


REQUEST FOR PROPOSAL APPLICATION PAGE

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|  <p>JAYHAWK AREA AGENCY ON AGING, INC. 2910 SW Topeka Blvd. Topeka, KS 66611</p> | <p>RFP NO: 2024-C1-CONGREGATE DATE: March 17, 2023</p> <p>PHONE NO: 785 235-1367 FAX NO: 785 235-2443</p> | | |
| <p>RETURN RFP NO LATER THAN:</p> <p>DATE: April 21, 2023</p> <p>TIME: 4:00 PM Local Time</p> | <p>RETURN RFP TO: Jayhawk Area Agency on Aging Sharon Wright – swright@jhawkaaa.org 2910 SW Topeka Blvd Topeka, KS 66611</p> | | |
| <p>DESCRIPTION:</p> <p><i>OLDER AMERICANS ACT (TITLE III-C) CONGREGATE MEAL SERVICES</i></p> <p>The Jayhawk Area Agency on Aging, Inc. (JAAA) has been designated by the Kansas Department for Aging and Disability Services (KDADS) to develop a coordinated and comprehensive plan for the provision of older adult services within its Planning and Service Area (PSA-04). JAAA is accepting proposals for the purpose of negotiation to enter into contracts with service providers for Services under Title III-B, Title III-C, Title III-D and Title III-E services of the Older Americans Act of 1965, as amended, for the older adults in Douglas, Jefferson and Shawnee counties.</p> <p>JAAA is seeking proposals from bidders qualified to provide congregate meals (definition on page 8) for persons 60 years of age and over residing in PSA-04. The service area has an increasing number of older citizens in need of meal services to assist them to remain in their own homes for as long as possible with safety and dignity.</p> <p>This RFP is for a one-year period from October 1, 2023 to September 30, 2024.</p> <p>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.</p> <p>Deadline to submit questions: March 31, 2023</p> | | | |
| <p>MUST BE SIGNED TO BE VALID</p> | | | |
| <p>COMPANY:</p> | <p>DATE:</p> | | |
| <p>MAILING ADDRESS:</p> | <p>PHONE:</p> | | |
| <p>CITY</p> | <p>STATE:</p> | <p>ZIP:</p> | <p>E-MAIL:</p> |
| <p>SSN OR FEDERAL TAX NO:</p> | | <p>TITLE OF AUTHORIZED REPRESENTATIVE:</p> | |
| <p>AUTHORIZED SIGNATURE:</p> | | <p>PRINTED NAME:</p> <p>DATE:</p> | |

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 must provide accurate, up-to-date monthly program and fiscal reports by the 10th of each month.
- b. 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.
- c. 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.
- d. 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. Any contracts resulting from the Request for Proposal (RFP) shall comply with and be subject to:
 - A. Title VI of the Civil Rights Act of 1964
 - B. Section 504 of the Rehabilitation Act (ADA)
 - C. 45 CFR 74, 45 CFR Part 92, and EO 12549, as applicable
 - D. 45 CFR Part 1321, as revised
 - E. Federal, State, and local requirements for health, safety, fire, and sanitation
 - F. Older Americans Act of 1965, as amended
 - G. Kansas Department for Aging and Disability Services policies and procedures including HIPPA.
 - H. Jayhawk Area Agency on Aging policies and procedures

A statement of assurances included as part of the Request for Proposal incorporates these requirements. It must be signed as part of the proposal.

2. **INSURANCE**: All bidders, with the exception of contractors that are units of local government, shall have a Certificate of Liability Insurance submitted to the Agency. 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, 2023 through September 30, 2024. The Contractor must have secured written agreements with all stated facilities by September 1, 2023 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 (NSIP) (See FSM 4.1.4) | | | \$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 (NSIP) (See FSM 4.1.4) | | | \$0.65 |
| Match | | \$0.57 | |
| \$8.99 = | \$2.95+ | \$0.57+ | \$5.39+ |

6. ACCOUNTING POLICIES: Nutrition service providers must establish general accounting procedures and follow Generally Accepted Accounting Principles. Accounting records must be supported by source documents. (see attached; KDADS FSM 4.1.5.G)
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. TECHNICAL ASSISTANCE: The Jayhawk Area Agency on Aging staff will be available to provide technical assistance, as requested. You may contact the agency at 2910 SW Topeka Blvd., Topeka, KS 66611, (785) 235-1367.
15. Applicants shall be free from any conflicts of interest, K.A.R. 26.3.1.(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.

