



**GENESEE COUNTY PURCHASING**  
A Division of the Genesee County Controller's Office  
COUNTY ADMINISTRATION BLDG  
1101 BEACH STREET, ROOM 361,  
FLINT, MICHIGAN 48502  
Phone: (810) 257-3030 Fax (810)257-3560

March 26, 2019

**GENESEE COUNTY REQUEST FOR PROPOSALS #19-175**

Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, April 25, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for each of the following services as required by the Genesee County Office of Senior Services:

- **CONGREGATE MEALS SERVICES**
- **HOME DELIVERED MEALS SERVICES**

Genesee County is seeking a provider for **CONGREGATE MEALS AND/OR HOME DELIVERED MEALS SERVICE PROVIDER(S)** to conduct a Program of coordinated, collaborative services with a focus on responsible use of limited resources. Contractors may present a proposal for one or both services (two separate proposals).

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

**DUE DATE: 3:00 p.m. (EDT), Thursday, April 25, 2019**  
**SUBMISSION OF QUESTIONS DUE: 12:00 p.m. (EDT), Monday, April 8, 2019**  
**PROPOSAL REQUEST NUMBER: #19-175**

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Derrick Jones, Purchasing Administrator

bid2\2019\19-175  
Attachments

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# RFP #19-175 CONGREGATE MEALS AND/OR HOME DELIVERED MEALS SERVICES

## SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, April 25, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.
3. **A separate proposal must be submitted for each Scope of Service to which the proposer wishes to respond.** Each proposal submitted must consist of one (1) original, clearly marked as such, and two (2) additional hard copies of your proposal. In addition, each proposal submitted must consist of one (1) copy in electronic format on a CD, or USB flash drive, formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. The original must include on the Signature Page an original signature of the person authorized to make a binding offer. All proposals become the property of Genesee County. The County will not photocopy your proposal documents for the purpose of complying with the requirement of duplicate copies. Failure to provide separate proposals for each Scope of Service offered by the proposer and/or the required number of duplicate copies may result in rejection of your proposal.
4. Michigan Inter-governmental Trade Network— an alternate review of the RFP Congregate Meals and/or Home Delivered Meals can be done at:  
<http://www.bidnetdirect.com/mitn>
  - a. Genesee County has partnered with BidNet as part of the [Michigan Inter-governmental Trade Network](#) (MITN) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](#) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.
5. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.

6. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
7. The County's Standard Proposed Contract is attached to this RFP (Attachment #5). After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.
8. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

9. Proposal Format: Proposals must be submitted in the format outlined in SECTION 8 – INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

## **SECTION 2 - STANDARD TERMS & CONDITIONS**

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link:  
<http://www.gc4me.com/Std%20T%20%20C%20%20SECTION%202016.pdf>

## **SECTION 3 - ADDITIONAL TERMS & CONDITIONS**

1. **Purpose**: Through this RFP, Genesee County ("the County") is soliciting proposals from qualified firms who can provide meals services as defined in the Scope of Work for the Genesee County Office of Senior Services ("GCROSS"). This RFP provides qualified firms with information to enable them to prepare and submit proposals for consideration by Genesee County ("the County"), for all required services referenced in "SECTION 6 – PROJECT INFORMATION AND SCOPE OF WORK."
2. **Issuing Office**: This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Office of Senior Services (GCROSS). The contact person is Derrick Jones, Purchasing Administrator, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3560 and [djones@co.genesee.mi.us](mailto:djones@co.genesee.mi.us). Email is the preferred method of contact.

3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Monday, April 8, 2019 by 12:00 p.m. (EDT)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County no later than April 12, 2019.
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Proposal Considerations:** All costs incurred in the preparation of a response to this RFP or any costs prior to approval of the contract by Genesee County and formal notification to the selected proposer will be the responsibility of the respondent, and will not be reimbursed by Genesee County. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP.
6. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 8, **INFORMATION REQUIRED FROM PROPOSERS**. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.
7. **Proposal Modifications:** Clarifications, modifications, or amendments to any Proposal that has been submitted, but prior to the Proposal Opening Date, may be made only within the discretion and written approval of the Purchasing Manager.
8. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.
9. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
10. **Right To Reject:** Genesee County reserves the right to reject any and all proposals received in response to this RFP.
11. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than Monday, April 22, 2019 by 12:00 p.m. (EDT) to the Genesee County Purchasing Department as listed above.

12. **Errors, Omissions, And Discrepancies:** If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting a proposal or it shall be waived.
13. **Clarification of Proposals:** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors may be required to make a presentation of their proposal; this opportunity would provide the proposer the ability to clarify its proposal to ensure mutual understanding of the services to be provided. Clarification of proposals is solely at the discretion of Genesee County and the County will schedule presentations/interviews if necessary within the discretion and written approval of the Purchasing Director.

During the aforementioned procedures, neither the names of any of the offerors nor the contents of any proposal will be disclosed until the completion of negotiations and revisions of proposals.

14. **Best and Final Offers:** Discussions may be undertaken with those proposers whose proposal, based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their proposals for the purpose of obtaining best and final offers.

During the aforementioned procedures, neither the names of any of the proposers nor the contents of any proposal will be disclosed until the completion of negotiations and revision of proposals (Best and Final Offers).

The contract that may be entered into will be awarded based on the proposal response and, where applicable, the Best and Final Offer that is the most advantageous to Genesee County, per the evaluation criteria included in this RFP.

15. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the proposal regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
16. **Solicitation and Identification:** No paid or volunteer staff person of any Program or Service Provider shall be allowed to solicit contributions from program participants, offer for sale any type of merchandise or service, or seek to encourage the acceptance of any belief or philosophy or proselytize any beliefs to program participants. This prohibition shall not be construed to interfere with a senior service center undertaking a campaign for support contributions through the mail, nor does it prohibit the placement in a senior center of a collection box in a neutral location (i.e., not in the meal serving area) on the facility site as long as it is clear that the provision

of any facility service is not dependent on the senior individual making a donation. Each paid or volunteer staff person of any Program or Service Provider, who enters a senior person's residence, shall display proper identification, inclusive of but not limited to: a valid Michigan Driver's License; an agency picture identification, or some other form of agency identification.

17. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.
18. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel, employees, and servants perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose any liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.
19. **Subcontracts:** The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this contract. The Contractor shall be responsible for the performance of all subcontractors.
20. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
21. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.
22. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
23. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.
24. **News Release:** News releases pertaining to this RFP or the services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No information regarding the procurement and services shall be released without prior approval of the contract administrator.

## SECTION 4 - QUALIFICATIONS OF PROPOSERS

In order to qualify for award, a proposer shall have the capability in all respects to perform the work and the integrity and reliability, which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all procurement requirements.

No proposal will be considered from any proposer unless known to be skilled and regularly engaged in work of a character similar to that covered by the solicitation documents.

At a minimum, the following requirements are necessary for consideration of contract award:

1. Submit a Complete & Responsive Proposal in the Required Format as listed in **Section 8** of this RFP.
2. Demonstrated Financial Stability of Proposer
3. Possess Documented Licensing and Other Qualifications as indicated in **Section 8**
4. Must offer trained staff that is supervised by a professionally qualified person
5. **CONGREGATE MEALS AND/OR HOME DELIVERED MEALS SERVICE PROVIDER(S)** must have the minimum capacity to provide Congregate Meal Service up to five times per week and must have the minimum capacity to provide Home Delivered Meal Service seven days a week, with delivery of meals at least five days a week, and two meals per day (three meals if client is receiving a liquid nutritional supplement).
6. Qualifications of the company/employees performing the services:
  - Contractor agrees that paid staff or volunteers with access to personal information of the senior clients or that have personal contact with the senior clients must have a satisfactory criminal background check. They must:
    - Not have a felony conviction in this state or elsewhere within the last 10 years.
    - Not have a felony charge pending in this state or elsewhere.
    - Not have a misdemeanor conviction in this state or elsewhere within the last 10 years involving theft, assault, battery, or drug related crimes.
    - Not have a misdemeanor charge pending in this state or elsewhere involving theft, assault, battery, or drug related crimes.
  - Contractor agrees to only employ staff that have had a negative tuberculosis test at the time of hire.

If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County shall not consider its proposal for award.

## SECTION 5 - PROJECT OVERVIEW

Genesee County has adopted a Plan for utilizing the funding generated by the Senior Services Millage initially passed by Genesee County voters in 2006 and renewed in 2014. The Plan provides for a Senior Citizen Services Program, under which priority services and programs are contracted for by Genesee County through a competitive Request For Proposals (RFP) process, for the purpose of providing direct benefit to Genesee County



residents who have reached the age of 60 years and older. All services contracted for by Genesee County will be made available to, and provided for, eligible seniors residing within Genesee County, without any fee differential that would be dependent upon the Genesee County local governmental unit within which each person resides.

Each Program of Services resulting from this RFP shall display: the Genesee County logo; a statement of Equal Opportunity and non-discrimination in regards to services offered to all Genesee County Senior residents; Genesee County Board of Commissioners contact information; and the name of the Program Director at each Service Providers' site for all Services assisted with Genesee County Senior Citizen Services Program funds.

Responsive proposals received in this RFP process will be reviewed and considered by an Evaluation Committee. Selection for final award will be approved solely by the Genesee County Board of Commissioners. Genesee County will provide oversight, administration, and monitoring of all contracted agency performance. Genesee County Office of Senior Services (GCOSS) will be responsible for implementing a process to reimburse all contractors on a monthly basis, for their performance on all contractual Agreements under this Program of services, unless a satisfactory alternative payment schedule is proposed by the respondent to this RFP.

## **SECTION 6 – PROJECT INFORMATION AND SCOPE OF WORK**

Genesee County is seeking **CONGREGATE MEALS AND/OR HOME DELIVERED MEALS SERVICE PROVIDER(S)** to conduct a program of coordinated, collaborative services with a focus on responsible use of limited resources. Services are to provide nutritious meals to senior individuals, aged 60 years and older whose residences are located throughout Genesee County. For the purposes of this RFP, **CONGREGATE MEALS** are the provision of nutritious meals in a public setting to senior individuals aged 60 years and older who reside within Genesee County.

