

Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



RFP R40895

**Title III C Congregate and Hot Home Delivered Meals
for AAA**

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Article I. General Information

Method of Source Selection

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code allows for the use of Competitive Sealed Proposals (RFP) process when it is determined that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government by the Procurement Department as permitted.

Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas, Department of Wyandotte/Leavenworth Area Agency on Aging, Aging and Disability Resource Center is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of supplying congregate and home delivered meals for the elderly of our community.

Offerors providing such services must meet the requirements, as specified herein.

Solicitations from qualified firms are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas.

Existing Environment

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County, including, through county programs, residents of Wyandotte County's unincorporated areas and the three other cities within its borders: Bonner Springs, Edwardsville, and a portion of Lake Quivira. The City of Kansas City, Kansas is located entirely in Wyandotte County which, along with ten other Kansas and Missouri counties, makes up the Greater Kansas City Metropolitan Area with a population of approximately 2.1 million. For clarity, the cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects. This RFP focuses exclusively on the City of Kansas City, Kansas and Wyandotte County, Kansas.

Required Review

Offerors should carefully review this solicitation to fully understand the scope of work and for defects and questionable or objectionable items. Comments or questions concerning this RFP must be made in writing and received by the procurement officer at least ten (10) days before the proposal opening. This will allow issuance of any necessary addendums which will be shared publicly and with all notified potential bidders. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these issues have not been brought to the attention of the procurement officer, in writing, at least ten (10) days before the time set for opening.

Protests and Appeals

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision of award of contract.

The written communication must list the specific areas of protest and suggested remedy. Only timely protests or appeals will be considered, and the decision of the Purchasing Director on any protest or appeal shall be final and binding with no further appeal.

Inquiries - Clarifications

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Kelly P. Regan, kregan@wycokck.org Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be followed up in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written addendum to the RFP. The procurement officer will determine the appropriate method to be used.

Kelly Regan
913-573-5447 phone
913-573-5444 fax
kregan@wycokck.org

Amendments & Addenda

Amendments and addenda will be issued to offerors known to have the Request for Proposal and will also be made by available publicly on the Unified Government's website at least three (3) days prior to the due date of the RFPs.

Alternate Proposals

Offerors may only submit one proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

Implied Requirements

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise.

It will be in the sole discretion of the Unified Government to determine whether alternative proposals will be considered. Any products and services that are not specifically addressed in the Request for Proposal, but which are necessary to provide functional capabilities proposed by the offeror must be included in the proposal.

Project Timetable & Contract Term

The project timetable set out herein represents the Unified Government's best estimate of the schedule that will be followed.

If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Proposed Schedule of	Events
MAY 15, 2025, 2:00 P.M. CST	Solicitation Release
MAY 27, 2025, 2:00 PM CST	Deadline to submit written questions
MAY 30, 2025, 5:00 PM CST	Response to Written Questions
JUNE 12, 2025, 2:00 P.M. CST	Proposal submission deadline
TBD	Notice to shortlisted firms selected for interviews (if required)

The initial contract will be in effect from: October 1, 2025 through September 30, 2026
 These contracts upon written determination by the Unified Government may be extended up to four additional one (1) year terms. (Pending funds available.)

During the term of the contract, the Unified Government may request additional services not anticipated at contract inception. If the Unified Government makes such a request for additional services, the Consultant shall submit a written scope of the additional work including an estimate of additional costs for the performance of such additional work. No change in scope shall be effective nor shall additional compensation be paid except on the basis of the provisions of a written supplemental agreement which may be duly entered into by the parties to this Agreement.

Proposals and Presentation Costs

The Unified Government of Wyandotte County/Kansas City, Kansas will not be liable in any way for any costs incurred by the offeror in the preparation of their proposal in response to the Request for Proposal nor for the presentation of their proposal and/or participation in any discussions or negotiations.

Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG’s option.

Kansas Open Records Act, K.S.A. 45-215 *et seq.*, requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer, in consultation with the Legal Department of the Unified Government agrees, in writing, to do so subject to the Kansas Open Records Act requirement. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for requesting confidentiality.

Cooperative Procurement

By responding to this Request for Proposals, the Offeror agrees to participate in the Cooperative Procurement Program for cities, counties, and other public agencies located in the Kansas City metropolitan region as defined by Mid America Regional Council, and the selected contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities.

The offeror further understands and agrees that participation by other governmental entities is fully voluntary on the part of those governmental entities and the Unified Government bears no financial responsibility for any payments due the contractor by any such governmental entities that choose to participate in cooperative procurement under any contract resulting from this Request for Proposals.

Independent Contractor Relation

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Offeror in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Offeror shall maintain total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

Determination of Responsibility

Per § 29-198 (Responsibility of bidders and offerors) of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas ("the Procurement Code"), before awarding a contract, the Procurement Officer must be satisfied that the prospective offeror is responsible.

All offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such offeror. The determination of responsibility shall be governed by § 29-198 of the Procurement Code. The contract file shall contain the basis on which the award is made.

Evaluation

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Offerors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this Request for Proposal.

Equal Treatment

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and clarification of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change. Auction techniques (revealing one offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

Award

The contract shall be awarded in whole or in part to the responsible offeror whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful proposer based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless an protest is filed as described in the protest section 1.05

Notification of Award

Written notice of award shall be sent to the successful Offeror.

- The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:
 - Submit a performance bond, if required, in the total amount of one hundred percent (100%) of the proposal amount (*Bond form format will be provided by the Unified Government*)
 - If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (Form can be requested **from the Procurement Department**).
 - Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
 - Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
 - Come into compliance with Article XI of the Procurement Code regarding compliance with State and Federal anti-discrimination laws.

Contact the Procurement and Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 649 or call (913) 573-5440 for information regarding compliance requirements."

- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all the above-enumerated conditions.
- All bonds required by this proposal must contain terms and conditions approved by the Unified Government and shall be executed by a surety company authorized to do business in the State of Kansas.
- The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Offerors in compliance with the Tax Laws of the Local Governments. Offeror agrees that the Offeror shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Offeror's compliance with the Tax

Laws of the Local Governments shall be a condition of award. All Offerors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$50,001.00 or more must obtain a Tax Clearance Certification within thirty (30) days of the notice of award. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one (1) year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. (Form **will be provided to the successful Offeror by the Unified Government**).

Right to Reject Proposals

The Unified Government reserves the right to accept or reject any proposals or alternate proposals. Offerors must comply with all the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the RFP.

Minor informalities may be waived by the procurement officer if determined that they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute an unacceptable reservation against a requirement or provision.

If no offerors meet all the mandatory requirements of the Request for Proposals, if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised scope through a subsequent Request for Proposals at a later date, or may choose to negotiate with those submitting proposals.

Mistakes in Proposals Discovered Prior to Award

At any time prior to the established due date for submission, Offeror may withdraw or modify a proposal. The established due date is defined as either the time and date announced for the receipt of proposals or of modifications to proposals or, if discussions have begun, it is the time and date by which best and final offers must be submitted; provided that only offerors who submitted proposals by the time announced for the receipt of proposals may submit best and final offers. Any proposal modification must be in writing, executed by Offeror, and submitted prior to the proposal submission date.