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| 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: |

| | | | | | | | |
|---|-------|---|---------------|----------------------------------|-----------------------------------|---|-------------|
| 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 | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
| LTR | INSRD | | | | | | |
| | | 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 - COMP/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 | OTH-ER |
| | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | DISEASE - POLICY LIMIT | \$ |

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

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|---|--|
| CERTIFICATE HOLDER | CANCELLATION |
| Jayhawk Area Agency on Aging 2910 SW Topeka Blvd Topeka, KS 66611 | 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 |

1. **INTRODUCTION & STATEMENT OF NEED**

JAAA is seeking proposals from bidders qualified to provide congregate meals for persons 60 years of age and over residing in PSA-04. The service area has an increasing number of older citizens in need of meal services to assist them to remain in their own homes for as long as possible with safety and dignity. 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.

2. **STATEMENT OF PURPOSE**

In an effort to further the goals of the Older American's Act of 1965, as amended, to assist with the independence of older citizens, JAAA wishes to contract with service providers to promote improved health and well-being of persons 60 years of age and older (and the spouse of customers 60 years of age and older), in Douglas, Jefferson and Shawnee County through:

1. Providing hot meals which provide 1/3 of the current Recommended Daily Allowance, five days per week, Monday through Friday, during the noon hour, to eligible customers in a congregate setting, a minimum of 249 days each year,
2. Developing and implementing an outreach plan to inform potential customers about the program to encourage them to participate. The outreach plan is to be designed to reach older individuals with the greatest or social needs, with particular attention given to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency and older individuals residing in rural areas, and
3. Developing and implementing a nutrition education plan designated to provide nutrition education to congregate customers

3. **SCOPE OF SERVICES**

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

- a. A hot, nutritious meal will be provided for eligible persons five days per week, Monday through Friday, during the noon hour, to eligible customers in a congregate setting, a minimum of 249 days each year.
- b. The Contractor agrees to have available meals that will consist of 1/3 of the current Recommended Daily Allowances (RDA's) as set forth in the KDADS Field Service Manual. (see attached; KDADS FSM 4.1.7, 4.1.8 and 4.1.9)
- c. The Contractor will have a registered and/or licensed (both designations are preferred) dietitian, employed or contracted, provide 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 will be submitted to JAAA by September 1, 2023. (see attached; KDADS FSM 4.1.7, 4.1.8 and 4.1.9)
- d. The Contractor must present a means of receiving input into menu planning by customers.
- e. 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.
- f. 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.
- g. The Contractor must establish a suggested donation amount for meals for eligible persons.
- h. The Contractor must be certified to accept SNAP Benefits for meal contributions.
- i. The Contractor shall ensure compliance with all applicable federal, state and local laws and regulations governing the preparation and handling of food, and shall procure and keep in effect all necessary licenses/permits in a prominent place within the meal preparation area as required.
- j. 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.
- k. 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.
- l. 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 *Congregate* 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.

