



REQUEST FOR PROPOSALS

DATE OF ISSUE: October 7, 2024

TO: Potential Providers of Services

RE: **Request for Proposals (“RFP”) for Service Providers to Current and Incoming Family Self-Sufficiency Participants**

Quick Reference

	Date	Time
Deadline to submit questions about this RFP:	October 14, 2024	4 PM Eastern (Detroit, MI)
Anticipated date Authority will post answers to questions:	October 18, 2024	
Proposal deadline:	October 24, 2024	4 PM Eastern (Detroit, MI)
Anticipated contract begin date:	January 1, 2025	

*A bidder’s proposal received at 4:00:01 p.m. Eastern is late and subject to disqualification.

I. Services Sought by Authority

The Michigan State Housing Development Authority (“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.

Michigan law allows for veterans preference only; however, women-owned, minority-owned, and small businesses authorized to conduct business in the State of Michigan are encouraged to submit proposals.

It is anticipated that a two-year contract may be awarded. At its discretion, the Authority may extend this Agreement for up to three one-year periods.

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
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Exhibit F	FSS Allocations by County	Informational

III. Overview

The Michigan State Housing Development Authority Rental Assistance and Homeless Solutions Division (“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 for a period of two years with three possible one-year extensions.

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. Scope of Work

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. Assist in the development of an Individual Training and Services Plan (ITSP) within 45 days of the contract start date, for each participating adult household member enrolled in the FSS Program.
3. Assist the participating adult household member(s) in completing HUD requirements and HUD certified counseling for successful completion of the FSS Program.
4. Administer grant funds to support identified goals in the ITSP for participants in good standing.
5. Respond to Authority staff within a reasonable timeframe.

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 Contract of Participation is effective the first of the month and ends on the last day of the month five years from the date of the first reexamination after the execution of the Contract.
- b. Participants may complete their contracts in less than five years if they achieve all their goals.
- c. If participants need more time to fully achieve their goals, they can request an extension of up to two years, for good cause, for a maximum of seven years in FSS.
- d. 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, and the original FSS Application (FSS-322).
- e. The selected independent contractor must contact the FSS participant to schedule the initial briefing.
- f. Contact should be made by phone and text, through email, through a letter by mail on their agency letterhead or with the Briefing Notice (FSS-1634).
- g. At least three separate contact attempts using various contact methods must be made.
- h. All contact attempts must be documented in case notes
- i. The initial briefing must be scheduled and conducted within 45 calendar days of

receiving the FSS participant's enrollment packet.

2. Conduct the initial briefing with the participant to:

- a. Thoroughly review the FSS Briefing Summary (FSS-145)
- b. Requirements for graduation:
 - i. Complete goals
 - ii. Be employed on last day of contract
 - iii. Be Temporary Aid to Needy Families (TANF) free on last day of contract
- c. Reasons for Termination
- d. Case Management and Wrap-around Services
- e. How the Escrow is determined
- f. Complete the following and upload to SharePoint:
 - i. Briefing Summary (FSS-145)
 - ii. Personal Needs Assessment (FSS-100) to help identify needs/goals
 - iii. Individual Training and Services Plan (FSS-325) or similar form
 - iv. Key to Own Program Participation Confirmation (HO- 204)
- g. 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.

3. Elite Data Entry

- a. Individual Training and Service Plan must be completed in Elite to capture current goals, date meeting was conducted, and follow up meeting date.
- b. FSS Addendum must be completed to including current services/needs, employment, education, and assistance.
- c. Case notes should be thorough and an accurate description of the engagement with participant.

4. 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:
- c. Evaluate the FSS participant's job marketability
- d. Connect FSS Participants to Workforce Development services
- e. Provide financial capability, rental, and homebuyer education workshops by a HUD certified counselor
- f. If employed, encourage methods of improving or advancing within their current career
- g. Provide constructive feedback for goal completion
- h. Client advocacy and technical assistance
- i. Explore problem solving methods
- j. Provide referrals to community resources
- k. Address barriers to self-sufficiency
- l. At a minimum, the selected independent contractor must meet with the FSS participant at least every 90 days.
- m. Meetings should ideally be face-to-face including in-person or virtually using online video conferencing, but at the participants request may also be held by phone, and through email or text.
- n. This tier system prioritizes types of contact:
 - i. Tier 1: In-person and virtually through online video conferencing
 - ii. Tier 2: Phone
 - iii. Tier 3: Email and text
 - iv. If meeting by phone, email, or text, the participant's request must be documented.
- o. Contractors should be creative and implement alternative ways to engage

participants including walk-in options and/or weekly virtual hours for participants to join and seek resources and guidance to complete their goals.

