

PROPOSAL FOR IN-HOME SENIOR CARE SERVICES

REQUEST FOR PROPOSALS LCAO-RFP-2024-001



**Proposals Due
May 1, 2024**

SUBMIT PROPOSALS TO:

**COUNTY OF LEELANAU
ADMINISTRATOR'S OFFICE
8527 E. GOVERNMENT CENTER DR., SUITE #101
SUTTONS BAY, MICHIGAN 49682**

PHONE (231) 256-9711

FAX (231) 256-0120

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LEELANAU COUNTY REQUEST FOR PROPOSALS

The County of Leelanau (hereinafter referred to as the “County”) is seeking proposals from interested, experienced, and qualified individuals and firms (hereinafter referred to as “Respondents”) for the purpose of providing in-house Senior respite, personal care, medication management, homemaker, foot care services and transportation to medical appointments, and mobile medical alert system services for eligible senior citizens in the County.

I. INTRODUCTION

1.1 Purpose

The County is requesting proposals from qualified trained professional service providers to provide respite, personal care, medication management, homemaking, foot care services, transportation to medical appointments and mobile medical alert system services to eligible senior citizens throughout Leelanau County.

1.2 Background

The Leelanau County covers an area of approximately 341 square miles with its County seat located in the Township of Suttons Bay. The County operates a Senior Services Department, that provides respite and personal services to its eligible senior residents in area.

1.3 Qualifications & Experience

Proposer’s Personnel:

The awarded vendor shall provide only full time, qualified and trained personnel to perform the work that is subject to this contract.

Proposer’s Work Experience and References:

Proposers must have been in a business performing the work outlined in these specifications for a minimum of three (3) years.

1.4 Period of Performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin upon award of and execution of a contract. The County wishes to enter into a 2-year contract term, with an option for two automatic one-year renewals beginning June 1, 2024. The contract will include options to cancel in the event of fault or no fault.

II. GENERAL INFORMATION FOR SUBMISSIONS

2.1 Point of Contact

The County Administrator is the sole point of contact regarding this RFP. All communication between prospective proposers, Respondents, and the County upon receipt of this RFP shall be as follows:

**COUNTY ADMINISTRATOR
ADMINISTRATOR’S OFFICE
8527 E. GOVERNMENT CENTER DR., SUITE #101
SUTTONS BAY, MICHIGAN 49682
PHONE (231) 256-9711 and FAX (231) 256-0120
dallen@leelanau.gov**

In preparing proposals, prospective proposers and Respondents are to rely only upon the contents of this RFP, accompanying documents, and any written statements issued by the County. Any other communication will be considered unofficial and non-binding on the County. **THE COUNTY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** If a prospective proposer or Respondent find a discrepancy, error, or omission in the RFP, or require any written addendum thereto, the prospective proposer or Respondent is requested to notify the County Administrator in writing, so that written clarification may be sent to all prospective proposers and Respondents. Communication directed to parties other than the County Administrator may result in disqualification of the prospective proposer or Respondent.

2.2 Estimated Schedule of Procurement Activities

The County anticipates the following procurement schedule:

| | | |
|--|----------------|-----------|
| RFP Released | March 22, 2024 | |
| Questions Due to Administrator | April 8, 2024 | 5:00 p.m. |
| Administrator Responses to Questions | April 15, 2024 | |
| Intent to Bid | April 17, 2024 | |
| Proposals Due | May 1, 2024 | 3:00 p.m. |
| Notice of Award | May 22, 2024 | |
| Commence Work | June 1, 2024 | |

2.3 Submission of Proposals

Respondents are required to submit three (3) copies of their proposal. One (1) copy must have original signatures and the other copies can have photocopied signatures. Each copy of the proposal should be bound or contained in a single volume. All documentation submitted with the proposal should be contained in that single volume. The proposal, whether mailed or hand delivered, must arrive at the County Administrator’s Office no later than 3:00 p.m., local time, on May 1, 2024.

