



REQUEST FOR PROPOSALS

DATE OF ISSUE: September 30, 2020

TO: Potential Providers of Services

RE: **Request for Proposals (“RFP”) for Family Self-Sufficiency Services for SELECT COUNTIES ONLY - Shiawassee, Genesee, and Lapeer**

Quick Reference

	Date	Time
Proposal deadline:	October 7, 2020	4 PM Eastern (Detroit, MI)
Anticipated contract begin date:	January 1, 2021	

I. Services Sought by Authority

SELECT COUNTIES ONLY - Shiawassee, Genesee, and Lapeer

The Michigan State Housing Development Authority Rental Assistance and Homeless Solutions Division (“Authority”) is seeking independent contractors to provide case management and wrap-around services to current and incoming Family Self-Sufficiency (FSS) participants. The contract will be for a period of two years with three possible one-year extensions.

Bidders must identify in their proposals what county or counties they are interested in serving. A minimum caseload of 25 FSS slots is required for each independent contractor.

II. Contents of this RFP

RFP Section	Description	Bidder Instructions
Overview	FSS Services Sought	Informational
Exhibit A	Notices to Bidders	Informational
Exhibit B	Submission & Selection	Informational
Exhibit C	Proposal Format	Complete and Submit
Exhibit D	Certificate of Key Persons	Complete and Submit
Exhibit E	Security Requirements	Informational
Exhibit F	Performance Measures	Informational
Exhibit G	FSS Allocations by County	Informational

III. Overview

The Authority is seeking independent contractors to provide case management, wrap-around services, and HUD certified counseling to current and incoming Family Self- Sufficiency (FSS) participants in **Shiawassee, Genesee, and Lapeer** counties.

The Authority manages the Housing Choice Voucher (HCV) Program in all 83 Michigan counties. Participation in the FSS program is voluntary and offered to all Authority HCV participants in the represented areas.

The FSS and HCV Programs are funded by the United States Department of Housing and Urban Development (HUD). The continuation of these programs is based on available funding and adherence to Federal requirements for the proper management of these programs.

IV. Objectives, and Tasks & Activities.

A. Objectives. To successfully perform the services described in Section I above, the selected independent contractor must satisfy the following objectives:

1. Provide case management and wrap-around services to the FSS Head of Household (HOH) and other participating adult household members.
2. Complete an Individual Training and Services Plan (ITSP) with the participant within three months of receiving the participants enrollment materials, as required by HUD, for each participating adult household member enrolled in the FSS Program.
3. Assist the participating adult household member(s) in completing HUD and Authority requirements and HUD certified counseling for successful completion of the FSS Program.

B. Tasks & Activities. To achieve the objectives, the selected independent contractor must perform the following tasks and activities:

1. **FSS Program Contract of Participation (HUD-52650; “FSS Program Contract”) Enrollment**

- a. The Authority FSS staff will provide the selected independent contractor with a copy of the FSS participant’s enrollment packet consisting of the: executed FSS Program Contract between the Authority and the FSS participant, Certification of Income (FSS-107), and the original FSS Application (FSS-322).
- b. The selected independent contractor must contact the FSS participant to schedule the initial briefing.
 - i. Contact can be made by phone/electronically, letter on their agency letterhead, or the Briefing 1st Notice (FSS-1634).
 - ii. All contact attempts must be documented in case notes.
- c. The initial briefing must be scheduled and conducted within 45 calendar days of receiving the FSS participant’s enrollment packet.
 - i. If the FSS participant fails to respond to the initial briefing after three attempts, the selected independent contractor will mail the FSS Program Notice of Intent to Terminate FSS Contract form (FSS-96a).
 - ii. If the FSS participant fails to respond within 10 calendar days, the FSS Participation Case Closure (FSS-96b) will be completed and sent to the Authority’s FSS staff to complete the termination process.
- d. Conduct the initial briefing.
 - i. Outline for the FSS participant the requirements for graduation:
 - Completed ITSP.
 - Completion of Financial Capability classes with a HUD certified

- counselor in the first 12 months of the contract;].
 - Engaged in suitable employment as defined by the participant's ITSP.
 - No family member residing with the FSS participant receiving the benefit of the HCV Program can receive Temporary Aid to Needy Families (TANF) cash assistance in the final 12 months of the FSS Program Contract.
- ii. Initiate the completion of the following forms by the FSS participant and forward them to the Authority's FSS staff:
 - Briefing Summary (FSS-145)
 - Personal Needs Assessment (FSS-TBD)
 - ITSP (FSS-325)
 - Financial Capability Referral (FSS-101)
 - Key to Own Program Participation Confirmation (HO- 204)
 - iii. If the participant does not already have an active email address, the selected independent contractor must help them set one up at the initial briefing or require that they establish one within 30 days of the briefing appointment.

2. Required Actions During the FSS Program Contract

- a. For the duration of the FSS Program Contract, the selected independent contractor will deliver case management services to the FSS participant.
- b. FSS case management includes, but is not limited to the following:
 - i. Evaluating the FSS participant's job marketability;
 - ii. Provide financial capability classes by a HUD certified counselor.
 - iii. Provide referrals to the local Michigan Works! Agency and other agencies in the community to obtain employment;
 - iv. If employed, encourage methods of improving or advancing within their current career;
 - v. Providing supportive counseling;
 - vi. Providing constructive feedback for goal completion;
 - vii. Client advocacy;
 - viii. Technical assistance;
 - ix. Exploring problem solving methods;
 - x. Referrals to community resources; and
 - xi. Addressing other barriers to self-sufficiency as identified by the FSS participant.
- c. At a minimum, the selected independent contractor must meet with the FSS participant four times per calendar year – once per quarter.
 - i. All four meetings should ideally be face-to-face including video conferencing unless the FSS participant requests that two meetings be by phone due to employment or transportation issues.
- d. The selected contractor should offer the participant the option to meet outside of traditional business hours, if requested.
- e. All quarterly meetings must be documented on the FSS Participant Contact Form (FSS-326) and maintained in the FSS participant's file.
- f. The selected independent contractor must assess and update the FSS participant's ITSP progress during the quarterly meetings.
 - i. If the Financial Capability requirement is not met within the initial 12 months of the FSS Program Contract, the FSS participant should be terminated. Exceptions to this requirement should be submitted to the Authority's FSS staff for review and approval/denial.
 - ii. If the FSS participant's household does not meet the TANF requirement within the final 12 months of the contract, the FSS participant must be terminated or a request for an FSS Program Contract extension submitted to

- the Authority's FSS staff.
- iii. If the FSS participant does not meet the employment goals by graduation outlined in their ITSP, the FSS participant must be terminated or a request for an FSS Program Contract Extension submitted to the Authority's FSS staff.
- iv. If the FSS participant fails to make progress on their personal goals outlined within the ITSP, the FSS participant must be terminated or a re-evaluation of their goals must be completed and documented.
- g. If the FSS participant fails to meet the quarterly contact requirement or to meet the requirements outlined in the ITSP, the selected independent contractor will mail the FSS Program Notice of Intent to Terminate FSS Contract (FSS-96a).
- h. If the FSS participant fails to respond within 10 calendar days, FSS Participation Case Closure (FSS-96b) will be completed and sent to the Authority's FSS staff to complete the termination process.
 - i. The entire FSS case file must be included with the termination form.