- p. The selected contractor should offer the participant the option to meet outside of traditional business hours including evenings and Saturday's, if requested.
- q. All meetings must be documented on the FSS Participant Contact Form (FSS-326) or similar that captures an overview of what was discussed, resources provided, and next steps for the participant and resource coordinator.
- r. A copy of the FSS Participant Contact Form (FSS-326) or similar must be provided to the participant and maintained in the FSS participant's file.
- s. The selected independent contractor must assess and update the FSS participant's progress during each meeting including updating data in Elite.
- t. If the FSS participant fails to meet the minimum contact requirement, the selected independent contractor will mail the FSS Program Notice of Intent to Terminate FSS Contract (FSS-96a) and allow 10 calendar days for the participant to respond.
- u. If the FSS participant does not respond within 10 calendar days, the FSS Participation Case Closure (FSS-96b) will be accurately completed and sent to the Authority's FSS staff to complete the termination process.
- v. The complete FSS file must be uploaded in checklist order to the selected contractors SharePoint folder.

5. FSS Program Contract Graduation

- a. 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 Contract of Participation end date. The following criteria must be met to consider graduation:
 - i. The FSS participant must be employed on the last day of their contract.
 - ii. The FSS household must be TANF free on the last day of their contract.
 - iii. All ITSP goals must be completed.
- b. Graduation is based on any of the following: the Contract of Participation End Date, whether the FSS Participant goes over income for the FSS and/or HCV Program, if the FSS Participant ports their HCV to another housing authority, or if they've completed all requirements of the program and are ready to complete the program.
- c. 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.
- d. FSS graduation is considered a positive exit to this voluntary program and may include the release of accrued FSS escrow funds.
- e. The selected contractor must meet with the FSS participant 60 calendar days prior to their graduation date to evaluate their final eligibility for graduation.
- f. The selected contractor must upload the complete participant file in checklist order to their agency SharePoint no later than the last day of the month of the expected graduation date.

6. 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 two years beyond the initial five-year contract end date. All requests for FSS Program Contract extensions must be submitted at least 60 calendar days prior 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. Circumstances beyond the control of the FSS family, such as a serious illness or involuntary loss of employment
 - ii. Active pursuit of a current or additional goal that will result in

- furtherance of self-sufficiency during the period of the extension
- b. The selected independent contractor must submit the following documentation to the Authority's FSS staff at least 60 calendar days prior of the initial FSS Program Contract end date to request an extension:
 - i. Extension Request form (FSS-34)
 - ii. A written statement from the FSS participant on what goals have been achieved while in the FSS Program, why the FSS Program Contract extension should be granted, and what steps will be taken to work towards accomplishing the goals
 - iii. A written statement from the contractor on why the FSS Program Contract extension is professionally supported and should be granted

7. FSS Program Contract Terminations

- a. Termination of the FSS Program Contract can happen for several reasons including:
 - i. The FSS Participant withdraws from the FSS Program
 - ii. The FSS Participant is no longer an HCV Program Participant:
 - For HCV Violations, FSS Participants will automatically be terminated from the FSS Program and will forfeit any accumulated escrow
 - If a FSS Participant leaves the HCV Program in good standing, they will be evaluated for the FSS Program Graduation
 - iii. If the FSS participant's household will not be TANF free or the FSS participant is not employed by the last day of the contract, the participant must be terminated or a request for an FSS Program Contract extension must be submitted to the Authority's FSS staff at least 60 days prior to the contract end date.
 - iv. If the FSS participant is not making progress on their personal goals outlined within the ITSP, the FSS participant along with the contractor must complete a re-evaluation of their goals and make any necessary updates to ensure the participants success or determine if termination of the contract is the best option.
 - v. If the FSS participant fails to meet the minimum contact requirement of at least every 90 days, the selected independent contractor will mail the FSS Program Notice of Intent to Terminate FSS Contract (FSS-96a) and allow 10 calendar days for the participant to respond.
 - vi. If the FSS participant does not respond within 10 calendar days, the FSS Participation Case Closure (FSS-96b) will be accurately completed and sent to the Authority's FSS staff to complete the termination process.
 - vii. If the FSS Participant acts in a manner inconsistent with the purpose of the program.
 - viii. The complete FSS file must be uploaded in checklist order to the selected contractors SharePoint folder.

