


REQUEST FOR PROPOSAL

 <p>JAYHAWK AREA AGENCY ON AGING, INC. 2910 SW Topeka Blvd. Topeka, KS 66611</p>	<p>RFP NO: 2021-CHAMPSS-01 DATE: February 1, 2021</p> <p>PHONE NO: 785 235-1367 FAX NO: 785 235-2443</p>
<p style="text-align: center;">RETURN RFP NO LATER THAN:</p> <p>DATE: MARCH 5, 2021</p> <p>TIME: 4:00 PM Local Time</p>	<p style="text-align: center;">RETURN RFP TO:</p> <p>Jayhawk Area Agency on Aging Sharon Wright – swright@jhawkaaa.org 2910 SW Topeka Blvd Topeka, KS 66611</p>

DESCRIPTION:

CHAMPSS (Choosing Healthy Appetizing Meal Plan Solutions for Seniors) Program

The Jayhawk Area Agency on Aging, Inc. seeks proposals from a single contractor to administer and provide for an alternative congregate dining site program to provide nutritious meal options for eligible older adults under a Program known as CHAMPSS (Choosing Healthy Appetizing Meal Plan Solutions for Seniors). The service area has an increasing number of older citizens in need of in-home services to assist them to remain in their own homes for as long as possible with safety and dignity.

This RFP is for a four-year period from October 1, 2021 to September 30, 2025 (fiscal years 2022, 2023, 2024 and 2025) with new contracts being issued at the beginning of each fiscal year.

To respond to this RFP this cover sheet and the appropriate forms should be completed and submitted. Jayhawk Area Agency on Aging, Inc. is requesting one (1) original clearly marked as such and signed with blue ink.

Deadline to submit questions: February 17, 2021

INVOICE DISCOUNT TERMS

Is a discount offered for prompt payment of invoices? **YES**____**NO**____. If yes, please complete information below.

VENDOR TERMS: _____ % DISCOUNT PERIOD _____ DAYS NET _____ DAYS

MUST BE SIGNED TO BE VALID			
COMPANY:		DATE:	
MAILING ADDRESS:		PHONE:	
CITY	STATE:	ZIP:	E-MAIL:
SSN OR FEDERAL TAX NO:		TITLE OF AUTHORIZED REPRESENTATIVE:	
AUTHORIZED SIGNATURE:		PRINTED NAME:	
		DATE:	

Jayhawk Area Agency on Aging, Inc.
STANDARD TERMS AND CONDITIONS

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in the solicitation document or any amendment hereto, the definition or meaning described below shall apply.

- a. **Agency and/or Department** means Jayhawk Area Agency on Aging, Inc. for which the equipment, supplies, and/or services are being purchased.
- b. **Amendment** means a written, official modification to a solicitation document or to a contract.
- c. **Attachment** applies to all forms which are included with a solicitation document to incorporate any informational data or requirements related to the Performance Requirement.
- d. **Bidder** means the person or organization that responds to a solicitation document by submitting a bid/proposal with price to provide the equipment, supplies, and/or services as required in the solicitation document.
- e. **Buyer** The **Contact Person** as referenced herein is usually the Buyer.
- f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- g. **Contractor** means a person or organization who is a successful bidder as a result of a bid/proposal and who enters into a contract.
- h. **Exhibit** applies to forms which are included with a bid/proposal for the bidder to complete and return with the sealed response prior to the specified opening date and time.
- i. **Invitation for Bid (IFB)/Request for Proposal (RFP)** means the procurement document issued by Jayhawk Area Agency on Aging, Inc. to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- j. **May** means that a certain feature, component, or action is permissible, but not required.
- k. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid/proposal being considered non-responsive and not evaluated any further.
- l. **Shall** have the same meaning as the word **must**.
- m. **Should** means that a certain feature, component and/or action is desirable and not mandatory.

2. OPEN COMPETITION

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise Jayhawk Area Agency on Aging, in writing if any language, specifications or requirements of a bid/proposal appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the bid/proposal to a single source. Any and all communication from bidders regarding specifications, requirement, competitive bid process, etc., must be directed to the buyer from Jayhawk Area Agency on Aging, Inc. as indicated on the first page of the bid/proposal. Such communication shall be received by the deadline for question submission shown on the front page of the RFP.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the bid/proposal, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the bid/proposal, any questions received by Jayhawk Area Agency on Aging, Inc., after the deadline for submission of questions shown on the front page for the RFP may not be answered.

- b. Bidders are cautioned that the only official position of Jayhawk Area Agency on Aging, Inc. is that position which is stated in writing and issued by Jayhawk Area Agency on Aging, Inc., in the bid/proposal or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- c. Jayhawk Area Agency on Aging, Inc., monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anti-competitive conduct by bidders

which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Kansas Attorney General's Office for appropriate action.

- d. Jayhawk Area Agency on Aging, Inc., reserves the right to officially modify or cancel a bid/proposal after issuance. Such a modification shall be identified as an **amendment**.

3. PREPARATION OF BID/PROPOSAL

- a. Bidders **must** examine the entire bid/proposal carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the bid/proposal, all specifications and requirements constitute minimum requirements. All bids/proposals must meet or exceed the stated specifications/requirements.
- c. Unless otherwise specifically stated in the bid/proposal, any manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification and/or requirement are for informational purposes only to indicate level of quality required and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection.
- d. Firm fixed prices shall include all packing, handling and shipping charges FOB destination, freight allowed unless otherwise specified in the Invitation for Bid.
- e. The firm fixed prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

4. SUBMISSION OF BIDS/PROPOSALS

- a. A bid/proposal submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the bid/proposal, (3) be priced as required and (4) be e-mailed to Jayhawk Area Agency on Aging, Inc., and officially clocked in no later than the exact closing time and date specified on the bid/proposal. Facsimile transmitted bids/proposals will not be accepted.
- b. A bid may only be modified or withdrawn by signed, written notice which has been received by Jayhawk Area Agency on Aging, Inc., prior to the official proposal due date and time specified. A bid may also be withdrawn or modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a bid shall not be honored.

5. BID/PROPOSAL CLOSING

- a. It is the bidder's responsibility to ensure that the bid is delivered by the official proposal due date and time to Jayhawk Area Agency on Aging, Inc. Late bids will not be considered regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the bidder.

6. EVALUATION/AWARD

- a. Any pricing information submitted by a bidder but not reflected on the pricing page shall be subject to evaluation if deemed by Jayhawk Area Agency on Aging, Inc., to be in the best interests of Jayhawk Area Agency on Aging, Inc.
- b. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the bid/proposal and (2) is the best bid, considering price, responsiveness and responsibility of the bidder, and all other evaluation criteria specified in the bid/proposal.
- c. When evaluating a bid, Jayhawk Area Agency on Aging, Inc. reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- d. Any award of a contract shall be made by written notification from Jayhawk Area Agency on Aging, Inc.
- e. All bids and associated documentation which were submitted on or before the official proposal due date and time will be considered open records pursuant to the State of Kansas open record law.
- f. Jayhawk Area Agency on Aging, Inc., reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that bidder's response shall be subject to acceptance without further clarification.

- g. Jayhawk Area Agency on Aging, Inc., reserves the right to award by item, groups of items or on all or none basis. Also, the right to reject any or all bids or proposals in part or its entirety, to waive any minor technicality or irregularities of bids/proposals received.

- h. In the event of a discrepancy between the unit price and the extension, the unit price shall prevail.