- m. Congregate nutrition service providers must establish an advisory group, which will include eligible participants of the program and individuals who are knowledgeable of the needs of older adults. The group must meet at least quarterly to advise the Area Agency and/or provider staff on topics such as the meal program, including administration, budget, activities, and menus. (KDADS FSM 4.2.2.C)
- n. The Contractor will allow AAA to assess and evaluate the Contractor annually and the nutrition sites once each fiscal year. Monitoring visits will be conducted periodically.
- o. Contractor must complete Uniform Program Registrations (UPR) on each eligible customer receiving Title III-C(1) services. (KDADS FSM 2.5, 2.6 and 2.7)
- p. Contractor will submit a plan to ensure current customers are notified of the opportunity to re-register 30 days prior to the expiration of their UPR.
- q. Contractor will ensure that UPR's are entered into the State of Kansas's KAMIS reporting system per KDADS policies.
- r. Contractor must ensure non-duplication of customer assessments by abiding by KDADS FSM 2.6.2F; which states 'all programs, providers and Area Agencies on Aging (AAAs)/Case Management entities (CME) must accept other programs', or AAA's/CMEs assessments as long as each assessment meets the time frame according to Section 2.6.2L, and is complete and comprehensive enough to cover the services provided.'
- s. 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.
- t. The Contractor must provide accurate, up-to-date monthly program reports, this would include the KDADS form 225. They must maintain on file customer registration forms, (Uniform Program Registrations), attendance and program income forms for each meal site and other information as requested.
- u. 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.
- v. Contractor will submit a plan for the collection of program income from customers in each county.
- w. 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).
- x. 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)
- y. 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.
- z. The AAA will pay the Contractor within 30 days after reconciling the Contractor's invoice to KAMIS.
- aa. All programmatic and financial records and supporting documentation must be accessible to the Area Agency staff and maintained for five (5) years. The nutrition provider will perform such audits as the agreement requires and will not restrict auditors hired by the Area Agency from reviewing any aspect of this contract.
- bb. All proposals and program budget revisions must be submitted on proper proposal forms and be approved by the Area Agency Board of Directors and the Kansas Department for Aging and Disability Services prior to implementation.
- cc. Each nutrition site must have a person designated as Site Manager who is responsible for the day-to-day operation of the site. Duties of the Site Manager shall include, but are not limited to:
 - i. Maintenance of meal reservations, attendance, program income and volunteer records.
 - ii. Supervision of site personnel/volunteers.
 - iii. Submission of customer registration forms, Uniform Program Registrations.
- dd. Attendance at applicable training programs. The Congregate meal site locations for this program will be designated by the AAA. The Contractor must ensure these locations maintain congregate operations during the contract period of October 1, 2023 through September 30, 2024. (See next page for list)

List of current Congregate Meal Site locations for Douglas, Jefferson and Shawnee Counties:

Douglas County:

Lawrence meal site locations:

Babcock Place Apartments
1700 Massachusetts Street
Lawrence KS 66046

Midland Care Adult Day Health
319 Perry St
Lawrence, KS 66044

Rural Douglas County meal site locations:

Baldwin Healthcare & Rehab Center
1223 Orchard Lane
Baldwin City, KS 66006

Eudora Parks & Recreation
1630 Elm St
Eudora, KS 66025

Jefferson County:

St. Aloysius Catholic Church
615 E. Wyandotte St.
Meriden, KS 66512

Shawnee County:

City of Topeka meal site locations

East Topeka Senior Center
432 SE Norwood St.

Papan's Landing Senior Center
619 NW Paramore St.

First Apartments
3805 SW 18th St.

Santa Fe Place Apartments
600 SE Madison St.

Highland Park United Methodist Church
2914 SE Michigan St.

Topeka LULAC Senior Center
1502 NE Seward Ave.

Tyler Towers
600 W 14th St.

Rural Shawnee County meal site locations

Auburn Community Center
1020 Washington St.
Auburn, KS 66604

Rossville Senior Center
429 Pearl St.
Rossville, KS 66608

Silver Lake Senior Center
404 East Lake St.
Silver Lake, KS 66539

C. JAYHAWK AREA AGENCY ON AGING, INC. reserves the following rights:

- a. To reject any and all proposals received.
- b. To impose additional conditions warranted by determinations of organizational, administrative, financial or programmatic risk

D. JAYHAWK AREA AGENCY ON AGING REQUEST FOR PROPOSAL TENTATIVE TIMELINE:

| | |
|------------------------------|----------------------------------|
| Announce RFP | March 17, 2023 |
| Deadline to submit questions | March 31, 2023 |
| DEADLINE TO SUBMIT | April 21, 2023 |
| Interviews | Tentatively week of May 8, 9, 10 |
| AAA Approval | Tentatively week of June 5 |
| Begin Project | October 1, 2023 |

E. 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.
- 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.

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.

- 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.
- FORM 2: The proposal must include an organizational chart detailing the administrative framework of the program and a staffing chart detailing personnel and the supervisory authority of staff.

This section must specify a full-time person who will direct the program.

Duties of the Director shall include, but not be limited to:

- a) Program and budget planning.
- b) Implementing of the proposal.
- c) Monitoring of program and fiscal activities.
- d) Recruitment and selection of program staff, paid and volunteer, under an Affirmative Action Plan as specified in the KDADS Field Services Policy Manual.
- e) Fiscal and program accountability.
- f) Day to day operation of the program.
- g) Submission of reports as required by the Area Agency.