After submittal of the response and prior to any evaluations of the submitted proposals, mistakes in proposals may only be corrected and accepted as an intended correct offer in the sole discretion of the Purchasing Department on behalf of the Unified Government.

Mistakes in Proposals Discovered after Award

Corrections to mistakes shall not be allowed after award of the contract unless permitted in the sole discretion of the Procurement Department on behalf of the Unified Government.

Ownership of Reports, Drawings, Specifications, etc.

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall become the property of the Unified Government upon finalization.

Article II. Standard Proposal Information

Authorized Signature

All proposals must be signed by an individual authorized to bind offeror to the provisions of the Request for Proposal. Proposals must remain open and valid for at least ninety (90) days from the opening date.

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this Request for Proposal or that diminish the Unified Government's rights under any contract resulting from the Request for Proposal, whether provided by the contract or by Kansas Statute, shall be null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the Request for Proposal, the term or condition of the Request for Proposal will prevail; and
- [b] if the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition shall be null and void.

Discussions with Offerors

The Unified Government may conduct discussions with offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the Request for Proposal and proposal. Discussions will be limited to specific sections of the RFP identified by the procurement officer. Discussions will be limited to specific sections of the Request for Proposal identified by the procurement officer. Discussions may only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those offerors with whom discussions were held.

Offerors with a disability needing accommodation during the discussion process should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

Evaluation of Proposals

The Procurement Officer, or an evaluation committee made up of the procurement officer and at least two (2) Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section eight of this Request for Proposal.

Contract Negotiations

After completion of the evaluation, including any discussions held with offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether to initiate contract negotiations rests solely with the Unified Government.

If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the offeror's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

Offeror will be responsible for all travel and per diem expenses related to contract negotiations, and these expenses shall not be reimbursable.

Failure to Negotiate

If the selected contractor

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the Unified Government, after a good faith effort, simply cannot come to terms,

the Unified Government may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked offeror.

Article III. Standard Contract Information

Contract Type

This contract is a Fixed Price contract.

Contract Approval

This Request for Proposal does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the resulting contract under the Request for Proposals is approved by the Unified Government County Administrator or the Administrator's designate. Upon written notice to the Offeror, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Proposal as a Part of the Contract

Part or all of this Request for Proposal and the successful proposal may be incorporated into the contract by reference.

Additional Terms and Conditions

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the Request for Proposals and will not affect the proposal evaluations.

Additionally, the Unified Government's General Conditions, contained in Article IV., below, are a required part of all Unified Government contracts. Offeror understands and agrees that in submitting a proposal in response to this Request for Proposals, it agrees to the Unified Government's General Conditions unless otherwise noted in the Offeror's proposal. It is in the sole discretion of the Purchasing Department on behalf of the Unified Government to accept or reject the proposed change to the General Conditions.

Insurance Requirements

The successful Offeror must secure insurance coverage as required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Insurance Requirements

Upon award of the contract, the successful Offer shall provide a Certificate of Insurance that contains the following coverage and limits:

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The successful Offeror shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required insurance policies are scheduled to expire or be canceled, it will be the responsibility of the Offeror to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The successful Offeror shall indemnify the Unified Government of Wyandotte County/Kansas City, Kansas and save it harmless against any and all loss, damage, expense, liability or claim of liability, expense for injury, death, or damage to property directly caused by Offeror's negligence arising out of performance by Offeror of the agreement.

The Unified Government shall be named as an additional insured as described below. The following minimum coverage is required of any Offeror providing services:

<u>Coverage:</u>	<u>Limits of Liability:</u>
Workers Compensation	Statutory
Combined Automobile Bodily Injury And Automobile Property Damage	\$500,000 per occurrence
Errors and Omissions	\$1,000,000 aggregate
Professional Liability	\$1,000,000 aggregate

1. The “additional insured” provisions of the insurance policy shall read exactly as follows:
The Unified Government of Wyandotte County and Kansas City, Kansas, shall be named as additional insured with respect to the work performed for the contract(s): “(RFP R40895, Congregate & Home Delivered Meals)”.
2. Cancellation Clause shall read exactly as follows:
Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail ten (10) days prior written notice of cancellation to the certificate holder.
3. Provide Request for Proposal number and title in the “miscellaneous” area of certificate and address all certificates to the Unified Government of Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444; Office 913-573-5440.

Proposed Payment Procedures

The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the project director.

- **Direct Grant**, in which the procedure for requesting funds will be in advance of expenditures, with an approved estimated projection of funds needed being submitted for the upcoming month.
- **Major Purchase Agreement**, wherein the Unified Government agrees to reimburse the provider agency at a particular rate for units of services rendered. Funds in this case will be disbursed upon receipt of the confirmed number of units of service having been provided. Major purchase agreements are for contracts in excess of \$30,000.
- **Limited Purchase Agreements** are similar to the major purchase agreement with the difference being that it applies to contracts under the amount of \$30,000. It also refers to a reimbursement rather than a, cash up front process.

Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the Unified Government. If performed, the scope of the debriefing will be limited to the work performed by the offeror.

Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the Unified Government project point of contact and/or designee. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

Contract Changes - Unanticipated Amendments

During the course of this contract, the Offeror may be required to perform additional work. That work will be within the general scope of the initial contract.

When additional work is required, the Unified Government point of contact for the project will provide successful offeror a written description of the additional work and request a time schedule and a schedule of hourly rates for the additional work that may be requested. Cost and pricing data must be provided to justify the cost of such amendments.

Successful offeror will not commence additional work until the Unified Government project point of contact has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

Article IV. Required Contractual Terms and Conditions

GENERAL CONDITIONS

The following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

1. **Parties:** Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and "_____ ", hereinafter called "Contractor."
2. **Compliance with Law.** CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority To Contract.** CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.

4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Assignment.** Neither CONTRACTOR nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.
7. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify CONTRACTOR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, CONTRACTOR shall pay the Unified Government occupation tax prior to execution of the Agreement.
8. **Licenses and Permits.** CONTRACTOR shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. CONTRACTOR shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.
9. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by CONTRACTOR are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to CONTRACTOR.
10. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national original, or ancestry.

11. Equal Opportunity and Affirmative Action.

- a. CONTRACTOR shall observe the provisions of the Kansas Acts Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- b. CONTRACTOR will ensure that applicants and employees are treated without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.

- c. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. CONTRACTOR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. CONTRACTOR, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

12. Representations.

CONTRACTOR makes the following representations:

- a. The price submitted is independently arrived at without collusion.
 - b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.
 - c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
 - d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
13. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
14. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
15. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
16. **Disclaimer of Liability.** The Unified Government shall not hold harmless or indemnify CONTRACTOR for any liability whatsoever.
17. **Termination for Default.** If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify CONTRACTOR in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate CONTRACTOR's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay CONTRACTOR the costs and expenses and reasonable profit for services performed by CONTRACTOR prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due CONTRACTOR such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by CONTRACTOR because of the default.

Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if CONTRACTOR has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, CONTRACTOR shall not be

deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to meet the contract requirements. Upon request of CONTRACTOR, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, CONTRACTOR's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of CONTRACTOR 's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, and both the Unified Government and CONTRACTOR agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by CONTRACTOR will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If CONTRACTOR is adjudged bankrupt or insolvent;
- If CONTRACTOR makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for CONTRACTOR or any of his property;
- If CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If CONTRACTOR repeatedly fails to supply sufficient services;
- If CONTRACTOR disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

18. **Termination for Convenience.** The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to CONTRACTOR specifying the part of the contract terminated and when termination becomes effective.

CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination CONTRACTOR will stop work to the extent specified. The Procurement Officer shall pay CONTRACTOR the following amounts:

All costs and expenses incurred by CONTRACTOR for work accepted by the Unified Government prior to CONTRACTOR's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by CONTRACTOR for work not yet accepted by the Unified Government but performed by CONTRACTOR prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by CONTRACTOR shall not be allowed.

19. **Disputes.** All controversies between the Unified Government and CONTRACTOR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by CONTRACTOR for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then CONTRACTOR may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to CONTRACTOR by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or CONTRACTOR brings an action seeking judicial review of the decision in the Wyandotte County, Kansas District Court.

CONTRACTOR shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event CONTRACTOR shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

20. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by CONTRACTOR in connection with the work pursuant to this Agreement, shall be in the Unified Government.
21. **Availability of Records and Audit.** CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. CONTRACTOR agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government.
Except for documentary evidence delivered to the offices of the Unified Government, CONTRACTOR shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.
22. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit CONTRACTOR's liability to the Unified Government as such liability may exist by or under operation of law.
23. **Indemnification.** CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, judgments or costs arising from or in any way related to CONTRACTOR's activities to be carried out pursuant to the obligations of this Agreement.

This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

- 24. **Governing Law.** The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.
- 25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Article V. Background Information

Background Information

The Wyandotte/Leavenworth Area Agency on Aging, Aging and Disability Resource Center provides approximately 100 hot home delivered meals, 250 congregate meals and 330 frozen meals daily to seniors in Wyandotte County. These services have been provided under the Older American’s Act of 1965 since 1973.

In 2012 126,423 meals were delivered to 810 unduplicated homebound Wyandotte County seniors and 40,271 meals were served to 362 unduplicated participants at nine nutrition sites in Wyandotte County.

Article VI. Project Scope

Scope of Work

To provide hot home delivered meals to seniors throughout Wyandotte County. To provide hot meals at **nine (9)** congregate nutrition sites that are in operation throughout the County. To provide frozen home delivered meals. To provide vouchers for the CHAMPSS Program an option to the congregate meal program.

And to provide mail order meals for the purpose of availability of special meals to clients who have special diet needs. The purpose of the program is to promote better health through good nutrition to seniors sixty years of age and older. These service contracts may be awarded to multiple vendors.

Deliverables

ALL MEALS: The contractor/contractors will be required to provide the following deliverables for all programs, hot home delivered meals, congregate meals, frozen home delivered meals, shelf stables meals, and the Mail Order meal program.

Delivery of Meals:

- 1) This agreement(s) shall be effective as of October 1, 2025, and shall be in force with respect to meals delivered during the period commencing on the effective date. Either party may at any time during the life of the agreement or extension thereof terminate this agreement with respect to delivery of meals by giving ninety (90) days' notice in writing to the other party of its intentions to do so. All notices of termination to the project shall be addressed to by certified mail, at 849 North 47th Street, Suite C, Kansas City, KS 66102.
- 2) This contract(s) will be awarded for a period of twelve months, commencing October 1, 2025 and can be renewed for up to four additional years pending funding.
- 3) The company shall comply with all Federal, State, and Local laws and regulations governing the preparation, handling, and transportation of food. The company shall provide licenses, permits, and food handler's cards as are required by law, and shall display them prominently. The company shall comply with all wage and hour laws.
- 4) The contract shall include a "Hold Harmless" clause that the project and the company agree to cessation of the contract in case federal funds should cease.
- 5) The company shall have an aggressive Affirmative Action Plan and submit a copy of same with proposal and will be required to complete the Unified Government's Affirmative Action Questionnaire through the Department of Contract Compliance.
- 6) The project and the state agency shall have the right to inspect the food preparation and storage areas of the company. The company shall allow all Cities, County, and State authorities charged with duty of inspecting the facilities, access to the premises at all reasonable hours for the purpose of inspection.
- 7) The insurance coverage by the caterer shall include Comprehensive General Liability and Products Liability. Included in the policy is specific insurance against food poisoning. Should a lawsuit arise in any area concerning the food the company would defend the lawsuit. The project carries Liability and Product Liability insuring against accidents at the sites. Should a lawsuit arise concerning injury at the site the project would defend the lawsuit, unless the lawsuit arises from defects or conditions of the caterer's equipment and or specific requirements listed in the Request for Proposal.
- 8) At the times the bids are solicited each company shall submit copies of the two most recent inspection reports conducted by the Local Health Department if the kitchen is operational and the current food license.
- 9) The company shall employ an R.D. Nutritionist who is to preplan basic menus and attest to the nutritional analysis of each.
- 10) The company shall, at its expense, employ a quality control analyst, that will do the following.
 - a) Independent and random sampling of food at a project site.
 - b) The sampling shall contain plate count and coliform and date and time of collection temperature check.
 - c) Shall be completed quarterly and marked simultaneously to the Nutrition Coordinator and the company.
- 11) Project Administration staff and the nutrition staff as well as KDADS Staff shall have the right to inspect the preparation facilities at any time and to inspect all storage areas and purchasing records.
- 12) The following are menu certification criteria:
 - a) The menu must consider the special needs of older adults.
 - b) The menu must incorporate input solicited from older adults including their food preferences and food needs.
 - c) Menus must be planned in cycles of a four week minimum.
 - d) The contracted dietitian from the Area Agency on Aging must certify, in writing, that the menu meets computer nutrient analysis requirements.

- e) The meals must comply with the current Dietary Guidelines for Americans, 2010 Edition for the target population. For a detailed description of the Dietary Guidelines for Americans please visit <http://health.gov/dietaryguidelines/2010.asp>
- f) The meals must provide a minimum of the current recommended dietary allowance (RDA's), which are established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences. as follows:
 - i) 1/3 of the RDA is required when one meal a day is provided by the project.
- g) The menu planned utilizing computer nutrient analysis must meet the menu certification criteria. The nutrient analysis software must be reliable and contain a current database that has been customized to the nutrition service provider's food service operation.
 - i) The dietitian must also certify in writing documentation of the nutritional adequacy which includes the following:
 - ii) A target of 800 mg. of sodium per meal will be provided with the maximum of 1000 mg. of sodium provided on a weekly average per meal.
 - iii) A minimum of 625 calories per meal will be provided with the weekly target goal of 750-850 calories per meal based on a weekly average
 - iv) Thirty percent (30%) or less fat will be provided per meal based on a weekly average.
 - v) Special consideration must be given to tenderness of meat and size due to the Age of the program participants.
- 13) The AAA Director, Program Operations Manager, Registered Dietitian, and/or Nutrition staff shall have the authority to authorize variations and revisions in menus, based on recommendations from the project dietitian, project feedback, and menu acceptability. The caterer shall make menu changes upon the request from the above mentioned. The project dietitian must approve changes in menu prior to authorization by the Nutrition Coordinator or the Program Operations Manager. Any meals that have been damaged or thawed – or unacceptable for other reasons related to sanitation, safety, palatability, or general aesthetic appeal will be rejected.
- 14) The project and the state have the right to inspect the food to make sure it meets specifications. Complete manufacturer ingredients, listings for purchased food and recipes for prepared food shall be supplied to the project by the company upon request.
- 15) In the event the company fails to deliver any meal or meals or other food to the Project, as agreed upon, the project may procure a meal or meals or other food elsewhere, and charge the company the cost of replacement meals or other food, plus a reasonable expenses incurred by the project procuring such replacement meals or other food, or if the project fails to deliver an authorized meal (complete with all items listed on the certified menu) the project has the discretion to pay a reduced price for the meals.
- 16) The following items shall make up the cost of the meal: raw food, labor, paper other (specify). Please itemize these expenses.
- 17) If funding allows weekend meals, they shall meet the same specification and follow the same guidelines as the meals served on weekdays.
- 18) The company shall supply shelf stables (winter meal packs) when funding permits.