7. CONTRACT/PURCHASE ORDER

- a. By submitting a bid/proposal, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the bid/proposal, pursuant to all requirements and specifications contained herein.
- b. A binding contract shall include: (1) The bid/proposal and any amendment thereto, (2) the contractor's response to the bid/proposal, and (3) Jayhawk Area Agency on Aging, Inc.'s acceptance of the bidder's response in writing.
- c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment.

8. INVOICING AND PAYMENT

- a. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Jayhawk Area Agency on Aging, Inc.
- b. Payment for all equipment, supplies, and services shall be made in arrears. Jayhawk Area Agency on Aging, Inc. shall not make any advance deposits unless provided in the solicitation document.
- c. Jayhawk Area Agency on Aging, Inc. assumes no obligation for equipment or supplies shipped in excess of the quantity ordered. Any unauthorized quantity is subject to Jayhawk Area Agency on Aging, Inc.'s rejection and shall be returned at the contractor's expense.

9. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

10. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agent of Jayhawk Area Agency on Aging, Inc. pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. Jayhawk Area Agency on Aging, Inc.'s right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies.

11. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by Jayhawk Area Agency on Aging, Inc., (2) be fit and sufficient for the purpose expressed in the Invitation for Bid/Request for Proposal, (3) be of good materials and workmanship, and (4) be free from defect.

12. CONFLICT OF INTEREST

The contractor hereby covenants that at the time of the submission of the bid/proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of this contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

13. CANCELLATION/TERMINATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, Jayhawk Area Agency on Aging, Inc., may cancel the contract. At its sole discretion Jayhawk Area Agency on Aging, Inc., may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The

actual cure must be completed within no more than 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

- b. If the contractor fails to cure the breach or if circumstances demand immediate action, Jayhawk Area Agency on Aging, Inc. will issue a notice of cancellations terminating the contract immediately.
- c. If Jayhawk Area Agency on Aging, Inc., cancels the contract for breach, Jayhawk Area Agency on Aging, Inc., reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Jayhawk Area Agency on Aging, Inc., deems appropriate and back charge the contractor for any additional costs incurred thereby.
- d. Jayhawk Area Agency on Aging, Inc., reserves the right to terminate the contract at any time for the convenience of Jayhawk Area Agency on Aging, Inc. without penalty or recourse, by giving the contractor a written notice of such termination at least 30 calendar days prior to termination. The contractor shall be entitled to receive just and equitable compensation for the work completed pursuant to the contract prices prior to the effective date of termination.

14. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, delivered to a telegraph office fee prepaid; hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract, or emailed to the specific contact listed in the contract.

15. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless Jayhawk Area Agency on Aging, Inc., its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

16. NON-DISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, disability, or age. If discrimination by a contractor is found to exist, Jayhawk Area Agency on Aging, Inc., shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract and/or removal from bidder's lists until corrective action by the contract is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

17. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

18. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Title VI of the Civil Rights Act of 1964.

19. OLDER AMERICANS ACT (OAA)

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Older Americans Act.

20. GOVERNING LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

21. HOLD HARMLESS

The contractor agrees to protect, defend, indemnify and hold Jayhawk Area Agency on Aging, Inc., its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent claims, etc., relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included

in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

23. RIGHT TO EXAMINE AND AUDIT RECORDS

The Contractor agrees that Jayhawk Area Agency on Aging, Inc., or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the Contractor hereunder, or any change order or contract modification thereto, or with compliance with any clauses there under. Such records shall include hard copy as well as computer readable data. The Contractor shall require all of its payees including but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee. Further, the Contractor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to Jayhawk Area Agency on Aging, Inc. any and all such books, documents, papers, and records.

24. HIPPA COMPLIANCE

All contracting parties hereby agree that they will comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law, 104-191 ("HIPAA") and the Health and Human Services regulations implementing the Administrative Simplification and enter into addenda or memorandum of understanding as may be necessary to address the details of such implementation.

SPECIAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
Jayhawk Area Agency on Aging, Inc.

1. **INSURANCE:** The contractor shall be required to maintain and carry in force for the duration of the contract, insurance coverage of the types and minimum liability as set forth below (**SAMPLE CERTIFICATE ATTACHED**):

A. **Commercial General Liability including Product and Contractual Liability**

Not less than \$1,000,000 single limit per occurrence for bodily injury, personal injury and property damage.

Minimum \$2,000,000 aggregate.

B. **Workers' Compensation and Employer's Liability**

Workers' Compensation Statutory
(include all states endorsement)

Employer's Liability \$100,000 each occurrence

Before entering into a contract, the successful bidder shall furnish to Jayhawk Area Agency on Aging, Inc. a Certificate of Insurance verifying such coverage and identifying Jayhawk Area Agency on Aging its' officers, commissions, agents and employees as additional insured as pertains to the contract. This inclusion shall not make Jayhawk Area Agency on Aging, Inc. a partner or joint venture with the contractor in its operations hereunder.

The Board of Jayhawk Area Agency on Aging, Inc., its officers, commissions, agents and employees shall be named as additional insureds as respects: Liability arising out of acts performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; or automobiles, leased, hired or borrowed by the contractor.

The certificate holder on the Certificate of Insurance shall be as follows:

Jayhawk Area Agency on Aging, Inc. 2910 SW Topeka Blvd. Topeka, KS 66611. Prior to any material change or cancellation, Jayhawk Area Agency on Aging, Inc., its officers, commissions, agents and employees will be given thirty (30) days advanced written notice by registered mail to the stated address of the certificate holder.

In the event of an occurrence, it is further agreed that any insurance maintained by Jayhawk Area Agency on Aging, Inc., its officers, commissions, agents and employees shall apply in excess of and not contribute with insurance provided by policies named in this contract.

2. **TIME LIMIT TO SUBMIT SUPPORTING DOCUMENTS:** Within ten (10) calendar days after notification to enter into contract, the successful respondent must furnish the required insurance and bonds. If any successful respondent fails to furnish said documents within ten (10) calendar days, the award to that respondent may be withdrawn and awarded to the next acceptable proposal.
3. **CONTRACT PERIOD:** The contract shall be effective October 1, 2021 through September 30, 2022. The Contractor must have secured written agreements with all stated facilities by September 1, 2021 to comply with this contract period.
4. **OPTION TO RENEW CONTRACT:** The Jayhawk Area Agency on Aging, Inc. reserves the sole right to renew said contract annually.
5. **CONTRACT PRICING:** The AAA will reimburse Contractor at a cost per meal. This rate shall remain firm during the contract period. This rate will be a sum of Title III-C1 funds of the Older Americans Act (O.A.A.), program income, USDA and match from other resources. Table below is an example for illustration purposes and does not reflect actual payment to be made:

Sales tax exempt	participants	contractor	JAAA
C1 earned			\$4.38
Program income	\$2.95		
USDA			\$0.65
Match		\$0.51	
\$8.49 =	\$2.95+	\$0.51+	\$5.03+

Not sales tax exempt	participants	contractor	JAAA
C1 earned			\$4.82
Program income	\$2.95		
USDA			\$0.65
Match		\$0.57	
\$8.99 =	\$2.95+	\$0.57+	\$5.39+

6. **LICENSES AND PERMITS:** The contractor will ensure, without expense to the Jayhawk Area Agency on Aging, Inc., that any necessary licenses and permits have been obtained.
7. **CODES AND REGULATIONS:** All work within the scope of this request shall be completed by the successful bidder to all applicable current prevailing codes and regulations.