In addition to the Director, the program must provide sufficient paid and volunteer staff to provide a viable nutrition program as outlined in the Request for Proposal (RFP).

Insert an organizational chart detailing the administrative framework of the program and a staffing chart detailing personnel and the supervisory authority of staff.

- 6. FORM 3: The proposal must include the names and titles of individuals having 'Authority to Sign' documents and make commitments for the agency. This would include individuals who have authority to sign the monthly reports; financial reports/invoices and program reports as required by JAAA.
- 7. FORM 4: Answer the questions to describe how services will be provided by the organization.
- 8. FORM 5: Answer the questions to describe the project service.
- 9. FORM 6: Provide a narrative answer to the questions listed at the top of the page.
- 10. FORM 7: Provide a narrative answer to the questions listed at the top of the page.
- 11. FORM 8: Provide a narrative answer to the questions listed at the top of the page.
- 12. FORM 9: Provide a narrative answer to the questions listed at the top of the page.
- 13. FORM 10: Provide a narrative answer to the questions listed at the top of the page.
- 14. FORM 11: Provide a narrative answer to the questions listed at the top of the page.
- 15. FORM 12: Provide a narrative answer to the questions listed at the top of the page.
- 16. FORM 13: Submit the requested information and provide answers to the questions.
 - 1. Provide the most recent complete year's Profit and Loss Statement for only the service that OAA funding is being requested.
 - 2. Provide the most recent complete year's Profit/Loss Statement for the full-agency.
 - 3. Provide the most recent complete year's Balance Sheet for the full-agency.
 - 4. Provide all agency funding received for the service being applied for. Also provide the annual number of units provided per the funding sources listed.
 - 5. Provide what the total cost per meal is. Looking for the total meal cost for the agency regardless of funding source.
 - 6. Provide donation amount. Explain in detail how this amount was decided or figured.
 - 7. Provide private pay rate
 - 8. Use formula provided to calculate your OAA cost per unit.
- 17. OTHER INFORMATION:
 - a. Provide a copy of the requested documents.
- 18. 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.

| | Response Page Number |
|---|---------------------------------|
| A. REQUEST FOR PROPOSAL APPLICATION PAGE (cover page) | Page 1 |
| B. TABLE OF CONTENTS: Submit this page and include the appropriate page numbers. | Page 2 |
| C. FORM 1 – BIDDER PROFILE | Page 3 |
| D. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COMPLIANCE | Page 4 |
| E. CODE OF CONDUCT ASSURANCE | Page 5 |
| F. REQUEST FOR PROPOSAL AGREEMENTS | Page 6 to 8 |
| G. FORM 2: ADMINISTRATION OF THE PROJECT | Pages to |
| H. INSERT: Staffing Organizational Chart | Page |
| I. FORM 3: AUTHORITY TO SIGN | Page |
| J. FORM 4: SERVICE DELIVERY SYSTEM (Use multiple pages if necessary). | Pages to |
| K. FORM 5: PROJECT SERVICE (Use multiple pages if necessary). | Pages to |
| L. FORM 6: PROJECT MANAGEMENT OBJECTIVES (Use multiple pages if necessary). | Page |
| M. FORM 7: VOLUNTEER PLAN OBJECTIVES (Use multiple pages if necessary). | Page |
| N. FORM 8: TRAINING PLAN OBJECTIVES (Use multiple pages if necessary). | Page |
| O. FORM 9: PROGRAM EVALUATION OBJECTIVES (Use multiple pages if necessary). | Page |
| P. FORM 10: FOOD SERVICE OPERATIONS OBJECTIVES (Use multiple pages if necessary). | Page |
| Q. FORM 11: OUTREACH OBJECTIVES (Use multiple pages if necessary). | Page |
| R. FORM 12: NUTRITION EDUCATION OBJECTIVES (Use multiple pages if necessary). | Page |
| S. FORM 13: FINANCIAL INFORMATION | Page |
| T. INSERT: Affirmative Action Plan and/or statement | Page |
| U. INSERT: Articles of Incorporation – if not a current funding recipient | Page |
| V. INSERT: Agency By-Laws | Page |
| W. INSERT: Strategic Plan | Page |
| X. INSERT: Disaster/Emergency Plan | Page |
| Y. INSERT: Succession/Leadership Contingency Plan | Page |
| Z. INSERT: List of Current Governing Board of Directors (including Board positions). | Page |
| AA. INSERT: Most recent complete year's Profit and Loss Statement for only the service that OAA funding is being requested | Page |
| BB. INSERT: Most recent complete year's Profit/Loss Statement for the full-agency. | Page |
| CC. INSERT: Most recent complete year's Balance Sheet for the full-agency. | Page |
| DD. INSERT: Excel Spreadsheet Budget Pages | Pages to |