The proposal is to be sent to the County Administrator’s Office at the address noted in Section 2.1, above. The envelope submitted should be clearly marked “**Leelanau County Administrator’s Office: In-Home Senior Care Services**” and addressed to the attention of the County Administrator.

Respondents who mail proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the County. Respondents assume the risk for the method of delivery chosen. The County assumes no responsibility for delays caused by any delivery service.

Proposals may not be transmitted using electronic media such as facsimile transmission or electronic mail.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the County and will not be returned. The opening and reading of a proposal does not constitute the County's acceptance of the Respondent as a responsive and responsible Respondent.

Respondents are requested to be brief in response. The inclusion of extraneous information beyond the description of service and project approach and information specifically required by this RFP is discouraged. Submission of a proposal establishes a conclusive presumption that the Respondent is thoroughly familiar with the RFP and specifications and terms set forth herein and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained in the RFP.

2.4 Proprietary Information and Public Disclosure

Materials submitted in response to this RFP shall become the property of the County. All proposals received shall remain confidential until the deadline for submission of proposals has expired, as defined by Michigan statute (MCL 15.243(i)), the Freedom of Information Act.

2.5 Revisions to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be reduced to writing and submitted to all prospective proposers and Respondents known to the County. For this purpose, the published questions and answers and any other pertinent information will be considered an addendum to the RFP and will be provided to prospective proposers. All such changes or addenda shall become part of the contract and all prospective proposers and Respondents shall be bound by such changes and addenda. The County reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.6 Responsiveness

All proposals will be reviewed by the County to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The County also reserves the right, at its sole discretion, to waive minor administrative irregularities.

2.7 Most Favorable Terms

The County reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Respondent can propose. The County does reserve the right to contact a Respondent for clarification of its proposal. The Respondent should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some of or the Respondent's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the County.

2.8 Costs of Proposal

The County will not be liable for any costs incurred by the Respondent in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.9 No Obligation Contract

This RFP does not obligate the County to award a contract for services specified herein.

2.10 Rejection of Proposals and Reservation of Right to Negotiate

The County reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP. The County also reserves the right to waive any informalities or irregularities in proposals, and/or negotiate separately the terms and conditions of all or any part of the proposals as deemed to be in the County's best interests at its sole discretion even though not the lowest cost. No proposal shall be accepted from any party who is in default on the payment of taxes or other liability due the Treasurer.

2.11 Failure to Comply

The Respondent is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

2.12 Commitment of Funds

No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.13 Signatures

The Letter of Submittal and the Certifications and Assurances form must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

2.14 Prime Contractor Responsibilities

The Respondent, whose proposal is accepted by the County, will be required to assume responsibility for all services offered in the proposal regardless of whether or not they possess them within their organization or will be provided by a subcontractor. Furthermore, the County will consider the successful Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2.15 Failure to Perform

For failure to deliver or perform in accord with the accepted bid, the County may consider the Respondent in default and take steps to protect the County's interest. The County may, if applicable and without impairing its other rights and benefits, purchase all or part of the contract goods or services on the open market and charge any additional costs to the contractor or his surety.

2.16 Non-Collusion Clause

By signing and submitting this bid, the Respondent states that Respondent's proposal is genuine and not collusive or sham; such Respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent or person, to put in a sham bid, or that such other person will refrain from proposing and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the price of affiant or any other proposer, or to fix any overhead, profit or cost element of said bid price.

2.17 Withdrawal

Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No proposal may be withdrawn after the deadline for submission.

2.18 No RFP Response

Respondents who receive this RFP by invitation, but who do not submit a proposal, are requested to return a notice stating the reason(s) for not responding.

III. PROPOSAL CONTENT

3.1 Proposal Submission

Responses to this RFP must include the following:

Proposer shall provide a minimum of three (3) customer references.

A statement of your company's proposed handling of the project's Scope of Services as provided in Exhibit A and incorporated herein by reference.

Documentation demonstrating three (3) years of experience in the type of work outlined in the Scope of Services.

