



ADDENDUM # 02

DATED: 8/13/2026

RFP #R43123

In-Home Senior Services

The Purchasing Division must inform you of the following:

Attachment A is the revised RFP specifications to clarify errors in the original document.

Please sign and date this amendment and return it, along with your Bid.

NAME/BUSINESS: _____

ADDRESS: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: (_____) _____ EMAIL.: _____

ATTENTION OF: _____

TITLE: _____

Attachment A – Revised RFP

Department of Procurement and
Contract Compliance



REQUEST FOR PROPOSAL

RFP – R43123
For
“In Home Senior Services”

Article I. General Information.....	4
Section 1.01 Method of Source Selection.....	4
Section 1.02 Purpose.....	4
Section 1.03 Existing Environment	4
Section 1.04 Required Review	4
Section 1.05 Protests and Appeals	5
Section 1.06 Inquiries - Clarifications	5
Section 1.07 Amendments & Addenda.....	5
Section 1.08 Alternate Proposals	5
Section 1.09 Implied Requirements	6
Section 1.10 Project Timetable & Contract Term.....	6
Section 1.11 Location of Work	6
Section 1.12 Proposals and Presentation Costs.....	7
Section 1.13 Disclosure of Proposal Contents	7
Section 1.14 Cooperative Procurement.....	7
Section 1.15 Independent Contractor Relation	7
Section 1.16 Determination of Responsibility	8
Section 1.17 Evaluation	8
Section 1.18 Equal Treatment	8
Section 1.19 Award.....	8
Section 1.20 Notification of Award	8
Section 1.21 Right to Reject Proposals.....	9
Section 1.22 Mistakes in Proposals Discovered Prior to Award	10
Section 1.23 Mistakes in Proposals Discovered after Award	10
Section 1.24 Ownership of Reports, Drawings, Specifications, etc.....	10
Article II. Standard Proposal Information	10
Section 2.01 Authorized Signature	10
Section 2.02 Proposal Submittal	11
Section 2.03 Supplemental Terms and Conditions	11
Section 2.04 Discussions with Offerors	12
Section 2.05 Prior Experience.....	12
Section 2.06 Evaluation of Proposals.....	12
Section 2.07 F.O.B. Point	12
Section 2.08 Contract Negotiations.....	13
Section 2.09 Failure to Negotiate.....	13
Article III. Standard Contract Information	13
Section 3.01 Contract Type.....	13
Fixed Price Contracts	13
Section 3.02 Contract Approval.....	13
Section 3.03 Proposal as a Part of the Contract	14
Section 3.04 Additional Terms and Conditions	14
Section 3.05 Insurance Requirements	14
Section 3.06 Proposed Payment Procedures	15
Section 3.07 Informal Debriefing	16

Section 3.08	Contract Personnel	16
Section 3.09	Contract Changes - Unanticipated Amendments	16
Article IV. Required Contractual Terms and Conditions		16
18.	<u>Termination for Convenience.</u> 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.	20
19.	<u>Disputes.</u> 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.	21
20.	<u>Ownership of Materials.</u> 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
Section 4.01	SAM.gov Registration Requirement.....	22
Section 4.02	2 CFR 200	23
Article V. Background Information		25
Section 5.01	Background Information	25
Article VI. Project Scope.....		25
Section 6.01	Scope of Work.....	25
Section 6.02	Deliverables.....	25
Article VII. Proposal Format		36
<u>REQUEST FOR PROPOSAL</u>		37
<u>IN HOME SENIOR SERVICES</u>		37
RFP R43123		37
OPENING DATE/TIME:		37
Section 7.01	Proposal Format and Content.....	38
Section 7.02	Electronic Filing Requirements.....	38
Section 7.03	Introduction	38
Section 7.04	Understanding of the Project.....	38
Section 7.05	Methodology Used for the Project	38
Section 7.06	Management Plan for the Project.....	39
Section 7.07	Experience and Qualifications	39
Section 7.08	Cost Proposal	39
Article VIII. Evaluation and Selection		39
Section 8.01	Selection Criteria.....	40
(a)	Understanding of the Project 20%	40
(b)	Marketing, outreach and targeting while addressing quality control. -- 20 %	40
(c)	Agency demonstrations of ability to provide service and have tenure in the community to provide “priority” needs. -- 20 %.....	40
(d)	Experience and Qualifications -- 20 %	41
(e)	Contract Cost -- 20 %.....	41

Article IX. Attachments.....42

Article I. General Information

Section 1.01 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 (RPF) 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.