3. FSS Program Contract Graduations

- a. Graduations based on the FSS Program Contract End Date.
 - i. The selected independent contractor must meet with the FSS participant 30 calendar days prior to their set graduation date to evaluate their final eligibility for graduation. This deadline must be met. The Authority cannot graduate participants late.
 - ii. FSS graduation is considered a positive exit to this voluntary program and may include the release of accrued FSS escrow funds.
 - iii. FSS participation can be concluded as a graduation when the FSS participant has fulfilled their obligation under the FSS Program Contract on or before the expiration of the FSS Program Contract end date. The following criteria must be met to consider graduation:
 - The FSS participant must be employed in suitable employment as outlined in their ITSP.
 - No family member residing with the FSS participant receiving the benefits of the HCV program can receive TANF case assistance in the final 12 months of the FSS Program Contract.
 - The FSS participant must have completed the required Financial Capability Course.
 - All FSS ITSP goals must be completed.

b. Early Graduations

- i. All the criteria above is met, but the graduation date is set based on the date the family goes over-income for the FSS and/or HCV Program, the agreed upon date for homeownership, porting the HCV out of state, or other eligible reason evaluated by the Authority's FSS staff on a case-by-case basis.
- ii. As outlined by HUD, the FSS participant can go over-income for the FSS and/or HCV Program when:
 - 30 percent of the monthly-adjusted income equals or exceeds the published Fair Market Rent (FMR) for the family unit size for which the family qualifies.
- iii. If it is determined that FSS participant can graduate early from the FSS program, the following documentation must be submitted to the Authority's FSS staff:
 - All case notes and correspondence;
 - Final ITSP signed and dated by the FSS participant;
 - Proof that Financial Capability classes were completed (copy of the Financial Capability Counseling Referral (FSS-101) or Certificate of

- Completion);
 - FSS Participant Exit Interview (FSS-149); and
 - Welfare Status form (FSS-148).
- iv. In addition to the documentation outlined above, early graduation requests that are not due to a participant going over income or purchasing a home must also include:
 - A completed and signed Early Graduation Request (FSS-35);
 - A written statement from the FSS participant on why early graduation from the FSS Program should be granted; and
 - A written statement from the selected independent contractor on why early graduation from the FSS Program is professionally supported and should be granted.

4. FSS Program Contract Extensions

- a. The initial FSS Program Contract is for a five-year period. FSS Program Contract extensions can be granted for up to 24 months beyond the initial five-year contract end date. All requests for FSS Program Contract extensions must be submitted within 60-calendar days of the initial FSS Program Contract end date to be considered. The selected independent contractor may submit an FSS Program Contract extension request for the following reason(s):
 - i. The FSS participant or immediate family member has a documented serious emotional, mental, or physical illness of long-term duration during the FSS Program Contract.
 - ii. The FSS participant experiences an involuntary loss of employment and is no longer employed on the last day of the FSS contract. The involuntary loss of employment must be documented. Evidence of an active job search must be provided to the FSS Resource Coordinator.
 - iii. The FSS participant's household has experienced an involuntary change of household composition due to death or desertion. If the FSS participant is no longer a part of the HCV household, the new HCV Head of Household may assume the FSS Program Contract. The FSS participant must develop an ITSP and meet all the requirements previously outlined to successfully graduate the FSS Program.
- b. The selected independent contractor must submit the following documentation to the Authority's FSS staff within 60 calendar days of the initial FSS Program Contract end date to request an FSS Program Contract extension:
 - i. Complete and sign the Participation Extension Request form (FSS-34);
 - ii. A written statement from the FSS participant on why the FSS Program Contract extension should be granted; and
 - iii. A written statement from the selected independent contractor on why the FSS Program Contract extension is professionally supported and should be granted.

5. FSS Program Contract Terminations for Non-Compliance

- a. The selected independent contractor must assess the FSS participant's ITSP progress during the quarterly meetings.
 - i. If the Financial Capability requirement is not met within the initial 12 months of the FSS Program Contract, the FSS participant should be terminated. Exceptions to this 12-month requirement must be submitted to the Authority's FSS staff for review and approval/denial.
 - ii. If the FSS participant's household does not meet the TANF requirement within the final 12 months of the Program Contract, the FSS participant must be terminated or a request for an FSS Program Contract extension

submitted to the Authority's FSS staff.

- iii. If the FSS participant does not meet the employment requirements as outlined in their ITSP, the FSS participant must be terminated or a request for an FSS Program Contract extension submitted to the Authority's FSS staff.
 - iv. If the FSS participant fails to make progress on their personal goals outlined within their ITSP, the FSS participant must be terminated or a re-evaluation of their goals must be completed and documented.
- b. If the FSS participant fails to meet the quarterly contact requirement or to meet the requirements outlined in the ITSP, the selected independent contractor will mail the FSS Program Notice of Intent to Terminate FSS Contract (FSS-96a).
 - c. If the FSS participant fails to respond within 10 calendar days, FSS Participation Case Closure (FSS-96b) will be completed and sent to the Authority's FSS staff to complete the termination process. The entire FSS case file must be included with the termination form.

6. Termination by the Authority Due to HCV Program Violation(s)

- a. If at any time the FSS participant is terminated for violations of the HCV Program, he/she will automatically be terminated from the FSS Program and will forfeit any accumulated escrow.

7. Key to Own Homeownership Program

- a. The selected independent contractor will encourage homeownership as an ITSP goal and promote enrollment early in the Authority's Key to Own homeownership program.
- b. At the initial FSS briefing the FSS participant will complete the Key to Own Program Participation Confirmation (HO-204). Please enroll in Key to Own as early as possible.
- c. If homeownership is an ITSP goal, the selected independent contractor will coordinate with Authority Key to Own staff to determine the appropriate sub-goals for the ITSP.
- d. If homeownership is not an initial ITSP goal, the selected independent contractor will initiate discussions on the Authority's Key to Own homeownership program at all quarterly face-to-face meetings with the FSS participant.

8. Required Attendance and Presentation at Continuum of Care Meetings

- a. The selected independent contractor will attend quarterly Continuum of Care meetings each year. If the selected independent contractor covers more than one Continuum of Care area, they must meet this requirement for each area they represent.
- b. The Authority's FSS Program must be presented by the selected independent contractor at one of the attended Continuum of Care meetings.
- c. Proof of attendance and presentation must be provided to the Authority's FSS staff. Accepted proof includes the Continuum of Care meeting agenda and sign-in sheet showing the name of the selected independent contractor's representative.

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**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSALS**

EXHIBIT A

NOTICE TO BIDDERS

I. Notifications to Bidders

- A. Revisions to RFP.** If, prior to the proposal deadline, the Authority deems it necessary to provide additional clarifying information, or to revise any part of the RFP, supplements or revisions will be provided to all Bidders who have indicated they will submit a proposal. Proposals will then be evaluated based on the terms and conditions of the RFP, any supplements or revisions to the RFP, and the answers to any written questions.
- B. Organization Authorized to Transact Business in Michigan.** The Bidder must be either a Michigan entity (limited partnership, Limited Liability Company, for-profit corporation or non-profit corporation, etc.) or, if foreign, authorized to do business in the State of Michigan.

Proposals from Sole Proprietors Will Not be Accepted

Questions regarding specific requirements to transact business in the State of Michigan should be referred to or otherwise contact the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau at:

http://www.michigan.gov/lara/0,4601,7-154-61343_35413---,00.html.