8. ADDITIONAL SERVICES: The Jayhawk Area Agency on Aging, Inc. reserves the right to add additional services to this contract with the mutual consent of the contracting parties within the contract period.
9. NEGOTIATIONS: The Jayhawk Area Agency on Aging, Inc. reserves the right to negotiate any and all elements of a contract resulting from this request for proposal.
10. PUBLICITY CLAUSE: Any publicity releases and materials published in connection with the project shall conspicuously acknowledge support of the Jayhawk Area Agency on Aging, Inc and the Kansas Department for Aging and Disability Services.
11. OWNERSHIP: Any work product or deliverable report or data provided to the Jayhawk Area Agency on Aging, Inc. as a result of work performed while under contract shall be considered the property of the Jayhawk Area Agency on Aging, Inc. and may be used in any fashion the Jayhawk Area Agency on Aging, Inc. deems appropriate.
12. ELECTRONIC VERSION: The electronic version of the bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Jayhawk Area Agency on Aging, Inc., shall not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore respondents are cautioned that the hard copy of the bid/RFP on file at the Jayhawk Area Agency on Aging, Inc. governs in the event of a discrepancy between the information on the electronic version and that which is on the hard copy.
13. Applicants shall be free from any conflicts of interest, K.A.R.6.3.1.(1)(B).<http://www.kslegislature.org/ksadminregs/26-3-1.html>. Applicant organizations may be either public agencies, not-for-profit or for-profit organizations.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER Your Insurance Agency		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Must include applicant meal provider		INSURERS AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ PER DAMAGE TO RENTED PREMISES (Ea occurrence) \$ TERMS MED EXP (Any one person) \$ OF PERSONAL & ADV INJURY \$ CONTRACT GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Additional insured – Jayhawk Area Agency on Aging, Inc., its officers, agents and employees.

CERTIFICATE HOLDER Jayhawk Area Agency on Aging 2910 SW Topeka Blvd Topeka, KS 66611	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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A. INTRODUCTION

The Jayhawk Area Agency on Aging, Inc. seeks proposals from a single contractor to administer and provide for an alternative congregate dining site program to provide nutritious meal options for eligible older adults under a Program known as *CHAMPSS* (Choosing Healthy Appetizing Meal Plan Solutions for Seniors). Compensation will be paid from Title III-C1 funds of the Older Americans Act (O.A.A.), program income, USDA and match from other resources.

B. SCOPE OF SERVICES

Jayhawk Area Agency on Aging, hereinafter referred to as the “AAA”, desires to purchase the services of a single Contractor to administer and provide nutritious meals within Douglas, Jefferson and Shawnee Counties for persons eligible for the CHAMPSS program which is an alternative congregate dining site program. The Contractor represents that it is duly qualified to administer and subcontract with designated facilities to provide nutritious meals. Eligibility for CHAMPSS is defined as an individual 60 years of age or older and the spouse of that individual regardless of his or her age; or an individual less than 60 years of age with disability who resides in a home with and accompanies an individual 60 years of age or older. Eligibility includes this limitation: a person receiving home delivered meals connected to O.A.A. funding is not eligible for CHAMPSS.

The services as required to be provided by the Contractor hereunder shall include the following:

- a. A nutritious meal will be provided for eligible persons during subcontractors business hours, every day of the week.
Eligible meals will include breakfast, lunch, and dinner.
- b. The Contractor agrees to have available meals that will consist of 1/3 of the current Recommended Daily Allowances (RDA's) which includes:

2.5 ounces meat/minimum 20 grams protein, 2 servings of vegetables (1/2 cup serving each) or 1 serving of vegetables (1 cup serving), 1 serving of fruit (2/3 cup serving), 8 ounces fat free or 1% milk or 1 serving of low fat dairy (such as cheese, yogurt, or fortified soy beverage), 2 servings whole and enriched grains (half being whole grain), with appropriate fats and oils, and limited sugars. (see attached; KDADS FSM 4.1.7, 4.1.8, and 4.1.9)

- c. The Contractor will ensure that sub-contractors have a registered and/or licensed (both designations are preferred) dietitian, employed or contracted, to work with the AAA Nutrition Coordinator on providing menus that meet the Kansas Department for Aging and Disability Services menu planning and certification requirements. The Contractor will submit to AAA a copy of each dietitian's license. The Contractor will ensure copies of the dietitian's certified menus for each subcontractor will be submitted to JAAA by September 1, 2021. (see attached; KDADS FSM 4.1.7, 4.1.8 and 4.1.9)
- d. The Contractor will ensure that no less than two options of meat, two options of fruit and two options of vegetables will be provided daily for lunch and dinner, as well as, for breakfast, if breakfast is served.
- e. The Contractor will use current SeniorDine electronic swipe card system for tracking of meals served. Contractor will allow AAA access to the swipe card system for monitoring.
- f. The Contractor will issue new CHAMPSS cards to all future card holders and replacement cards for all current card holders (as needed); an estimated 3,000 card holders by the end of September 2021.

- g. The Contractor will ensure that the subcontractors will receive from the customer, at time of purchase the *CHAMPSS CARD*. The subcontractors will swipe the *CHAMPSS Card* for each CHAMPSS customer. The card will serve as payment from customer for one complete meal with selections from each food group. The card system will transmit customer information and a meal charge to the electronic meal tracking system. Payment will not be made for any meals served to unauthorized persons or served to persons without an active, current KAMIS registration for the service received.
- h. The Contractor will ensure sales taxes are reported and paid related to CHAMPSS meals.
- i. The Contractor must provide Match funding for the OAA Title IIIC-1 federal funding, and make known the source of the Match funding. Program Income (donations from customers) cannot be used as Match.
- j. The Contractor must inform customers of the opportunity to contribute to the cost of the meal. The privacy of the customer with respect to the contribution must be protected. Any eligible persons will not be denied service if unable to contribute to the cost of the meal. Contributions will be considered program income and will be used only to expand nutrition services.
- k. The Contractor must establish a suggested donation amount for meals for eligible persons.
- l. The Contractor must be certified to accept SNAP Benefits for meal contributions.
- m. The Contractor shall ensure subcontractors compliance with all applicable federal, state and local laws and regulations governing the preparation and handling of food, and shall assure all necessary licenses/permits are displayed in a prominent place within the meal preparation area as required.
- n. The Contractor shall indemnify the AAA against any loss or damage (including attorney's fees and other cost of litigation) caused by negligent acts or omissions of Contractor's agents or employees or subcontractors. The Contractor shall defend any suit against AAA alleging personal injury, sickness or disease arising out of the consumption of the food served by the Contractor or its subcontractors. The Contractor shall promptly notify the AAA in writing of any claims against the Contractor or AAA, and in the event of a suit being filed.
- o. The Contractor shall not advertise, promote, reproduce, or publish any report, information, data, or other documents produced in whole or part pursuant to the terms herein without the prior written consent of AAA.
- p. The Contractor and its subcontractors shall not deny any services or otherwise discriminate in the delivery of services to anyone who meets the eligibility criteria for the *CHAMPSS* Program. Discrimination on the basis of race, color, religion, sex, age, sexual orientation, national origin, ancestry, physical or mental disability or because such person is a recipient of Federal, State, or local public assistance is prohibited.
- q. The Contractor shall submit an updated health inspection report each time an inspection is completed of the Contractor or its subcontractors by the Kansas Department of Agriculture to the AAA.