A current resume for all persons who would be working on the project which includes a description of qualifications, skills and current availability. It should also demonstrate each person's role in the project. At minimum, resumes for the project manager must be included.

Proposers shall provide a completed Certificate of Experience with their proposal. See Attachment "B", Certificate of Experience.

Proposer shall describe the proposed strategy and/or plan for achieving the objectives of the RFP. Proposer may utilize a written narrative or any other printed technique to demonstrate the ability to satisfy the scope of services.

If the Respondent has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Respondent's non-performance or poor performance and the issue of performance was either

(a) not litigated due to inaction on the part of the Respondent, or (b) litigated and such litigation determined that the Respondent was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the Respondent's position on the matter. The County will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Respondent in the past five (5) years, so indicate.

3.2 Cost Proposal

The evaluation process is designed to award this contract not necessarily to the Respondent of least cost, but rather to the Respondent whose proposal best meets the requirements of this RFP.

Identify all costs including expenses to be charged for performing the Services necessary to accomplish the objectives of the contract. The Respondent is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract.

Costs for subcontractors are to be broken out separately.

3.3 Identification of Anticipated and/or, Potential Project Problems

Use this section of the proposal to identify and describe any anticipated and/or potential project problems, the Respondent's approach to resolving these problems, and any special assistance that will be requested from the County.

3.4 Acceptance of Conditions

Provide a definitive statement of intent to comply with the Contractual Terms and Conditions as delineated in this RFP. If proposed terms and conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to the terms required by law or County purchasing and contractual requirements may be grounds for disqualification of the proposal.

IV. CONTRACTUAL TERMS AND CONDITIONS

Any contract arising out of this RFP shall contain provisions that include, but will not be limited to, the following:

4.1 Nondiscrimination Clause

The Respondent who is selected as the Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, gender identity, gender expression, national origin, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, age or political affiliation.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- 4.1.1** The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- 4.1.2** The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- 4.1.3** Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended, and regulations promulgated there under.
- 4.1.4** The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated there under.

Breach of this section shall be regarded as a material breach of the agreement.

4.2 Indemnification and Hold Harmless

The Respondent who is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Leelanau and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Leelanau and its elected and appointed officers, employees, servants and agents may incur as a result of any violations of federal or State of Michigan laws, codes, rules or regulations, willful or wanton misconduct, or negligent acts or omissions of the Contractor or its employees, servants, agents or Subcontractors that may arise out of the agreement.

The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

4.3 Contractor Insurance Requirements

The Respondent who is selected as the Contractor shall, at all times during the term of this Agreement, maintain insurance that meets the requirements of Leelanau County's Board of Commissioners Policy on "Insurance Requirements." A copy of said Board Policy shall be attached to this Agreement labeled as an Exhibit. The attached Exhibit will be incorporated by reference into this Agreement and shall be made a part thereof. (See Exhibit D).

4.4 Applicable Law and Venue

Any agreement resulting from this RFP shall be subject to and construed according to the laws of the State of Michigan. The County and the Respondent who is selected as the Contractor agree that the venue for any legal or equity action under this agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event that any action is brought under any agreement resulting

from the RFP in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District - Southern Division.

4.5 Compliance with the Law

The Respondent who is selected as the Contractor shall render the services to be provided pursuant to this Agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

4.6 Assignments

The Respondent who is selected as the Contractor shall not assign the award of the contract or any payment without the prior written approval of the County.

4.7 Independent Contractor

The Respondent who is selected as the Contractor shall be an independent contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Contractor shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

4.8 Iran Linked Business

The Respondent who is selected as Contractor shall certify to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

V. EVALUATION AND CONTRACT AWARD

5.1 Evaluation Procedure

This document is an RFP. As a result of this RFP, the County expects to receive and evaluate proposals and select a qualified service provider. As such, the lowest price proposal will not guarantee an award. Proposals will be evaluated based around features of service, qualifications,

experience, timeliness and what is determined by the County to be the best solution for the County. The County may also consider the past performance of the Respondent on other contracts with the County or other entities.