FORM 1 – BIDDER PROFILE

| | |
|--|---|
| 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. Submit a background history about the organization, current service provided and the service standards which includes Bidder Summary, Bidder Qualifications and Bidder's ability to meet service standards | |
| 3. Is there any pending legal action which the applicant is, or has, within the last one year been a party? Yes ____ No ____ If yes, please summarize. | |
| 4. Have there any administrative actions taken within the last two years or now pending against the applicant by any federal, state, or local governmental grantor or regulatory agency. Yes ____ No ____ If yes, please summarize. | |
| 5. List type of organization ____Public Agency____Private Non-Profit Agency____Private For-Profit Agency | |
| 6. List sales tax status of organization: _____Sales tax exempt _____Not sales tax exempt | |

ASSURANCE OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COMPLIANCE

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH AND HUMAN SERVICES REGULATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Name of Applicant (type or print) (hereinafter called the "Applicant").

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Kansas Department for Aging and Disability Services and/or Jayhawk Area Agency on Aging, Inc. (hereinafter called the "Grantor"), a recipient of federal financial assistance from the Department of Health and Human Services (HHS); and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant by the Grantor, this Assurance shall obligate the Applicant, or in the case of any transfer for such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the Grantor, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The applicant recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the Grantor or the United States, or both, shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

Signature of Authorized Official of the
Bidding Organization

Title

Date

NOTE: This form must be completed by applicants for federal financial assistance from the Kansas Department for Aging and Disability Services and/or Jayhawk Area Agency on Aging, Inc.

KDOA-441

CODE OF CONDUCT ASSURANCE

The recipient of this award shall develop and maintain a written, signed code or standards of conduct which shall govern the performance of its officers, employees, or agents engaged in awarding and expending federal grant funds. The Standard of Conduct must include the following:

1. The recipient agency's officers, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or potential subcontractors.
2. All persons on the policy-making board and all employees in top management will file signed conflict of interest statements which will set forth any organizational, financial, or familiar relationship with actual or potential providers of services under funds from the Older Americans Act.
3. Persons serving on the Jayhawk Area Agency on Aging advisory council who are also staff or board members of projects being considered by the advisory council will be expected to remain silent in any presentation of those projects and refrain from voting on such projects.
4. Such standard or code shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards either by the officers, employees, or agents of the recipient agency or by subcontractors or their agents.

Signature of Authorized Official of the
Bidding Organization

Title

Date

NOTE: Above is not the code but merely assures that such a code will be adopted.

REQUEST FOR PROPOSAL AGREEMENTS

The Applicant Agency:

Agrees that the project will be carried out in accordance with Title III of the Older Americans Act, the program regulations issued thereto, the regulations and policies and procedures established by the Kansas Department on Aging, and the Area Agency on Aging in making an award of funds.

Agrees that where subcontractors are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III the applicant agency retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by the Kansas Department on Aging and Area Agency on Aging for the project. The applicant agency will be held accountable by the Area Agency for all project expenditures, and will ensure that all expenditures incurred by the subcontracting agency(ies) will be in accordance with cost policies and procedures established by the Kansas Department on Aging and Area Agency on Aging in keeping with the guidelines of the U.S. Administration on Aging. Copies of the proposed subcontracts are submitted with this application.

Agrees to cooperate with the Area Agency on Aging in its efforts toward developing a comprehensive and coordinated system of services for individuals who are 60 years of age or older by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.

Agrees to provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project. Costs for such training have been included in the budget developed for the project and submitted as part of this application.

Agrees to actively seek qualified older persons for paid positions on the project. Agrees to make provision for volunteer opportunities for older persons.