For the purposes of this RFP, **HOME DELIVERED MEALS** consist of the provision and delivery of nutritious meals to homebound senior persons aged 60 years and older whose residences are located throughout Genesee County's 639 square miles of land area. **Genesee County welcomes innovative and unique strategies from proposers.**

The contracted **CONGREGATE MEALS AND/OR HOME DELIVERED MEALS SERVICE PROVIDER(S)** will be utilized to maintain the number of senior citizens currently receiving nutritious meals in Genesee County. The contracted Service Provider(s) must have the capacity to provide one nutritious meal per day to senior individuals in a congregate setting and/or two meals delivered daily to seniors' homes. Each meal must meet the Dietary Reference Intakes (DRI) and Recommended Dietary Allowance (RDA) for Older Adults as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. Meals must be prepared at a food service establishment appropriately licensed by the Genesee County Health Department and provided in accordance with all Federal, State, and Local requirements.

### **Statistics**

**CONGREGATE MEALS** shall be available a minimum of **three days per week** (most Congregate Meal sites receive meals five days per week) with a minimum of **10 persons per meal**. There are currently 19 congregate meal sites located throughout Genesee County.

**For the 12 month period ending September 30, 2018:**

- An average of 332 seniors were served congregate meals in Genesee County on a daily basis, Monday through Friday
- Approximately 1,218 Genesee County seniors utilized the Congregate Meal Program during the 12 month period
- A total of 82,557 Congregate Meals were served in Genesee County
- The Senior Millage paid for 28,103 (34%) of the Congregate Meals that were served in Genesee County during this 12 month period or 113 daily Congregate Meals
- The Senior Millage paid for approximately 1,897 Kosher/Indian Congregate Meals during this 12 month period

**Funding**

The maximum amount of annual funding that is expected to be available for Congregate Meal Services in FY 2019 – 2020 is **\$265,893.00**. Currently these funds are used as follows: up to \$164,692.00 for regular Congregate Meals, up to \$85,176.00 for Kosher/Indian Congregate & Home Delivered Meals and up to \$16,025.00 for the delivery of Kosher Home Delivered Meals.

**Length of Contract:**

This RFP will offer a one year contract, beginning on October 1, 2019 (the start of the County's fiscal year). There will be the option of two (2) one year contract renewals, by mutual agreement between the County and successful vendor.

**Delivery Unit**

**One Delivery Unit equals One Meal Prepared and Served to One Eligible Individual**

**Statistics**

**HOME DELIVERED MEALS** shall be available to a senior person seven (7) days each week, with delivery to occur a minimum of at least five (5) days per week.

For the 12 month period ending September 30, 2018:

- Approximately 921 Genesee County seniors utilized Senior Millage funded Home Delivered Meals at some point during this 12 month period.
- The Senior Millage paid for 265,903 (42%) of the Home Delivered Meals that were served in Genesee County during this 12 month period
- As of February 1, 2019, there are approximately 542 Genesee County seniors currently utilizing Senior Millage funded Home Delivered Meals
- The Senior Millage paid for approximately 4,845 Kosher/Indian Home Delivered Meals during this 12 month period
- As of February 1, 2019, there are approximately 111 Genesee County residents age 60 and older who are on a wait list for Home Delivered Meal Services.

**Funding**

The maximum amount of annual funding that is expected to be available for Home Delivered Meal Services in FY 2019 – 2020 is **\$1,164,203.00**.

**Length of Contract**

This RFP will offer a one year contract beginning on October 1, 2019 (the start of the County's fiscal year). There will be the option of two (2) one year contract renewals with this RFP.

## **One Delivery Unit equals One Meal Prepared and Served to One Eligible Individual**

The contracted Service Provider(s) will provide experience and expertise to determine the most effective and appropriate strategies to implement this comprehensive program of services by utilizing an approach that effectively combines **CONGREGATE MEALS AND/OR HOME DELIVERED MEALS** Services delivery with referrals to and from other Senior Service Providers including but not limited to: the Alzheimer's Association (the County's Case Management Contractor) and the Valley Area Agency on Aging (VAAA) (the County's Intake and Referral Contractor) as appropriate.

### **A. TARGET POPULATION:**

**CONGREGATE MEALS SERVICE PROVIDER(S)** shall service eligible persons aged 60 years and older, and the spouse of such senior persons, regardless of the spouse's age, who currently reside in Genesee County, who are in need of nutrition and human services for the purpose of enhancing quality of life for those senior individuals.

**HOME DELIVERED MEALS SERVICE PROVIDER(S)** shall service eligible persons aged 60 years and older, and where applicable, a resident spouse, who is aged 60 years of age or older, currently residing in Genesee County, who are in need of nutrition and human services for the purpose of enhancing quality of life for those senior individuals

### **B. SCOPE OF SERVICES:**

#### **1. CONGREGATE MEALS:**

For the purposes of this proposal, **CONGREGATE MEALS** Service Provider(s) shall be responsible for preparing, providing and serving meals to any Genesee County resident, aged 60 years and older (and/or the spouse of the senior, regardless of the spouse's age) at a public meal program at any participating site, with a minimum of one-day advance notice of attendance. If a person requests a home delivered meal, the **CONGREGATE MEALS SERVICE PROVIDER(S)** shall refer that individual to the INTAKE AND REFERRAL Service Provider for an assessment of the person's needs. If the person is found not eligible for home delivered meals, he/she will be invited to attend a congregate meal site. The person may also be assisted with transportation to and from the location of the congregate meal.

The successful Service Provider(s) will utilize uniform intake procedures and maintain consistent records. The contracted Service Provider(s) shall maintain electronic data recordkeeping systems, that permit evaluation and reporting on its operational and programmatic performance, and which will adhere to the Minimum Standards and General Nutrition Requirements as set forth and as referenced in this RFP as **ATTACHMENTS 1, 3, and 4**. The contracted service provider(s) shall maintain a record of all meals served each day, for the duration of the contractual agreement.

Service Provider(s) will include the following statement in or on all printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc. which are funded in whole or in part with Senior Millage dollars: "This program and/or service is fully or partially funded by Genesee County Senior Millage funds. Your tax dollars are at work."

Service Provider(s) will include a cost sharing component, which consists of donations and fees for services, where allowable and feasible. If not feasible, Service Provider(s) will include a statement explaining why cost sharing is not deemed feasible.

Following is a listing of services to be performed under the **CONGREGATE MEALS** Program of Services:

- 1) Maintain consistent, confidential, accurate, and systematic recordkeeping and reporting capabilities. All providers must have the capacity to maintain records of all activities under this RFP, including, but not limited to:
  - a) Verification and maintenance of records of clients receiving meals.
  - b) Documentation of all meals prepared and served on a daily basis.
- 2) Develop and Implement Policies and Procedures for system of referrals.
- 3) Survey and document client satisfaction with the **CONGREGATE MEALS** Services.
- 4) Preparation of **CONGREGATE MEALS** in a facility appropriately licensed by the Department of Public Health as a food service establishment and consistent with Federal, State, and Local requirements.
- 5) Meals provided must meet the minimum standards of the Michigan Office of Services to the Aging (OSA), to include meeting the Dietary Reference Intakes (DRI) and Recommended Dietary Allowance (RDA) for Older Adults as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. (**ATTACHMENT 4**).
- 6) Meals must be prepared to publicly serve a group, of a minimum of **ten (10)** eligible seniors (and/or their spouse regardless of age).
- 7) Providers must have the capacity to provide one **(1) nutritious** meal per day, per eligible senior (and/or their spouse regardless of age) for each group, for a minimum of **five (5)** days per each week.
- 8) Providers must have the ability to schedule and plan for a one-day advance notice of attendance at each congregate meals site in order to ensure that a sufficient number of meals are made available.
- 9) Providers must verify and maintain records of senior clients receiving meals.
- 10) Providers must utilize the professional services of a Registered Dietitian or an individual who is dietitian-registration eligible to review, develop, and/or certify menus.
- 11) Providers shall use standardized portion control procedures to ensure that each meal is uniform and satisfies meal pattern requirements.
- 12) Provider(s) shall provide menus that demonstrate a variety of nutritious meal types, which cycle a minimum duration of every four (4) weeks.
- 13) Providers must be able to make food containers and eating utensils available for participants who are blind or otherwise disabled or impaired.
- 14) Providers must be able to offer (or subcontract services) vegetarian meals, and meals prepared according to religious dietary restrictions.
- 15) Providers may utilize contributed foodstuffs, including fresh products, only if they meet the same Minimum Standards of quality, sanitation, and safety as applies to foodstuffs purchased from commercial sources.
- 16) Service provider(s) are encouraged to utilize volunteers, as feasible, in program operations.
- 17) Service provider(s) must implement ethics policies inclusive of clauses regarding probation of solicitation and/or proselytization policies; and that demonstrate consistency with the Older Michiganians Act (P.A. 180 of 1981).

- 18) Service provider(s) must develop and implement an Emergency Preparedness Plan (inclusive of inclement weather; natural disaster; medical emergencies).
- 19) Service provider(s) must develop and maintain Volunteer Policies.
- 20) Providers must be able to document that a **CONGREGATE MEAL** site is operated within an accessible facility (as referenced in **ATTACHMENT 1**).
- 21) Service provider(s) must require medical tests for tuberculosis upon hire, for all paid staff and volunteer workers who will have in-person contact with senior citizens.
- 22) Provider(s) must conduct annual State of Michigan and Federal Bureau of Investigation (FBI) Criminal Background Checks for all paid staff and volunteer workers with access to the senior clients' personal information
- 23) Service provider(s) must maintain confidentiality procedures in accordance with the Privacy Act of 1974 and the Health Insurance Portability Accountability Act (HIPAA) of 1996.
- 24) Provider(s) must provide monthly reports to Genesee County.

## **2. HOME DELIVERED MEALS:**

For the purposes of this RFP, the successful Service provider must have the capacity to provide two (2) meals per day (and a liquid nutritional supplement which counts as an additional meal) to eligible, homebound seniors, which together meet the Dietary Reference Intakes (DRI) and Recommended Dietary Allowance (RDA) for Older Adults as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. Meals must be prepared at a food service establishment appropriately licensed by the Genesee County Health Department consistent with all Federal, State, and Local requirements. Meals shall be available seven (7) days per each week, with delivery of such to occur a minimum of five (5) days per week, with up to three (3) meals to be delivered each weekday. The contracted service provider must also be able to deliver meals that meet DRI and RDA for weekend consumption. Successful Service Provider(s) must offer the ability to make decisive referrals and conduct a systematic recordkeeping and reporting to the CASE MANAGEMENT and REFERRAL Service Provider assigned to a senior person who is a recipient of HOME DELIVERED MEALS.