- C. Minimum Internet/Technological Capabilities.** The Bidder must have phone, internet, and e-mail access. Internet and e-mail access must be adequate to allow the Bidder to receive, download and upload data, files and attachments from Authority staff. (Current state standards are limited to a functional size of 20 MB.)
- D. Limits on Liability & Indemnification.** The Bidder must review and acknowledge that the Authority will require the Bidder to satisfy the following requirements prior to the execution of a contract with the Authority. If the Bidder has objections, please provide an explanation with your proposal outlining the objection.

If awarded a contract, the Bidder agrees to:

1. Indemnify, defend and hold harmless the Authority, its Board, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
 - a. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from (1) the services provided ("Services") or (2) performance of the Services, duties, responsibilities, actions or omissions of the Bidder or any of its subcontractors under an awarded contract.
 - b. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from a breach by the Bidder of any representation or warranty made by the Bidder in an awarded contract.

- c. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or related to occurrences that the Bidder is required to insure against as provided for in an awarded contract.
- d. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Bidder, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the Authority.
- e. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents which results from an act or omission of the Bidder or any of its subcontractors in its or their capacity as an employer of a person.
- f. any action or proceeding threatened or brought against the Authority to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Bidder or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States.

E. Michigan Freedom of Information Act. All documents submitted to the Authority are subject to the Michigan Freedom of Information Act ("FOIA"). In the event a request for submitted documents is made to the Authority, the Authority's FOIA Coordinator will redact or withhold information and/or documents that are exempt from disclosure under FOIA. See *MCL 15.243 et seq.* Please note that any requests by non-MSHDA personnel to review proposals will be denied until the deadline for submission of the bids has expired. See *MCL 15.243(1)(i)*.

Please submit FOIA requests to the Authority as follows:

**MSHDA FOIA Coordinator
c/o Legal Affairs**

Email: MSHDA-FOIA@michigan.gov

F. Preferences. Michigan law accommodates some bidder preferences:

1. Michigan Based Business

All other things being equal, the state of Michigan must give preference to products manufactured or services offered by Michigan-based firms. See MCL Section 18.1261 (<http://legislature.mi.gov/doc.aspx?mcl-18-1261>) and Section 18.1268 (<http://legislature.mi.gov/doc.aspx?mcl-18-1268>).

2. Geographically-Disadvantaged Business

All other things being equal, the state of Michigan must give preference to products manufactured or services offered by a Geographically-Disadvantaged Business Enterprise. It is the goal of the State that 3% or more of contract payments each state

fiscal year will be made to certified Geographically-Disadvantaged Business Enterprises by the 2022-23 fiscal year. See Executive Directive 2019-08 (https://www.michigan.gov/whitmer/0,9309,7387-90499_90704-486613--,00.html).

3. Qualified Service-Disabled Veteran-Owned Businesses

It is the goal of the State to award 5% of total state expenditures for construction, goods, and services to qualified service-disabled veteran-owned businesses. The State provides a 10% pricing preference for businesses owned by qualified-disabled veterans. See MCL Section 18.1241 (<http://legislature.mi.gov/doc.aspx?mcl-18-1241>) and Section 18.1261 (<http://legislature.mi.gov/doc.aspx?mcl-18-1261>).

F. Submissions Subsequent to Award. As part of an awarded contract, the selected contractor will be required to review and provide and/or acknowledge additional documents including but not limited to:

- W-9 Request for Taxpayer Identification Number and Certification.
- Proof of proper insurance coverage.
- Retiree Rehire Certificate, if necessary.

G. Insurance Coverage. The Bidder must maintain and provide evidence, satisfactory to the Authority, of the following minimum insurance coverage:

1. General Liability Insurance for \$1,000,000 with the Authority shown as additional insured;
2. Errors and Omissions Insurance for \$1,000,000 for each occurrence and \$1,000,000 annual aggregate;
3. Worker's Compensation Insurance (if required under state law). Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable.
4. If required by the Authority, Cyber Security Insurance for \$1,000,000.

H. Payments to Pensioned Retirees. 2007 PA 95, MCL 38.68c requires retirees of the State Employees Retirement System ("Pensioned Retirees") who become employed by the State either directly or indirectly through a contractual arrangement with another party on or after October 1, 2007 to forfeit their respective state pensions for the duration of their reemployment. **Accordingly, any pensioned retiree who provides or renders services pursuant to the contract for which bids will be made under this RFP shall be required to forfeit his or her pension during the term of the contract.**

Proposals must acknowledge and confirm whether pensioned retirees will render services under the contract being sought through this RFP. If the Bidder intends to use a pensioned retiree, the Bidder must submit written confirmation from the pensioned retiree that he or she agrees to forfeit his or her pension during the term of the contract, if awarded. If awarded a contract, the Bidder must submit a copy of the pensioned retiree's directions to the State of Michigan's Office of Retirement Services ("ORS") to withhold the retiree's pension payments until the end of the contract term by having the pensioned retiree complete a Retiree Rehire Certificate. A copy of the Retiree Rehire Certificate will be required to be submitted prior to executing an awarded contract.

- I. **Contract Award Approvals.** Prior to executing an awarded contract, the Authority must seek and obtain Michigan Civil Service approval. The required forms will be submitted to Civil Service prior to the Authority's Board approval.

Contracts that equal or exceed \$45,000 must be approved by the Authority's Board. Thereafter, an awarded contract will be forwarded to the selected Bidder with instructions to review and sign it. Upon receiving the signed contract, the Authority's Procurement Office will submit the contract to a duly authorized signatory for final execution on behalf of the Authority. One fully executed contract will then be returned to the selected contractor.

- J. **Commencement of Work.** Project work shall not commence until execution of a project contract. The selected contractor shall not proceed with performance of the project work or incurring of project costs until both parties have signed the project contract to show acceptance of its terms and conditions.

- K. **Project Control.** The selected contractor will carry out this project under the direction and control of the Authority and its designated Contract Administrator.

- L. **Applicable Laws.** The selected contractor will be required to comply with all Michigan and federal laws, as well as acquire any permits or permission-related documents to provide services being sought.

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**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL**

EXHIBIT B

SUBMISSION & SELECTION

I. Submission of Questions

The Authority will not accept Questions as part of this RFP.

II. Submission of Proposal

- Submitted proposals must respond to and address the tasks, activities, listed requirements and questions outlined in the Scope of Work of this RFP and its attached and incorporated exhibits.
- The Authority shall not be liable for any costs that a Bidder may incur while preparing a proposal.
- The Authority shall not be liable for any costs that a Bidder may incur prior to the complete execution of a contract.
- If the Authority enters into a contract, the Authority's consideration (payment) shall be limited to the term of the contract.

A. Due Date. Proposals responding to this RFP are due **October 7, 2020, at 4 p.m.** Eastern Time (Detroit). Submissions received at 4:01 p.m. are considered late and will not be considered further.

B. File Format. Submit one (1) **.pdf** version of proposal via email outlining how the Bidder will provide the activities / services described in the Scope of Work.

C. Delivery of Proposal. Direct all deliveries to:

MSHDA-Procurement@michigan.gov

Confirmation of Delivery. The Procurement Office will verify receipt of email and proposal to the Bidder within 24 hours. If Bidder has not received verification, the Bidder should verify the email address provided above (i.e., no spaces; hyphen between "MSHDA" and "Procurement") and resubmit an email asking for verification.