- r. The Contractor will allow the AAA to conduct field audits of the subcontractors to evaluate adherence to program requirements.
- s. The Contractor will provide a detailed plan for orientations for those in Douglas County/City of Lawrence, Shawnee County/City of Topeka and Jefferson County for the CHAMPSS meal program. Orientations will include: educating eligible persons about this alternative dining option and the guidelines for the program, the importance of customer donations to support the program, completion of the UPR's, and provide nutrition education.
- t. Contractor will submit a plan for the collection of program income from customers in each county, submit a plan to address meal re-orders from customers in the three counties, and submit a plan to ensure current customers are notified of the opportunity to re-register 30 days prior to the expiration of their UPR.
- u. The Contractor will ensure that UPR's are entered into the State of Kansas's KAMIS reporting system per KDADS policies.
- v. The Contractor will ensure provided meals are entered monthly into KAMIS, data must be entered by the 10th of the month following the month meals were served, per KDADS policies.
- w. The Contractor will conduct customer satisfaction surveys to analyze at a minimum; food quality, staff is friendly and knowledgeable about the program, facility appearance, and allow written comments from customers.
- x. The Contractor must report Program Income (customers donations) to the AAA by the 10th of the month following the month donations were received and donations will be used for the expansion of services in accordance with OAA Section 315(b)(4)(E).
- y. The Contractor will submit monthly financial reports to the AAA by the 10th of the month following the month services were provided. (see attached financial report form)
- z. The Contractor must submit a final financial report to the AAA thirty days following the contract period, (see attached form). The financial report includes costs per month and year to date breakdown for Primary and Associated costs and Program Management costs, revenues per month and year to date are broken down by program income, USDA, other resources, required match and federal Title IIIC-1 funds.
- aa. The CHAMPSS dining locations for this program will be designated by the AAA. The Contractor must ensure these locations maintain CHAMPSS operations during the contract period of October 1, 2021 through September 30, 2022. Additional CHAMPSS dining locations may be opened during the contract period with approval by the AAA.

List of current CHAMPSS locations for Douglas, Jefferson and Shawnee Counties:

Douglas Co.— Hy-Vee 1377 at 3504 Clinton Parkway Lawrence, KS 66047

Dillons Stores—Lawrence

19 at 4701 W 6th St. Lawrence, KS 66049

98 at 1740 Massachusetts St. Lawrence, KS 66044

Jefferson Co.—Country Harvest Apple Market at 901 Oak St., Valley Falls, KS 66088

Country Harvest Apple Market at 7312 K-4 Hwy, Meriden, KS 66512

F.W. Huston Medical Center at 408 Delaware St., Winchester, KS 66097

Shawnee Co.—Hy-Vee 1658 at 2951 SW Wanamaker Rd. Topeka, KS 66614

Millennium Café at 1515 SW 10th Ave. Topeka, KS 66604

Dillons Stores—Topeka

37 at 6829 SW 29th St. Topeka, KS 66614

54 at 800 NW 25th St. Topeka, KS 66618

67 at 2010 SE 29th St. Topeka, KS 66605

87 at 5311 SW 22nd Place Topeka, KS 66614

88 at 4015 SW 10th St. Topeka, KS 66604

AAA SERVICES: The AAA will provide the following to the Contractor:

A. The staff of the Contractor will be trained on the policies and procedures of the *CHAMPSS* Program by the AAA.

B. The AAA will pay the Contractor within 30 days after reconciling the Contractor's invoice to KAMIS and the electronic swipe card system. The invoice must separate meals served for each CHAMPSS location.

C. JAYHAWK AREA AGENCY ON AGING, INC. WILL:

Tentative timeline:

Announce RFP	February 1, 2021
Deadline to submit questions	February 17, 2021
DEADLINE TO SUBMIT	March 5, 2021
Interviews	Week of March 29, 2021
AAA Approval	Week of April 19, 2021
Begin Project	October 1, 2021

D. EVALUATION PROCESS:

The proposals will be evaluated by an Evaluation/Allocations Committee composed usually of Jayhawk Area Agency on Aging, Inc. personnel and members of JAAA Board of Directors and Advisory Council. Members of the Evaluation/Allocations Committee will independently review and rate each proposal based on the listed criteria.

The Jayhawk Area Agency on Aging, Inc.'s RFP process is usually a two-step process. The first step consists of an Evaluation/Allocations Committee scoring all responsive proposals. This scoring is determined by allocating points totaling 100, which are assigned to evaluation criteria similar to the following.

Firm Experience performing similar work
Key staff or Firm personnel experience
Responsiveness to the RFP
Applicable resources
Project understanding/approach

(see attached Ranking sheets)

The Evaluation/Allocations Committee or department representative prior to opening of proposals shall assign the weights given each category. Each Evaluation/Allocations Committee member will provide a numerical score. Following the tabulation of numerical scores, each member's set of scores will be ordered by JAAA as to first choice, second choice and so on according to the point scores from that member. To determine the finalists, one point will be assigned for first choice, two points for second choice and so on. Choice points of all members will be added together and the firms receiving the lowest choice point totals will be short listed for the interview phase of the RFP. In some circumstances, interviews may be waived with mutual consent of the Executive Director and the Evaluation/Allocations Committee. In the case where interviews are waived, the firm receiving the lowest choice point total will be selected to begin negotiations with Jayhawk Area Agency on Aging, Inc.

Interviews shall be independently evaluated by each Evaluation/Allocations Committee member based on points totaling 100. Points are assigned to criteria similar to the initial proposal evaluation. Criteria are to be established by the Evaluation/Allocations Committee or JAAA prior to opening of proposals.

Following the interviews and addition of interview points to each Allocations Committee member's score sheet, each member's set of scores will be ordered by JAAA as to first choice, second choice and so on according to the point scores from that member. To determine the selection, one point will be assigned for first choice, 2 points for second and so on. Choice points of all members will be added together and the firm receiving the lowest choice point total will be selected. In the case of a tie, the selected firm will be decided by drawing lots.

Following the interviews the Evaluation/Allocations Committee's intent is to select and/or recommend to the AAA Advisory Council one (1) firm (hereafter referred to as Contractor) to provide the Jayhawk Area Agency on Aging, Inc. the services required in this RFP. The staff will then endeavor to negotiate a contract with the successful firm. In the event that a mutually agreeable contract cannot be negotiated with said firm, the staff will then enter into contract negotiations with the next highest rated firm, and so on until a mutually agreeable contract can be negotiated. JAAA reserves the right to not enter into a contract if a satisfactory proposal is not submitted.

The Evaluation/Allocations Committee members will be asked to comply with the Jayhawk Area Agency on Aging, Inc.'s Conflict of Interest Policy:

- 1) Any possible conflict of interest on the part of any board member shall be disclosed to other board members and made a matter of record, both through an annual procedure and when the interest becomes a matter of board action.
- 2) Any board member having a possible conflict of interest shall not vote or use his/her personal influence on the matter. The minutes of the meeting shall reflect that a disclosure was made, and the abstention from voting by that member.
- 3) The foregoing requirements do not mean that a board member is prevented from stating her/his position in the matter, nor from answering pertinent questions from other board members.
- 4) To ensure against one obvious conflict of interest, it is against policy for any JAAA board member to serve as a staff member or board member of any agency to which JAAA provides funding or from which JAAA receives funding.

E. INSTRUCTIONS FOR RESPONDING TO THIS RFP

- F.** The attached proposal forms are to be completed as instructed, **one (1) original clearly marked as such and signed with blue ink** returned in response to the RFP. See the attached INSTRUCTIONS FOR COMPLETING THE PROPOSAL FORMS.