For the purposes of this proposal, an eligible, homebound senior is a person who has reached the age of 60 years and older, residing within the geographic boundaries of Genesee County and one or more of the following:

1. Unable to obtain food or prepare complete meals; or
2. Living in a residence with no adult who is able and willing to prepare meals for the senior;
3. A person who has no paid caregiver who is able and willing to prepare meals for the senior;
4. A person who has the ability to feed him/herself;
5. A person who is unable to participate in a congregate meal being offered at a nearby congregate meals site;
6. A person who is able to contact the **HOME DELIVERED MEALS** Service Provider when an absence from home is unavoidable.

The successful Service Provider(s) will utilize uniform intake procedures and maintain consistent records. The contracted service provider shall maintain electronic data recordkeeping systems, that permit evaluation and reporting on its operation and programmatic performance, and which will adhere to the Minimum

Standards and General Requirements as set forth and as referenced in this RFP as **ATTACHMENTS 2 through 4**. The contracted Service Provider(s) shall maintain a record of all meals served each day for the duration of the contractual agreement.

Service Provider(s) will include the following statement in all printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc. which are funded in whole or in part with Senior Millage dollars: "This program and/or service is fully or partially funded by Genesee County Senior Millage funds. Your tax dollars are at work."

Service Provider(s) will include a cost sharing component, which consists of donations and fees for services, where allowable and feasible. If not feasible, Service Provider(s) will include a statement explaining why cost sharing is not deemed feasible.

Following is a listing of services to be performed under this Program of Services:

- 1) Service provider(s) must maintain consistent, confidential, accurate, and systematic recordkeeping and reporting capabilities. All providers must have the capacity to maintain records of all activities under this RFP, including, but not limited to:
  - a. Verification and maintenance of records of clients receiving meals.
  - b. Documentation of all meals delivered on a daily basis.
  - c. Documentation of all meals not delivered on a daily basis.
- 2) Provider(s) must develop and maintain written policies and procedures to address any situation during which a senior citizen does not respond upon delivery of a **HOME DELIVERED MEALS** at that person's residence.
- 3) Provider(s) must document Physician's prescriptions/orders for modified dietary meals, including liquid supplements.
- 4) Provider(s) must develop and implement Policies and Procedures for System of Referrals.
- 5) Provider(s) must maintain a comprehensive system of making and accepting referrals to and from the INTAKE AND REFERRAL, CASE MANAGEMENT, **HOME DELIVERED MEALS**; and/or CONGREGATE MEALS Service Provider(s).
- 6) Provider(s) must document all contacts and record outcomes.
- 7) Provider(s) must survey and document client satisfaction with **HOME DELIVERED MEALS** Services.
- 8) Provider(s) must utilize the professional services of a Registered Dietitian or an individual who is dietitian-registration eligible to review, develop, and/or approve menus.
- 9) Provider(s) must conduct preparation of **HOME DELIVERED MEALS** in a facility appropriately licensed by the Department of Public Health as a food service establishment and consistent with all Federal, State, and Local requirements.
- 10) Provider(s) must provide and deliver nutritious meals to senior residents of Genesee County.
- 11) Provider(s) shall provide menus that demonstrate a variety of nutritious meal types, which cycle a minimum duration of every four (4) weeks.

- 12) Provider(s) must have the capacity to provide three (3) meals per each day, with delivery to occur a minimum of five (5) days per each week, to include meals for the weekend.
- 13) Provider(s) must use standardized portion control procedures to ensure that each meal is uniform and satisfies meal pattern requirements.
- 14) Provider(s) must be able to make available food containers and eating utensils for participants that are blind or otherwise disabled.
- 15) Provider(s) must offer modified diets (diabetic, renal, vegetarian, heart friendly, and dietary supplements).
- 16) Provider(s) shall assure through written ASSESSMENT documentation that a current Physician's written diet order (prescription) is on file for any participant consuming diabetic, renal, heart friendly and liquid supplements .
- 17) Provider(s) must be able to offer (or subcontract services) meals prepared according to religious dietary restrictions.
- 18) Provider(s) shall offer liquid meals to those participants certified by their physician as requiring liquid meals either as the sole source of nutrition or in supplementation to solid food.
- 19) Provider(s) must offer a telephone call system, accessible and available to seniors a minimum of five (5) days per week, for the purposes of reporting disruptions in meal provision services; and for notification of unavoidable absences by the individual receiving meals.
- 20) Provider(s) may utilize contributed foodstuffs, including fresh products, only if they meet the same Minimum Standards of quality, sanitation, and safety as applies to foodstuffs purchased from commercial sources.
- 21) Provider(s) are encouraged to utilize volunteer workers, as feasible, in program operations.
- 22) Provider(s) must provide monthly reports to Genesee County
- 23) Provider(s) must maintain confidentiality procedures in accordance with the Privacy Act of 1974 and the Health Insurance Portability Accountability Act (HIPAA) of 1996.
- 24) Provider(s) must implement ethics policies inclusive of clauses regarding probation of solicitation and/or proselytization policies; and that demonstrate consistency with the Older Michigianians Act (P.A. 180 of 1981).
- 25) Provider(s) must conduct annual State of Michigan and Federal Bureau of Investigation (FBI) Criminal Background Checks for all paid staff and volunteer workers with access to the senior clients' personal information or who will be assigned to enter a senior person's home.
- 26) Provider(s) must require medical tests for tuberculosis upon hire, for all paid staff and volunteer workers who will have in-person contact with senior citizens.
- 27) Provider(s) must develop and implement an Emergency Preparedness Plan (inclusive of inclement weather; natural disaster; medical emergencies).
- 28) Provider(s) must develop and maintain Volunteer Policies.

**C. COORDINATING SERVICES RESPONSIBILITIES:**

Each provider shall demonstrate cooperation with other **CONGREGATE MEALS AND/OR HOME DELIVERED MEALS** Service Provider(s) in Genesee County to avoid duplication of services. Proposer(s) must demonstrate knowledge of information and referral services currently functioning in Genesee County. Service Provider(s) must determine whether a potential senior client is eligible to receive the respective service(s) or any component support service(s) offered through **CONGREGATE MEALS AND/OR HOME DELIVERED MEALS** Program(s) through

any funding source other than the Genesee County Senior Millage Program. If it appears that an individual can be served through other resources, an appropriate referral should be made or third-party reimbursement sought.

All Service Provider(s) must coordinate with appropriate local Michigan Department of Health and Human Services (MDHHS) offices; Genesee County Health Department (GCHD); Department of Veterans' Services (DVS); Genesee County Community Action Resource Department (GCCARD); Genesee Health System (GHS); U.S. Department of Transportation (DOT); Michigan Office of Services to the Aging (OSA); the Alzheimer's Association and other Case Management Service Providers and/or Valley Area Agency on Aging (VAAA) to ensure that funds received from the Genesee County Senior Millage Program are not used to provide services which can be paid for, or provided through, other Local, State, or Federal Programs.

## **SECTION 7 - INSURANCE REQUIREMENTS**

### **INSURANCES**

All proposers shall submit an executed Insurance Checklist as required for responsiveness. Should your proposal be successful, Requisite Insurances according to the specifications as detailed on the Insurance Checklist must be provided prior to any Contract Award as a result of this RFP. Genesee County must be listed as an additional insured on any insurance certificate issued due to any contract award subsequent to this RFP.

Insurance Checklists vary from one RFP to another, due to distinct and different Scopes of Services. Each Checklist is labeled with a corresponding RFP Number and Title and, therefore, must be executed separately for each RFP.

Proof of Professional Liability (Medical Malpractice) is required wherever services will provide medical or health related services, inclusive of both physical and/or mental health assessments.

## **SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)**

### **1. MULTIPLE SERVICES PROVISION**

A proposer may seek to provide more than one service. Prospective multiple service providers must submit a separate and complete response for each service area. Each proposal must comply with item 3 of this section.

### **2. NON-RESPONSIVE PROPOSALS**

Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

- A. The proposal is not received in a timely manner in accordance with the terms of this RFP.
- B. The proposal does not follow the specified format as presented in this Section 8.
- C. The proposal is not adequate to allow a judgment by the reviewers.



3. **RESPONSIVE PROPOSALS MUST INCLUDE AND/OR COMPLY WITH THE FOLLOWING:**
- A. Proposal submitted by the due date and time
  - B.. One (1) Copy of Proposal in Electronic Format
  - C. One (1) original, clearly marked as such, and two (2) additional hard copies of proposal
  - D. Original Signature Page signed by person authorized to bind the proposer to the submitted proposal.
  - E. Executed Genesee County Insurance Checklist
  - F. Completed Reference Page
  - G. Prior Year's Financial Audit or audited Financial Statements
  - H. Operating Budget for the Current Year
  - I. Proposer's Statement of Exceptions to any Terms, Conditions, and Specifications
  - J. Proposed Alternate Payment Schedule, if desired
  - K. Sample menu certified and/or approved by a Registered Dietitian or an individual who is Dietitian-Registration eligible
  - L. Emergency Preparedness Plan
  - M. Technical Proposal (shall consist of the items stated below). The written response to this Section is limited to no more than fifteen (15) single-sided, 8 1/2" x 11" pages, in a business-style typeface with a font size of not less than 11 point.
    - 1. **Business Organization:**  
State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. State if your organization has for-profit or non-profit tax status, as documented by your Federal Tax Identification Number (also known as Employer Identification Number (EIN)) or your agency's Tax Exemption Status designation under Internal Revenue Code, Section 501(c) from the U.S. Department of Treasury, Internal Revenue Service.
    - 2. **Authorized Negotiators:**  
Include the names and phone numbers of personnel of your organization authorized to negotiate the proposed contract.
    - 3. **Statement of the Project:**  
State in precise terms, your understanding of the project as presented by this RFP.
    - 4. **Management Summary:**  
Include a narrative description of the proposed effort, goals, and objectives of the product that will be delivered should your proposal be successful.
    - 5. **Work Plan:**  
Describe in narrative form your technical plan for accomplishing the work – responding in the sequence asked to items a through s listed below. Please explain how you will achieve/maintain the increased/current capacity of your organization should your proposal be successful. Include in the work plan the timeframe or schedule your plan would adhere to. Indicate the number of labor hours you have

allocated for each task, including meetings, delivery, set up, planning sessions, monitoring, and quality surveys. Keep in mind that **One Delivery Unit Equals One Meal Prepared and Served to One Eligible Individual.**

- a. Indicate the number of senior individuals, countywide, for whom you are proposing to provide services.
- b. Identify any geographic areas within Genesee County that your services are bound to, or limited within.
- c. Describe your current capacity to provide CONGREGATE MEALS AND/OR HOME DELIVERED MEALS services.
- d. Identify staff responsible for performing proposed services. Provide resumes and documentation of licensures/certifications as required for their position.
- e. Identify administrative staff, their functions, qualification(s) and experience. Provide Resumes.
- f. Describe the number of additional staff that will need to be hired to maintain/expand CONGREGATE MEALS AND/OR HOME DELIVERED MEALS Services.
- g. Provide Letters of Good Standing. Must provide a minimum of three with no maximum number. The letters should be from organizations that can attest to work completed for them by your organization or that have first-hand knowledge of your organization's work in the community.
- h. Describe your system(s) for performing and documenting uniform contacts, intake, assessment, coordination, referral, and outcomes procedures.
- i. Describe your ability to maintain consistent, confidential, accurate and systematic techniques for recordkeeping and reporting.
- j. Provide a listing of the Case Management agency(ies) to/from which you currently make/receive referrals.
- k. Identify the dollar amount and source(s) of program income expected to be generated should your proposal be successful, and explain how that program income will be utilized.
- l. Describe your organization's prior experience in human services fields.
- m. Provide Requisite Licensure in accordance with PART 7 of this Section.
- n. Describe your process for conducting State of Michigan and Federal Bureau of Investigation (FBI) Criminal Background Checks for all paid staff and volunteer workers.