The winter pack shall consist of:

 - 5 entrée items in single-portion easy-open cans
 - 2 single serving envelopes of hot cereal
 -
 - 5 single serving cans of fruit or vegetable (peaches, green beans, raisins, etc.)
 - 5 dessert items (cookies, puddings, etc.)
 - 5 packages of cracker or bread items
 - 5 servings of dry milk, single serving, USDA-graded nonfat dry milk (8 Oz. when mixed)

Winter packs shall be packaged in sturdy containers.
- 19) The project reserves the right to review the company's food purchasing records while inspecting the invoices of the purveyors at company headquarters upon.

written request.

- 20) Pending availability of funding, vendor shall have the ability to provide special diet meals, including puree, mechanical soft, low sodium, and/or diabetic.
- 21) The project shall be billed monthly for meals served. The project shall pay for the services within a reasonable time after receipt of bill, subject to federal funds.
- 22) Quality assurance for the program shall be judged on criteria set below in article VII "Selection Process and Procedures."
- 23) Explain in detail the plan that is to be implemented to ensure a smooth transition and start-up operations. This will include, but not be limited to, procurement of delivery services, storage facility information, delivery vehicles.
- 24) Cancellations caused by weather shall be called into the company by 5am or earlier the morning of delivery and there will be no charge. If called between 5am and 6am there will be a fifty-cent charge per meal. After 6am the full price will be charged to the project. Negotiations will be made on whether the menu that was cancelled will be served the following day. The nutrition project will submit a weather cancellation procedure to the company on who will be calling, etc.
- 25) A sample menu shall be provided by the company.
- 26) The nutrition services must meet certain requirements of the Kansas Department on Aging and Disability Services. Attachment C is a copy of those requirements. (most have been included above.)

A. HOT HOME DELIVERED MEALS: The contractor will be required to provide the additional following deliverables for hot home delivered meals:

- 1) Explain in detail the plan that is to be implemented to ensure a smooth transition and start-up operations. This will include, but not be limited to, procurement of delivery services, storage facility information, delivery vehicles.
- 2) Prepare and cook certified meals at provider's kitchen site.
- 3) There shall be sufficient delivery vehicles, furnished by the provider, to deliver "hot" meals to client's home.
- 4) There shall be sufficient delivery vehicles, furnished by the provider, to ensure the "hot" food traveling to clients home maintains the **135 degrees or warmer temperature when delivered to client's home**.
- 5) The food equipment shall be provided by the company. All pans, lids, serving utensils, and food transporting equipment shall be provided by the company.
- 6) The following, Styrofoam and paper ware, condiments, such as salt and pepper, cream and sugar, etc. shall be included in the cost of the meal and shall be provided by the company. Plastic ware knives shall have serrated edges that can cut a solid piece of meat easily. The plastic ware spoons and forks shall be of a quality to prevent melting, bending or splintering with respect to their use and the size to insure ease of handling by the older population. All items must be approved prior to submitted bids.
- 7) The meals shall be packed in Dual Ovenable trays or a similar product that has been assembled and placed in insulated containers. All other items are to be placed in sacks. Milk is to be packed in ice daily.
- 8) The definite established food holding temperatures during transport and at time of serving will be 140 or above degrees for hot food and 40 degrees or below for cold. If food fails to meet the temperature requirements and is thus, not acceptable quality, it may be refused by the project and the company will provide replacement food. **A test meal will be delivered with each home delivered route for the purpose of testing temperature.**
- 9) Final preparation of food shall not occur more than three hours before being served.
- 10) Meals must be purchased on a reservation basis to range from 300-350 meals. The exact number will depend on reservations emailed by the Nutrition Coordinator and also the funding available.

- 11) Daily changes shall be made by the project notifying the company by 3:00 pm the previous day of additions or deletions for meal counts.
- 12) Should a disaster (fire, flood, or other acts of God) occur that is hazardous to participants, the reservation number can change without the usual 12-hour notice. The project will not be obligated to pay the total meal price. Project will reimburse caterer per following amount, 50 cents per meal.
- 13) The company shall participate in a menu committee meeting quarterly. At this time the committee will act on new menus and critique past menus. The cost if any will be at the company's expense.
 - The site of the menu meeting will be at one of the eight nutrition sites
 - The menu committee will be made up of the project's nutrition staff, congregate site volunteers and representatives, the Registered Dietitian, and the appropriate catering staff.
 - The initial menu will be planned by the caterer with the consultation from the caterer's registered/licensed dietitian.
 - Menus will be planned for a twenty-one day cycle for the home delivered program. Four menu cycles will be developed: summer, fall, winter, and spring. Separate holiday and birthday dinner menus will be planned and substituted in appropriate places.
 - The proposed menu will be sent to the nutrition office and a date for a menu meeting will be set up at one of the nutrition sites.
 - Following the menu meeting all suggestions and changes from the meeting will be forwarded to the caterer's dietitian for review.
 - The menu will then be forwarded to the project's contracted dietitian for final review and certification.
 - Computer analysis system will be used to assure the nutrient requirements are met.
 - Quarterly menus shall be supplied to the Nutrition Coordinator. Signed by the company's dietitian, no later than six weeks prior to the new cycle. The completed menu shall then be approved by the project registered dietitian not employed by the caterer. A copy of the menu will then be sent to the company with any changes the project's dietitian or the project's nutrition staff feel necessary.
- 14) The company shall, at its expense, employ a quality control analyst that will do the following:
 - Independent and random samplings of food at the project site.
 - The samplings shall contain plate count and coliform and date and time of collection temperature check.
 - Shall be completed quarterly and marked simultaneously to the Nutrition Coordinator and the company.
- 15) It shall be considered essential that the commissary be in the area of the participants due to the State delivery requirements.

B. CONGREGATE MEALS: The contractor will be required to provide the additional following deliverables for meals served at the eight congregate meals:

- 1) Explain in detail the plan that is to be implemented to ensure a smooth transition and startup operations. This shall include, but is not limited to, procurement of adequate fleet of vehicles and staff to meet delivery schedules and other pertinent information concerning the implementation of the agreement.
Prepare and cook certified meals at provider's kitchen site.
- 2) There shall be sufficient delivery vehicles, furnished by the provider, to deliver "congregate" meals to congregate meal sites.