SAMPLE
PROPOSAL RANKING SHEET

Firm: _____

SCORING GUIDELINES

	<u>35 Point Question</u>	<u>25 Point Question</u>	<u>20 Point Question</u>	<u>10 Point Question</u>
Outstanding	29-35	21-25	17-20	9-10
Exceeds Acceptable	22-28	16-20	13-16	7-8
Acceptable	15-21	11-15	9-12	5-6
Marginal	0-14	0-10	0-8	0-4

- | | | |
|--|------------------------------|---------------------|
| | <u>Maximum Points</u> | <u>Score</u> |
| 1. Project Approach:
Evaluate the firm's project approach and understanding of the Scope of Services required in the RFP as evidenced by their proposal. | 35 | _____ |
| 2. Quality of Similar Work:
Consider previous experience and references listed in the proposal. Is the firm experienced in providing services similar to that requested in the RFP? | 20 | _____ |
| 3. Firm Personnel:
Consider comparable experience and background of the <u>specific</u> personnel that shall be assigned to the Jayhawk Area Agency on Aging, Inc.'s project(s) as outlined in the proposal. Also consider the <u>specific</u> involvement of those persons in projects noted in the proposal. | 25 | _____ |
| 4. Overall Responsiveness:
Consider whether all requested information was furnished by the firm in the format required by RFP. | 10 | _____ |
| 5. Applicable Resources:
Evaluate the extent of applicable resources available to the firm to complete Jayhawk Area Agency on Aging, Inc.'s project(s) as listed in the proposal | 10 | _____ |

TOTAL POINTS _____

RANKING _____

Ranked By: _____ Date: _____

The Evaluation/Allocations Committee member above agrees to comply with the Jayhawk Area Agency on Aging, Inc.'s Conflict of Interest Policy:

- 1) Any possible conflict of interest on the part of any board member shall be disclosed to other board members and made a matter of record, both through an annual procedure and when the interest becomes a matter of board action.
- 2) Any board member having a possible conflict of interest shall not vote or use his/her personal influence on the matter. The minutes of the meeting shall reflect that a disclosure was made, and the abstention from voting by that member.
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- 4) To ensure against one obvious conflict of interest, it is against policy for any JAAA board member to serve as a staff member or board member of any agency to which JAAA provides funding or from which JAAA receives funding.

SAMPLE
INTERVIEW RANKING SHEET

Firm: _____

SCORING GUIDELINES

	<u>35 Point Question</u>	<u>15 Point Question</u>	
Outstanding	29-35	12-15	
Exceeds Acceptable	22-28	9-11	
Acceptable	15-21	6-8	
Marginal	0-14	0-5	
		<u>Maximum Points</u>	<u>Score</u>
1. Project Approach:		35	_____
Does the proposed project approach expressed in the proposal/interview appear to be realistic and feasible? Has the firm demonstrated that they have a good understanding of the proposed type of project(s)?			
2. Key Staff Members:		35	_____
Based on the proposal/interview consider the involvement and experience of key personnel that will be assigned to the proposed project(s). Evaluate their response to questions, knowledge demonstrated and involvement in discussion.			
3. Firm Experience:		15	_____
Based on the proposal/interview evaluate the firm's experience with similar projects.			
4. Staff Utilization:		15	_____
Based upon the proposal/interview and any contact with previous clients of firm determine capability and demonstrated ability to meet schedules and deadlines.			

SUBTOTAL POINTS

Ranked By: _____ **Date:** _____

.....

The Evaluation/Allocations Committee member above agrees to comply with the Jayhawk Area Agency on Aging, Inc. Conflict of Interest Policy:

1) Any possible conflict of interest on the part of any board member shall be disclosed to other board members and made a matter of record, both through an annual procedure and when the interest becomes a matter of board action.

2) Any board member having a possible conflict of interest shall not vote or use his/her personal influence on the matter. The minutes of the meeting shall reflect that a disclosure was made, and the abstention from voting by that member.

3) The foregoing requirements do not mean that a board member is prevented from stating her/his position in the matter, nor from answering pertinent questions from other board members.

4) To ensure against one obvious conflict of interest, it is against policy for any JAAA board member to serve as a staff member or board member of any agency to which JAAA provides funding or from which JAAA receives funding.

INSTRUCTIONS FOR COMPLETING THE PROPOSAL FORMS

The following numbered instructions below correspond to the numbers of the questions in the proposal forms.

1. FORM 1: Show name and address of the firm, which is submitting this form for the project.
- 1d. List the name, title, telephone number and email address of that principal who will service as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters and should be familiar with the programs and procedures of the agency to which this form is directed.
- 1e. Give the address of the specific office, which will have responsibility for performing the announced work.
2. Please list the number of people, by discipline, which your firm will commit to the Jayhawk Area Agency on Aging, Inc.'s CHAMPSS project.
3. Please submit an organizational chart for the firm.
- 3a. List type of organization; public agency or private non-profit agency or private for-profit agency.
4. List sales tax status of the organization.
5. FORM 2: If respondent intends to use outside (as opposed to in-house or permanently and formally affiliated) consultants or associates, names and addresses of all such individuals or firms should be provided, as well as their particular areas of technical/professional expertise, (dietitian if applicable) as it relates to this project. Existence of previous working relationships should be noted. If more than ten outside consultants or associates are anticipated, attach an additional sheet containing requested information.
6. FORM 3: The firm will provide brief resumes of key personnel expected to participate on this project. Care would be taken to limit resumes to only those personnel and specialists who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title, (b) the project assignment or role which that person will be expected to fulfill in connection with this project, (c) the name of the firm or organization. If any, with whom that individual is presently associated, (d) years of relevant experience with present firm and other firms, (e) the highest academic degree achieved and the discipline covered (if more than one highest degree, such as two PhD's, list both), the year received and the particular technical/professional discipline which that individual will bring the project, (f) if registered as an architect, engineer, surveyor, etc. show only the field of registration and the that such registration was first acquired. If registered in several states, do not list states, and (g) a synopsis of experience, training, or other qualities, which reflect individual's potential contribution to this project. Include such data as: familiarity with Government or agency procedures, similar type of work performed in the past, management abilities, familiarity with the geographic area, etc. please limit synopsis of experience to directly relevant information.
7. FORM 4: List up to ten projects (one per Form 4 sheet), which demonstrate the firm or joint venture's competence to perform work similar to that likely to be required on this project. More recent projects are preferred. Prime consideration will be given to projects that illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, (b) completion data (actual when available, otherwise estimated), (c) name and address of the owner of that project, (d) total construction cost of completed project (or where no construction was involved, the approximate cost of respondent firm's work) and that percentage of the project for which the named firm was/is responsible), (e) name and phone number of individual to contact for reference, preferably the project owner's project manager (the name of the individual indicated and their information must be current), (f) a narrative description of the example project including quantifiable data wherever possible, e.g. square footage, site acreage, etc. (photographs and other relative supporting data may be attached to this form in support of this question), (g) brief description of type and extent of services provided for each project, (h) firm or joint venture's personnel that worked on the example project that will be assigned to the Jayhawk Area Agency on Aging, Inc.'s project (include each individual's role on the example project).
8. FORM 5: Through narrative discussion, show reason why the firm submitting this questionnaire believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as: specialized equipment available for this work, any awards or recognition received by the firm or individuals for similar work, special approaches or concepts developed by the firm relevant to this project, etc. respondents may say anything they wish in support of their qualifications. When appropriate, respondents may supplement this proposal with graphic material and photographs, which best demonstrate design capabilities of the team proposed for this project.
9. Enter breakdown of Contractor's per meal by cost category; (a) Program Management—Costs such as personnel (gross wages of persons not preparing, or serving food), nutrition education, capital office equipment (cost of an article of tangible personal property), travel, audits, consultants, bonding, insurance, office rent and utilities, office equipment and supplies. (b) Primary and Associated Costs—costs such as personnel (gross wages paid to persons who prepare and serve food), capital outlay (purchase of food service equipment); food (purchased food, raw or prepared), training costs, and consumable supplies.
10. Completed forms should be signed by the chief executive officer of the firm. ALL INFORMATION CONTAINED IN THE FORM SHOULD BE CURRENT AND FACTUAL.