- o. Describe your process for conducting medical examinations (tuberculosis testing upon hire) for all paid staff and volunteer workers.
  - p. Provide documentation from a local building official or licensed architect that the CONGREGATE MEALS site is operated within an accessible facility.
  - q. Provide documentation from the Genesee County Health Department and local Fire safety officials indicating that CONGREGATE MEALS site AND/OR HOME DELIVERED MEALS preparation site is in compliance with Public Health Codes and Fire Safety Standards.
  - r. Describe your process for training paid staff and volunteer workers.
  - s. Include any other information that is believed to be pertinent but not specifically asked for elsewhere.
6. Labor Requirements:  
The successful firm/agency must be able to staff a project team, which is experienced in meal provision, can consistently deliver, and document that they are meeting all of the requirements of this program of services. Include the number of staff by skill and qualification that will be employed in the work to be performed under this proposal. Identify key individuals by name and title. Please include resumes and qualifications for all persons who will be working on this project.

7. Licensing Requirements:  
**CONGREGATE MEALS AND/OR HOME DELIVERED MEALS Service Provider(s)**
- State of Michigan and Genesee County Health Department Licenses for Food Preparation Facility(ies).
  - ServSafe Certification for at least 2 staff members assigned to work in the food preparation facilities.
  - Current Commission on Dietetic Registration Registered Dietitian Licenses or equivalent.
  - Current and valid State of Michigan Driver's License and Insurance for all services proposing to transport persons to and from CONGREGATE MEALS if included within this service proposal.
  - Current and valid State of Michigan Driver's License and Insurance for all HOME DELIVERED MEALS transporters.
  - Current and valid State of Michigan Vehicle Plates, Licensure, and Registration for all transport vehicles.

8. Confidentiality:  
Service Provider(s) shall demonstrate policies and procedures in place to protect the confidentiality of information about senior citizens assisted throughout this Program of Services. Procedures must be inclusive of those procedures that conform to the Privacy Act of 1974. All client information shall be maintained in confidential and controlled access files. Where applicable, all service provider(s) shall handle all Private Health Information (PHI) in accordance with the Health Insurance Portability Accountability Act (HIPAA) of 1996.

N. COST PROPOSAL (The submittal and response to this Section shall reflect cost information for a three year period) - The information requested in this section is required to support the reasonableness of your proposal.

1. Labor Costs:  
Itemize so as to show the following for each member of the project team:
  - Name and Title
  - Estimated hours
  - Total cost for each member and for all labor needs
2. Cost of Supplies and Materials:  
Itemize so as to show the nature of supplies and materials and respective costs per **One Delivery Unit**.
3. Direct Costs; Indirect Costs; and General and Administrative Burden or Overhead:  
Administrative and Overhead costs will be scrutinized in the Cost Proposal. Service Provider(s) will need to clearly show the percentage of funds going to administration, and also the percentage of funds going to overhead. Service Provider(s) will need to clearly list what is included under the administration category, and the overhead category.  
**Itemize the following:**
  - Direct and indirect costs;
  - Overhead costs;
  - Total for each line item; and
  - Percentage of each category of cost (percentages should total 100%).
4. Transportation Costs:  
Show costs for transportation if applicable to your Service(s) Proposal.
5. Price per **One Delivery Unit** (One meal prepared and served to one eligible individual)  
The price per one delivery unit shall be held firm by the CONTRACTOR(S) as proposed for each year of the possible three (3) years.

This is an independent contractor estimated requirements contract and therefore the contractor(s) will be paid only for those meals actually served or ordered by the County. The price per delivery unit charged

to the COUNTY shall be guaranteed for each year as proposed. Further, the price per one delivery unit shall be provided as follows:

October 1, 2019 to Sept. 30, 2020	\$ _____	Price per One Delivery Unit
October 1, 2020 to Sept. 30, 2021	\$ _____	Price per One Delivery Unit
October 1, 2021 to Sept. 30, 2022	\$ _____	Price per One Delivery Unit

## **SECTION 9 - EVALUATION AND SELECTION PROCEDURES**

The Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposers shall exercise particular care in reviewing the Proposal Format required in this RFP.

The Evaluation Committee shall then review and score all proposals based on the evaluation criteria referenced in this RFP. Scores and rankings for each proposal will be compiled to determine committee recommendations. Based upon the scoring and ranking, the Committee may recommend a short-list of proposals that are reasonably susceptible of being selected for award.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Genesee County may request presentations by proposers, to carry out contract negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short-listed proposers.

Further, Genesee County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer's performance on previous projects.

Once the ranking process is complete, the Office of Senior Services will recommend to the Genesee County Human Services Committee (HSC) a contract award to the apparent successful proposer(s). Upon acceptance by the HSC, a recommendation will be made to the Genesee County Board of Commissioners for approval.

Subsequent to final selection and award by the Genesee County Board of Commissioners, a contract will be negotiated with the successful proposer(s). Upon the successful completion of negotiations, a contract will be presented to the Genesee County Board of Commissioners for approval.

## **SECTION 10 - EVALUATION CRITERIA**

Selection is competitive. Genesee County's focus is on cost effectiveness and maintaining the delivery level of services that is currently provided. Additionally, Genesee County is also focused on the quality and consistency of the service provided, as well as the professional expertise of the provider. Other attributes taken into consideration will include start up costs, expansion costs and time involved to achieve implementation of service delivery.

All proposals received shall be subject to an evaluation by Genesee County and GCOSS staff, as deemed appropriate, for the purpose of selecting the service provider(s) with whom a contract will be executed. The following factors will be considered in making the selection.

**Each factor will be scored based upon points indicated. Each proposal for this project will then be ranked by total score.**

- 1. Capability: 20 points**  
This criterion includes the ability and capacity of the proposer to meet the terms of the RFP. Emphasis will also be placed on the soundness of the proposer's approach to meeting the program requirements as presented in the Project Information and Scope of Work.
  - 2. Cost Proposal: 20 points**  
While important, the cost proposal will not be the determining factor for an award. Genesee County will award a contract to the proposer(s) that demonstrates the best ability to fulfill the requirements of the RFP. In reviewing cost proposals, services, and quality offered shall be considered. The review shall include nutritional quality, menu acceptability and stated menu standards.
  - 3. Coordinative Services Responsibilities: 20 points**  
This refers to the approach for conducting a Program of services that encourages cooperation, collaboration, and responsible use of limited resources. This includes the efforts presented by the proposer(s) to link Genesee County seniors and services together. This criterion requires the proposer(s) to define the information and referral process in concrete terms, including establishment of criteria for database development, support for community planning activities, and level of collaboration with other agencies. The County will consider provisions made by the proposer(s) for the socially and legally responsible use of technology, and role of information and referral services in times of disaster and/or emergency situations.
  - 4. Professional Personnel: 10 points**  
This refers to the competence of the professional personnel who will be assigned to the job by the service provider(s). Qualifications of professional personnel will be measured by education and experience, with reference to experience on projects similar to that described in this RFP. Emphasis will also be placed upon the qualifications of the project manager and the amount of dedicated management staff planned for this project by the proposer.
  - 5. Prior Experience: 15 points**  
This refers to the nature and extent of prior experience with similar projects, including the years that the firm or organization has been in business.
  - 6. Financial Stability of Service Provider: 10 points**  
This refers to the Service Provider's overall financial stability based on financial statements, audit presentation, and disclosures as to the solvency of the firm.
  - 7. Relevance & Significance of Submitted Additional Information: 5 points**
- Total Points Possible 100 points**

## SIGNATURE PAGE

### GENESEE COUNTY RFP #19-175

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda \_\_\_\_\_ issued as part of the RFP:

Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

#### Contact Person

Please indicate name, telephone number, fax number, mailing address, and e-mail address of company representative for matters regarding this RFP.

CONTACT NAME	POSITION
--------------	----------

E-MAIL
--------

MAILING ADDRESS
-----------------

**GENESEE COUNTY INSURANCE CHECKLIST**

**PROFESSIONAL SERVICES CONTRACT FOR: Congregate Meals and Home Delivered Meals – Senior Services**

**Coverage Required**

**Limits (Figures denote minimums)**

<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 1,000,000 BI & PD and PI

8 Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

9. Other insurance required: Environmental Impairment Liability - \$1,000,000 limit

10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

11. The certificate must state bid number and title

**Insurance Agent's Statement**

**I have reviewed the requirements with the bidder named below. In addition:**

\_\_\_\_\_ The above required policies carry the following deductibles:

\_\_\_\_\_ Liability policies are **occurrence** \_\_\_\_\_ **claims made** \_\_\_\_\_

\_\_\_\_\_  
Insurance Agent

\_\_\_\_\_  
Signature

**Prospective Contractor's Statement**

I understand the insurance requirements and will comply in full if awarded the contract.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

---

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.