Section 1.02 Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas, Department of Wyandotte/Leavenworth Area Agency on Aging is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of providing in home services to the Elderly.

The Wyandotte/Leavenworth Area Agency on Aging (AAA), a unit of the Unified Government of Wyandotte County, Kansas City, Kansas, is seeking proposals to provide in-home services in support of its mission "to provide a wide range of services that help older adults maintain independence and dignity in their own homes, preventing premature institutionalization". AAA programs include the Senior Care Act and Older Americans Act.

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

Solicitations from qualified minority, and women owned businesses, and, firms are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. However, this encouragement does not infer preference, and all solicitations will be evaluated equally.

Section 1.03 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.

Section 1.04 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.

Section 1.05 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.

Section 1.06 Inquiries - Clarifications

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via fax or email at llwilt@wycokck.org, to the Office of Procurement and Contract Compliance ATTN: Laura Wilt 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.

Laura Wilt
913-573-5447 phone
913-573-5444 fax
llwilt@wycokck.org

Section 1.07 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.

Section 1.08 Alternate Proposals

Respondents may only submit one (1) proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

Section 1.09 Implied Requirements

By submission of the proposal, the Respondent 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.

Section 1.10 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.

Issue/Post RFP:	2:00 PM, August 3, 2026
Pre-Bid Conference at 4953 State Ave. KCKS 66102	10:00 AM – 11:00, August 11, 2026
Last day for Questions:	2:00 PM, September 4, 2026
Deadline for Answering Questions:	2:00 PM September 11, 2026
Proposals Due:	2:00 PM, September 30, 2026
UG Selection Committee Meet:	October 6, 2026
Interviews:	October 13, 2026
Notice of Award:	October 20, 2026
Contract Start:	January 1, 2027

The initial contract will be in effect from: January 1, 2027 through June 30, 2027 for SCA and Date of Signing the Agreement through September 30, 2027 for Older Americans Act. These contracts upon written determination by the Unified Government may be extended up to four additional years. (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.

Section 1.11 Location of Work

The location(s) the work is to be performed is at client's homes in Wyandotte and Leavenworth Counties.

Section 1.12 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.

Section 1.13 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.

Section 1.14 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.

Section 1.15 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.

Section 1.16 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.

Section 1.17 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.

Section 1.18 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.

Section 1.19 Award

The contract shall be awarded in whole or in part to the responsible offeror(s) 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

Section 1.20 Notification of Award

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

- 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**).

Section 1.21 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.

Section 1.22 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 submitting 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.

Section 1.23 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.

Section 1.24 Ownership of Reports, Drawings, Specifications, etc.

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, finding, 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

Section 2.01 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.

Section 2.02 Proposal Submittal

Respondent may submit a complete copy of its response on the Unified Government's e-procurement site at <https://purchasing.wycokck.org/eProcurement>. Alternatively, Respondent may submit one (1) copy of its complete response in Word format on a flash drive along with a hard copy submittal prior to the closing date. If components of the response, such as spreadsheets, pictures, charts, or diagrams require the functionality of a non-word-processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

For hard copy submittals, Respondent must submit one (1) original and five (5) copies of the proposal and supplementary materials to:

Unified Government of Wyandotte County/Kansas City, Kansas
Office of the Unified Government Clerk, Room 323
701 North Seventh Street
Kansas City, Kansas, 66101
Attention: Laura Wilt

ALL HARD COPY SUBMITTALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

Proposal – R43123, In Home Services for Area Agency on Aging (along with the name and address of the Respondent)

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

Any Respondent that does not comply with these requirements may be disqualified.

Section 2.03 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.

Section 2.04 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.

Section 2.05 Prior Experience

In order for their offers to be considered responsive, offerors must meet these minimum prior experience requirements:

At least two years of experience providing in home service to the aging population. The services include homemaking services, attendant care services, and medical alert services.

A offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

Section 2.06 Evaluation of Proposals

The proposals will be evaluated by an Evaluation Committee consisting of the procurement officer and at least three (3) Unified Government employees. Each member will independently review and rank each proposal based solely on the evaluation factors set out in Section Eight of this Request for Proposal.