The County may select a limited number of Respondents with whom to schedule interviews.

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. All proposals received by the stated deadline will be reviewed by the County to ensure that Respondents meet all minimum requirements. Respondents that fail to meet stated qualifications or any proposal that does not contain all of the required information will be rejected as non-responsive. The County reserves the right to make such additional investigations as it deems necessary and may require the submission of additional information.

EXHIBIT A
SCOPE OF WORK
FOR
RESPITE, PERSONAL CARE, MEDICATION MANAGEMENT, HOMEMAKING, FOOT CARE
SERVICES, TRANSPORTATION TO MEDICAL APPOINTMENTS, AND
MOBILE MEDICAL ALERT SYSTEM.

Description of Required Services

The contracting agency shall provide qualified, trained personnel who offer eligible Leelanau County seniors respite care, personal care, medication management, homemaking, foot care services, transportation to medical appointments, and personal alert/emergency response systems.

Service Eligibility Determination

1. The client must be sixty (60) or older.
2. The client must be a Leelanau County resident with permanent, temporary, or transitional residential status.
3. To be eligible for in-home services, a person must meet program eligibility through Leelanau County Senior Services.
4. To be eligible for foot care services, Leelanau Country Senior Services must refer the client. Clients must purchase a foot care voucher before their scheduled appointment. The voucher serves as a referral.
5. Also, client risk for untoward outcomes related to in-home services may include living alone and physical conditions.
 - A. If this program limits new client enrollment, pre-screening scores may be used to prioritize clients.
 - B. Priority may be given to seniors with the highest functional, social, and economic needs and who are deemed frail and/or at risk.

Services

The services to be provided shall include the following:

1. Respite Care

The contracting agency shall provide family caregivers of eligible Leelanau County seniors with respite care for their loved ones for caregiver relief.

- A. This service can be scheduled as needed to allow family caregivers time to run errands, go shopping, or rest.
- B. Respite Care may require personal care or transportation to involve seniors with their community (attend Wellness programs, congregate meals, or other social events).

2. Personal Care Services

The contracting agency shall provide qualified, trained personnel to provide eligible Leelanau County seniors with personal care. The individual care services shall include, but not limited to:

A. Bathing, Grooming and Hygiene

- i. The contracting agency shall help eligible Leelanau County seniors with bathing, grooming, and hygiene. These services enhance the seniors' mental and physical well-being, supporting them to feel positive about their appearance.

B. Transferring and Positioning

- i. The contracting agency shall provide Leelanau County seniors with trained caregivers to assist with moving a senior from one surface to another. Using correct transferring and positioning techniques helps promote proper posture, aids in healthy skin, reduces the weakening and stiffening of muscles, and encourages proper breathing, digestion, and elimination.

C. Toileting and Incontinence Care

- i. The contracting agency shall compassionately and sensitively care for eligible Leelanau County seniors, helping them maintain dignity and self-esteem as they receive help with activities of daily living related to incontinence and toileting assistance.

D. Feeding and Special Diet

- i. The contracting agency shall assist eligible Leelanau County seniors with feeding assistance and help maintain special diets. The agency shall make the mealtime enjoyable social experience, using adaptive equipment as needed. In addition, the agency shall help seniors stay on prescribed diets to prevent or control various medical conditions (i.e., heart disease, diabetes). The agency should encourage seniors to eat a well-balanced diet that provides the energy needed for active living and disease prevention and promotes healthy skin and healing.

3. Medication Management Services

The contracting agency shall provide qualified, trained personnel for eligible Leelanau County seniors with medication management services. The medication management services shall include but are not limited to the following:

- A. Demand strict adherence to the physician-prescribed medication regimen to avoid severe consequences.
- B. Maintain a confidential client file with nurses' notes and medication charts.
- C. Directly assist clients in managing prescription(s) as prescribed by a physician, OTC (over-the-counter) medication, and nutritional supplements.
- D. The contractor will perform the set-up of medications, give instructions to clients, and maintain compliance.
- E. The client and contractor will determine the schedule. In certain situations, schedules for visits may be impacted by input from the Client's primary health care provider (e.g., M.D., D.O., P.A.C.)
- F. Clients have the option, when appropriate, to purchase services at a determined rate.
- G. The contractor will notify Leelanau County Senior Services immediately if unable to continue to provide the services.