# REFERENCES

## REFERENCES

List 3 references of similar projects

Submitted by: \_\_\_\_\_

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1. Company	Phone Number
Contact Name and Position	E-mail Address
Address	
	\$
Type of Work/ Project	Dollar Amount of the Project

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Project Description

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2. Company	Phone Number
Contact Name and Position	E-mail Address
Address	
	\$
Type of Work/ Project	Dollar Amount of the Project

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Project Description

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3. Company	Phone Number
Contact Name and Position	E-mail Address
Address	
	\$
Type of Work/ Project	Dollar Amount of the Project

---

Project Description

## ATTACHMENT 1 - MINIMUM STANDARDS

1. Each Congregate Meals Service Provider shall have written eligibility criteria that places emphasis on serving senior residents of Genesee County, aged 60 years and older, or be the spouse of a person aged 60 years and older.
2. Persons not otherwise eligible may be served, if meals are available, and pay the full cost of the meal. The full cost includes raw food, preparation costs, and any administrative and/or supporting services cost. Documentation that full payment has been made shall be maintained.
3. Each Congregate Meals Service Provider shall be able to provide information relative to eligibility for HOME DELIVERED MEAL Service Provider(s) and be prepared to make referrals for senior persons unable to participate in the Congregate Meals Program and who appear eligible for HOME DELIVERED MEAL Services.
4. Each Congregate Meals Service Provider shall be able to document:
  - a. That it operates a Program of Congregate Meals within an accessible facility. Accessible facility is defined as a facility that permits a participant with a disability and/or physical impairment, to enter the facility, use the rest room, and receive service that is at least equal in quality to that received by able-bodied participants. Documentation from a local building official or licensed architect is preferred. A Congregate Meals Program may also conduct accessibility assessments of its meal site(s) under written approved guidelines of the Valley Area Agency on Aging (VAAA).
  - b. That it operates a Congregate Meals Service within a site that complies with local fire safety standards. Each meal site must be inspected, by a local fire official, no less frequently than every three years.
  - c. Compliance with Michigan Food Code and local Genesee County Public Health Codes regulating food service establishments. Each meal site and kitchen operated by a congregate meals provider shall be licensed, as appropriate by the local Health Department. The local Health Department is responsible for periodic inspections and for determining when a facility is to be closed for failure to meet Michigan Food Code standards. Each Service Provider shall submit copies of inspection reports on all Congregate Meals facilities to Genesee County within ten (10) days of receipt, noting any violations promptly, and moving to establish compliance immediately.
5. Each Congregate Meals Service Provider shall serve meals a minimum of five (5) days per week, with a minimum of ten (10) eligible participants served per day, as referenced in item 1 of this Attachment.
6. Congregate Meals Service Providers shall coordinate with other Congregate Meals Service Providers including, but not limited to, Case Management, Intake and Referral Service Providers and the Valley Area Agency on Aging (VAAA), to ensure no duplication of services are being provided in Genesee County. If a Congregate Meals Service Provider is currently operating a Congregate Meals site with funding assistance provided through the Michigan Office of Services to the Aging (OSA), and wishes to relocate or open an additional Congregate Meals site with the assistance of Genesee County Senior Millage Program funds, the Service Provider

shall in writing request approval from both Genesee County and the Michigan OSA request approval prior to provision of any meals at the additional site.

7. If a Congregate Meals site assisted with Genesee County Senior Millage Program funds is to permanently close, the following procedures shall be followed:
  - a. The Service Provider shall notify Genesee County in writing of its intent to close a meal site, requesting approval of Genesee County prior to the closing.
  - b. The Service Provider shall present a rationale for closing the meal site, which may be based on lack of attendance, inability to meet minimum standards and/or other requirements, loss of resources, or other justifiable reason(s).
  - c. If a Genesee County Congregate Meals site is approved in writing for closing, the Service Provider shall notify all participants, the General Public and Valley Area Agency on Aging (VAAA) of such closing at least thirty (30) days prior to the last day of meal service. Efforts shall be made by all Service Providers to assist participants in locating another existing meal site.
8. Each Congregate Meals Service Provider shall document that appropriate preparation has taken place at each Meal site for procedures to be followed in case of an emergency including:
  - a. An annual Fire Drill.
  - b. Staff and Volunteers trained on procedures to be followed in the event of a severe weather storm or natural disaster and Genesee County's Emergency Plan.
  - c. Posting of and training of staff and Volunteers on procedures to be followed in the event of a medical emergency.
9. Each Congregate Meals Service Provider shall have written Agreements with the owners of all leased facilities used as Meals sites. Written Agreements are recommended for donated facilities, but are not required. The Agreements shall address at a minimum:
  - a. Responsibility for care and maintenance of facility, specifically including restrooms, equipment, kitchen, storage areas and areas of common use.
  - b. Responsibility for snow/ice removal.
  - c. Agreement on utility costs.
  - d. Responsibility for safety inspections.
  - e. Responsibility for appropriate licensing by the Genesee County Health Department.
  - f. Responsibility for Insurance Coverage.
  - g. Security procedures.
  - h. Other issues as required.
10. Each Congregate Meals Service Provider shall make available, upon request, food containers and utensils for participants who are blind or have disabilities.
11. Genesee County Senior Millage Program funds awarded under this Congregate Meals Service Provider(s) RFP may not be used to contribute to, provide staff time for, or otherwise support "potluck" dining activities occurring at the Congregate Meals site.

12. Congregate Meals Service Providers shall conduct Client Satisfaction Surveys about the Services provided, including the menus, facility, quality of food, and staff capabilities.

**ATTACHMENT 2 - MINIMUM STANDARDS - HOME DELIVERED MEALS SERVICE PROVIDER(S):**

1. Each program must have written eligibility criteria which places emphasis on serving older persons in greatest need and states that, at a minimum to be eligible a person must:
  - a. Be 60 years of age or older, or be the spouse of a person 60 years of age or older.
  - b. Be homebound; i.e., does not leave his/her home under normal circumstances.
  - c. Be unable to participate in a Congregate Meals Program because of physical or emotional difficulties.
  - d. Be unable to obtain food or prepare complete meals.
  - e. Have no adult living at the same residence or in the vicinity who is able and willing to prepare all meals.
  - f. Be a person who must be able to feed himself/herself.
  - g. Agree to be home when meals are delivered, or contact the program when absence is unavoidable.

At the provider's discretion, persons not otherwise eligible may be provided meals if they pay the full cost of the meal. The full cost of the meal includes raw food, preparation costs, and any administrative and/or supportive services costs. Documentation that full payment has been made shall be maintained.

Eligibility criteria shall be distributed to all potential referring agencies or organizations and availability to the general public upon request.

2. Each home delivered meal program shall demonstrate cooperation with congregate and other home delivered meal programs in the program area. If the same provider operates both a congregate and a home delivered meals program for an area, it must be able to demonstrate effective utilization of existing congregate meals sites and personnel for the home delivered meal program.
3. Each home delivered meals provider shall have the capacity to provide three meals per day, which together meet the Dietary Reference Intakes (DRI) and recommended dietary allowances for older adults (RDA) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. Meals shall be available at least seven days per week. Delivery shall be available at least five days per week.
4. The program may also make liquid supplements available to program participants when ordered by a physician. The regional dietitian must approve all liquid meal products to be used by the program. The program shall provide instruction to the participant, and/or the participant's caregiver and participant's family in the proper care and handling of liquid supplements. .

When liquid supplements are used to supplement a participant's diet, the physician's order must be renewed every six months.

When liquid meals are the participant's sole source of nutrition, the following requirements must also be met:

- a. Diet orders shall include client weight and be explicit as to required nutritional content;

- b. Diet orders must be renewed, by a physician, every three months; and,
  - c. The Care Plan for participants receiving liquid meals shall be developed in consultation with the participant's physician.
5. The program shall verify and maintain records that indicate each client receiving frozen meals has, and maintains, the ability to handle frozen meals.
  6. Each program shall develop and have available written plans for continuing services in emergency situations such as short term natural disasters (e.g., snow and/or ice storms), loss of power, physical plant malfunctions, etc. Staff and volunteers shall be trained on procedures to be followed in the event of severe weather or natural disasters and the county emergency plan.
  7. Each program must complete a prioritizing pre-screen for each individual placed on a waiting list for home delivered meals.

**ATTACHMENT 3 - MINIMUM STANDARDS AND GENERAL REQUIREMENTS FOR BOTH CONGREGATE MEALS AND HOME DELIVERED MEALS SERVICE PROVIDER(S):**

Where a provider operates more than one meal/feeding program (congregate, HDM, waiver, catering, etc.), costs shall be accurately distributed among the respective meal programs. Only costs directly related to a specific program shall be charged to that program.

Service Provider(s) must have a menu development process that includes, at a minimum:

- Use of written standardized recipes,
- Cycle menus of at least four weeks duration,
- Provision for review and approval of menus by a registered dietitian, or an individual who is dietitian-registration eligible.
- The development of special menus, where feasible and appropriate that take into consideration religious and/or ethnic diet preferences,
- The development of modified diet menus.

## ATTACHMENT 4 - GENERAL REQUIREMENTS FOR NUTRITION SERVICE PROGRAMS

1. Meals may be presented hot, cold, frozen or shelf-stable and shall conform to the following meal pattern:

Meal Requirements	Servings per meal	Notations
<b>Bread or Bread Alternate</b>	2 servings bread, rice, pasta, cereal A starchy vegetable may replace one bread serving.	Encourage whole grains.
<b>Vegetable</b>	2 servings: 1 serving = ½ cup or equivalent measure	Fresh, frozen, or canned and prepared Without added sodium. Focus on deep colored and dark leafy vegetables. Cooked dried beans or peas are a good fiber source.
<b>Fruit</b>	1 serving: ½ cup or equivalent measure (may serve an additional fruit instead of a vegetable)	Fresh, frozen, canned, or dried. Deep colored fruits and good sources of Vitamin C are encouraged daily.
<b>Milk or Milk Alternative</b>	1 serving: 1 cup or equivalent measure	Encourage low-fat or skim milk, buttermilk, yogurt or cottage cheese.
<b>Meat or Meat Alternate</b>	1 serving: 2-3 oz or equivalent measure	Encourage lean and low-fat meats and cheeses. Dried beans and peas are a good choice. Peanut butter, cottage cheese, tofu, and eggs also qualify.
<b>Fats</b>	1 serving: 1 teaspoon or equivalent measure	Select choices that are good sources of mono- and poly-unsaturated fats. Limit total fat to no more than 30% of total daily calories. Each week's meals shall contain no more than 25 grams average total fat.
<b>Dessert</b>	Optional	Choose nutrient dense desserts such as fruits, whole grain quick breads, puddings with limited fats and sugars. Limit high calorie deserts such as pies, cakes, cookies, etc.
<b>Sodium</b>	No more than 1,200 mg per meal average weekly total.	Select and prepare foods with less salt or sodium and use salt-free seasonings.
<b>Fiber</b>	3 choices out of a 5 day week high fiber	Choose whole grains, fruits and vegetables

[Note: the Older Americans Act requires that each meal provide, at a minimum, 33 1/3 percent of the daily recommended dietary allowances as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.]