- 3) There shall be sufficient delivery vehicles, furnished by the provider, to ensure the “hot” food traveling to congregate meal sites maintains the **135 degrees or warmer temperature when delivered to congregate meal sites.**
- 4) The food equipment shall be provided by the company. All pans, lids, serving utensils, and food transporting equipment shall be provided by the company.
- 5) The following: Styrofoam and paperware, condiments, such as salt and pepper, cream and sugar, coffee, tea, etc. shall be included in the cost of the meal and provided by the company. Dinner plates shall be 10 inches or larger of plastic or Styrofoam variety that is not easily pliable, is non-porous, sanitary and attractive, must separate easily and are divided into three compartments. Cups shall be of the Styrofoam quality, 8 ounces with lids (when required/ordered). Carry-outs shall be of Styrofoam quality and provided as needed for carry out meals. Plastic ware knives shall have serrated edges that can cut a solid piece of meat easily. The plastic ware spoons and forks shall be of a quality to prevent melting, bending or splintering with respect to their use and the size to insure ease of handling by the older population. All items must be approved prior to submitted bids.
- 6) The definite established food holding temperatures during transport and at time of serving will be 140 or above degrees for hot food and 40 degrees or below for cold. If food fails to meet the temperature requirements and is thus, not acceptable quality, it may be refused by the project and the company will provide replacement food. One additional serving of each menu item will be provided upon delivery to each nutrition site for the purpose of testing by the site manager.
- 7) Final preparation of food shall not occur more than three hours before being served.
- 8) Meals must be purchased on a reservation basis to range from 300-350 meals. The exact number will depend on reservations emailed in by the Nutrition Coordinator and also the funding available.
- 9) Daily changes shall be made by the project notifying the company by 3:00 pm the previous day of additions or deletions for meal counts.
- 10) Should a disaster (fire, flood, or other acts of God) occur that is hazardous to participants, the reservation number can change without the usual 12-hour notice. The project will not be obligated to pay the total meal price. Project will reimburse caterer per following amount, 50 cents per meal.
- 11) The company shall participate in a menu committee meeting quarterly. At this time the committee will act on new menus and critique past menus. The cost if any will be at the company’s expense.
 - a) The site of the menu meeting will be at one of the eight nutrition sites
 - b) The menu committee will be made up of the project’s nutrition staff, congregate site volunteers and representatives, the Registered Dietitian, and the appropriate catering staff.
 - c) The initial menu will be planned by the caterer with the consultation from the caterer’s registered/licensed dietitian.
 - d) Menus will be planned for a twenty-one day cycle for the home delivered program. Four menu cycles will be developed: summer, fall, winter, and spring. Separate holiday and birthday dinner menus will be planned and substituted in appropriate places.
 - e) The proposed menu will be sent to the nutrition office and a date for a menu meeting will be set up at one of the nutrition sites.
 - f) Following the menu meeting all suggestions and changes from the meeting will be forwarded to the caterer’s dietitian for review.
 - g) The menu will then be forwarded to the project’s contracted dietitian for final review and certification.
 - h) Computer analysis system will be used to assure the nutrient requirements are met.
 - i) Quarterly menus shall be supplied to the Nutrition Coordinator. Signed by the company’s dietitian, no later than six weeks prior to the new cycle. The completed menu shall then be approved by the project registered dietitian not employed by the caterer. A copy of the menu will then be sent to the company with any changes the project’s dietitian or the project’s nutrition staff feel necessary.
- 12) The company shall, at its expense, employ a quality control analyst that will do the following:
 - a) Independent and random samplings of food at the project site.

- a) The samplings shall contain plate count and coliform and date and time of collection temperature check.
- b) Shall be completed quarterly and marked simultaneously to the Nutrition Coordinator and the company.
- 13) The company shall, if requested, participate with the project in special volunteer recognition events.
- 14) The company shall send to each site, each day, a listing of the day's menu and serving portion of day's menus a receipt for food and supplies with the following included: date and time of delivery, name of site receiving delivery, signature of both person delivery and person receiving, specific food items or supplies listed, and temperature of food items shall also be sent daily.
- 15) The company shall be responsible for providing serving utensils, and for delivering appropriate sanitized utensils each day to the sites. The company shall take the utensils along with the pans and lids back to their location to be cleaned and sanitized for the following day.
- 16) The company shall provide steam tables, at least 4 compartments at each site and maintenance of same.
- 17) The company shall pick up items such as paperwork from congregate sites and forward through home delivery drivers to the transportation department. The company shall also deliver items brought to them by the Home Delivery drivers to appropriate sites.
- 18) The established congregate delivery schedule can be found in 6.03. All sites are open five days a week, Monday through Friday. It is anticipated the project shall serve ranging from 175 to 250 congregate meals per day by September 30, 2013. Provision for addition or cancellation of daily meal count can be made as follows: 10% change within 12 hours' notice. The project shall operate 248 days per year in 2014, 2015, 2016, 2017. Holidays will be designated by the Unified Government of Wyandotte County, Kansas City, Kansas, and notice of said holidays shall be posted and distributed by the 20th of December for the upcoming year.
- 19) It shall be considered essential that the commissary be in the area of the participants due to the State delivery requirements.
- 20) It shall be the responsibility of the company to deliver meals to the congregate sites at times specified by the project (see section 7.01). If enough food is not delivered, the company shall either deliver additional food or the project is authorized to purchase their needs on a reimbursement basis. The company shall replace food items deemed unfit for consumption. The company shall send a sample of each item on the menu for the person-in-charge to test for quality, taste, and proper cooking.
- 21) The project shall be billed monthly for supplies and for meals received. The project shall pay for services within a reasonable time after receipt of bill, subject to receipt of Federal Funds.
- 22) In the event that company fails to deliver any meal or meals or other food to the project, as agreed upon, the project may procure a meal or meals or other food elsewhere, and charge to the company the cost of replacement meals or other food, plus a reasonable expense incurred by the project procuring such replacement meal or meals or other food.
- 23) The company shall purchase, warehouse, and deliver sanitation supplies for the project at cost.
- 24) The project has the right to add or delete sites as necessary.
- 25) There shall be sufficient delivery vehicles to insure food traveling to the nutrition centers will not travel over one hour and will arrive no longer than two hours prior to serving.
- 26) An alternative meal (sack lunch) can be provided to the nutrition sites when activities are planned away from the facility at the time the meal would be served. Prior approval must be obtained from the Wyandotte County Office. The approved menu for the sack lunches is as follows:
 - a) Meat 3 Oz. (turkey or roast beef), or 2 oz. of meat and one oz. of cheese
 - b) ¼ cup shredded lettuce
 - c) ½ cup Cole slaw
 - d) ½ cup fruit, or fresh fruit

- e) 2 slices of bread or a bread item
- f) 8 oz. milk
- g) 4 vanilla wafers or an equivalent dessert, such as graham crackers, oatmeal cookies, etc.
- h) Individually packed condiments

Sack lunches should be kept at correct temperature while transporting.