TABLE OF CONTENTS

The following table set forth the specific items to be addressed in your proposal. Respondents must return this page with their proposal and with corresponding page numbers indicated on the information submitted within their proposal.

	<u>Response Page Number</u>
A. LETTER OF TRANSMITTAL: Submit on firm's letterhead; limit to 2 single sided pages. 1. Include additional relevant information not requested elsewhere in the RFP. 2. The signature of the letter shall be that of a person authorized to represent and bind the firm	
B. TABLE OF CONTENTS: Submit this page and include the appropriate page numbers.	Page 1
C. FIRM PROFILE: Form 1 provided.	Page 2
D. LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES THAT WILL BE USED FOR THE JAYHAWK AREA AGENCY ON AGING, INC.'S CHAMPSS PROJECT: Form 2 provided	Page 3
E. RESUMES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Pages to
F. ILLUSTRATIVE WORK: Form 4 provided (This form may be reproduced and attached in sequence if more space is required)	Pages to
G. PROJECT UNDERSTANDING AND APPROACH: Limit to four (4) single sided pages. 1. Concisely state the firm's understanding of the services required by the Jayhawk Area Agency on Aging, Inc. 2. Provide a summary of the firm's proposed project approach, including any unique or challenging aspects of the approach, if appropriate.	Pages to
H. ADDITIONAL INFORMATION OR RESOURCES: Form 5 provided (This form must be signed and dated).	Page

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FORM 1

1. Firm Name & Address	1c. Licensed to do business in the State of Kansas _____ yes no _____
	1d. Name, Title, Telephone Number and email address of Principal to Contact
1a. Firm is ___ National ___ Regional ___ Local	1e. Address of office to perform work, if different from item 1
1b. Year Firm Established	
2. Please list the number of people by discipline that your firm will commit to the Jayhawk Area Agency on Aging, Inc.'s CHAMPSS project.	
3. Please submit an organizational chart for the firm.	
3 a. List type of organization; _____Public Agency _____ Private Non-Profit Agency _____ Private For-Profit Agency	
4 List sales tax status of organization: _____Sales tax exempt _____Not sales tax exempt	

FORM 2

4. List outside key consultants/associates that shall be used for the Jayhawk Area Agency on Aging, Inc.'s CHAMPSS project.

Name & Address	Specialty	Worked with prime before (Yes or No)
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		
9)		
10)		

PROPOSAL PAGE

FORM 3 – RESUMES

5. Brief resume of key persons, specialists and individual consultants that shall be assigned to the Jayhawk Area Agency on Aging, Inc.'s CHAMPSS project.

a. Name and Title:	a. Name and Title:
b. Project Assignment:	b. Project Assignment:
c. Name of firm with which associated:	c. Name of firm with which associated:
d. Years experience: With the firm _____ With other firms	d. Years experience: With the firm _____ With other firms
e. Education: Degree(s)/Year/School/Specialization	e. Education: Degree(s)/Year/School/Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

PROPOSAL PAGE

FORM 4 – REFERENCES

Work by firm which best illustrates current qualifications relevant to the Jayhawk Area Agency on Aging, Inc.'s CHAMPSS project that has been/is being accomplished by personnel that shall be assigned to the Jayhawk Area Agency on Aging, Inc.'s CHAMPSS project. List no more than ten (10) projects.

<u>6a. Project Name & Location</u>		<u>6c. Project owners Name & Address</u>
<u>6b. Completion Date (Actual or Estimated)</u>		
<u>6d. Estimated Cost (In Thousands)</u>		<u>6e. Project Owner's Contact Person, Title, & Telephone Number</u> Email _____
Entire Project \$	Work for Which Firm Was/Is Responsible %	
<u>6f. Scope of Entire Project</u> (Please give quantitative indications wherever possible)		
<u>6g. Nature of Firms Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>6h. Firm's Personnel (Name/Project Role) That Worked on the Stated Project That Shall Be Assigned to the Jayhawk Area Agency on Aging, Inc.'s CHAMPSS Project</u>		

FORM 5

7. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the Jayhawk Area Agency on Aging, Inc.'s CHAMPSS project.

8. Contractor's breakdown of the per meal cost:

A.. Program Management Cost;

B. Primary and Associated Cost;

9. The foregoing is a statement of facts.

Date:

Signature _____ Telephone Number: _____

Typed Name and Title: _____

PROPOSAL PAGE

4.1.7 Menu Certification Criteria

- A. The menu must consider the special needs of older adults.
- B. The meals must comply with federal nutrition policy in the most recent Dietary Guidelines for Americans published by the Secretary of Health and Human Services and the Secretary of Agriculture.
 - 1. A minimum of 33 1/3% of the DRIs when one (1) meal a day is provided and
 - 2. A minimum of 66 2/3% of the DRIs when two (2) meals a day are provided.
- C. The menus must be appealing and demonstrate good menu planning techniques. Offering choices of foods on a daily basis is strongly encouraged.
- D. The menu must incorporate input solicited from older adults, including their food preferences and needs.
- E. Menus must be made available for review two (2) weeks prior to meal preparation.
- F. A Registered or Licensed Dietitian must certify, in writing, that the menu conforms to menu certification criteria in Sections 4.1.8 and 4.1.9.
 - 1. The recommended approach to meal planning is food based.
 - 2. A food based planning approach that exemplifies the most recent Dietary Guidelines for Americans using the recommended servings for the food groups as well as fats and oils, and sweets and added sugars may be used (see Section 4.1.8 for details).
 - 3. A nutrient-based planning approach using computer analysis leading to meals that are consistent with the most recent Dietary Guidelines for Americans may be used (see Section 4.1.9 for details).
- G. A maximum of two (2) meals per day, per participant, is allowed;

KANSAS DEPARTMENT FOR AGING AND DISABILITY SERVICES

Section 4.1

Nutrition Services

Effective Date: October 1, 2014

Revision: 2014-01

4.1.7 (cont.)

- H. Nutrient intake recommendations for meals provided to each participant are shown on Table 1, Dietary Reference Intakes (DRIs) for Older Adults. Meals planned using the food based approach are considered to meet nutrient intake recommendations when the serving sizes and guidelines regarding food components are followed. When using a food-based planning approach, computerized nutrient analysis may be helpful, but is not essential, as long as nutrition projects use an accepted method to control the calorie, saturated fat, added sugars, and sodium content of the meals. Meals planned using a nutrient-based planning approach are considered to meet nutrient intake recommendations when menus are appropriate in calorie content and meet the recommended dietary allowance (RDA) or adequate intake (AI) values. All nutrients are important.
- I. Menus will show a reduction in sodium over time as low sodium products are commercially available. The sodium amount in Table 3 is the starting point. Providers should strive to be below this recommendation. The goal is 33 1/3 percent of the Dietary Guidelines for Americans 2010 recommendation, or 500 mg per meal.
- J. OAA funding does not cover the cost of dietary supplements, including vitamin or mineral supplements. Fortified foods must be used to meet nutrient intake recommendations for Vitamins B12 and D.
- K. Table 1. Dietary Reference Intakes (DRIs): Recommended Dietary Allowances and Adequate Intakes, Vitamins, Minerals and Macronutrients – Food and Nutrition Board, Institute of Medicine, National Academies