8. Termination with Escrow Disbursement

- a. FSS Participant may be terminated with escrow disbursement if: services are not available to advance the family toward self-sufficiency, if they become permanently disabled and unable to work for the remainder of the contract, or if they port to another PHA that does not offer an FSS Program or if they are not accepting new participants.

9. Key to Own Homeownership Program

- a. The selected independent contractor will encourage homeownership as an ITSP goal and promote enrollment 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).
- c. If homeownership is an ITSP goal, the selected independent contractor will work closely with the FSS Participant to determine the appropriate interim goals to prepare them for a mortgage pre-approval.

10. Administration of Grant Funds

- a. The Authority will use forfeited escrow accounts to support FSS participants in good standing and who have participated in the initial 12 months of the Contract of Participation (CoP) and to support FSS Resource Coordinator training.
- b. The selected contractor will submit verification of expenses to request reimbursement of funds through the Authority's IGX System at least quarterly.

11. Ongoing Training and Certification

- a. All FSS Resource Coordinators are required to attend annual training that enhances skills, increases knowledge needed to successfully perform their responsibilities, and build confidence to effectively serve the participants.
- b. Training can include trauma informed care, workforce development, motivational interviewing, and certifications including housing counseling, financial capability, rental, and homeownership education.

12. Required Attendance and Presentation at Community Meetings

- a. The selected contractor will attend resource coordination meetings/events, including the Continuum of Care, for each county they represent at least quarterly.
- b. The selected contractor will present information on the FSS Program at least two times per year.
- c. Proof of attendance and presentation must be provided to the Authority's FSS staff. Meeting agendas are accepted proof of attendance and presentation.

C. Performance Measures

1. **Overview:** The Authority will measure the Selected Independent Contractor's performance of the activities described in the Scope of Work based on the following performance measures:
 - a. Case Evaluation
 - b. Graduation Rate
 - c. Rate of Increasing Participant Earnings
 - d. Customer Service
 - e. Outreach and Collaboration
2. **During Performance Reviews,** the Authority FSS Staff will review participant files, data entry in the Elite system, assess the graduation rate, and the rate of increasing participant earned income, as well as satisfactory customer service.

Quarterly Review includes:	Annual Review includes:
Case Evaluation	Case Evaluation
Graduation Rate	Graduation Rate
Rate of Increasing Participant Earnings	Rate of Increasing Participant Earnings
	Customer Service
	Outreach and Collaboration

- a. The Authority FSS Staff reserves the right to conduct more reviews as needed.
- b. Contractor Rating:

- i. Measurement is based on a 3-point scale
 - Meets Expectations = 3
 - Needs Improvement = 2
 - Does Not Meet Performance Expectations = 1
- ii. Each measure will be scored individually and then totaled for an overall Contractor Rating. Deficiencies will be reviewed for scores less than Meets Expectations.

Quarterly Review	7 – 9 points = Meets Expectations
	5 – 6 points = Needs Improvement
	0 – 4 points = Does Not Meet Performance Expectations
Annual Review	12 – 15 points = Meets Expectations
	9 – 11 points = Needs Improvement
	0 – 8 points = Does Not Meet Performance Expectations

3. Case Evaluation: Case evaluations will consist of a review of the complete file, date entry in Elite, and timely file submissions. Case Evaluation's will be ongoing each month and during the annual performance review.

- a. Files submissions will be reviewed monthly to ensure:
 - i. Completeness and presence of required documents
 - ii. Case notes are thorough, and describe and document participant engagement at least every 90 days
 - iii. FSS Addendum and ITSP is current
 - Timely submission of files. Files must be uploaded to SharePoint at least 30 days prior to the last day of the participant's contract, or by the deadline given if for a file review.
 - The file will be considered incomplete if the required documentation is not included, if regular participant engagement is not conducted, if data entry is incomplete, and if the file is not submitted on time.
- b. The rating will be determined by the following criteria:
 - 80 – 100% of files that pass = 3 Meets Expectations
 - 60 – 79.99% of files that pass = 2 Needs Improvement
 - 0 – 59.99% of files that pass = 1 Does not meet Performance Expectations

4. Graduation Rate: Each quarter, the Authority FSS staff will review the percentage of graduations submitted. Graduations should be at a rate no less than 42% of exits.