D. FROZEN MEALS: The contractor will be required to provide the additional following deliverables for frozen meals served:

1. Meals must be purchased on a reservation basis to range from 300 to 400 meals (based on five per week). The exact number of meals will depend on funding, not yet established.
2. There shall be sufficient delivery vehicles, furnished by the provider, to deliver "frozen" meals to clients' home.
3. There shall be sufficient delivery vehicles, furnished by the provider, to ensure the "frozen" food traveling to clients home maintains the **41 degrees temperature when delivered to clients' homes.**
4. There shall be sufficient delivery vehicles, furnished by the provider, to ensure food traveling to the holding site maintains 41 degrees or cooler temperature.
5. The Project Administrative staff and Nutrition Dietitian shall have the right to inspect the holding site at any time and to inspect all purchasing and shipping records.
6. The company shall supply to the project administrative staff and other parties as delegated the menu cycle for each quarter of the fiscal year, no less than six (6) weeks prior to the beginning of the cycle. Also included will be the nutritional analysis for each meal to be served. Menus shall provide a variety of foods and nutrients for each week, the current cycle consists of a 5 (five) week rotation.
7. The company shall employ an R.D. Nutritionist who is to preplan basic menus and attest to the nutritional analysis of each.
8. The menus must meet the required minimum nutrition standards, meal patterns and menu form to be used until further notice.
9. Quarterly menus shall be supplied to the Nutrition Coordinator, signed by the company's registered dietitian no later than six (6) weeks prior to the start of the new cycle. The completed menu shall then be approved by the project registered dietitian not employed by the caterer.
10. All prepackaged frozen meals shall be prepared in a USDA inspected facility. All foods used in the prepackaged meals must be from approved sources (USDA inspected facilities), and must be thawed, cooked, stored and handled in accordance with all applicable local, state and federal laws, ordinances and regulations. Foods must be cooked appropriately and must not be allowed to stand at room temperature. Frozen vegetables must not be thawed unless necessary to allow proper portioning and preparation.
11. Microbiological records must be kept on each lot of meals produced and each meal must be date coded for freshness. These records shall be available at the request of the AAA Director, Nutrition Coordinator and/or contracted registered dietitian.
12. Dethermalization of meals from assembly temperature to 32 degrees or less must be achieved in no more than one hour. Recommended procedure is the "Spiral Blast" frozen procedure.
13. Individual meals are to be packed in airtight, dual oven (regular/microwave) containers, with supplemental food items individually portioned and wrapped in approved packaging. Five meals (or seven meals if funding allows) shall be packaged together in a sealed box and labeled with the ingredient statement including the USDA seal of approval. Each box is to contain a printed menu for daily consumption and easy to read instructions for heating. Food must be prepared so that when the tray is heated in the home oven or microwave for the allotted time and temperature, the food will be sanitary, palatable and ready to eat.

14. All labeling information must conform to USDA specifications. Ingredients must be clearly listed on the outside of all boxes/cases for the meal(s) contained inside. Each meal must be clearly and complete labeled, instructions and date of preparation.
15. Special consideration must be given to tenderness of meat and size of cut due to the age of program participants. All fresh or frozen meat, meat products, poultry or poultry products must be USDA inspected and conform to USDA specifications (i.e., meatloaf, Salisbury steak, meatballs, chicken); meats must contain only those ingredients listed on the label and must be unadulterated with no additional fillers, organ meats or other extraneous materials. No hermetically sealed food which has been processed in a place other than a USDA inspected commercial food processing establishment may be used. Dried meat or dried fish may be used only if it has been commercially processed at a Department of Interior approved processing plant. The vendor shall assume special responsibility for the condition, quality and safety of fresh or frozen fish, purchasing from vendors that submit to Department of Interior inspection; the odor must be fresh and mild, not stale, sour, strong or sharp with ammonia.
16. The company shall, at its expense, place on loan to the project a refrigerated delivery vehicle during the life of the contract. The vehicle shall be designed to maintain meal temperatures of 0 degrees or below. Vehicle specifications can be found in Section D, "Vehicle Requirements for Frozen meal.
17. The company shall, at its expense provide product storage in an approved cold storage warehouse in the Kansas City metro area. A minimum of one (1) week supply of inventory shall be available at all times.
18. Please include in your proposal the following:
 - a) A description of Caterer's delivery system, including temperature control vehicles, minimum handling standards, sanitation controls during delivery, minimum orders, order/delivery schedule, contingency plans regarding problems in delivery, policy regarding return of damaged or tainted product, and a plan to correct shortages is required.

All meals shall arrive at the assigned storage facility in a frozen state and must have been kept at 0 degrees or colder throughout the storage and delivery period. All meals must be appropriately boxed and palletized to achieve the most efficient cube consistent with standard palletized to procedures. Any meals that have been thawed or damaged – or unacceptable for other reasons related to sanitation, safety, palatability or general aesthetic appeal, will be rejected. Monthly deliveries should be calculated. Minimum order requirements shall be waived at six-month intervals to allow for necessary inventory adjustments (this applies particularly to long-distance common carrier deliveries).

- b). Delivery of meals to participants will be the responsibility of the AAA. Daily contact with the storage facility on the number of meals for the next day's delivery will be completed by a mutually agreed time between the facility and the nutrition section. Excess meals at the end of the day will be placed in a chest freezer, located at the Centralized Garage, provided by the sub-contractor. Inventory control is maintained by the staff of the AAA.
19. The project shall be billed monthly for meals served. The project shall pay for the services within a reasonable time after receipt of bill, subject to receipt of Federal Funds.
20. **Shelf stable meals (winter meal packs) shall meet the same specification and follow the same guidelines as the frozen meal.**
21. Textured Vegetable Protein (TVP) products meeting the following requirements may be used, at the option of the AAA/Nutrition Project, as a meat alternate in combination with meat to comply with the minimum requirement of one-third RDA of cooked lean meat as specified in the Field Service Manual. If TVP is used it must be so indicated on the menu. It shall be prepared and served in combination with ground or diced meat, poultry or fish. The maximum percentage of TVP allowed shall be determined by the AAA.

1. Bethel Neighborhood Center
14 S. 7th Street
Kansas City, Kansas 66101
2. Bonner Springs Senior Center
200 East 3rd Street
Bonner Springs, Kansas 66012
3. Victory Hills Baptist Church
2010 N. 66th Terrace
Kansas City, KS c66104
4. Vernon Multipurpose Center
3436 North 27th Street
Kansas City, Kansas 66104

E. Vehicle Requirements for Frozen Meals

The Unified Government preferred specifications for the vehicle would be as follows:

- Full size ¾ ton cab and chassis
- Diesel engine or V8 gasoline
- Automatic Transmission
- Oil Cooler
- Backup alarm
- Rear step bumper
- Air conditioning
- Power steering
- Power Brakes
- Mirrors 5x8 minimum
- Refrigerated box for food handling
- Refrigerated box to be 5-foot high x5'6"wide x 6'2" long
- Box must be attached to chassis of the vehicle (no chest type deep freezers)
- Refrigeration unit must run off of vehicle power source (reefer unit) no plug in 110-volt freezers
- Indicator lights in the cab to warn driver if refrigeration unit shuts down.
- Amber warning lights on rear of refrigerated box to warn other drivers that vehicle is stopped in roadway L.E.D.
- Vehicle is under factory warranty 36 months with unlimited mileage.

