and subject to change.

### V. SCORING CRITERIA

---

1. 35 points – Qualification of Consultant
  - a. Experience completing this type of housing report / needs analysis with numerical targets and policy prescriptions
  - b. Experience working on multi-jurisdictional project
  - c. Experience creating design/visual based reports
2. 55 points – Proposed Study Methodology and Work Plan
  - a. Sources of data
  - b. Community engagement
  - c. Understanding goals and purpose of study
  - d. Adherence to timeline
3. 10 points – Cost of Services

Scoring is subject to change at the discretion of Washtenaw County.

### VI. VENDOR SPECIFICATIONS

---

The proposal shall include **all** of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

- A. Narrative Response to the RFP, including scope of services to be provided.  
(Attach as Addendum A)
- B. State the bidder's qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, experience and list of related professional experience.  
(Attach as Addendum B)

Bid #6766 --- Washtenaw County Affordable Housing Needs and Targets Report

- C. Summary of key personnel to be assigned to this project, including experience, qualifications and the responsibilities related to this report.  
(Attach as Addendum C)
- D. Written samples of projects of similar type and scale.  
(Attach as Addendum D)
- E. List three (3) references from previous corporate or government customers purchasing similar services. Include business name, contact name and phone number.  
(Attach as Addendum E)
- F. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.  
(Attach as Addendum F)
- G. Proposed timeline for report process  
(Attach as Addendum G)
- H. Cost proposal  
(Include a completed "Price Sheet" in a separate sealed envelope marked "RFP No. #6766 Affordable Housing Needs and Targets Report – Price Proposal" and attach to submission)

**VII. AWARD**

---

Contract award will be based on the most advantageous combination of technical and price proposals. The proposals receiving the best evaluation will then be evaluated for price considerations. OCED reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals including, but not limited to, any proposal which does not meet the bonding requirements, or proposals which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, descriptions or scope of services, or proposals from firms who lack experience or financial responsibility, or proposals which are not made to form. OCED reserves the right not to award contracts to the lowest and most responsive bidder, and may require new proposals.

**VIII. TERMS**

---

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

B. 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

## Bid #6766 --- Washtenaw County Affordable Housing Needs and Targets Report

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.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. 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.

E. Proposals should be prepared simply and economically providing a straightforward, concise description of the CONTRACTOR'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. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor 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 Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of   1   year.

H. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. 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.

J. 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.

**IX. SAMPLE STANDARD PROVISIONS FOR CONTRACTS**

*If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:*

**SERVICE CONTRACT - FEDERAL FUNDED CR\_\_\_\_\_**

AGREEMENT is made this XX day of XX, 201X, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 (“County”) and (XXX) located at (XXX) (“Contractor”).

Federal Awarding Agency	Department of Housing and Urban Development (HUD)
Federal / State Contract Number	CCPMI0057-11
Federal Program Title	HUD Community Challenge Planning Grant
CFDA Number	14.704
Federal Funding %	100%

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

**ARTICLE I - SCOPE OF SERVICES**

WHEREAS, this Contract is a component to the Washtenaw County HUD Office of Sustainable Community Challenge Cooperative Agreement; and

WHEREAS,

WHEREAS, this work will be conducted consistent with all applicable program guidelines, including:

- FY 2011 HUD Office of Sustainable Housing and Communities Community Challenge Planning Grant Notice of Funding Availability (FR-5500-N-33).
- HUD Office of Sustainable Housing and Communities Program Policy Guidance.
- OMB Circulars A-187, A-133 and A-102, which is incorporated into 24 CFR Part 85.
- Approved HUD Logic Model
- All other HUD Community Challenge Planning Grant Terms and Conditions.
- Some Terms and Condition excerpts are summarized here as they may be particularly applicable to this Contract:
  - HUD’s Office of Sustainable Housing and Communities Substantial Involvement which includes, but is not limited to:
    - Review of potential amendment recommendations to the study/process design and/or workplan
    - Review and recommendations in response to semi-annual progress reports (e.g. amendments to the study/process and/or work plan based on preliminary results)

## Bid #6766 --- Washtenaw County Affordable Housing Needs and Targets Report

- Review and provide recommendations on the final report/study, including final interpretation of results.
- Review and approval of one stage of work before another can begin.
- Monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with other projects.
- Implementing HUD requirements which limit recipient discretion.
- HUD and Washtenaw County reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others use the copyright in any work developed under this contract.
- These Federal Funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant at a rate more than the equivalent General Schedule 15, Step 10 Base Pay Rate.
- Interim and final reports may not be published for a period of sixty days after acceptance of the deliverables by HUD and shall include prescribed disclaimer and acknowledgement.
- Social media releases must be coordinated with HUD.