Agrees to cooperate and assist in efforts undertaken by the Area Agency on Aging, the Kansas Department on Aging, the U.S. Administration on Aging, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.

Agrees that no personal information obtained from any individual in conjunction with the project shall be publicly disclosed in a form which identifies an individual without the written and informed consent of the individual concerned.

Agrees to keep such records and make reports in such form and containing such information as may be required by the Area Agency on Aging. Applicant agency agrees to surrender individual's records at the Area Agency on Aging request.

Agrees to keep such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the Area Agency on Aging, and the nature and amount of all charges claimed against such funds.

Agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and regulations issued pursuant thereto. Also, further certifies that the applicant agency has no commitments or obligations, which are inconsistent with compliance of these and any other pertinent federal regulations and policies, and that any other agency, organization or party, which participate in this project, shall have no such commitments or obligations.

Is cognizant of and agrees to operate the project fully in conformance with all applicable state and local standards, including fire, health, safety and sanitation standards, prescribed in law or regulations.

All materials published in connection with the project described above shall conspicuously acknowledge the support of the Older Americans Act, the Kansas Department for Aging & Disability Services and the Jayhawk Area Agency on Aging.

That this agreement shall remain in force only as long as federal funds are made available from the Kansas Department for Aging and Disability Services in support of the project as described, and that the agreement may be terminated by either party upon sixty (60) days' notice.

The title and ownership of all property and equipment purchased by the applicant agency with monies awarded by the Area Agency on Aging provided through the Kansas Department for Aging and Disability Services shall be taken in the name of said applicant agency and in event of dissolution, discontinuance, assignation or transfer of said project, activity, program or equipment, the Area Agency on Aging shall have the right to immediate possession of the same and may enter upon the premises where said equipment is located and seize and remove the same and applicant agency agrees to peacefully surrender the same.

Agrees to follow priorities set by the Area Agency on Aging for serving individuals who are 60 years of age or older with the greatest economic or social need with particular attention given to low income older individuals, including low income minority older individuals, older individuals with limited English proficiency and older individuals residing in rural areas. Understands they may not use a means test.

Agrees to specify how the needs of low-income minority individuals will be satisfied and to serve low-income minority individuals at least in the proportion they represent of the total population in the area served.

Understands that any violation or breach of the approved application may cause immediate withholding, suspension, or termination of federal funds and appropriate administrative or legal action may be taken.

Agrees to develop a system for collection of contributions, which provides each older person with an opportunity to contribute, protects the privacy of each older persons with respect to their contribution, and ensures that neither undue pressure is used to obtain contributions nor are services denied to a person who will not or cannot contribute.

Agrees to report all project income and that it be included and used in an approved budget in the period generated. Agrees that the proper staff persons responsible for the receipt and expenditure of federal funds will be bonded.

Agrees that a physical inventory of property shall be taken every year of project operation to assess the condition of the property and the results reconciled with property records to verify the existence, current utilization, and continued need for the property.

Agrees to develop and implement a control system, which insures adequate safeguards to prevent loss, damage, or theft of the property both during and after federal support of the project.

Agrees to provide adequate maintenance procedures to keep the property in good condition both during and after federal support of the project.

Agrees that in the event of a disaster affecting older persons all resources provided by this grant will be made available to the Jayhawk Area Agency on Aging if requested.

Agrees to provide an affirmative action plan for equal employment opportunity containing specific goals, action steps, and timetables. The affirmative action plan shall be reviewed and updated annually. The Area Agency on Aging will neither approve nor renew grants or contracts to agencies, which do not have an acceptable affirmative action plan. In cases where the project is a public agency, it will establish and

maintain methods of personnel administration, which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed by the U.S. Civil Service Commission pursuant to Section 208 of the Intergovernmental Personnel Act of 1970 modifying or superseding such standards. Such methods shall be maintained in the files of the project and shall be made available to the Area Agency on Aging upon request.

Agrees to comply with all provisions of Section 504 of the Rehabilitation Act of 1973 and subsequent state and federal policies implementing said act.

Agrees to operate its program or activity so that, when viewed in its entirety, the program or activity is readily accessible to disabled persons. Where structural changes are required, these changes shall be made as quickly as possible, in keeping with 45 CFR 84.

