



## INVITATION TO BID

DATE OF ISSUE: November 1, 2022

TO: Existing MSHDA FSS Contractors

RE: Invitation to Bid for:  
**FSS Case Management Services to the Authority's Family Self-Sufficiency (FSS) participants in Berrien, Cass, St. Joseph and Van Buren Counties.**

### **I. Service Opportunity:**

The Michigan State Housing Development Authority ("Authority") is seeking existing FSS Contractors with direct FSS Case Management qualifications (defined as an agency who has been providing FSS case management services for at least the past two years) ("Bidder") to perform all required tasks for 28 FSS participant slots residing in Berrien (19 slots), Cass (2 slots), St. Joseph (2 slots) and Van Buren (5 slots) Counties. The Authority anticipates the effective date of the file transfer to be January 1, 2023.

### **II. Required Qualifications:**

The Authority can accept bids *only* from current FSS Contractors.

Following are the qualifications that the Authority believes are necessary for the successful performance and completion of the services. The Bidder must:

1. Have experience administering case management services to the authorities FSS participants.
2. Assign experienced personnel to perform the services or have personnel supervised by experienced staff.
3. Have phone, facsimile, internet, and e-mail access, which must be adequate to allow the selected Contractor to receive, download and upload data, files and attachments from Authority staff and all mandatory data programs used by the Division of Rental Assistance and Homeless Solutions.
4. Currently be under contract with the Authority to provide case management services to the authorities FSS participants.
5. Since the Bidder is an FSS contractor, it must have established satisfactory performance within the current contract. FSS Contractors with two or more Troubled performance ratings in 2021 and 2022 or will not be considered.



6. The Bidder must meet the following requirements and provide the appropriate documentation prior to execution of a contract or amendment with the Authority:
  - A. Be a Michigan entity (limited partnership, limited liability corporation, pro-profit corporation or non-profit corporation), authorized to do business in the State of Michigan. Provide organizational documents, including all certificates and amendments. For non-profits, provide evidence of 501(c)(3) status from the IRS. The Bidder will be required to submit the following forms based on the type of entity:
    - A foreign (non-Michigan) or domestic corporation or limited liability company must be licensed to do business in Michigan. The firm must submit a *Certificate of Good Standing* issued by the Department of Licensing and Regulatory Affairs that is dated no later than 30 days after the Authority's Selection of Bid. Provide address of registered agent or office.
    - A foreign (non-Michigan) or domestic limited partnership must be licensed to do business in Michigan. The firm must submit a *Certificate of Fact – Not Cancelled* issued by the Department of Licensing and Regulatory Affairs that is dated no later than 30 days after to the Authority's Selection of Bid. Provide address of registered agent or office.
7. The Bidder must continue agreement to satisfy the following requirements prior to the execution of a contract or amendment with the Authority:
  - A. 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:
    - 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 or amendment;
    - 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 or amendment;
    - 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 or amendment;



- 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;
  - 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;
  - 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.
- B.** Maintain and provide evidence, satisfactory to the Authority, of the following insurance coverage:
- Errors and Omissions Insurance for \$1,000,000 for each occurrence and \$1,000,000 annual aggregate; and
  - 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.



### III. **Submitting Bid:**

All bids must be in writing, on agency letterhead, and signed by an authorized signatory.

**BIDS DUE: November 11, 2022, by 5 pm Eastern time.** (Bids received at 5:01 pm are considered late and will not be considered further.)

**TO:** Submit one electronic copy (.pdf) of bid to [MSHDA-Procurement@michigan.gov](mailto:MSHDA-Procurement@michigan.gov).

**FORMAT:** Bidders must address the following:

1. How many FSS slots are you requesting and in what county or counties?  
*Note: The Authority will consider partial bids, but more points will be given for someone taking all available counties*
2. Do you have an established office in counties where the slots are available? If not, what do you propose to provide to meet the needs of local residents?
3. Briefly describe your experience administering the Authority's FSS Program, Include years of experience and description of qualifying experience.
4. How will you address emergency situations?
5. Does your Agency have experienced staff that can absorb additional case work, or what are your plans to meet the demands of the additional case load? Does your Agency have previous experience administering an increased caseload of this size?
6. Describe your existing relationship if any with the organizations in Berrien, Cass, St. Joseph and Van Buren Counties (e.g., Continuum of Care, Housing Assessment and Resource Agency, non-profit and Service Agencies).
7. Describe the competitive advantage that makes your Agency more efficient and successful in the delivery of the FSS Program.
8. What methods will you employ to ensure continuous excellent customer service to the FSS participants in Berrien, Cass, St. Joseph and Van Buren Counties.?

### IV. **Selection of Bid:**

Once the review and selection process are complete, Authority staff will notify agencies of the award of slots. (The Authority reserves the right to select multiple agencies, so the awarded number of slots may differ from that requested in the bid.)



V. **Payment:**

The selected Contractor(s) will receive the base-pay of **\$40 per month per active FSS participant. Agencies also have the opportunity to earn bonus pay when FSS participants achieve certain milestones.**

VI. **Michigan Freedom of Information Act**

All documents submitted to the Authority are subject to the Michigan Freedom of Information Act ("FOIA").

VII. **Contact:**

Questions concerning this Invitation to Bid may be directed to:

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