WHEREAS, the CONTRACTOR agrees to adhere to the Office of Community and Economic Development Housing Program Guidelines for the Washtenaw Urban County for all transactions as specified by this Agreement; and

WHEREAS, the CONTRACTOR agrees that recapture/ repayment terms of the loan shall be made in accordance with the recapture formula attached as defined in the CCPG Program Guidelines.

### ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed XXX.

### ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to ***the Director of the Office of Community and Economic Development or designee*** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

### ARTICLE IV - TERM

This contract begins on November 1, 2013 and ends on December 31, 2014, *with an option to extend an additional three months*. Invoices for these acquisitions need to be received by

## Bid #6766 --- Washtenaw County Affordable Housing Needs and Targets Report

Washtenaw County OCED before December 31, 2014. Any funds not invoiced by this date can be allocated by Washtenaw County OCED to another contractor. “

### ARTICLE V - PERSONNEL

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

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

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

### ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

### ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

## Bid #6766 --- Washtenaw County Affordable Housing Needs and Targets Report

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

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

### ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

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

### ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

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

### ARTICLE X - CONTINGENT FEES

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

### ARTICLE XI – DEBARMENT AND SUSPENSION

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

## Bid #6766 --- Washtenaw County Affordable Housing Needs and Targets Report

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

### ARTICLE XII – LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities," in accordance with its instructions;
3. This language shall be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### ARTICLE XIII - DRUG-FREE WORKPLACE

#### Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to provide a drug-free workplace by:
  - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b) Establishing an on-going drug-free awareness program to inform employees about—
    - 1) The dangers of drug abuse in the workplace;
    - 2) The grantee's policy of maintaining a drug-free workplace;

## Bid #6766 --- Washtenaw County Affordable Housing Needs and Targets Report

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

### Grantees Who Are Individuals

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

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

### ARTICLE XIV - FEDERAL PROCUREMENT STANDARDS

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

### ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

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

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will

## Bid #6766 --- Washtenaw County Affordable Housing Needs and Targets Report

include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

### ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$11.64 per hour with benefits or \$ 13.65 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2014 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

### ARTICLE XVII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

### ARTICLE XVIII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

### ARTICLE XIX - ASSIGNS AND SUCCESSORS

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

### ARTICLE XX - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

### ARTICLE XXI - PAYROLL TAXES

Bid #6766 --- Washtenaw County Affordable Housing Needs and Targets Report

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XXII- PRACTICE AND ETHICS

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

ARTICLE XXIII- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XXIV - CHOICE OF LAW AND FORUM

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

ARTICLE XXV - EXTENT OF CONTRACT

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

ATTESTED TO:

WASHTENAW COUNTY

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

\_\_\_\_\_  
Verna J. McDaniel (DATE)  
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: \_\_\_\_\_  
MaryJo Callan  
**Office of Community and Economic Development**(DATE)

\_\_\_\_\_  
(DATE)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Curtis N. Hedger (DATE)  
Office of Corporation Counsel

**PRICE SHEET**

*This sheet should be completed and submitted in a separate sealed envelope marked "RFP No. #6766 Affordable Housing Report – Price Proposal" and attach to submission.*

---

**Company Name:**

---

Address:

---

City, State, Zip Code:

---

Telephone Number:

---

Federal Tax ID:

---

<b>Activity</b>	<b>Price</b>
Compilation, Review, Analysis of Data	\$
Analysis	\$
Community Engagement	\$
Jurisdictional summaries	\$
Targets, Policies and Budget Recommendations	\$
Final Product (hard copies, presentation, website)	\$
<b>TOTAL BID PRICE</b>	<b>\$</b>
Hourly Rate for Work Beyond the Scope of Services	\$

I have read the request for proposals and to the best of my knowledge and belief, all information is true, the project scope and all other terms and conditions have been carefully examined and are understood, and all work required under this RFP can be completed within the above price proposal.

---

**Authorized Signature:**

---

Printed Name:

---

Date:

---

**SIGNATURE PAGE**

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Telephone #	_____ Fax #
_____ 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 and returned as part of vendor proposal.

By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.