	Vitamin A (μ/d) ^a	Vitamin C (mg/d)	Vitamin D (μ/d) ^{b,c}	Vitamin E (mg/d) ^d	Vitamin K (μ/d)	Thiamin (mg/d)	Riboflavin (mg/d)	Niacin (mg/d) ^e	Vitamin B ₆ (mg/d)
Males 51-70 y	900	90	15	15	120*	1.2	1.3	16	1.7
>70 y	900	90	20	15	120*	1.2	1.3	16	1.7

	Folate (μ/d) ^f	Vitamin B ₁₂ (μ/d) ^g	Calcium (mg/d)	Iron (mg/d)	Magnesium (mg/d)	Sodium (g/d)	Carbohydrate (g/d)	Fiber (g/d)	Protein ^h (g/d)
Males 51-70 y	400	2.4	1000	8	420	1.3*	130	30	56
>70 y	400	2.4	1200	8	420	1.2*	130	30	56

Note: This table (taken from the DRI reports, see www.nap.edu) presents Recommended Dietary Allowances (RDAs) in bold type and Adequate Intakes (AIs) in ordinary type followed by an asterisk (*). An RDA is the average daily dietary intake level; sufficient to meet the nutrient requirements of nearly all (97-98 percent) healthy individuals in a group. It is calculated from an Estimated Average Requirement. If sufficient scientific evidence is not available to establish an EAR, and thus calculate an RDA, an AI is usually developed.

4.1.7.K (cont.)

The AI is believed to cover the needs of all healthy individuals in the groups, but lack of data or uncertainty in the data prevent being able to specify with confidence the percentage of individuals covered by this intake.

^a As retinol activity equivalents (RAEs). 1 RAE = 1 µg retinol, 12 µg β-carotene, 24 µg α-carotene, or 24 µg β-cryptoxanthin. The RAE for dietary provitamin A carotenoids is two-fold greater than retinol equivalents (RE), whereas the RAE for preformed vitamin A is the same as RE.

^b As cholecalciferol. 1 µg cholecalciferol = 40 IU vitamin D.

^c Under the assumption of minimal sunlight.

^d As α-tocopherol. α-tocopherol includes RRR-α-tocopherol, the only form of α-tocopherol that occurs naturally in foods, and the 2R-stereoisomeric forms of α-tocopherol (RRR-, RSR-, RRS, and RSS-α-tocopherol) that occur in fortified foods and supplements. It does not include the 2S-stereoisomeric forms of α-tocopherol (SRR-, SSR-, SRS-, and SSS-α-tocopherol), also found in fortified foods and supplements.

^e As niacin equivalents (NE). 1 mg of niacin = 60 mg of tryptophan.

^f As dietary folate equivalents (DFE). 1 DFE = 1 µg food folate = 0.6 µg of folic acid from fortified food or as a supplement consumed with food = 0.5 µg of a supplement taken on an empty stomach.

^g Because 10 to 30 percent of older people may malabsorb food-bound B12, it is advisable for those older than 50 years to meet their RDA mainly by consuming foods fortified with B12 or a supplement containing B12.

^h Based on g protein per kg of body weight for the reference body weight, e.g., for adults 0.8 g/kg body weight for the reference body weight

4.1.8 Food Based Meal Pattern

- A. The food based meal pattern, Table 2, provides approximately 1/3 of the food group recommendations of the 2010 Dietary Guidelines at the level of 2000 calories /day.
- B. The 2010 Dietary Guidelines meal pattern provides at least 33 1/3% of the nutrients needed by older (ages 51-70 years) adults with the exception of potassium and vitamins D and E. The meal pattern, when using representative foods that are in nutrient-dense forms, is adequate in the following nutrients: protein, total lipid (approx. 32% of calories, with approx. 8% of calories as saturated fats), carbohydrate (approx. 51% of calories), total dietary fiber, vitamins A, B-6, B-12, C and K; thiamin, riboflavin, niacin, folate, calcium, iron, magnesium, phosphorus, zinc, copper and selenium. (Source: www.cnpp.usda.gov/Publications/DietaryGuidelines/2010/DGAC/Report/AppendixE-3-1-adequacy.pdf)
- C. Almost all foods selected for the weekly meal pattern should be lean or low-fat, and should be prepared with minimal, if any, added fats, oils, sugars or salt.
- D. Food Components
 1. **Protein:** Various types of protein foods should be served each week.
 - a. For programs serving 5 meals/week, it is recommended to serve chicken or turkey twice a week; and seafood, pork and beef each once a week.
 - b. For programs serving 7 meals/week, it is recommended to serve chicken or turkey ten times every four weeks; and seafood, pork and beef each six times every four weeks.

4.1.8.D.1 (cont.)

- c. For programs serving 1 meal/week, it is recommended to vary types of protein served.
- d. One-half to one egg, and nuts, seeds and soy foods may also be served weekly, if desired, in addition to the protein foods.
- e. Lean meat/poultry offerings include ground beef and pork with 10 percent fat, processed poultry products with less skin and fat, 97 percent fat free ham, 95 percent fat free turkey ham.
- f. Processed, smoked, or cured meat or a high-sodium-content protein should be limited to no more than one serving per week (for example, cold cuts, ham, hot dogs, sausage, canned fish). Also limit canned soups, sauces, gravies and bouillon with sodium.

2. Grains:

- a. At least half of grains served each week should be whole grains. It is acceptable to serve one ounce-equivalent each of whole grain and enriched grains at a meal. One ounce-equivalent is: 1 ounce or 1 slice of bread; ½ cup cooked pasta or rice, 1 ounce or ½ to 1 ¼ cups, depending on cereal type, of dry cereal. Refer to the Nutrition Facts of specific products.
- b. Whole grain examples include: whole-wheat breads/rolls/bagels/English muffins, whole grain pastas, whole-grain cereals, oats, whole grain cracker, brown rice.
- c. Enriched grain examples include: white breads/rolls/bagels/English muffins, enriched pastas, stuffing made from white breads, 6-inch enriched corn or wheat tortillas, enriched grain cereals, enriched crackers, white rice.
- d. Limit use of quick breads such as cornbread, biscuits, and muffins as well as salted crackers to reduce sodium content.
- e. Use trans-fat free products.

3. Fruit:

- a. Includes all fresh; canned fruit packed in water, light syrup and 100% juice packed; frozen without added sugars; dried without added sugars; and 100% fruit juice. Very little fruit should be served as juice. Examples of fruits include: apples, apricots, bananas, berries, cherries, grapes, kiwi, mangoes, melons, mixed fruit, nectarines, oranges, peaches, pears, pineapple, plums, raisins, and tangerines.

4.1.8.D (cont.)