While numerical scoring will be used as a tool to assist in the evaluation process, the final ranking of the proposals are reflected in the award decision, rather than relying solely on a calculated score.

Section 2.07 F.O.B. Point

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all the prices offered must include the delivery costs to any location within Wyandotte County, Kansas.

Section 2.08 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.

Section 2.09 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

Section 3.01 Contract Type

Fixed Price Contracts

The most common and easiest contract to administer is a firm fixed price contract. A fixed price contract is one which obligates the contractor to performance at a specified price.

This contract is a ***fixed price*** contract.

Section 3.02 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.

Section 3.03 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.

Section 3.04 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.

Section 3.05 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): "Request for Proposal R43123 In-Home Senior Services".
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.

Section 3.06 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. The Unified Government may choose to contract with a successful Respondent in one (1) of three (3) ways:

1. **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;

2. **Major Purchase Agreement**, wherein the Unified Government agrees to reimburse 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 Thirty Thousand Dollars (\$30,000); or
3. **Limited Purchase Agreement**, which is similar to the major purchase agreement but differs in that it applies to contracts under the amount of Thirty Thousand Dollars (\$30,000). It also refers to a reimbursement rather than a cash-up-front process.

Section 3.07 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.

Section 3.08 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.

Section 3.09 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 take action to ensure that applicants are employed, and that employees are treated during employment, 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.

Section 4.01 *SAM.gov Registration Requirement*

All Offerors/Contractors submitting proposals for federally funded contracts must maintain an **Active Registration** in the official federal **System for Award Management (SAM.gov)** before contract award and throughout the duration of the contract. Registration is free. Entities seeking federal awards receive a **Unique Entity ID (UEI)** through the registration process.

Official Registration Site

[SAM.gov Entity Registration](#)

WHEREAS, the Service Provider shall comply with federal laws if the Service Provider receives federal funds. These laws include the Older Americans Act, Subparts C and D of 45 CFR Part 1321, 2 CFR 200.318 to 200.327 and 2 CFR Part 300, 45 CFR Parts 160,162 and 164 regarding individually identifiable health information and protected health information, and all other applicable federal laws, rules or executive orders; and

WHEREAS, If an amendment, repeal or rescission of any law, rule, or regulation cited in Notification of Grant Award/Contract would change the responsibilities of the Agency, the Service Provider, or both the Agency and the Service Provider, then the Agency, the Service Provider or both the Agency and the Service Provider shall comply with the amendment, repeal, or rescission of the law, rule, or regulation even if the agreement is not updated before the amendment, repeal, or rescission takes effect; and

WHEREAS, the Service Provider shall comply

Section 4.02 2 CFR 200

2 CFR and 42 CFR Parts Pertaining to Senior Home Health

For senior home health services, the **primary federal regulations** are in **42 CFR Part 484 – Home Health Services**, which sets the standards for Medicare-certified home health agencies. This part is enforced by the Centers for Medicare & Medicaid Services (CMS) and applies to agencies that provide skilled nursing, therapy, and other services to Medicare patients at home.

Key 42 CFR Part 484 Provisions for Senior Home Health

- **Subpart A – General Provisions (§§ 484.1–484.2):** Scope and definitions.
- **Subpart B – Patient Care (§§ 484.40–484.80):**
 - **Patient rights (§ 484.50)**
 - **Comprehensive assessment (§ 484.55)**
 - **Care planning, coordination, and quality of care (§ 484.60)**
 - **Quality assessment & performance improvement (QAPI) (§ 484.65)**
 - **Infection prevention & control (§ 484.70)**
 - **Skilled professional services (§ 484.75)**
 - **Home health aide services (§ 484.80)**
 - **OASIS data reporting (§ 484.45, 484.250)**
- **Subpart C – Organizational Environment (§§ 484.100–484.115):**
 - **Compliance with laws and regulations (§ 484.100)**
 - **Emergency preparedness (§ 484.102)**
 - **Personnel qualifications (§ 484.115)**
 - **Clinical records (§ 484.110)**

- **Subpart E – Prospective Payment System** (§§ 484.200–484.265): Payment methodology, OASIS data use, and quality reporting.
- **Subpart F – Value-Based Purchasing (HHVBP)** (§§ 484.300–484.375): Performance measures and public reporting.

These provisions ensure that senior home health agencies meet federal standards for patient care, safety, quality, and payment.