Agrees to comply with the provisions and standards contained in Americans with Disabilities Act (A.D.A. - 28 C.F.R. Part 35) and Kansas House Bill No. 2602.

Agrees to establish, make available to customers, and follow a grievance procedure for older individuals who are dissatisfied with or denied services under the Older Americans Act.

Agrees to comply with the following procedure for requests for hearing (appeals) filed by the customers ("older individuals" under the Older Americans Act):

Notice of Action Including Notice of Appeal Rights. Unless otherwise provided for by regulation, appeals of any action proposed or taken by any subgrantee or contracted (including any employee or contractor of either of them) shall be carried out pursuant to K.A.R. 26-4-1 et seq. The Area Agency on Aging shall give persons or entities (including customers, subgrantees, or contracted) directly affected by any Area Agency on Aging action timely notice of action pursuant to K.A.R. 26-4-1 and in the notice of action shall include notice of the right to appeal the action. Subgrantees or contractors are to give customers timely notice of action pursuant to K.A.R. 26-4-1 and to notify customers of their appeal rights in every notice of action.

Subgrantees or contractors, subject to their own appeal rights, to be bound by and comply with the final order, decision, or judgement issued in any appeal by the presiding officer, a hearing panel, the Secretary of Aging, the District Court, or the Kansas appellate court with final jurisdiction in the same manner as is the Subgrantee or Contractor had appeared and defended the action which was appealed.

Signature of authorized official of the applicant organization

Date

(The Jayhawk Area Agency on Aging shall add any additional conditions or assurance it determines to be necessary as part of its agreement.)

FORM 2 – ADMINISTRATION OF THE PROJECT

1. Describe the proposed number and job assignments of staff. Indicate full or part-time, permanent or temporary.
 - a. Paid Staff _____
 - b. Volunteer Staff _____
2. Describe plans for obtaining continued support for the project.
3. Describe the applicant's plans for on-going monitoring and review of project objectives to assure the project is meeting the objectives as established in this application. The monitoring plan should identify barriers to completion of objectives.
4. Describe the step by step procedure for collecting contributions which include; how the opportunity to contribute is provided, how the contributor's privacy is protected, and how contributions are protected and reported.

FORM 3 –AUTHORITY TO SIGN

Please include the names and titles of individuals having 'Authority to Sign' documents and make commitments for the agency. This would include individuals who have authority to sign the monthly reports; financial reports/invoices and program reports as required by JAAA.

| | |
|---|---|
| Name and Title: | Name and Title: |
| Name of firm with which associated: | Name of firm with which associated: |
| Years experience: With the firm _____ | Years experience: With the firm _____ |
| Other Experience and Qualifications relevant to the proposed project: | Other Experience and Qualifications relevant to the proposed project: |

FORM 4 – SERVICE DELIVERY SYSTEM

Describe in detail (attach additional pages as needed) how services will be provided by the organization.

| | |
|---|--|
| 1. The geographic area served: | 1 a. Are services available county-wide? If not, please describe the boundary lines. |
| a. How will the urban areas of the county be served? | |
| b. How will the remote rural areas of the county be served? | |
| 2. What are the requirements, if any, for an individual to participate in the service? | |
| 3. How will the public, older individuals, agencies and community leaders be informed of the service? | |
| 4. How will the program be coordinated with other aging programs and service agencies in the public and private sector? | |
| 5. What holiday service is available? | |

FORM 5 – PROJECT SERVICE

1. List days of the week that meal sites will be closed and meals will not be served to congregate participants.
2. What is the project's procedure to make-up meals when an unplanned interruption of service occurs?
3. What is the agency plan for distributing meals in the event of an emergency (tornado, fire, pandemic, etc.)? Have you coordinated with another agency in the event you are unable to produce or provide the service? If so, explain.
4. Describe the process of implementation of a waitlist if necessary.

FORM 6 – PROJECT MANAGEMENT OBJECTIVES

The Project Management Objectives of the proposal must include, but are not limited to:

- a. The process by which the congregate customer will provide input into the planning and operation of the Title III-C (1), i.e. site councils and/or advisory councils with customer representation.
- b. The applicant governing board involvement in the planning and operation of the program.
- c. The paid and volunteer staff empowered to conduct the administrative functions within the program.
- d. The administrative goals which the program will seek to achieve during the fiscal year.