- a. The rating will be determined by the following criteria:
 - 42 – 100 % of exited participants graduate = 3 Meets Expectations
 - 31 – 41.99% of exited participants graduate = 2 Needs Improvement
 - 0 – 30.99% of exited participants graduate = 1 Does Not Meet Performance Expectations

5. Participant Earnings: Each quarter, Authority FSS staff will review the increase of participant earnings. Increasing Earnings should average at least \$5,510 or greater for all participants served.

- a. The rating will be determined by the following criteria:
 - \$5,510 or higher increase of earned income = 3 Meets Expectations
 - \$2,623 - \$5,509 increase of earned income = 2 Needs Improvement
 - \$0 – \$2,622 increase of earned income = 1 Does Not Meet Performance Expectations

6. Customer Service: Customer service will be reviewed annually through an Authority

administered participant survey. Survey's will be electronically delivered to all participants served in the last 12 months to provide feedback about their experience in the program.

- a. The rating will be determined by the following criteria:
 - 80 – 100% Participant Satisfaction = 3 Meets Expectations
 - 60 – 79.99% Participant Satisfaction = 2 Needs Improvement
 - 0 – 59.99% Participant Satisfaction = 1 Does Not Meet Performance Expectations

7. Outreach and Collaboration: It is required that the selected independent contractor attend community events including the local Continuum of Care (CoC) for each county they represent.

- a. The selected contractor will present information on the FSS Program at least two times per year.
- b. Proof of attendance and presentation must be provided to the Authority's FSS staff. Meeting agendas are accepted proof of attendance and presentation.
- c. The rating will be determined by the following criteria:
 - Met the requirements = 3 Meets Expectations
 - Partially met the requirements = 2 Needs Improvement
 - Did not meet the requirements = 1 Does Not Meet Performance Expectations

8. Deficiencies: If two consecutive reviews result in a contractor rating of Does Not Meet Performance Expectations, a Correction Action Plan will be required.

- a. The Contractor will be given the specific standard that the contractor is deficient in and what expectations the Authority has for meeting expectations for that standard. The selected contractor must provide the following to the Authority:
 - i. Specific steps that will be taken to correct the deficiencies.
 - ii. The time frame adhered to and when the selected contractor expects the deficiencies to be rectified.
 - iii. Identify specific staff that will be responsible for rectifying the deficiencies.
- b. No more than one Corrective Action Plan will be executed during a twelve (12) month period during the term of an awarded agreement.
- c. Failure to meet the terms outlined in the Corrective Action Plan may result in a material breach of an awarded agreement. If a breach of contract is established, any advanced grant funds will be recaptured.

**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-Authority 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

- To ensure a fair and impartial process, the Authority’s Procurement Office will *only* address on time and properly submitted questions.
- Phone calls involving the RFP or related questions will not be accepted. Firms submitting bids shall not contact any Board members or Authority staff.
- All questions and answers related to this RFP will be supplied to Bidders that submitted questions, and/or to organizations providing the Procurement Office with notification of intent to submit a proposal.

A. Due Date. Submit all questions regarding the RFP via email by **October 14, 2024 at 4 p.m.** Eastern Time (Detroit). Submissions received at 4:00:01 p.m. Eastern is late and subject to disqualification.

Responses to properly submitted questions will be posted on or around October 21, 2024. The Authority will hold no other question sessions or bidder’s conferences.

B. Delivery of Proposal. Address questions using the subject line **RFP – FSS Case Management** to:

MSHDA-Procurement@michigan.gov

Confirmation of Delivery. The Procurement Office will verify receipt of email and questions 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.

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 24, 2024, at 4 p.m.** Eastern Time (Detroit). Submissions received at 4:00:01 p.m. Eastern is late and subject to disqualification.

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	35 Points
4.	Capacity	15 Points
5.	Additional Services Provided	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 (CoC) and Housing Assessment and Resource Agency (HARA). The organization has experience working with the FSS program(s). The organization is a HUD Certified Local Housing Counseling Agency (LHCA) or has a contractual agreement with a LHCA. The organization has ongoing training plans for staff that ensure employees have the skills needed to effectively perform their responsibilities.