F. MAIL ORDERED DELIVERABLES: The contractor will be required to provide the additional following deliverables for mail ordered meals.

1. Meals must be purchased on a reservation basis by client (based on five per week) or the exact number of meals will depend on the need and funding, not yet established.
2. The provider needs to ensure food traveling to the client's home maintains 0 degree F.
3. The project administration staff has the right to inspect all purchasing and shipping records.
4. The company shall supply to the project administrative staff and other parties as delegated the menu cycle for each quarter of the fiscal year, no less than six (6) weeks prior to the beginning of

the cycle. Also included will be the nutritional analysis for each meal to be served. Menus shall provide a variety of foods and nutrients for each week, the current cycle consists of a 5 (five) week rotation.

5. The company shall employ an R.D. Nutritionist who is to preplan basic menus and attest to the nutritional analysis of each.
6. The menus must meet the required minimum nutrition standards, meal patterns and menu form to be used until further notice.
7. Quarterly menus shall be supplied to the Nutrition Coordinator, signed by the company's registered dietitian no later than six (6) weeks prior to the start of the new cycle. The completed menu shall then be approved by the project registered dietitian not employed by the caterer.
8. All prepackaged frozen meals shall be prepared in a USDA inspected facility. All foods used in the prepackaged meals must be from approved sources (USDA inspected facilities), and must be thawed, cooked, stored and handled in accordance with all applicable local, state and federal laws, ordinances and regulations. Foods must be cooked appropriately and must not be allowed to stand at room temperature. Frozen vegetables must not be thawed unless necessary to allow proper portioning and preparation.
9. Microbiological records must be kept on each lot of meals produced and each meal must be date coded for freshness. These records shall be available at the request of the AAA Director, Nutrition Coordinator and/or contracted registered dietitian.
10. Dethermalization of meals from assembly temperature to 32 degrees or less must be achieved in no more than one hour. Recommended procedure is the "Spiral Blast" frozen procedure.
11. Individual meals are to be packed in airtight, dual oven (regular/microwave) containers, with supplemental food items individually portioned and wrapped in approved packaging. Five meals (or seven meals if funding allows) shall be packaged together in a sealed box and labeled with the ingredient statement including the USDA seal of approval. Each box is to contain a printed menu for daily consumption and easy to read instructions for heating. Food must be prepared so that when the tray is heated in the home oven or microwave for the allotted time and temperature, the food will be sanitary, palatable and ready to eat.
12. All labeling information must conform to USDA specifications. Ingredients must be clearly listed on the outside of all boxes/cases for the meal(s) contained inside. Each meal must be clearly and completely labeled, instructions and date of preparation.
13. Special consideration must be given to tenderness of meat and size of cut due to the age of program participants. All fresh or frozen meat, meat products, poultry or poultry products must be USDA inspected and conform to USDA specifications (i.e., meatloaf, Salisbury steak, meatballs, chicken); meats must contain only those ingredients listed on the label and must be unadulterated with no additional fillers, organ meats or other extraneous materials. No hermetically sealed food which has been processed in a place other than a USDA inspected commercial food processing establishment may be used. Dried meat or dried fish may be used only if it has been commercially processed at a Department of Interior approved processing plant. The vendor shall assume special responsibility for the condition, quality and safety of fresh or frozen fish, purchasing from vendors that submit to Department of Interior inspection; the odor must be fresh and mild, not stale, sour, strong or sharp with ammonia.
14. Please include in your proposal the following:
 - a) A description of Caterer's delivery system, minimum handling standards, sanitation controls during delivery, minimum orders, order/delivery schedule, contingency plans regarding problems in delivery, policy regarding return of damaged or tainted product, and a plan to correct shortages is required.

All meals shall arrive at the client's home in a frozen state and must have been kept at 0 degrees or colder throughout the storage and delivery period. All meals must be appropriately boxed and palletized to achieve the most efficient cube consistent with standard palletized to procedures. Any meals that have been thawed or damaged – or unacceptable for other reasons related to

sanitation, safety, palatability or general aesthetic appeal, will be rejected. Monthly deliveries should be calculated.

- b). Delivery of meals to participants will be the responsibility of the provider.
- 15. The project shall be billed monthly for meals served. The project shall pay for the services within a reasonable time after receipt of the bill, subject to receipt of Federal Funds.
- 16. Textured Vegetable Protein (TVP) products meeting the following requirements may be used, at the option of the AAA/Nutrition Project, as a meat alternate in combination with meat to comply with the minimum requirement of one-third RDA of cooked lean meat as specified in the Field Service Manual. If TVP is used it must be so indicated on the menu. It shall be prepared and served in combination with ground or diced meat, poultry or fish. The maximum percentage of TVP allowed shall be determined by the AAA.
- 17. The number of meals purchased will be based on the number of clients requiring special nutritional needs.

Section 6.01 Work Schedule

The contract term and work schedule set out herein represent the Unified Government's best estimate of the schedule that will be followed. Schedule is negotiable.

Wyandotte/Leavenworth Area Agency on Aging Site Locations and Delivery Times.

	Locations	Delivery Time	Serving Time
WY-01	Victory Hills Baptist Church 2010 N. 66 th Terrace Kansas City, KS 66104 913-299-0555	9:15	10:30
WY-02	Bethel Neighborhood Center 14 S. 7th St Kansas City, Kansas 66101 Phone 371-8218	9:30	11:30
WY-03	Plaza Towers 1200 N 75th Place Kansas City, Kansas 66112 Phone: 299-4194	9:30	11:30
WY-4	Rosedale Towers 2314 West 39th St. Kansas City, Kansas 66103 Phone: 236-4459	9:00	10:30
WY-5	Vaughndale 420 Park Street Bonner Springs, Kansas 66012 Phone: 441-3816	10:30	11:15
WY-6	Vernon Multi-Purpose Center 3436 N 27th St Kansas City, Kansas 66104 Phone: 321-1220	10:00	11:00

WY-7	Westgate 6100 Leavenworth Rd. Kansas City, Kansas 66104 Phone: 299-1732	9:40	11:30
WY 8	Strangers Rest Baptist Church 2052 North 5 th Street Kansas City, Kansas 66101 Phone: 371-7237	9:15	11:30
WY 9	Turner Neighbor Center 667 South 55 th Street Kansas City, KS 66106 Phone: 913-944-9719		

Home Delivery First Pickup is at 8:45 a.m.

Frozen Meal Pickup is at 8:30 a.m.

Home Delivery Second Pickup at:
Route I – II – III is at 11-11:30 a.m.

Congregate meals for home delivery will pick up at specified locations agreed upon by the nutrition office and the company.

Article VII. Proposal Format

PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE.

Offeror **must** submit a complete copy of its response in the following format One (1) original and ten (10) copies along with a flash drive in .PDF format. Submittal materials must be received by the Unified Government prior to the closing date. Proposals are to be in either an enclosed envelop or a sealed box and labeled with the Proposal Number and name (see label below) If components of the response, such as spreadsheet, pictures, charts or diagrams require the functionality of a non-word processing application , they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

Any respondent that does not comply with these policies may be disqualified from the procurement.