III. Selection of Proposal

The selection of a proposal shall be subject to a review by the Authority's Legal Affairs Division concerning conflicts of interest and/or participation in Authority programs by the Bidder, its officers, employees, subcontractors or independent contractors.

A. Selection Criteria. The Authority will review the proposal based on Selection Criteria listed below:

- | | | |
|-----------|--|------------------|
| 1. | Organization's Experience/Qualifications | 35 Points |
| 2. | Overall Quality of Program Services | 25 Points |
| 3. | Additional Services Provided | 10 Points |

4.	HUD Certified Counselor or a contractual Agreement with a HUD Certified Counseling Agency to provide counseling	15 Points
5.	Capacity	15 Points

Total Possible Points:

100 Points

Organization's Experience/Qualifications (35 Points)

The organization has a strong relationship with their local Continuum of Care and Housing Assessment Resource Agency (HARA). The organization has experience working with the FSS program or program(s) similar to it in the past.

Overall Quality of Program Services Performance (25 points)

The proposal presents a clear description of their proposed service plan (10 pts). The narrative clearly states how the participants will be monitored and that there is follow-up (5 pts). How participants will be linked to services and resources in the community is clearly outlined, including accessibility (10 pts)

Additional Services Provided (10 Points)

Organization brings other supportive services to this project, i.e. HUD Certified Financial Capability Counseling Services, Job placement services, Home buyer programs and housing case management, other service(s) not listed. Supportive services are clearly defined and accessible for participants.

HUD Certified Counseling (15 Points)

All counseling required services must be completed by a HUD certified counselor. This is a HUD directive. If you are not a HUD certified counselor, you must have a contractual agreement with a HUD certified agency within the FSS coverage area you are applying to cover.

Capacity (15 points)

Staff and organization capacity is clearly explained and supported.

Note: The Authority will utilize all Bidder information to determine the best value for the services sought and is not obligated to accept the lowest price proposal.

B. Proposal Selection. The Authority's review will occur after the closing date for submitting proposals. The Authority anticipates notifying the selected contractor on or about November 1, 2020 via e-mail and posting on the Authority's website; however, the selection and final notice of award will be contingent on approval by the Michigan Civil Service Commission and the Authority's Board.

C. Cancellation of Selected Proposal. The selection of a proposal by the Authority may be cancelled at any time prior to the complete execution of a contract. If the Authority cancels its selection of a proposal, the Authority may repost this or a similar RFP and re-seek proposals. Reasons for canceling the selected proposal may include, but are not limited to, the following:

1. Refusal of Department of Civil Service to process required forms.
2. Refusal of duly authorized Authority signatory to execute the contract.

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL**

EXHIBIT C

PROPOSAL FORMAT

I. Overview

- Proposals must be submitted in the format described in this Exhibit C as outlined below.
- Each section must be clearly identified with appropriate headings and/or table of contents.
- The proposal should be clear, accurate, and complete, with sufficient detail to enable the Authority to evaluate the services and methods proposed.

II. Headers and Contents

Proposals not including requested information may be viewed by the Authority as non-responsive and not considered further. Bidders are strongly encouraged to review their proposals prior to submission to ensure that all requested information is included.

A. Company Background Information.

1. Legal business name and address.

[Name]
[Street Address]
[City, State, Zip]
[Phone Number]
[Website address]

2. The type of entity (e.g., Michigan corporation, Michigan nonprofit corporation, Michigan limited liability company, foreign).

Note: Prior to contract execution, the selected contractor will be required to provide proof of authorization to conduct business in the State of Michigan.

3. Any applicable “Doing Business As” names.

4. Any branch office, or name and address of registered agent, if applicable.

5. Legal business name of any applicable parent company, and its address.

6. State your business is incorporated in.

7. Number of years in business and number of employees.

8. Has there been a recent change in the organizational structure (e.g., management team, staff, etc.) or a change of control (merger or acquisition)?

(Yes / No)

If Yes, why and how has it affected your company?

9. Does your company have experience working with the State of Michigan?

(Yes / No)

If Yes, please provide a list (including the contract number) of the contracts you hold or have held with the State for the last three (3) years.

10. Has your company ever been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting with any governmental entity, including the State?
(Yes / No)
If Yes, provide the date, governmental entity, and details surrounding the action.
11. Has your company ever been sued by the State of Michigan?
(Yes / No)
If Yes, provide the date, case caption, case number, and identify the court that the case was filed in.
12. Has your company ever sued the State of Michigan?
(Yes /No)
If Yes, provide the date, case caption, case number, and identify court that case was filed in.
13. Within the past five (5) years, has your company defaulted on a government contract, or been terminated for cause by any governmental entity, including the State?
(Yes / No)
If Yes, provide the date of action, contracting entity, type of contract, and details surrounding the termination or default.
14. Within the past five (5) years, has your company defaulted on a contract or been terminated for cause by any private entity in which similar service or products were being provided by your company?
(Yes / No)
If Yes, provide the date of action, contracting entity, type of contract, and details surrounding the termination or default.
15. Within the past three (3) years, has your company had Authority funds of any kind recaptured as the result of a compliance review?
(Yes / No)
If Yes, provide the following information related to the recapture: Authority program area, date, amount, findings, and action steps took to remediate the findings.

B. Management and Personnel. Answer/Address the following:

1. **Authorized Signatory.** The Bidder must clearly identify the name and title of an official authorized to commit the Bidder to the terms and conditions of the proposal.
- a. Provide any resolution(s) authorizing the designated official as an approved signatory.
 - b. Proposal must include the statement of bid commitment, see Section H below, signed by the approved signatory.
2. **Officer and Management Summary.** Identify manager(s) and/or officer(s) who will manage the contract if it is awarded:
- a. Provide current contact information including the manager/officer name, title, mailing address, email address, and phone and fax numbers.
 - b. List their responsibilities and the specific tasks each assigned officer/manager will carry out and the anticipated time frames for each task.

3. **Personnel Summary.** Identify proposed key project personnel responsible for performing the activities / services described in the Scope of Work, including job titles, rate of pay, hours to be worked on FSS, and eligibility to receive FSS bonus pay.
4. **Submit a Certificate Verifying Project Personnel.** The form is found in Exhibit D, attached and incorporated into this RFP.
 - a. Confirm Whether Any Assigned Personnel Receive Pension Payments from the State of Michigan. Review Exhibit A, Section I.H above for important information regarding Pensioned Retirees.