4. Vegetables:

- a. Includes all cooked and raw fresh, frozen, canned and 100% vegetable juice. Various types of vegetables should be served each week. Most should be prepared with no added salt or fats.
- b. To limit sodium content, serve canned vegetables with no more than 480 mg sodium/serving, low sodium, reduced sodium, no added salt, and frozen salt free. Also limit pickled or brined vegetables and canned soups, sauces, gravies and bouillon with sodium.
- c. For 5 meals/week, it is recommended to serve:
 - 1. Red/Orange: Twice a week, ½ cup raw/cooked/juice red or orange vegetables (examples: carrots, pumpkin, red and orange peppers, sweet potatoes, tomatoes, winter squash)
 - 2. Starchy: Twice a week, ½ cup cooked starchy vegetables (examples: corn, green peas, hominy, lima beans, water chestnuts, white potatoes)
 - 3. Legumes: Once a week, ½ cup cooked dry beans and peas (examples: black, black-eyed peas, chickpeas/garbanzos, kidney, lentils, navy, pintos, split peas, soy)
 - 4. Dark Green: Twice a week, 1 cup raw leafy or ½ cup raw cooked dark green vegetables (examples: bok choy, broccoli, butterhead or bibb lettuce, chard, collard greens, kale, romaine lettuce, spinach, turnip greens)
 - 5. Other Vegetables: Three times a week, 1 cup raw leafy or ½ cup raw/cooked “other” vegetables (examples: asparagus, avocado, beets, Brussels sprouts, cabbage, cauliflower, celery, cucumbers, eggplant, green beans, green peppers, iceberg lettuce, mushrooms, okra, olives, onions, parsnips, radishes, snow peas, summer squash, turnips, wax beans)

5. Dairy:

- a. Most dairy servings should be fat-free or low-fat (1%) and without added sugars. One serving is 1 cup milk, fortified soy beverage, or yogurt; or 1 ½ ounces natural cheese (such as cheddar); or 2 ounces processed cheese (such as American). Dairy food examples include: all milk, including lactose-free/reduced; cheeses; fortified soy beverages; yogurts and frozen yogurts; and dairy desserts. Not included are: cream, sour cream or cream cheese.

KANSAS DEPARTMENT FOR AGING AND DISABILITY SERVICES**Section 4.1****Nutrition Services****Effective Date: October 1, 2014****Revision: 2014-01****4.1.8.D.5 (cont.)**

- b. Low-fat, reduced fat and light cheeses and cheeses made from skim or fat free milk are recommended when serving cheese.
- c. Cheese should be limited to no more than 3 ounces per week because of high sodium content.

E. Table 2. Food Based Meal Pattern

Food Group (See text that accompanies this meal pattern for guidelines in making serving selections.)	Weekly Average Serving Size per Meal (See text that accompanies this meal pattern for guidelines in serving sizes.)	Frequency
Protein	2 ½ ounces of cooked edible portion	Every meal
Whole and Enriched Grains	2 ounce equivalents	Every meal. At least half of grains must be whole grains.
Fruit	2/3 cup (or 1/3 cup if dried)	Every meal
Vegetables	1 cup equivalent	Every meal
Dairy	1 cup fat free or low fat (1%) fluid milk or yogurt; or 1 ½ ounces natural cheese; or 2 ounces processed cheese	Every meal
Fats and Oils	1 teaspoon soft margarine/vegetable oil; or 1 tablespoon regular salad dressing; or 2 tablespoons low fat salad dressing. This category is met when higher fat, dairy, protein and baked goods are part of the meal.	Every meal
Sweets and Added Sugars	1 ½ tablespoons jam/jelly; or ½ cup regular gelatin/pudding/ice cream; or fruits with added sugar; or baked desserts	Weekly

4.1.9 Computer Nutrient Analysis Requirements

- A. When using a nutrient-based planning approach, the nutrient analysis software must be reliable and contain a current nutrient database. The most reliable nutrient analysis software uses a large nutrient database, like the USDA Nutrient Database for Standard Reference (SR), which is updated annually.

4.1.9 (cont.)

- B. The nutrition service provider must utilize standardized recipes at each of its production facilities that prepare certified menus. Standardized recipes are required to ensure an accurate and valid nutrient analysis. Therefore, nutrient analysis software must be customized to integrate the most current, accurate nutrient data from vendors, standardized recipes, the U.S. Department of Agriculture (USDA), and other relevant resources.
- C. The nutrition service provider or the entity that conducts the nutrient analysis must have the technical capacity to complete the entire nutrient analysis.
- D. Table 3 represents the nutrient targets required to be met on a daily basis and/or as a weekly average.

Nutrient	DRI Target Values Per Meal	Compliance Range One Meal
Daily Averaged		
Calories (Kcal)	650-750 calories (Kcal)	600-1000 calories (Kcal)
Protein	25 grams or higher	20 grams or higher
Averaged Over The Number of Days of Meal Service Per Week		
Fat (% of Total Calories)	20-30% of total calories	20-35% of total calories
Saturated fat	10% of total calories or less	10% of total calories or less
Trans fat	0 grams per serving, per Nutrition Facts food labels	0 grams per serving, per Nutrition Facts food labels
Vitamin A	300 micrograms (µg) RAE (990 IU) or higher	250 µg RAE (825 IU) or higher
Vitamin C	30 milligrams (mg) or higher	25 mg or higher
Averaged Over The Number of Days of Meal Service Per Week (Continued)		
Calcium	400 milligrams (mg) or higher	300 mg or higher
Sodium***	800-1,000 milligrams (mg) or less	1,200 mg or less
Fiber	9 grams (gm) or higher	7 gm or higher

***See 4.1.7.I for recommendation

KANSAS DEPARTMENT ON AGING
TITLE IIIC (1) Congregate Meals
FINANCIAL REPORT

Contract

For the
Month of _____

PSA # 04

I GENERAL
INFORMATION
Agency:

II.FEDERAL.STATE AWARD				III. RECEIPTS		A	B
	FY	AMOUNT		FUNDING SOURCES		REPORT MONTH	YEAR-TO- DATE
Prior Year Carryover				1. USDA Cash			
New Obligational Authority Awarded				2. USDA Commodities			
TOTAL FEDERAL				USDA Bonus Com.			
TOTAL STATE				3. Program Income			
				4. Mill Levy			
				5. Other Resources			
				6. In-Kind Match			
				7. State			
				8. Local Cash Match			
				9. Federal Cash on Hand			
				10. Federal Funds			
				11. Total Receipts		0	0
IV. EXPENDITURES	C	D	E	F	G	H	
Cost Centers and Funding Sources	Budget	Report Mo.	Year-To-Date	Obligation	Total	Balance (Col. C-G)	
CONGREGATE MEALS -							
12. Primary & Assoc.							
13. Site Operations							
14. Management							
OTHER NUTRITION SERVICES							
15. Education							
16. Outreach							
17. Total Cost							
LESS NON-MATCH FUNDS							
18. USDA Cash							
19. USDA Commodities							
19a. USDA Bonus Com.							
20. Program Income							
21. Mill Levy							
22. Other Resources							
23. Net Total Cost							
LESS:							
24. In-Kind Match							
25. Net Cash Cost							
LESS MATCH FUNDS:							
26. State							
27. Program Income							
28. Local Cash							
29. Federal Share							
30. Total Cash Balance: \$			Federal Cash Balance: \$				

Grant #

V. EXPENDITURES BY FUND AND COST CENTER	I Primary & Associated Cost	J Meal Delivery	K Project Management	L Education	M Outreach	N TOTAL
31. Total Cost						
LESS						
32. In-Kind Match						
33. Total Cash Cost						
NON-MATCH FUNDS:						
34. USDA Cash						
34a. USDA Commodities						
34b. USDA Bonuses						
35. State						
36. Program Income						
37. Mill Levy						
38. Other Resources						
39. Net Cash Cost						
MATCH FUNDS:						
40. State						
41. Program Income						
42. Local Cash						
43. Total Non Federal Funds						
44. Federal Share						
45. Title IIIC(2) Funds Expended in Rural Areas:\$ 0.00						

VI. CERTIFICATION

I hereby certify that the above expenditures are for the period shown, are true and correct to the best of my knowledge and that all expenditures reported herein have been made in accordance with appropriate grant policies and for the purpose set forth in the grant application.

TITTLE: _____ SIGNATURE: _____ Date: _____

CONTACT PERSON: _____ PHONE NO. : _____