ALL PROPOSALS MUST BE RECEIVED AND TIME STAMPED IN THE OFFICE OF THE UNITED CLERK, MUNICIPAL OFFICE BUILDING NO LATER THAN THE DATE AND TIME LISTED IN SECTION 1.10, PROJECT TIMETABLE, PG.10. LATE PROPOSALS WILL NOT BE CONSIDERED.

Proposal – RFP R40895 “Title III C – Congregate & Home Delivered Meals” (along with the name and address of the offeror)

2 Original, 10 Copies and 1 electronic copies on flash drives of your proposal and supplementary material should be submitted to:

**Office of the Unified Clerk, Municipal Office Building
701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

*It is the Offeror's responsibility to ensure **proposals** are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse **late** submissions. Offeror's shall be responsible for actual delivery of the proposal to the appropriate department identified in document.*

**Below is an example of the information required on your Proposal package.
You may use this as a label if you wish.**

Unified Government of Wyandotte County/Kansas City, KS
Attn: Unified Government Clerks Office
701 N. 7th Street, Room 323
Kansas City, Kansas 66101

REQUEST FOR PROPOSAL

Title III C – Congregate & Home Delivered Meals for the Area Agency on Aging

RFP R40895

OPENING DATE/TIME:
June 12, 2025 - 2:00 PM

Proposal Format and Content

The Unified Government discourages overly lengthy and costly proposals, however, in order for the Unified Government to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide all of the information requested.

Electronic Filing Requirements

If Offeror has not previously done so, you should register to do business with the Unified Government at: <https://purchasing.wycokck.org/eProcurement>. This is a requirement for participating in the Request for Proposals process. Please follow directions on the site and if you need assistance contact: Sharon Reed at 913.573.5440. We strongly recommend that you give yourself sufficient time and at least TWO (2) days before the response deadline to begin the uploading process and to finalize your submission.

A respondent **may** submit a complete copy of its response on the Unified Government's e-procurement site at the link above.

Article VIII. *Introduction*

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all of the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

Understanding of the Project

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Methodology Used for the Project

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the Unified Government's project schedule.

Management Plan for the Project

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the Unified Government's project schedule.

(b) Agency demonstrations of ability to provide service and has tenure in the community to provide “priority” needs 10 %

Proposals will be evaluated against the questions set out below.

1. How well does the contractor depict a logical approach to fulfilling the requirements of the RFP?

(c) Delivery Vehicle 15 %

Proposals will be evaluated against the questions set out below.

How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

1. How well is accountability completely and clearly defined?
2. Is the organization of the project team clear?
3. How well does the management plan illustrate the lines of authority and communication?
4. To what extent does the offeror already have the hardware, equipment, and licenses necessary to perform the contract?
5. Does it appear that the offeror can meet the schedule set out in the RFP?
6. Has the contractor offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
7. Is the proposal practical, feasible, and within budget?
8. How well have any potential problems been identified?
9. Is the proposal submitted responsive to all material requirements in the RFP?

(d) Experience and Qualifications 35 %

Proposals will be evaluated against the following;

- a. The company catering facilities – suitable for provision of services.
- b. Proximity of the company’s location to the project.
- c. Company’s consistent employment of Senior Citizens.
- d. Ability and equipped to handle emergency deliveries.
- e. Aggressive Affirmative Action Program.
- f. Provision of sufficient coffee and milk
- g. Company’s experience in the field of aging and nutrition.
- h. Qualification and capability of company’s personnel.
- i. Record of past performance
- j. Ability and willingness to coordinate and communicate with project.

Questions regarding the personnel.

1. Do the individuals assigned to the project have experience on similar projects?
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
3. How extensive is the applicable education and experience of the personnel designated to work on the project?
4. How knowledgeable are the offeror's personnel of the local area and how many individuals have worked in the area previously?

Questions regarding the firm:

1. How well has the firm demonstrated experience in completing similar projects on time and within budget?
2. How successful is the general history of the firm regarding timely and successful completion of projects?
3. Has the firm provided letters of reference from previous clients?
4. How reasonable are the firm's cost estimates?
5. If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

(e) Contract Cost 25 %

Overall, a minimum of % of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences set out below.

Converting Cost to Points

Procurement Officer Note: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

The lowest cost proposal will receive the maximum number of points allocated to cost.

Attachments

- Attachment A: Signature Page
- Attachment B: Debarment Form
- Attachment C: Intent to Self-Perform
- Attachment D: No Response Form

Attachment A - Signature Page

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

**RFP R40895
“Congregate & Home Delivered Meals”**

AUTHORIZED SIGNATURE

By submission of this response, the undersigned certifies that the respondent has the full authority to execute the services and to execute any resulting contract awarded as the result of, or since, the response;

- 1.0 it has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 it has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3.0 it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code; and,
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
- 5.0 it has the full authority of the Offeror to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

I hereby certify that the attached response has been prepared in compliance with the specifications and that the quotations are valid for a period of 90 days.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Federal Tax ID Number: _____



**Attachment B
DEPARTMENT OF PROCUREMENT & CONTRACT
COMPLIANCE**

**SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR
SUSPENSION**

This certification needs to be completed by all Unified Government Suppliers who are fulfilling a single procurement in excess of \$50,001. Please complete, sign, and submit the form to the Unified Government Procurement Department (address at the bottom):

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - a. The Offeror and/or any of its Principals:
 - i. _____ Are _____ Are not
Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - ii. _____ Have _____ Have not
Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract: violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - iii. _____ Are _____ Are not
Presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in section (1)(a)(ii) of this provision; and
 - iv. _____ Have _____ Have not
Within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

2. "Principals," for the purpose of this certification, means officer; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution.

3. The Offeror shall provide immediate written notice to the Procurement Department if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;

- 4. A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Unified Government Procurement Department may render the Offeror non-responsive;
- 5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
- 6. The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Unified Government Procurement Department may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

Name (typed)

Signature

Title

Date

Company

Project

For Office Use Only: Bid _____	RFQ _____	P.O. # _____
---------------------------------------	------------------	---------------------

**Attachment C
Intent to Self-Perform**

Affidavit of _____
(Name of Offeror)

I hereby certify that it is our intent to perform 100% of the work required for the

contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and the Offeror agrees to provide any additional information or documentation requested by the Unified Government in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Offeror to the commitments herein contained.

Sign _____

Date _____

NO RESPONSE FORM – Attachment D

If you choose not to submit a response, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

Buyer: Kelly Regan

Telephone: (913) 573-5447

Return by Fax: (913) 573-5444

Due Date: 6/12/2025

Number: R40895

Description:

Please check the appropriate response(s). We respectfully submit “No Response” for the following reason(s):

- 1. We cannot provide a service to meet the required specifications.
- 2. The closing date does not allow adequate time to prepare a response.
- 3. We have chosen not to do business with the Unified Government of Wyandotte County.
- 4. Other (comment below or provide your response on your business/firm letterhead).

Business/Firm Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____ Telephone No.: _____