4. Homemaker Services

The contracting agency shall provide qualified, trained personnel to provide eligible Leelanau County seniors with homemaker services. The primary function of a HOMEMAKER is to perform in-door light house cleaning tasks independently at various homes in Leelanau County within established policies and procedures. Manual labor for these tasks is required. The work schedule should be as consistent as possible, but medical appointments may come up for seniors.

A. PRIMARY HOME MAKER DUTIES AND RESPONSIBILITIES (may include but are not limited to the following):

- i. Dust, vacuum, sweep, and mop floors.
- ii. Makes beds and shakes out small rugs.
- iii. Washes dishes, wipes kitchen counters, cleans sinks, refrigerator, stove, and cupboards.
- iv. Cleans bathroom (tub, sink, toilet, shower).
- v. Washes laundry provided washer/dryer are in the home.
- vi. Washes inside “reachable” windows.

B. HOME MAKERS shall not do heavy lifting, work on ladders, or climb.

5. Foot Care Services

The contracting agency shall provide qualified, trained personnel for foot care services to eligible Leelanau County seniors.

- A. Qualified personnel to provide foot care to individuals attending the area clinics at various locations throughout Leelanau County.
- B. Clients bring wash basins to soak their feet in. Feet are soaked for roughly 10 minutes. The qualified personnel dry the feet, inspect them, and evaluate them to determine if any trouble areas of the feet need to be addressed by a podiatrist.
- C. Qualified personnel trim toenails with clippers, use orange sticks to remove extra epithelial tissue, and file each nail with file/emery board. Pumice stone is also utilized on the heels and the bottoms of the feet to exfoliate and remove dead skin cells.
- D. Once the feet and toenails have been examined and treated by the agency’s qualified personnel, the lotion is applied; assistance with replacing shoes and socks is done to complete the process.

6. Transportation to Medical Appointments

The contracting agency shall provide qualified, trained personnel and certified, licensed, and insured drivers to provide eligible Leelanau County seniors with transportation services to and from doctors, therapy, and other medical-related appointments. The drivers shall provide seniors transported with any assistance they may require to get in and out of the vehicle.

7. Mobile Medical Alert System/Personal Emergency Response System

Equipment provided shall include shower-safe emergency response pendants and work anywhere in the U.S. where cell service is available. The contracting agency shall maintain the system, providing ongoing maintenance.

Reporting

The Contracting agency will submit a monthly financial statement. The financial statement shall include the total cost for the month, the client's name, address, date of service, service units, and times of service. In addition, the statement shall include a year-to-date balance of units of service and cost.

Unit of Service

- A. Personal Care: One (1) service unit shall equal one (1) hour performing personal care services.
- B. Medication Management: One (1) service unit shall equal fifteen (15) minutes performing Medication Management services.
- C. Respite Care: One (1) service unit shall equal one (1) hour performing Respite Care services.
- D. Homemaker: One (1) service unit shall equal one (1) hour of homemaking services.
- E. Foot Care Services: One (1) service unit shall equal one (1) visit providing foot care services. Each unit of service per eligible senior shall be performed as needed.
- F. Transportation: One (1) service unit shall equal one (1) hour of transportation services. Each unit of service per eligible senior shall be performed as needed.
- G. Mobile Medical Alert System: One (1) service unit shall equal one (1) pendant and associated equipment and services. Each unit of service per eligible senior shall be on an ongoing basis until terminated by LCSS.

EXHIBIT B
CERTIFICATIONS AND ASSURANCES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.
FAILURE TO SUBMIT THIS COMPLETED FORM MAY RESULT IN DISQUALIFICATION.