C. Experience.

1. **Prior Experience of Bidder.** Indicate prior experience of your organization that you consider relevant to the successful accomplishment of the project described in this RFP.
 - a. Have past experience working with the FSS program or similar program administering federal, state, or local services that assist low income individuals and families to acquire skills and knowledge to gain access to new opportunities and to achieve economic self-sufficiency.
 - b. Assign experienced personnel to perform the services, or have personnel supervised by experienced staff.
 - c. Include sufficient detail to demonstrate the relevance of such experience.
2. **Experience of Proposed Personnel Assigned to Provide Services.** The proposal should describe the education and experience of the personnel who will be assigned to provide the proposed services, including managers who may oversee work of personnel.
3. **Examples of Work.** The following example of recent work shall be submitted with the Bidder's proposal:
 - a. None required
4. **Professional References.** Include professional references (ex. funders, other agencies, etc.) that can provide information about the Bidder's past performance
5. **Additional Information and Comments.** Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

D. Proposed Services.

1. **How Services Will be Rendered.** Describe the process used to meet the project scope of work and complete the required services within the timeframe of the project.
2. **Use of Subcontractors.** If any work will be subcontracted, describe the following:
 - a. Work that will be subcontracted.
 - b. The process used to select the subcontractors.
 - c. The subcontractor's experience and expertise.
 - d. The names of the firms/individual(s) who will perform the subcontracted work.
 - e. How quality of service will be monitored and ensured.
3. **Professional Standards.** Refers to processes and/or performance expectations administered by a third-party organization (ex. trade association, government agency, etc.). Address the following:

- a. Will professional standards be followed to satisfy services?
(Yes / No)
If Yes, please identify the standard(s) and the association(s).
 - b. Will "best practices" will be followed to satisfy services?
(Yes / No)
If Yes, please identify the organization(s) and/or document(s) establishing the "best practices".
 - c. How will the quality of services be monitored and ensured?
4. **Security of Data.** If the services to be rendered require the collection and/or use of confidential and/or personal data, confirm the following:
- a. Has your organization established and used a policy to address the security of paper and electronic data?
(Yes / No)
If No, explain how your organization addresses the security of paper and electronic data.
(Note: Please do not submit a copy of your security policy.)
 - b. Does your policy address the removal of confidential and/or personal data from storage media? (For example, does your firm's policy include the removal or "wiping" of data from hard drives when a computer is no longer used?)
(Yes / No)
If No, explain how your organization handles confidential and/or personal data.

Contracts resulting from this RFP will include an exhibit, entitled Security Requirements, (included for reference in this RFP as Exhibit E) that defines confidential and/or personal data and the processes required to handle it.

5. **Copyrighted Materials.** Acknowledge and/or confirm the following:
- a. You agree that any and all products produced as a result of this contract shall be the property of the Authority.
 - b. You agree that the Authority shall (a) hold a copyright on all materials or products produced under the contract and (b) be allowed to file for a copyright with the United States Copyright Office.
 - c. You acknowledge that submitted documents will not contain in part or whole copyrighted materials.

E. Capacity to Deliver Services

- 1. List the county(s) for which you wish to provide services. **If you are unable to provide service to part of a county due to an organizational service range, please indicate what specific area you intend to cover in that county.**
- 2. In the counties identified, describe your plan to deliver services to FSS participants including:
 - a. Your proposed service plan;
 - b. How you will monitor and follow-up with FSS participants;
 - c. How your agency will link FSS participants to services and resources in their community, including accessibility;
 - d. Describe other supportive services your organization brings to this project, i.e.,

Financial Capability Counseling Services, job placement services, homebuyer programs, housing case management, or other services not listed above.

- e. How staff will be effectively managed to assure delivery of quality services;
 - f. Office location(s), including hours of operation open to the public.
 - g. What options your organization will offer FSS participants to meet outside of traditional office hours (i.e. nights and weekends);
 - h. Procedures to address calls and emergencies;
 - i. A list of additional staff to be hired (if any);
 - j. Caseload to staff ratios (**maximum is 100 participants per one full-time FSS Resource Coordinator or equivalent of one full-time FSS Coordinator (i.e. two part time staff)**); and
 - k. Do you anticipate that the FSS Resource Coordinator(s) for your agency will have other job duties outside of the FSS program? If so, please list those other duties.
3. Describe the competitive advantage that you believe makes your organization more efficient and successful in the delivery of case management services to FSS Participants.

F. Community Knowledge, Connection and Involvement

1. Describe your existing relationships with:
 - a. Local Continuum of Care;
 - b. Local Michigan Works! Office;
 - c. Homeless Assessment and Resource Agency (HARA), service organizations that provide resources to persons who are low- income, disabled and homeless;
 - d. Non-profit, Service and Civic Associations.
2. In the event that you do not have existing relationships with the organizations above for the counties in which you are applying, how do you plan to make those connections to serve FSS Participants?

G. Price Proposal & Budget

1. **Price Proposal.** All rates quoted in proposals submitted in response to this RFP will be a firm fixed price for the duration of an awarded contract. No price changes will be permitted. **The selected contractor will be paid a fixed rate of \$40.00 per month for each FSS participant active on the first day of the month.** Note that independent contractors will have the chance to earn bonus money, paid out quarterly, when their FSS participants achieve the milestones outlined below. Contractors may only receive a bonus once in each category for a participant during the term of their contract. MSHDA reserves the right to revise the bonus criteria during the term of the contract. Note that bonus criteria must be reported on a quarterly basis. Contractors have the option of passing the bonus down to the FSS Resource Coordinator, creating an FSS participant fund or putting it in their general fund. Please state in your proposal how you intend to spend any bonus money earned.
 - Participant earned a GED, Associates, Bachelor's, Master's degree or completed a skilled trade certificate program. Copy of Diploma or certificate must be submitted. \$100.00
 - Participant purchased a home. Must submit a copy of the closing documents within 30 days of purchase. \$200.00

- Participant went from 0 earned income to having earned income. \$100.00
- Participant completed the required Financial Capability classes within the first year. Proof of completion must be submitted. \$50.00
- Achieved a 640-credit score from all three reporting bureaus. Proof that credit scores were below 640 and have been raised to above 640 must be submitted. \$100.00
- Participant went 0 HAP and was subsequently exited from the HCV after 6-months in good standing. \$200.00
- Participant was accepted into the Key to Own program and completed the required Homeownership classes. Proof of completion of classes must be submitted. \$50.00

2. Budget. Include in the proposal a line item budget identifying all related to the work to be performed. By submitting the bid, the Bidder acknowledges that it bears the risk that its expenses may exceed the proposed amount. The budget should include applicable items, which may include the following:

- a. Staff costs (# of hours, per hour rate, bonus, etc.).
- b. Costs of supplies and materials.
- c. Other direct costs.
- d. Transportation costs.
- e. Total budget.

H. Schedule/Timeline. All work must be completed by December 31, 2023.

I. Disclosures.

1. Interests in Authority Programs. Authority programs include, but are not limited to, the Housing Voucher Program, any loans where the Authority is the lender, and any grants made by or administered by the Authority.

- a. Does the Bidder, its officers, board members, and employees respectively, have any interests in Authority programs?
(Yes / No)
If Yes, please provide their name, title, and the Authority program for which the interests exist.
- b. If the Bidder intends to use independent contractors or subcontractors to render services, do the independent contractors or subcontractors and their officers, board members, and employees respectively, have any interests in Authority programs?
(Yes / No)
If Yes, please provide their name, title, and the Authority program for which the interests exist.

2. Potential Conflicts of Interests. Potential conflicts of interest may arise from the Bidder's officers, employees, members, board members, independent contractors or subcontractors the Bidder will use to render services, if the organization enters into a contract with the Authority.

- a. Is the Bidder currently under contract and/or been awarded a grant from the Authority?

(Yes / No)

If Yes, please confirm whether any potential conflict of interest will exist if the Authority enters into a contract with the Bidder.

- b. Does the Bidder, its officers, board members, and employees, hold a position with another entity that may be under contract or receiving a grant from the Authority?