2 CFR Part 2 – HIPAA Privacy and Security Rules

While **2 CFR Part 2** is not specific to home health, it governs the **Privacy and Security Rules** for covered entities, including home health agencies that are HIPAA-covered. Key areas include:

- **Confidentiality of Protected Health Information (PHI)** – limits on use and disclosure of patient data.
- **Minimum necessary use and disclosure** – only the minimum necessary information should be used or disclosed.
- **Business associate agreements** – for contractors handling PHI.
- **Security measures** – for electronic PHI (ePHI) and physical safeguards.
- **Breach notification** – required reporting of breaches to HHS and affected individuals.

For senior home health, **2 CFR Part 2** applies to any agency that electronically handles PHI, including patient records, billing data, and OASIS information.

Practical Takeaway

- **42 CFR Part 484** is the core regulatory framework for Medicare-certified home health agencies, covering patient care, quality, and payment.
- **2 CFR Part 2** governs HIPAA privacy and security requirements, which are relevant for any home health agency handling protected health information.

If you are a senior home health agency, you must comply with **both** sets of regulations: the **484 standards** for Medicare certification and the **2 Part 2 rules** for HIPAA compliance. [eCFR+1](#)

Article V. Background Information

Section 5.01 Background Information

The Wyandotte/Leavenworth Area Agency on Aging (AAA), has been providing in home services for Wyandotte and Leavenworth County residents, 60 years or older, through federally funded grants funded by the Older American's Act of 1965 since 1973 and the state funded Senior Care Act Program. The program targets seniors 60 years of age and older with the greatest economic and/or social needs with particular attention to low-income minorities.

The mission of the AAA is to empower older citizens, to ensure their dignity and respect by allowing them to make choices for themselves with a primary focus on supporting residential choice and avoidance of premature institutionalization.

Article VI. Project Scope

Section 6.01 Scope of Work

The overall objective(s) of this proposal is to obtain in home services for seniors of Wyandotte and Leavenworth Counties.

In-home services will include homemaker, attendant care, respite care, and medical alert services for residents in Wyandotte and Leavenworth Counties who meet program eligibility. Respondents may submit proposals for any one or more of these services.

Providers must be appropriately licensed in the State of Kansas and have staff that are trained and qualified to provide the proposed service(s). Approximately 200-250 individuals will be served as a result of this bid. Note: No provider will be guaranteed a caseload due to customer choice.

The goal of this project is to ***provide quality care for the elderly and their caregivers.***

Section 6.02 Deliverables

The contractor will be required to provide the following deliverables:

6.02.1 Geographic Areas:

Providers will commit to providing services in either urban, rural or both areas of Wyandotte County and/or Leavenworth County, Kansas. The rural areas include, but are not limited to, Bonner Springs, Edwardsville, Tonganoxie, Easton, Basehor, and Linwood, Kansas, and other areas as agreed upon between the provider and the AAA. The AAA shall determine which area a client will receive service based on where the client is residing at the time of service delivery.

6.02.2 Hours/Days of Service:

Services will be provided Monday through Friday, 8:00 a.m. – 5:00 p.m. or at any time or day as deemed appropriate by both provider and client.

6.02.3 Description of Services:

6.02.3.1 Homemaker Services (SCA & OAAIIB & OAAIIIE)

Homemaker services will provide assistance with light housekeeping that are required to maintain a home, specifically the upkeep and cleanliness of the home. Client shall provide cleaning supplies. Such services can be provided with Older American Act (OAA) funds (IIB and IIIE funds) and Senior Care Act (SCA) Funds.

Homemaker duties will include:

- Dusting, vacuuming, sweeping, mopping floors
- Bagging and taking out trash
- Washing dishes, cleaning out refrigerator
- Cleaning counter tops and exterior surface of large appliances
- Laundry, changing bed linens
- Cleaning toilets, tubs, showers and mirrors
- Meal preparation
- Shopping trips for basic needs (including groceries and household items, but excluding alcohol or tobacco products due to health hazards and liability issues)
Shopping will include:
 - Receiving a list of needed items from the client
 - Communicating to clarify special needs
 - Arranging for an effective method of payment for items purchased
 - Traveling to a nearby store (grocery, pharmacy, etc.) and picking up the requested items purchased
 - Returning items purchased to the client's residence with receipt and change
 - Checking the list with the client and putting away items, as needed.