Firm Name:

I/we make the following statement of assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with other proposers for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a firm offer for a period of one hundred twenty (120) days following receipt, and it may be accepted by the County without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the one hundred twenty (120) day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of Leelanau County whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that the County will reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the County, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other proposer or to any competitor.
6. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. I/we acknowledge communication of any kind regarding my/our proposal directed to parties other than the Project Administrator may result in my/our disqualification.
9. I/we warrant that no conflict of interest knowingly exists for any member of the project team that contributed to this proposal or prospective contract.

Signature

Date

Title

EXHIBIT C

CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012 FORM

(Please type or print clearly in ink only)

I certify that neither _____ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

(Name of Company)

By: _____

Date: _____

Title: _____

EXHIBIT D
CHECKLIST FOR RESPONSIVENESS

_____ Proposal was submitted on or before 3:00 p.m., local time, on _____, 20__.

_____ Required number of proposal copies were submitted.

_____ Proposal was formatted into eight major sections: Letter of Submittal, including a signed Certifications and Assurances; Project Manager and Team Qualifications, Experiences and Requirements; References; Related Information and History; Cost Proposal and Compensation; Identification of Anticipated and/or Potential Project Problems; Signed Certificate of Compliance with Public Act 517 of 2012 Form; and Acceptance of Conditions.

_____ Respondent meets minimum qualifications:

1. Licensed to do business in the State of Michigan.
2. Will comply with the Certificate of Assurances set forth in Exhibit A.
3. Has certified that it is not an Iran Linked Business.
4. Submit proposals as specified in this RFP.

_____ Letter of Submittal and Certifications and Assurances were signed by an individual authorized to bind the Proposer to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the sole proprietor of a sole proprietorship.

_____ Three (3) references from three (3) previous clients provided.

NOTE: "Yes" answers must be given to each element above for the proposal to be considered responsive.

(Name of Company)

By: _____

Date: _____

Title: _____

**EXHIBIT E
LEELANAU COUNTY BOARD POLICY**

| | | | |
|-------------------|--|------------|------------|
| GENERAL SUBJECT: | Administration/General (County Administrator) | Policy No. | 13 |
| SPECIFIC SUBJECT: | Insurance Requirements Policy | Adopted: | 04/17/1990 |
| | | Revised: | 02/15/1994 |
| | | Revised: | 05/21/2013 |
| | | Revised: | 12/19/2017 |

APPLIES TO: All Leelanau County Employees and Elected Officials.

PURPOSE: The Leelanau County Board of Commissioners hereby establishes a policy on insurance requirements for contractors, vendors, individuals, and/or organizations receiving monies from Leelanau County. The purpose of these requirements is to assure that the parties referenced above are accepting appropriate responsibility for insuring their own operations, and that they are not unduly exposing Leelanau County taxpayers to liability and/or loss.

The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Leelanau County and have a minimum A.M. Best Company (www.ambest.com) Insurance Report rating of not less than A or A- (Excellent).

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation and Employers' Liability Insurance are required if the party hires one or more persons or currently has employees. If a party currently does not have any employees, and is a sole proprietor, an affidavit must be filed with the County Clerk stating that the party currently has no employees and will not hire any while working for Leelanau County as a contractor or a subcontractor, etc. If a party currently does not have any employees and is incorporated (Inc.) or a limited liability corporation (LLC), they must file a Notice of Exclusion, WC-337, with the State of Michigan and then provide a copy of the State-approved document to the County Clerk.
2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County

shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.

3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

9. Owners' and Contractors' Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.

10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:
 - a. Certificate of Insurance for Workers' Compensation Insurance;
 - b. Certificate of Insurance for Commercial General Liability Insurance;
 - c. Certificate of Insurance for Vehicle Liability Insurance;
 - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
 - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
 - f. If so requested, Certified Copies of all policies mentioned above will be furnished.

11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

Failure to comply with these insurance requirements could result in the termination of a contract or delay in receipt of funds. Questions regarding the scope of applicability of this policy may be directed to the Leelanau County Administrator.