(Yes / No)

If Yes, include an organizational chart from each entity under contract or awarded a grant from the Authority in which the Bidder or project personnel holds a position. Include each employee's position and title within the entity. In addition, indicate whether the Bidder or the project personnel is responsible for making financial decisions in his/her capacity and what measures have been implemented to ensure that funds are not comingled.

THE AUTHORITY RESERVES THE RIGHT TO DEEM A BID NON-RESPONSIVE FOR FAILURE TO DISCLOSE A POTENTIAL CONFLICT OF INTEREST.

3. Family Members Who Work for Authority.

- a. Does the Bidder, its officers, board members, and employees respectively, have family members who work for the Authority?

(Yes / No)

If Yes, please provide their name and the name of the family member currently employed at the Authority.

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J. Signature Clause to be Signed by Bidder's Authorized Signatory. Insert into the proposal and have the authorized signatory sign the following signature clause at the end of the proposal:

I confirm that I have submitted this proposal on behalf of

_____ in response to the
**Michigan State Housing Development Authority's Request for Proposals for
Family Self-Sufficiency (FSS) Services.**

I also confirm that I have read and understand the Authority's indemnification, copyright, data security, and insurance requirements.

By: _____

Its: _____

Date: _____

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**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL**

EXHIBIT D

**AGREEMENT TO USE AND RELEASE INFORMATION
KEY PERSONS OF THE CONTRACTOR**

CERTIFICATE VERIFYING PROJECT PERSONNEL OF THE CONTRACTOR/SUBCONTRACTOR

The Contractor/Subcontractor acknowledges that the following personnel are Project Personnel of the Contractor/Subcontractor:

(1) Name _____
(*Print or type name above line*)

Title with Contractor/Subcontractor _____

Is this person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____/No _____

(2) Name _____
(*Print or type name above line*)

Title with Contractor/Subcontractor _____

Is the person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____/No _____

(3) Name _____
(*Print or type name above line*)

Title with Contractor/Subcontractor _____

Is the person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____/No _____

Name of Signatory for Contractor/Subcontractor:

Printed Name: _____
(*Print or type name above line*)

Its: _____

Signature: _____

Federal Identification Number: _____

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL**

EXHIBIT E

SECURITY REQUIREMENTS

The Contractor must safeguard and prevent potential breaches of all Personally Identifiable Information (“PII”) and Sensitive PII required by the Michigan State Housing Development Authority (“Authority” or “MSHDA”) for administration of the Family Self-Sufficiency (“FSS”) Program. The Contractor must submit this Exhibit with the FSS Agreement certifying compliance with the security requirements outlined in this Exhibit.

Failure to comply with the security requirements outlined in this Exhibit and/or failing to promptly notify the Authority of a security breach will be considered a material breach of this Agreement.

1. Definition

Sensitive PII is defined as information which can be used to directly or indirectly distinguish or trace an individual’s identity. Sensitive PII can be used either alone or in combination with other personal or identifying information that is linked or linkable to that individual. Sensitive PII is PII, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.

To *distinguish* an individual is to identify an individual. To *trace* an individual is to process sufficient information to make a determination about a specific aspect of an individual’s activities or status.

Linked information is information about or related to an individual that is logically associated with other information about the individual. *Linkable* information is information about or related to an individual for which there is a possibility of logical association with other information about the individual.

The following personal identifiers are Sensitive PII even if they are not linked with additional PII or contextual information:

- a. First and last name or alias;
- b. Complete (9-digit) SSN;
- c. Alien Registration Number (A-Number);
- d. Driver’s license or state identification number;

- e. Passport number;
- f. Taxpayer identification number;
- g. Internet Protocol (IP) or Media Access Control (MAC) address or other host-specific persistent static identifier;
- h. Telephone number;
- i. Vehicle registration number or title; or
- j. Biometric Identifiers (e.g., fingerprint, iris scan, facial recognition, voice print)

The following information is Sensitive PII when linked with the person's name or other unique identifier, such as an address or phone number:

- a. Portions of an SSN including the last four digits;
- b. Place of birth;
- c. Full date of birth;
- d. Citizenship or immigration status;
- e. Authentication information such as a parent name(s) or maiden name(s);
- f. Medical information;
- g. Criminal history;
- h. Education information;
- i. Financial information;
- j. Credit card numbers;
- k. Bank account numbers; or
- l. Other data created by MSHDA or HUD to identify or authenticate an individual identify such as an Alternate Identification Number (AID) referred to as "H-Number" by the Authority.

Sensitive PII requires stricter handling guidelines because of the increased risk to an individual if the data is compromised.

A Security Breach is defined as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons, other than authorized users and for an unauthorized purpose, have access or potential access to PII in a usable form, whether hard copy or electronic. The term encompasses both **suspected and confirmed** incidents, whether intentional or inadvertent, involving PII which raise a reasonable risk of harm.

2. Types of Media

Hard copy media is physical representations of information, most often associated with paper printouts. However, printer and facsimile ribbons, drums, and platens are all examples of hard copy media. The supplies associated with producing paper printouts are often the most uncontrolled. Electronic (or soft copy) media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, removable memory devices, phones, mobile computing devices, networking devices, office equipment, and email (list is not all inclusive).

Removable memory devices include, but are not limited to, thumb drives, CDs, and external hard drives.

Electronic Data and Access Codes is collectively defined as (a) any and all program data in an electronic format; (b) and all codes, passwords, access keys and any other data that allows the Contractor to connect to and access Database Software (presently Elite) and HUD required programs.

3. **Authority and HUD Requirements**

In performing its duties and responsibilities as specified in this Agreement, the Contractor will comply at all times with all applicable HUD and Authority rules, regulations, and requirements, including Equal Opportunity rules. Additionally, the Contractor is responsible for complying with the following:

- a. Identity Theft Protection Act (2004 PA 452: MCL 445.61 et seq., as amended by 566 PA 2006)
- b. Social Security Number Privacy Act (454 PA 2004; MCL 334.81 et seq.)
- c. State of Michigan Computer Crime Law (Public Acts 1979-53)
- d. All federal and state laws concerning confidentiality and the security of PII and Sensitive PII that is in its possession.
- e. All State and Federal laws regarding confidentiality to protect an individual's rights and privacy.

The Contractor and Key Persons of the Contractor must attend annual security awareness sessions and complete required forms before performing services for the Authority.

4. **Manage Access to Sensitive PII**

The Contractor shall not disclose information or documents created or maintained in connection with an awarded contract to anyone other than the Contractor's staff assigned to an awarded contract or Authority staff, without the direction or prior consent of Authority staff. Neither the Contractor nor its Key Persons or agents shall use information or documents created or

maintained in connection with the awarded contract to further any private interest without the prior written consent of the Authority.

The Contractor will not use the State's data for any purpose other than providing the services set forth in an awarded contract, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public, to specific third parties or commercially exploited by or on behalf of the Contractor, nor will any Key Person of Contractor other than those on a strictly need to know basis have access to the State's data. The Contractor shall only use PII as strictly necessary to provide the services and shall disclose such information only to its Key Persons who have a strict need to know regarding such information. The Contractor shall comply at all times with all laws and regulations applicable to such PII.