Specific services applicable to each client will be designated on the Customer Service Worksheet (CSW). In no instance shall pet care, making household/appliance repairs or administering prescribed medications or personal care be done by homemakers. Homemakers also will not be involved in any way with the client's financial matters with the exception of handling money for shopping trips.

Services will be for two (2) or more hours per visit. The number of visits per month will be based on client need as approved by the AAA. Service shall be reported in units in which one (1) hour equals one (1) unit.

6.02.3.2 Attendant Care Services

Attendant care services will provide assistance with bathing, dressing, personal appearance, feeding, and toileting and medication reminders. When policy requires, these services may be provided under the direction of a licensed health professional. Such services can be provided with Older Americans Act Funds (IIB) and (IIIE) and Senior Care Act Funds.

Attendant Care duties will include:

- Brushing, combing and shampooing of hair
- Cleaning fingernails and toenails (except diabetic clients)
- Giving assistance to and from bed, bath or toilet to a wheelchair, walker or chair
- Assist with bathing, dressing, transferring, and toileting as needed
- Clean-up of bath area
- Assisting with ordinary self-administered medications
- Assisting the client with eating

Specific services applicable to each client will be designated on the Customer Service Worksheet (CSW). In no instance shall pet care, making household/appliance repairs be done by attendant care providers, or administering prescribed medications. Attendant care workers shall not be involved in any of the client's financial matters.

Attendant Care services will be for one (1) or more hours per visit. The number of visits per week will be based on client need as approved by the AAA. Service will be reported in units in which one (1) hour equals one (1) unit.

6.02.3.3 Respite Services

This service provides temporary relief for primary caregiver of customers. This service may be provided for varied periods of time in a location agreed to by the customer, caregiver, and case manager. It can be in the form of in-home respite or institutional respite for an overnight stay on intermittent basis. This service is intended to assist caregiver recipient with instrumental/activities of daily living. This service is limited to seven (7) consecutive days or less per occasion (cannot be provided for more than seven & consecutive days.)

6.02.3.4 Personal Emergency Response Service

To provide assistance and reassurance to homebound 60 plus residents of Wyandotte County and Leavenworth County by providing a link to medical assistance, enabling them to live independently and thus avoiding or delaying costly nursing home services. This is an electronic device which uses portable pendants worn by the customer to provide 24 hours on-call support during any critical emergencies. Services are limited to SCA program only.

Services to be provided:

- Trained provider staff to provide a link to 24-hour assistance.
- Contact will be made to each subscriber when he/she activates the call device within 45 seconds.
- A monthly equipment check will be done on all units.
- Installation and maintenance of equipment and monthly test calls, will be made by provider.
- Installations will be completed within six working days of referral for new customers.

6.02.4 Eligibility for Service

Program eligibility will be determined by the AAA and will follow state policies governing both SCA and OAA programs.

6.02.5 Discharging Clients

Notification Prior to Termination of Services

If services are to be terminated by the case manager/provider, written notice of termination shall be sent to the client and provider by the case manager. The notice shall be served by delivering a copy of the notice to the client by mailing a copy of the notice to the client at the client's last known address. The notice shall be served by the AAA or provider by secure encrypted email service. Notice shall be served at least ten (10) calendar days prior to the effective date of the termination, except in cases involving Level II Safety Offenses. The notice shall include the reasons for and the effective date of termination.

6.02.6 Reasons for Discharge

Services provided shall be terminated by the case manager/provider:

- If the client is institutionalized
- If the client is no longer in need of service due to the provision of alternative services or improvement to the point of ability to perform activities of daily living or instrumental activities of daily living
- Upon the death of the client
- If the client, the client's family or both, substantially interfere with the provider's ability to deliver services, including refusing service and interfering with the completion of work
- If a possibility exists of the customer physically harming the worker or where violence has been previously noted
- If the client or a member of the client's family makes sexual advances, demonstrates sexually inappropriate behavior, uses sexually inappropriate language in the presence of staff, or any combination of such actions.
- Other- as deemed necessary according to the KDADS Field Service Manual.