2. In addition to the meal pattern above, servings shall conform to the following:

### **Bread or Bread Alternate**

1 small 2 ounce muffin	½ bagel
2" cube cornbread	1 small sandwich bun
1 biscuit, 2.5" diameter	½ cup cooked cereal, grits, barely, bulgur or masa
1 waffle, 7" diameter	4-6 crackers
1 slice French toast	½ large sandwich bun
½ English muffin	¾ cup ready to eat cereal
1 tortilla, 6" diameter	¼ cup granola
2 pancakes, 4" diameter	½ cup pasta, noodles, or rice
2 graham cracker squares	
½ cup bread dressing/stuffing	



A variety of enriched and/or whole grain bread products, particularly those high in fiber, are recommended.

### **Vegetables**

- ❖ A serving of vegetable (including dried beans, peas and lentils) is generally ½ cup cooked or raw vegetable; ¾ cup 100% vegetable juice; or, 1 cup raw leafy vegetable. For pre-packed 100% vegetable juices, a ½ cup juice pack may be counted as a serving if a ¾ cup pre-packed serving is not available.
- ❖ Fresh or frozen vegetables are preferred. Canned vegetables are acceptable but may be high in sodium.
- ❖ Vegetables as a primary ingredient in soups, stews, casseroles or other combination dishes should total ½ cup per serving.
- ❖ Starchy vegetables, such as potatoes, sweet potatoes, corn, yams, or plantains, may replace one of the two bread servings.

### **Fruits**

- ❖ A serving of fruit is generally a medium apple, banana, orange, or pear; ½ cup chopped, cooked or canned fruit; or ¾ cup 100% fruit juice. For pre-packed 100% fruit juices, a ½ cup juice pack may be counted as a serving if a ¾ cup pre-packed serving is not available.
- ❖ Fresh, frozen, or canned should be preferably packed in juice, light syrup or without sugar.

### **Milk or Milk Alternates**

- ❖ One cup low-fat, skim, whole, buttermilk, low-fat chocolate, or lactose-free milk fortified with Vitamins A and D should be used. Low-fat or skim milk is recommended for the general population. Powdered dry milk (1/3 cup) or evaporated milk (½ cup) may be served as part of a home delivered meal.
- ❖ Milk alternatives for the equivalent of one cup milk include:
  - 1 cup yogurt
  - 1 ½ cups cottage cheese
  - 8 ounces tofu (processed with calcium salt)
  - 8 ounces calcium fortified soy milk
  - 1+1/2 ounces natural or 2 ounces processed cheese

### **Meat or Meat Alternatives**

- ❖ Two to three ounces of cooked meat or meat alternate should generally be provided for the lunch or supper meal. Meat serving weight is the edible portion, not including skin, bone, or coating.

#### The following are equivalent to 1 ounce of meat:

- 1 large egg
- 1 ounce cheese (nutritionally equivalent measure of pasteurized process cheese, cheese food, cheese spread, or other cheese product). It is best to choose low-fat cheese such as mozzarella, feta, ricotta, etc.
- ½ cup cooked dried beans, peas or lentils (separate from vegetable serving)
- 2 tablespoons peanut butter or 1/3 cup nuts

- ¼ cup cottage cheese
  - ½ cup tofu, or 4 ounces
  - ¼ cup tempeh
- ❖ A one ounce serving of meat, poultry, or fish or equivalent portion may be served in combination with other high protein foods.
  - ❖ Except to meet cultural and/or religious preferences and for emergency meals, avoid serving dried beans, peas, lentils, peanut butter or peanuts, and tofu for consecutive meals or on consecutive days.
  - ❖ Imitation cheese (which the Food and Drug Administration defines as one not meeting nutritional equivalency requirements for the natural, non-imitation product) cannot be served as a meat alternate.
  - ❖ In order to limit the sodium content of the meals, serve cured and processed meats (e.g., ham, smoked or Polish sausage, corned beef, wieners, luncheon meats, dried beef) no more than once a week.

### **Accompaniments**

Include traditional meal accompaniments as appropriate, e.g., condiments, spreads, and garnishes. Examples include: mustard and/or mayonnaise with a sandwich; tartar sauce with fish; salad dressing with tossed salad; butter or margarine with bread or rolls. Whenever feasible, provide reduced fat alternatives. Minimize use of fat in food preparation. Fats should be primarily from vegetable sources and in a liquid or soft (spreadable) form that are lower in hydrogenated fat, saturated fat, and cholesterol.

### **Desserts**

Serving a dessert is optional. Healthier desserts generally include fruit, low-fat puddings, whole grains, low-fat products, and limited sugar items such as quick breads (banana or pumpkin bread). Fresh, frozen, or canned fruits packed in their own juice are often encouraged as a dessert item in addition to the serving of fruit provided as part of the meal.

### **Beverages**

Fluid intake should be encouraged, as dehydration is a common problem in older adults. It is a good practice to have drinking water available.

### **Vegetarian Meals**

Vegetarian meals may be served and should follow the principle of complementary proteins, where proteins from plant sources (legumes such as cooked dried beans and peas) are combined with grains (rice, breads, pasta) at the same meal. Vegetarian meals are a good opportunity to provide variety to menus and highlight the many ethnic food traditions found in Michigan.

### **Breakfast Meals**

A breakfast meal may contain three fruit servings and no vegetable as an option to the required meal plan.

3. Each program shall utilize a menu development process, which places priority on healthy choices and creativity and includes, at a minimum:
  - a. Use of written, standardized recipes.
  - b. Cycle menus are encouraged for costs containment and/or convenience. Programs are encouraged to consult with the regional dietitian during the menu development process.
  - c. Provision for review and approval of all menus by the regional dietitian who must be a registered dietitian, or an individual who is dietitian-registration eligible.
  - d. Posting of menu to be served in a conspicuous place at each meal site and at each place food is prepared. The program must be able to provide information on the nutrition content of menus upon request.
  - e. Modified diet menus should be provided, where feasible and appropriate, which take into consideration client choice, health, religious and ethnic diet preferences.
  - f. A record of the menu actually served each day shall be maintained for each fiscal year's operation.
  - g. Written procedures for revising menus after they have been approved.
4. The nutrition program must operate according to current provisions of the Michigan Food Code. Minimum food safety standards are established by the Genesee County Health Department. Each program must have a copy of the Michigan Food Code available for reference. Programs are encouraged to monitor food safety alerts pertaining to older adults.

Each program which operates a kitchen for food production, shall have at least one key staff person (manager, cook or lead food handler) complete a Food Service Manager Certification Training Program that has been approved by the U.S. Department of Agriculture - Michigan. A trained and certified staff member is preferred, but not required, at satellite serving and packing sites.

The time period between preparation of food and the beginning of serving shall be as minimal as feasible. Food shall be prepared, held and served at safe temperatures. Documentation requirements for food safety procedures shall be developed in conjunction with, and be acceptable to the Genesee County Health Department.

The safety of food after it has been served to a participant and when it has been removed from the meal site, or left in the control of a homebound participant, is the responsibility of that participant.

The program must use foodstuff from commercial sources which comply with the Michigan Food Code. Unacceptable items include: home canned or preserved foods; foods cooked or prepared in an individual's home kitchen; meat from any animal not killed and processed by a licensed facility; any wild game taken by hunters; fresh or frozen fish donated by sport fishers; raw seafood or eggs; and, any un-pasteurized products (i.e., dairy, juices, honey).

The program may use contributed foodstuff only when they meet the same standards of quality, sanitation and safety as apply to food stuffs purchased from commercial sources.

Acceptable contributed foodstuff include: fresh fruits and vegetables; wild game from a licensed farm processed within two hours of killing by a licensed processor.

5. Each program shall use standardized portion control procedures to ensure that each meal served is uniform and satisfies meal pattern requirements. Standard portions may be altered at the request of a participant for less than the standard serving of an item or if a participant refuses an item. Less than standard portions shall not be served in order to "stretch" available food to service additional persons.
6. Each program shall implement procedures designed to minimize waste of food (leftovers/uneaten meals).
7. Each program shall use an adequate food cost and inventory system at each food preparation facility. The inventory control shall be based on the first-in/first-out (FIFO) method and conform to generally accepted accounting principles (GAAP). The system shall be able to provide daily food costs, inventory control records, and monthly compilation of daily food costs.

For programs operating under annual cost-reimbursement contracts, the value of the inventory on hand at the end of the fiscal year shall be deducted from the total amount expended during that year.

For programs operating under a unit-rate reimbursement contract, the value of the inventory on hand at the end of the fiscal year does not have to be considered. Each program shall be able to calculate the component costs of each meal provided according to the following categories:

- a. Raw Food: All costs of acquiring foodstuff to be used in the program.
  - b. Labor: (i) Food Service Operations: all expenditures for salaries and wages, including valuation of volunteer hours, for personnel involved in food preparation, cooking, delivery, serving, and cleaning of meal sites, equipment and kitchens; (ii) Project Manager: all expenses for salary wages for persons involved in project management.
  - c. Equipment: All expenditures for purchase and maintenance of items with a useful life of more than one year or with an acquisition cost greater than \$5,000.
  - d. Supplies: All expenditures for items with a useful life of less than one year and an acquisition cost of less than \$5,000.
  - e. Utilities: All expenditures for gas, electricity, water, sewer, waste disposal, etc.
  - f. Other: Expenditures for all other items that do not belong in any of the above categories (e.g. rent, insurance, fuel, etc.) to be identified and itemized.
8. Each program shall provide or arrange for monthly nutrition education sessions at each meals site and to home bound clients. Topics shall include, but are not limited to, food, nutrition, wellness issues, consumerism and health. All nutrition education materials and presenters must be approved by the registered dietician or equivalent.

9. Each meal program is encouraged to use volunteers, as feasible, in program operations.
10. Each program shall develop and utilize a system for documenting meals served for purposes of the Genesee County Senior Millage Program. Meals eligible to be included in meal counts reported to Genesee County, are those served to eligible individuals (as described under respective program eligibility criteria) and which meet the specified meal pattern requirements.

The most acceptable method of documenting meals is by obtaining signatures daily from participants receiving meals. Other acceptable methods may include, for example, for home delivered meals, maintaining a daily or weekly route sheet signed by the driver which identifies the client's name, address, and number of meals served to them each day.