- a.** Only collect Sensitive PII that you have the legal authority to collect.
- b.** Never leave Sensitive PII unattended and unsecured.
- c.** Only share or discuss Sensitive PII with personnel who have a need to know for purposes of their work. Challenge anyone who asks for access to Sensitive PII for which you are responsible.
- d.** Avoid discussing Sensitive PII if there are unauthorized personnel, Contractors, or other third parties in the adjacent cubicles, rooms, or hallways who may overhear your conversations.
- e.** Hold meetings in a secure space (i.e., no unauthorized access or eavesdropping possible) if Sensitive PII will be discussed or viewed. Treat notes and minutes from such meetings as confidential unless you can verify that they do not contain Sensitive PII.
- f.** Record the date, time, place, subject, chairperson, and attendees at any meeting involving Sensitive PII.
- g.** Do not distribute or release Sensitive PII to MSHDA employees, Contractors, or other third parties unless the release is authorized, proper and necessary.
- h.** When discussing Sensitive PII on the telephone, confirm that you are speaking to the identified person or their designated representative before discussing any information. Inform the caller that the discussion will include Sensitive PII.
- i.** Never leave messages containing Sensitive PII on voicemail.
- j.** Only print, extract, or copy Sensitive PII when required for administration of the Housing Choice Voucher Program.
- k.** Before emailing, printing, or making paper copies, redact Sensitive PII that is not necessary for your immediate use or required for administration of the Housing Choice Voucher Program.
- l.** Never leave Sensitive PII unattended on a desk, network printer, fax machine, or copier.

- m. All computer systems, electronic devices, and portable media used to conduct business with the Authority will be used for business purposes only.
- n. Use a privacy screen if you regularly access Sensitive PII in an unsecured area where the public can see your screen.
- o. Lock your computer when you leave your desk.
- p. Do not permit your computer to remember passwords.
- q. All computer systems used to conduct business with the Authority must be encrypted.
- r. All electronic devices and portable media must be password protected.
- s. Do not use your personal computer to access, save, store, or host Sensitive PII.
- t. Do not transfer files to your home computer or print records on your home printer.
- u. Do not forward e-mails containing Sensitive PII to your personal email account so you can work on it on your home computer.
- v. Do not post Sensitive PII on any Internet site.
- w. If someone sends you Sensitive PII in an unprotected manner, you must protect that data in the same manner as all Sensitive PII you handle once you receive it.
- x. If someone sends unsecured Sensitive PII in the body of an e-mail to you, you must encrypt that data if you wish to email it to anyone else.

5. **Transporting Sensitive PII**

- a. Physically secure Sensitive PII when in transit.
- b. Never leave paper files, computers, electronic devices, or portable media in plain sight in an unattended vehicle. If you must leave it in a car, lock it in the trunk so that it is out of sight.
- c. Do not leave your paper files, computers, electronic devices, or portable media in your car overnight.

6. **Transfer of Sensitive PII**

- a. When mailing outbound correspondence that contains Sensitive PII, use the following quality controls:
 - i. Seal Sensitive PII materials in an opaque or tinted envelope.
 - ii. If using window envelopes, place the Sensitive PII away from the window so it cannot be seen.
- b. Email Sensitive PII within an encrypted attachment with the password provided separately (e.g., by phone, another email, or in person). Do not send Sensitive PII within the body of an email.
- c. Limit the transmission Sensitive PII by fax. Take appropriate measures to protect the confidentiality of the fax:

- i. Alert the recipient prior to faxing so they can retrieve it as it is received by the fax machine.
- ii. After sending the fax, verify the recipient received the information.

7. **Storage of Files Containing Sensitive PII**

All files are to be maintained in the office(s) designated by the Contractor and are subject to all security requirements outlined within the awarded contract and all Exhibits. The Contractor shall take reasonable steps to prevent the theft of paper and electronic files that contain PII. Such steps shall include but not be limited to:

- a. Physically secure paper files containing Sensitive PII when not in use or not otherwise under the control of the Contractor. Store all documents containing SSNs or other data elements of personal information in a physically secure manner, such as in locked drawers, cabinets, desk, or file room.
- b. Prevent unauthorized access of Sensitive PII by members of the public or persons not designated by the Contractor.
- c. All files must be stored in fire proof cabinets (Underwriters Laboratories - UL rated file cabinets) and/or the Contractor must have a fire suppression system in place. The files must be secured from the general public either by containing locking mechanisms with keys provided to only Key Persons or located in a locked room. All files must be labeled **CONFIDENTIAL**.
- d. Keep accurate records of where Sensitive PII is stored, used, and maintained.
- e. Only store Sensitive PII on computers, other electronic devices, or portable media that can be secured. SSNs must not be stored on computers, other electronic devices, or portable media that are not secured against unauthorized access.
- f. Physically secure electronic devices or portable media that contain Sensitive PII when not in use or not otherwise under the control of the Contractor. Store all documents containing SSNs or other data elements of personal information in a physically secure manner, such as in locked drawers, cabinets, desk, or file room.
 - i. All computers used for the administration of the FSS Program must have current up-to-date encryption software.
 - ii. All computers used for the administration of the FSS Program must have current up-to-date anti-virus software.
 - iii. All computers used for the administration of the FSS Program must be used for business purposes only and by authorized personnel.
 - iv. All other electronic devices and portable media must be password protected.
 - v. Do not place Sensitive PII on shared drives, multi-access calendars, the Intranet, or the Internet.

8. **Destruction of Sensitive PII**

Sensitive PII shall be destroyed when retention of the data is no longer required. Retention schedules for paper files and electronic data will be outlined by the Authority. If the Contractor no longer needs program data to render Services, or if the Contractor ceases to provide Services, the Contractor shall remove/dispose Electronic Data and Access Codes from any and all storage media that may be used, including but not limited to hard drives, flash drives, CDs, PCs, laptops, DVDs, zip drives, hand-held organizer, and storage services on the World Wide Web. When the Contractor ceases to use a computer, the Contractor shall:

- a. Dispose of paper files containing Sensitive PII appropriately by using cross-cut shredders, burn bags, or a professional destruction service agency. Secure all information awaiting removal. Sensitive PII must **not** be discarded in waste baskets, trash or the usual recycling receptacles.
- b. Dispose of electronic files containing Sensitive PII appropriately by **permanently erasing** (not just delete) electronic records. At least three (3) passes with a disk wiping utility is required.
- c. Dispose of portable media containing Sensitive PII appropriately by **permanently erasing** (not just delete) electronic records. At least three (3) passes with a disk wiping utility is required. See Department of Information Technology Procedure 1350.90 Secure Disposal of Installed and Removable Digital Media.
- d. If the Contractor believes it is required to retain program data, the Contractor shall:
 - i. Advise the Authority's FSS Coordinator in writing of the requirement; and
 - ii. Retain the data in a manner and format described in this Exhibit. If the Contractor ceases to administer the Services set forth in this Agreement and the Exhibits attached and incorporated into this Agreement, the Contractor must send written notice to the FSS Coordinator indicating all removal methods have been completed. Failure to comply with this provision will result in the Contractor not receiving any final payments.

9. **Username and Password Protection**

- a. All usernames and passwords issued by the Authority for administration of the FSS Program shall remain confidential and shall not be shared with anyone other than the person assigned to that username and password.
- b. The Contractor must submit a revised Key Person form (Exhibit D) and a MSHDA 1796 form to the FSS Coordinator to acquire access to information systems and databases for new personnel.