Overall Quality of Program Services (35 points)

A clear description of the organizations processes to successfully manage the FSS program must be included. The narrative clearly states how the participants will be engaged including wrap-around services and other resources provided. The narrative should also include how the participants will be monitored and that there is consistent and ongoing follow-up.

Capacity (15 Points)

Staff and organization capacity is clearly explained and supported. Staffing ratios should not exceed 125 participants per staff member.

Additional Services Provided (15 points)

Organization brings other supportive services to this project. e.g. HUD Certified Housing Counseling and Education, Workforce Development, Utility Assistance, and Childcare. Supportive services are clearly defined and accessible for participants.

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 may take up to four weeks after the closing date for submitting proposals. The Authority anticipates notifying the selected contractor on or

about November 08, 2024 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-see 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.

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**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 J 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.** Not required for this RFP.
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 wish to provide service to part of a county, please indicate what specific zip codes you intend to cover in that county.

2. In the counties identified, describe your plan to deliver services to FSS participants including:

a. to address calls and emergencies

b. A list of additional staff to be hired (if any)

c. Caseload to staff ratios (maximum is 125 participants per one full-time FSS Resource Coordinator)

d. 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. If 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 in order 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 rate of pay for an awarded contract is fixed at \$50.00 per month per active FSS participant assigned to selected contractor.**
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, 2026.

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

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

**PROJECT PERSONNEL
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”) 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 the Authority 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 Authority 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 fireproof 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.
- 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 Authority's 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.

SECURITY AGREEMENT

The Contractor shall comply with the security requirements outlined within Exhibit E. The Authority reserves the right to inspect files and electronic information for the purpose of confirming the adequacy of the Contractor's security practices. The Contractor agrees to respond to Authority requirements concerning the security plan to the Authority's reasonable satisfaction. The Contractor shall complete and submit to the Authority the Security Requirements Plan attached and incorporated into this Agreement as Exhibit E upon execution of this Agreement.

The Contractor understands that failure to comply with the security requirements outlined in Exhibit E will be considered a material breach of this Agreement. Further, the Contractor understands that failing to promptly notify the Authority of a security breach will also be considered a material breach of this Agreement.

As the Authorized Signatory for the Contractor, I have read and understand the security requirements outlined in Exhibit E. The Contractor understands and agrees to comply with all contents found within Exhibit E. The Contractor understands that failure to comply with the security requirements outlined in Exhibit E will be considered a material breach of this Agreement. Further, the Contractor understands that failing to notify the Authority of a security breach will also be considered a material breach of this Agreement.

«CompanyName»

By: _____
«Signatory»

Its: _____
«SignerTitle»

Date: _____

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

**EXHIBIT F
FSS ALLOCATIONS BY COUNTY**

County	Current Allocation
Alcona	1
Alger	1
Allegan	17
Alpena	12
Antrim	1
Arenac	1
Baraga	1
Barry	3
Bay	14
Benzie	1
Berrien	21
Branch	4
Calhoun	19
Cass	2
Charlevoix	2
Cheboygan	2
Chippewa	5
Clare	3
Clinton	6
Crawford	1
Delta	9
Dickinson	7
Eaton	7
Emmet	3
Genesee	83
Gladwin	2
Gogebic	3
Grand Traverse	9
Gratiot	2
Hillsdale	2
Houghton	8
Huron	2
Ingham	91
Ionia	4
Iosco	6
Iron	1
Isabella	13
Jackson	20
Kalamazoo	92
Kalkaska	1
Kent	113
Keweenaw	1
Lake	1
Lapeer	16
Leelanau	1
Lenawee	11

Livingston	14
Luce	1
Mackinac	1
Macomb	99
Manistee	2
Marquette	16
Mason	4
Mecosta	6
Menominee	4
Midland	18
Missaukee	2
Monroe	27
Montcalm	4
Montmorency	1
Muskegon	65
Newaygo	5
Oakland	141
Oceana	4
Ogemaw	3
Ontonagon	1
Osceola	2
Oscoda	1
Otsego	4
Ottawa	31
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	115
Wayne	394
Wexford	5
TOTAL	1,700