11. Each nutrition program shall carry product liability insurance sufficient to cover its operation.
12. Each program shall have a written procedure in place for handling all donations which includes at a minimum:
  - a. Daily counting and recording of all receipts by two individuals.
  - b. Provisions for sealing, written acknowledgement and transporting of daily receipts to either deposit in a financial institution or secure storage until a deposit can be arranged.
  - c. Reconciliation of deposit receipts and daily collection records by someone other than the depositor or counter.
13. Each program shall take steps to inform participants about local, State and Federal food assistance programs and assist individuals as feasible to obtain benefits. When requested, programs shall assist participants in utilizing Federal Food Assistance Program benefits as participant donations to the meal program.
14. Staff and volunteers of each program shall receive in-service training at least twice each fiscal year which is specifically designed to increase their knowledge and understanding of the program to improve their skills at tasks performed in the provision of service. Records shall be maintained which identify the dates of training, topics covered, and persons attending.

**ATTACHMENT 5 – STANDARD PROPOSED CONTRACT TEMPLATE**

**STANDARD PROPOSED CONTRACT**

**CONTRACT BETWEEN**

**THE COUNTY OF GENESEE**

Acting By and Through  
**Genesee County Office of Senior Services (“GCROSS”)  
Room 361, Genesee County Administration Building  
1101 Beach Street, Flint, Michigan 48502  
Hereinafter referred to as the “COUNTY”**

and

**Name of Contractor**

**Street Address**

**City / State / Zip Code**

Hereinafter referred to as the “**CONTRACTOR**”

**For the period from October 1, 2019 through September 30, 2020**

**Whereas**, the COUNTY published a Request for Proposals (RFP) # 19-175 for a Program of Services titled **“Congregate and/or Home Delivered Meals Services”** (hereinafter referred to as “Services”); and

**Whereas**, the CONTRACTOR submitted a Proposal in response to RFP #19-175 for the provision of Services; and

**Whereas**, the COUNTY desires to enter into a contractual agreement with the CONTRACTOR for the provision of Services set forth herein;

**Now, therefore**, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

**A. PURPOSE:**

This Contract is entered into for the purpose of retaining CONTRACTOR to provide **Congregated Meals and/or Home Delivered Meals Services** funded by Senior Citizen Services millage dollars to individuals 60 years of age or older who reside in Genesee County.

**B. THE CONTRACTOR AGREES:**

1. To accept the terms of this Contract and to undertake, perform and complete the Services described in RFP # 19-175 and Addenda (“the RFP”), and in CONTRACTOR’S Proposal in response to RFP # 19-175 (“Proposal”), which are hereby incorporated into this Contract by reference and included as Attachments A and B, respectively, and in CONTRACTOR’S budget, included

as Attachment G to this Contract. If a conflict exists between this document and those incorporated by reference, this document governs.

2. That this Contract is effective for the term stated upon approval by the Genesee County Board of Commissioners.
3. To provide proof of insurances as required in Section 7 of the RFP within 15 days of the signing of this contract. Endorsements naming the COUNTY as an additional insured must be provided prior to initiation of Services. This provision may be satisfied by verification and proof of a "Blanket Additional Insurance Contract Form or Endorsement" provided with the Insurance Certificates. Documentation provided under this subparagraph will include a statement by the insurer that the COUNTY will be notified of any and all insurance cancellation at least 30 days prior to the effective date of cancellation of the respective policies. However, cancellation for non-payment of premium shall be noticed a minimum of ten days prior to cancellation.
4. To accept the conditions, requirements and obligations described and listed in Attachment C, Business Associate Agreement, if that Attachment is listed in Section D below.
5. To establish safeguards to prohibit conflicts of interest involving CONTRACTOR employees, prohibiting them from being involved in activities that are motivated by a desire for private gain for themselves or others with whom they have family, business or personal ties.
6. That failure by the COUNTY to insist upon strict adherence to any terms of this Contract shall not be considered a waiver or deprive the COUNTY of the right thereafter to insist upon strict adherence to that term, or any other term, of this Contract.
7. To provide the necessary administrative, professional and technical staff in the required ratio and number with qualifications as designated in its proposal for operation of the program.
8. That title to any approved equipment (defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$250.00 or more per unit) purchases supported in whole or in substantial part by millage funds shall vest with the County of Genesee upon acquisition. Equipment purchases not included in the submitted budget are automatically unapproved. Purchases of office furniture or furnishings are not eligible for reimbursement and are, therefore, disapproved.
9. To notify the Contract Administrator of damage, theft or replacement of any equipment purchased with Senior Millage funds within 48 hours of such occurrence. When applicable, a copy of the police report must be submitted to the Senior Administrator within two weeks of the occurrence. The CONTRACTOR further agrees to repair or replace damaged or stolen equipment or to reimburse the COUNTY with the millage funded purchase cost utilizing non-senior millage funds. Failure to repair or replace such equipment shall result in repayment to the COUNTY of the millage funded purchase cost by

reducing payments to the CONTRACTOR of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.

10. To utilize all report forms as required under the RFP, as well as those included in this document as Attachment D, including the Monthly Invoice Form and the Monthly New Client Address Form (to be sent electronically each month in Excel format) and reporting formats required by the COUNTY as of the effective date of this Contract, and to provide the COUNTY with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter. The CONTRACTOR will also provide the County an annual breakdown of financial data, regarding services provided, by Local Unit of Government (LUG).
11. To perform annual criminal background checks on paid staff or volunteers with access to personal information or that have personal contact with the senior clients. See Attachment B. The CONTRACTOR further agrees that costs associated with persons meeting the following criteria will not be paid utilizing senior millage funds:
  - a. Persons having a felony conviction in this state or elsewhere within the last 10 years; or
  - b. Persons having a felony charge pending in this state or elsewhere; or
  - c. Persons having a misdemeanor conviction in this state or elsewhere within the last 10 years involving theft, assault, battery or drug related crimes; or
  - d. Persons having a misdemeanor charge pending in this state or elsewhere involving theft, assault, battery or drug related crimes.

The COUNTY retains the right to deny reimbursement for salary requests, or recapture paid reimbursements by withholding from future requests, if it determines that the individual for whom the request is/was made falls within any of the above categories.

12. To provide annually documentation demonstrating appropriate licenses, criminal background checks, and negative tuberculosis tests for employees as specified in the RFP and subparagraph B. 11 above. The CONTRACTOR further agrees to comply with the State of Michigan Department of Labor & Economic Growth, "Occupational Health Standards Part 554 Bloodborne Infectious Diseases" (MIOSHA Part 554) including "Part 554 Bloodborne Infectious Diseases Standard Requirements for Training" using the rules provided in Attachment F to this Contract. Documentation for existing workers or volunteers shall be performed and provided to the County within fifteen days of the signing of this Contract. Testing, licenses (if appropriate), and criminal background checks for new hires or new volunteers shall be performed within fifteen days of their commencement.
13. To perform and provide to the COUNTY an annual financial audit of its operation by the end of the first quarter of the term of the Contract. Failure to timely provide the audit or to receive an extension of time from the Contract Administrator within which to satisfy this requirement will result in withholding of reimbursements for the performance period.



14. To include the following statement in or on all printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: *“This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work.”*
15. That Senior Millage funds may be used to provide increases in salaries or compensation packages for any employee or contractor, at the discretion of the Genesee County Office of Senior Services and the approval of the Board of Commissioners, or as required to comply with any state or federal minimum wage law.
16. That overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners. The CONTRACTOR agrees to adhere to its own travel regulations or, in the absence of such acceptable regulations, to the Genesee County Travel Regulations as set forth in Attachment H to this Contract. Notwithstanding the preceding, no overnight travel reimbursements shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.
17. That political campaign intervention, including directly or indirectly participating in, or intervening in, any political campaign on behalf, or in opposition, of any candidate for elective public office is prohibited. Political campaign intervention includes:
  - Contributing to political campaign funds;
  - Making public statements of position (verbal or written) by or on behalf of the CONTRACTOR in favor of or opposition to any candidate for public office;
  - Distributing statements prepared by others that favor or oppose any candidate for public office;
  - Allowing a candidate to use the CONTRACTOR’S assets or facilities, if the equivalent opportunity is not provided to all other candidates;
  - Making partisan comments in official publications of the CONTRACTOR or at official functions of the CONTRACTOR;
  - Political fund raising at the CONTRACTOR’S place of business.Political campaign intervention does not include:
  - Taking a position on public policy issues as a CONTRACTOR, so long as the message does not favor or oppose a certain candidate or otherwise violate the political campaign intervention prohibition;
  - Promotion of voter registration in a non-partisan manner;
  - Encouragement of voter participation in a non-partisan manner;
  - Providing voter education/voter guides in a non-partisan manner;

- Non-partisan candidate forums or debates at the CONTRACTOR'S facilities;
  - Candidates appearing or speaking at events of the CONTRACTOR in a non-candidate capacity;
  - Supporting the Senior Millage.
18. That the CONTRACTOR is responsible for all Services performed under this Contract. If a Subcontractor is used, CONTRACTOR is the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract, regardless of who actually provides the service. CONTRACTOR shall notify COUNTY of any subcontractors to be utilized prior to their use. The COUNTY reserves the right to approve or reject any proposed subcontractor.

**C. FURTHER, IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT:**

1. This Contract shall commence on October 1, 2019 and continue through September 30, 2020 (the "Initial Term"). The Board has the option to extend this Contract for up to two (2) additional one year terms ("the Extension Terms") at the rates provided in CONTRACTOR'S proposal by providing CONTRACTOR with written notice thirty (30) days prior to the termination date of the Initial Term on the COUNTY'S election to exercise the option.
2. The COUNTY agrees to compensate the CONTRACTOR for the term of the Contract an amount not to exceed \$\*\*\*\*\* for costs of budgetary items described and included within the CONTRACTOR'S Proposal. Reimbursements will be disbursed on a monthly basis at the rate and monthly maximum amount as set forth in Paragraph H.2 for the service agreed upon for the duration of the Contract term.
3. Subject to availability and other applicable conditions, the COUNTY agrees to provide funding throughout the term of this Contract.
4. The CONTRACTOR, its agents, and employees are independent contractors and are not the employees of the COUNTY.
5. CONTRACTOR is encouraged to provide its clients with the opportunity to make financial donations. All donations not limited in use by the donor must be used to provide additional services, as opposed to supporting other expenses. Donations must be reported to Genesee County on the monthly invoice form.
  - a. If donations are to be allowed, CONTRACTOR must offer this voluntary opportunity to the client in a manner that allows for the donation, or lack thereof, to remain confidential. No one shall be denied service for failing to make a donation.
  - b. CONTRACTOR must develop a written procedure for the handling of donations. This procedure must include at a minimum: daily counting and recording of donations by two individuals; method of deposit into a financial institution; monthly reconciliation of deposit records and collection

records by a third party who was not involved in counting or depositing the donations.