- c. The Contractor must notify the FSS Coordinator within two (2) business days of the termination of a Key Person as identified in Exhibit D of this Agreement so that access to information systems and databases can be revoked.

10. **Security Breach**

In the event of a security breach, the Contractor shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

- a. You must report all Security Breaches, whether suspected or confirmed, to the FSS Coordinator promptly, but no later than one (1) business day, of the incident. If the FSS Coordinator is unavailable, or if there is a potential conflict of interest, report the incident to the Homeless Programs Manager or the Director of Rental Assistance and Homeless Solutions.
- b. Document or maintain records of information and actions relevant to the incident as they may be required in the Security Breach handling report.
 - i. Date and time of Security Breach;
 - ii. Type of Security Breach (e.g. virus, hacking, e-mail, etc.);
 - iii. Person(s) involved in Security Breach, if identifiable; and
 - iv. Date and time Security Breach was reported and to whom.
- c. Any alleged violations that may constitute criminal misconduct, identify theft or other serious misconduct, or reflect systemic violations within the management of the Program will be reported to the MSHDA Compliance Unit as part of the Security Breach reporting Process.
- d. When reporting a Security Breach, do not further compromise the information or risk causing another Security Breach:
 - i. Do not forward the compromised information when reporting an incident
 - ii. If and when the compromised PII is needed, you will be given instructions regarding the individual to send it to and the process for submission.

If you see Sensitive PII in an email that you suspect constitutes a Security Breach, remember that the information is duplicated and further compromised if you forward or reply to it.

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL**

EXHIBIT F

PERFORMANCE MEASURES

I. Overview

The Authority shall measure the Selected Independent Contractor's performance of the activities described in the Scope of Work based on the following performance measures:

- o Quality On-Site Review(s)/Desk Review(s)/Virtual Monitoring Review(s);
 - Acceptable Response within 14 days to Quality Review letter.
- o Data Entry and Quarterly Reports; and
- o Responsiveness to the Authority's staff.

II. Quality Reviews

A. Quality reviews will be completed at a minimum once per calendar year. The Authority's FSS staff reserves the right to conduct reviews more frequently as needed. During the Quality review, the Authority's FSS staff will review at a minimum ten (10), or 25% of the case load, randomly selected FSS participant files in the counties to which the selected bidder is assigned. Files will be rated either pass, pass with comment, or incomplete. Files are rated based on the following criteria:

1. Presence of required forms in files; and
2. Evidence of required quarterly contact with participants.

B. The Selected Independent Contractor's ratings will be determined by the following criteria:

1. **Meets Expectations.** To achieve an overall Meets Expectations Rating, the Selected Independent Contractor must have achieved 80 percent pass or pass with comment ratio on the files reviewed.
2. **Low Performing.** An overall Low Performing Rating will be assigned to any Selected Contractor who has less than 80 percent of files receiving a pass or pass with comment rating.

III. Data Entry and Reports Criteria

A. The review of Data Entry and required Quarterly Reports will be completed in accordance with the Monitoring Guidelines set forth in the FSS Program Guidelines. Review of Data Entry and Reports will be completed at a minimum once per Quarter. The Authority reserves the right to review more frequently as deemed necessary. The Authority FSS staff will measure the following standards when conducting Data Entry and Reports ratings:

1. FSS Participant Graduation, Extension or Termination paperwork processed and forwarded to MSHDA within 30 days prior to the last day of the participant's contract.
2. Creating an Individual Training and Service Plan's (ITSP) with the FSS participant within 90 days of receiving the participants enrollment materials and entering the ITSP into Elite within 14 days after creating it with the participant.
3. Submission of the required quarterly data reports by April 15 (First Quarter), July 15 (Second Quarter), October 15 (Third Quarter), and January 15 (Fourth Quarter).

- B. The Selected Independent Contractor's ratings will be determined by the following criteria:
 - 1. **Meets Expectations.** To achieve an overall Meets Expectations Rating, the Selected Independent Contractor must have achieved 80 percent consistency with data entry, data reports and submission of documents.
 - 2. **Low Performing.** An overall Low Performing Rating will be assigned to any Selected Independent Contractor who has less than 80 percent consistency with data entry, data reports and submission of documents.

IV. Responsiveness to Authority Staff

- A. Review of Responsiveness to the Authority's FSS Staff will be completed at a minimum once per Quarter. The Authority's FSS staff reserves the right to review more frequently as deemed necessary. The Authority's FSS staff will measure the following standards when conducting Responsiveness to Staff Standard:
 - 1. Responds to all calls, emails and correspondence from the Authority's FSS staff within two business days.
- B. The Selected Independent Contractor's ratings will be determined by the following criteria:
 - 1. **Meets Expectations.** To achieve an overall Meets Expectations Rating, the Selected Contractor must have achieved 80 percent consistency regarding responding to the Authority's FSS staff.
 - 2. **Low Performing.** An overall Low Performing Rating will be assigned to any Selected Contractor who has less than 80 percent consistency regarding responding to the Authority's FSS staff.

V. Uncorrected Deficiencies

- A. If the standards set forth for performance in this Exhibit are not met, a Corrective Action Plan will be required and must be submitted no later than five (5) business days to the Operations Manager of the Rental Assistance and Homeless Solutions Division for review and approval. The selected contractor must provide the following to the Authority:
 - 1. Specific steps that will be taken to correct the deficiencies.
 - 2. The time frame adhered to and when the selected contractor expects the deficiencies to be rectified.
- B. Identify specific staff that will be responsible for rectifying the deficiencies. No more than one Corrective Action Plan will be executed during a twelve (12) month period during the term of an awarded agreement. Failure to meet the terms outlined in the Corrective Action Plan may result in a material breach of an awarded agreement.

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**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL**

EXHIBIT G

FSS ALLOCATIONS BY COUNTY

County	FSS Allocation
Alcona	1
Alger	1
Allegan	18
Alpena	5
Antrim	1
Arenac	1
Baraga	1
Barry	3
Bay	14
Benzie	1
Berrien	19
Branch	4
Calhoun	17
Cass	2
Charlevoix	2
Cheboygan	2
Chippewa	5
Clare	3
Clinton	4
Crawford	1
Delta	9
Dickinson	5
Eaton	7
Emmet	3
Genesee	83
Gladwin	2
Gogebic	3
Grand Traverse	9
Gratiot	2
Hillsdale	2
Houghton	8
Huron	2
Ingham	81
Ionia	3
Iosco	5

Iron	1
Isabella	11
Jackson	18
Kalamazoo	81
Kalkaska	1
Kent	98
Keweenaw	1
Lake	1
Lapeer	16
Leelanau	1
Lenawee	10
Livingston	13
Luce	1
Mackinac	1
Macomb	87
Manistee	2
Marquette	11
Mason	3
Mecosta	6
Menominee	4
Midland	14
Missaukee	2
Monroe	24
Montcalm	3
Montmorency	1
Muskegon	60
Newaygo	5
Oakland	125
Oceana	3
Ogemaw	3
Ontonagon	1
Osceola	2
Oscoda	1
Otsego	4
Ottawa	17
Presque Isle	1
Roscommon	3
Saginaw	60
Sanilac	4
Schoolcraft	1
Shiawassee	6
St. Clair	19
St. Joseph	2

Tuscola	4
Van Buren	5
Washtenaw	87
Wayne	347
Wexford	5
Total	1505