FORM 7 – VOLUNTEER PLAN OBJECTIVES

The Volunteer Plan Objectives of the proposal must include, but are not limited to:

- a. The number of volunteers and the number of volunteer hours to be utilized by the program. The staff positions to be filled by volunteers.
- b. Volunteer recruitment procedures.
- c. What is your process for onboarding volunteers?
- d. How do you screen volunteers? Do you complete any type of background check? Do you ask for references?
- e. Training to be provided for volunteers.
- f. The plan for recognizing volunteers for their contributions to the program.

FORM 8 – TRAINING PLAN OBJECTIVES

The proposal must include a training plan for personnel involved in the program. The following items should be discussed in detail:

- a. Method used to determine the training needs of staff, boards, clients, etc.
 - b. Who is to receive training; boards, staff, clients, volunteers
 - c. Who is to provide training
 - d. Content of the training, (i.e., working with older adults and communication skills)
 - e. Frequency of the training
- b. Method for evaluation of the effectiveness of the training

FORM 9 – PROGRAM EVALUATION

The bidder should describe the procedures to be utilized to assure quality service is delivered to the customer. The narrative should address the instruments to be used for monitoring and evaluating Quality Assurance.

- a. The in-house methods used to evaluate and monitor the program, this **must include a customer satisfaction survey for the Title III-C (1) program.**
- b. The frequency of in-house evaluations and monitoring activities.
- c. Procedures for resolution of noted deficiencies derived from evaluation and/or monitoring activities.
- d. Provide a copy of the current customer satisfaction survey and the results.

FORM 10 – FOOD SERVICE OPERATIONS OBJECTIVE

The Food Service Objectives shall include, but are not limited to:

- a) The food preparation method.
- b) The procedure and schedule for transporting food, supplies and equipment from central kitchens/caterers to the nutrition sites.
- c) The procedure for utilization of a Licensed Registered Dietitian, (paid, volunteer, or contracted)
- d) Describe the duties of the congregate meal site managers
- e) State the procedure followed to complete a Uniform Program Registration for each eligible customer.

FORM 11 – OUTREACH OBJECTIVES

The Outreach Plan Objectives shall include, but are not limited to:

- a) The number of unduplicated persons planned to receive outreach services and the number of units to be provided annually.
- b) Describe how the outreach efforts will be carried out, especially for serving older persons with greatest economic and social need with particular attention to:
 - low- income older individuals, including low-income minority older individuals,
 - older individuals with limited English proficiency,
 - older individuals living in rural areas.
- c) Provide examples of outreach materials (include non-English versions)
- d) The designation of personnel responsible for outreach activities.
- e) The procedure used for tracking outreach activities.

FORM 12 – NUTRITION EDUCATION OBJECTIVES

The Nutrition Education Objectives shall include, but are not limited to:

- a. The personnel responsible for planning and presentation of nutrition education.
- b. The process to provide nutrition education to customers.
- c. Estimated number of customers to receive nutrition education.

FORM 13 – FINANCIAL INFORMATION

Please refer to table of contents AA, BB and CC and submit with proposal.

1. Calculated meal cost per unit (all funding)

divided by

Equals

Total home-delivered meal expenses\$ _____

Total units of meals provided _____

Cost per unit \$ _____

2. What is your suggested donation per meal? How did you determine this amount? How do you educate participants regarding the importance of donations?

3. What is your private pay rate per meal?

FORM 14 – PROJECT BUDGET

PROJECT BUDGET (See excel spreadsheet for budget pages.)

1. A detailed budget with a cost justification for each line item shall be submitted.
2. All budget items must be reasonable and necessary to the achievement of the objectives.
3. Indirect, contingency and miscellaneous costs are not allowed.
4. Title III-C of the Older Americans Act will provide up to eighty-five percent (85%) of the net program costs.
5. A minimum of fifteen percent (15%) of the net program costs must be contributed by the applicant. This contribution may be met with state funds, local cash and/or in-kind support.
6. **Program Income revenue cannot be used as Match for the grant.**
7. NSIP (formerly USDA) funds are to be computed at \$.65 for each meal served to an eligible customer, (based on current rate for FY-2023 meals).