6. That the COUNTY may, at reasonable times and without notice, visit and inspect the CONTRACTOR'S facilities and discuss or survey the CONTRACTOR'S activities with designated staff.
7. That the COUNTY, or any other representatives designated by the COUNTY, has the right to examine, upon reasonable notice, all records, books and papers related to the performance of activities which are the subject of this Contract.
8. The contract administrator for this Contract is Lynn M. Radzilowski, Senior Services Director, GCOSS, or her designee (the "Contract Administrator"). The CONTRACTOR acknowledges that the Contract Administrator is the primary COUNTY contact for notices and instructions related to this Contract. The CONTRACTOR agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

#### **D. CONTRACT ATTACHMENTS**

The following documents are Attachments to this Contract which are hereby made part of this Contract by reference:

- Attachment A: RFP # 19-175 and Addenda
- Attachment B: CONTRACTOR'S Response to RFP # 19-175
- Attachment C: Business Associate Agreement
- Attachment D: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)
- Attachment E: Sample Client Satisfaction Survey (CONTRACTOR may use its own form that provides this type of information)
- Attachment F: MIOSHA Part 554 Standards and Regulations
- Attachment G: Approved Budget FY —2019 - 2020
- Attachment H: Genesee County Travel Regulations

#### **E. AMENDMENTS**

1. Any changes to this Contract will be valid only if made in writing and acknowledged by all parties to this Contract.
2. This Contract, including attachments, may be amended by mutual written consent of the CONTRACTOR and the COUNTY. When submitting a proposed contract or budget amendment, the CONTRACTOR must also revise or amend its related output measures whenever the amendment results in a significant change of program scope, or as specifically required by the COUNTY, and submit copies of the revised sheets and summary description of the changes.
3. In the event that circumstances occur that are not reasonably foreseeable or are beyond the CONTRACTOR'S control which reduce or otherwise interfere with the CONTRACTOR'S ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to

the COUNTY and, where feasible, an amendment to this Contract negotiated.

4. Any change proposed by the CONTRACTOR which would affect the funding of any activity support in whole or in part by funds provided under this Contract must be submitted in writing to the COUNTY immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification from the COUNTY.
5. Within thirty days after receipt of the proposed change, the COUNTY shall advise the CONTRACTOR in writing of its determination. Subsequently, the COUNTY will initiate any necessary formal amendment to the Contract for execution by the parties to the Contract.
6. Any changes proposed by the COUNTY must be agreed to in writing by the CONTRACTOR within thirty days of receipt. Upon such written agreement, the COUNTY shall initiate any necessary formal amendment as above.
7. The Contract Administrator is authorized to effect minor modifications of the work plan that do not require monetary adjustments in excess of \$10,000.00 without further consultation with the Genesee County Board of Commissioners.
8. The CONTRACTOR may submit a maximum of one budget amendment per quarter. All budget adjustments must be approved by the Office of Senior Services, and the Board of Commissioners, when required.

#### **F. TERMINATION**

This Contract is in full force and effect for the period specified in Section C.1 of this contract, subject to the following conditions:

1. This Contract may be terminated by either party for any reason by giving ninety days written notice to the other party stating the effective date of termination.
2. This Contract may be terminated by the COUNTY upon thirty days written notice to the CONTRACTOR due to convenience or diminution of funds.
3. This Contract may be terminated by the COUNTY upon seven days written notice should the CONTRACTOR be found to have failed to perform its services in a manner satisfactory to the COUNTY as per contract requirements. COUNTY will provide CONTRACTOR notice and a reasonable opportunity to cure service performance deemed to be non-satisfactory. However, the COUNTY shall be the sole judge of what constitutes a reasonable opportunity and non-satisfactory performance.
4. This Contract may be terminated immediately without further liability to the COUNTY if the CONTRACTOR, or an official of the CONTRACTOR, is found guilty of any activity referenced in Section I. Assurances, of this Contract.

5. In the event the COUNTY determines not to proceed further with this Contract during its term, the CONTRACTOR may retain all sums paid by the COUNTY for approved expenses incurred and for satisfactory work actually performed at the above stated fee structure. In this event, COUNTY will be liable for satisfactory services performed prior to the COUNTY'S notification of its intent to terminate the Contract and, upon full payment, the other obligations of either party to this Contract shall terminate except for the non-disclosure of information and non-solicitation of personnel as stated herein. Notwithstanding the preceding, COUNTY retains the right to demand and obtain repayment of any funds paid to CONTRACTOR, including withholding as offset from amounts claimed due by CONTRACTOR that the COUNTY deems to have been paid in error, for services not authorized under the Contract, or for non-satisfactory services.

#### **G. REPORTING REQUIREMENTS**

CONTRACTOR will provide the COUNTY with monthly reports using the formats provided in Attachment D and following the criteria as established and outlined in the RFP. CONTRACTOR will also provide on monthly basis a compilation, or copies, of Client Satisfaction Surveys providing information similar to that in the sample form found in Attachment E.

#### **H. REIMBURSEMENT METHOD**

1. The COUNTY shall reimburse the CONTRACTOR for Services provided during the duration of this Contract only. CONTRACTOR shall not be reimbursed for Services provided prior to the commencement date of this Contract.
2. The COUNTY shall reimburse the CONTRACTOR on a monthly basis at a rate of \$\*\*\*\* per one hour unit of service delivery for this Contract, with a maximum reimbursement total of \$\*\*\*\*\*per month. The purpose of the maximum reimbursement is to avoid CONTRACTOR expending all of its funds prior to the scheduled end date of the Contract. Reimbursements exceeding the recommended maximum figure may be permitted on a case by case basis as long as CONTRACTOR presents an explanation of need and a reasonable plan for providing continued service for the remainder of the Contract term.
3. The COUNTY shall reimburse the CONTRACTOR within thirty days of an approved invoice using the monthly invoice form and instructions found in Attachment D of this Contract. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation on the approved invoice form. COUNTY may withhold reimbursement if it deems CONTRACTOR to have failed to have substantially complied with the Contract terms. Ineligible expenses, expenditures not consistent with the approved budget, expenditures for Services knowingly performed where no vendor slot is available, or expenditures exceeding the monthly maximum limit will not be reimbursed.

4. Properly documented requests for reimbursement submitted to the COUNTY by the 21<sup>st</sup> of each month will be processed and, if approved, disbursed by the 15<sup>th</sup> of the next month. Requests submitted later than the 21<sup>st</sup> of each month and incomplete requests (e.g. inadequate supporting documentation) will be processed in the following reimbursement cycle. At its sole discretion, the COUNTY will deem expenditures as either eligible or ineligible for each reimbursement or advance expenditure request. The COUNTY may, at its discretion and upon reasonable notice, require the CONTRACTOR to complete reports additional to those attached to this CONTRACT regarding the CONTRACTOR'S expenses and activities.

**I. ASSURANCES**

The CONTRACTOR covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is related to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this Contract. Breach of this covenant shall be regarded as a material breach of this Contract.

**J. CONFIDENTIALITY**

It is understood that work performed under this Program of Services will include access to proprietary documents and information. The CONTRACTOR agrees that confidential information about the COUNTY or its related entities will not be released, except as required by law, without the prior approval of the COUNTY. The COUNTY agrees that it will not release any of the CONTRACTOR'S materials provided or utilized during the Contract term without written permission. The CONTRACTOR and the COUNTY affirm the Business Associate Agreement included as Attachment C.

Further, both parties acknowledge that the CONTRACTOR will provide a Program of Services which includes coordination and collaboration with other organizations that provide social, health, transportation, legal and other priority services related to senior residents of Genesee County who are aged 60 years and older. The CONTRACTOR agrees to protect the confidentiality of information about persons assisted throughout this Program of Services by instituting confidentiality procedures that conform to the Privacy Act of 1974 and where applicable, handle all Private Health Information (PHI) in accordance with HIPAA.

CONTRACTOR acknowledges that the COUNTY is a public body subject to the Michigan Freedom of Information Act. Records held by the COUNTY are public unless exempted. Notwithstanding the foregoing, confidential information collected and provided to the COUNTY by the CONTRACTOR as part of its reporting requirements shall be used solely for purposes of performing and evaluating the performance of this Contract and will not be retained.

**K. LIABILITY AND INDEMNIFICATION**

1. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the CONTRACTOR in

the performance of the Contract shall be the responsibility of the CONTRACTOR and not the responsibility of the COUNTY if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of the CONTRACTOR or any employee or agent of the CONTRACTOR. The CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY and its officers and employees from and against all claims, losses, damages, and expenses including but not limited to attorney's fees, arising out of or resulting from the CONTRACTOR'S performance of the Contract.

**L. APPLICABLE LAWS**

This is a Genesee County contract. This Contract shall be governed by the laws of the State of Michigan. Any dispute arising as a result of this Contract shall be resolved in the State of Michigan. The parties shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority that may have bearing on the performance of the Contract.

**M. GOOD FAITH EFFORTS TO RESOLVE DISPUTES; ATTORNEYS FEES**

If for any reason any portion of this Contract is in dispute, the parties will make their best efforts to resolve the dispute without resorting to litigation. Should litigation be required to resolve any dispute between the parties, the party not prevailing in the dispute will pay reasonable attorney's fees as part of any resolution of the dispute.

**N. INTEGRATION**

This Contract constitutes the complete understanding of the parties. No agreements, representations or understandings not specifically contained herein shall be binding upon any of the parties unless reduced to writing and signed by the parties to be bound.

**O. WAIVER**

Any clause or condition of this Contract found to be an impediment to the intended and effective operation of this Contract may be waived in writing by the parties, upon presentation of written justification by the requesting party. Such waiver may be temporary or for the life of the Contract and may affect any or all program elements covered by this Contract.

**P. SEVERABILITY**

If any provision of this Contract, or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Contract.

**Q. SPECIAL CERTIFICATION STATEMENT**

The individual or officer signing this Contract certifies by her/his name that s/he is authorized to sign this Contract on behalf of the responsible governing board, official, or CONTRACTOR.

[SIGNATURE PAGE FOLLOWS]

**COUNTY OF GENESEE**

**NAME OF CONTRACTOR**

\_\_\_\_\_  
By: Ted Henry, Chairperson  
Genesee County Board of Commissioners

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DRAFT