6.02.7 Appeals and Audits

Appeals and Audits shall be conducted per the following KDADS procedures:

6.02.7.1 Notice of Action including Notice of Appeal:

Rights: Unless otherwise provided for by regulation, appeals of any action proposed or taken by the provider (including any of its employees) shall be carried out pursuant to K.A.R. 26-4-1 *et seq.* The provider shall give persons or entities (including customers) directly affected by any provider action timely notice of action pursuant to K.A.R. 26-4-1 and in the notice of action shall include notice of the right to appeal the action.

6.02.7.2 Internal Review: State's Corrective Action:

The AAA shall provide an internal appeal or review process to hear and consider claims, complaints, or disputes involving actions by providers. Upon the filing of an appeal, the State shall internally review the action to determine whether or not the action proposed or taken was

correct and appropriate and whether or not the action should be defended through the appeal. The State shall have the authority and discretion, at any point during the appeal process, to determine the action proposed or taken was incorrect or inappropriate and to take any corrective action directed by the State which the State, after considering the issues involved in any appeal, deems necessary. Nothing in this subsection shall affect the provider's right to appeal the corrective action directed by the State.

6.02.7.3 Roles During Appeal Process: State's Handling of Appeals; Provider Assistance:

The State and the provider whose action is being appealed shall have separate roles during the appeals process. The State shall be responsible for presenting the case in defense of the action being appealed and the provider shall be responsible for assisting the State, by supplying the State with the testimony and documentation, which State deems necessary to defend the appeal. The Provider shall provide the State, with access to witnesses under its control and to documents (and copies of documents) in its control or possession to prepare for and defend the appeal. The Provider shall require fact or expert witnesses who are subject to Provider's control, to appear and testify at the appeal hearings.

6.02.7.4 Compliance with Final Orders or Decisions:

Subject to its own appeal rights, the Provider shall be bound by and shall comply with the final order, decision, or judgment issued in any appeal by the presiding officer, a hearing panel, the Secretary of Aging and Disability Services, the Wyandotte County District Court, or the Kansas appellate Court with final jurisdiction in the same manner as if the Provider had appeared and defended the action which was appealed.

6.02.7.5 Appeals Beyond the Administrative Level:

To the extent permitted by law, the provider shall retain the right to appeal, pursuant to K.A.R. Article 26-4 and the Kansas Act for Judicial Review and Civil enforcement of Agency Actions (K.S.A. 77-601 *et seq.*), and final order or decision rendered at the administrative agency level which adversely affects the provider's interests and which the State decides not to appeal. The Provider shall be responsible for presenting its own case on appeal and the State shall be responsible for assisting the Provider by providing copies of documents, including a copy of the agency record for use at the District Court level, and, if the District Court orders additional discovery, by making employees available to testify as witnesses. The State has the right to take whatever action is necessary to protect its interests while the Provider makes its appeal.

6.02.7.6 Audits

The Provider will assist the AAA and/or State, in any audit or review of programs which might be performed by the Kansas Division of Legislative Post Audit, AAA or by any other State or Federal agency by making persons or entities, documents, and copies of documents subject to the Provider's control available for the auditors or their representatives.

6.02.8 Administration

6.02.8.1 Initiation of Service

The Provider will plan and implement the service after receiving a client Notice of Action (NOA), and Plan of Care (POC) from the AAA. The provider will inform the client and the AAA of the start date and proposed schedule of service within three (3) working days of the referral. Service will be established by the provider within seven (7) working days of receiving the NOA and POC referral for the service. Clients will be told at the time of admission that services will be decreased or terminated if circumstances change which alter their eligibility for services or funding levels are lowered.

6.02.8.2 Attendance at Meetings

The Provider will select a representative to attend quarterly provider meetings where applicable.

6.02.8.3 Policies and Procedures

The Provider will develop and implement written policies and procedures pertaining to the proposed program, including dealing with client grievances, reporting of elder abuse and neglect, complying with affirmative action requirements and recruiting, selecting and training staff.

6.02.9 Employee Qualifications

Provider will ensure that the persons whom it employs to perform services in client's homes are qualified under any applicable state and federal laws, regulations and Kansas Department on Aging policy to perform those services.

6.02.9.1 Criminal History of Employees Providing In-Home Services

Background Checks: Potential Employees

6.02.9.2 Questioning Applicants, Proposed individual Subcontractors, and Applicants with Subcontractor Organizations

Each AAA provider contracted to perform in home services shall question each applicant for employment about the applicant's criminal conviction (misdemeanor and felony) history.

6.02.9.3 Check Reference of Applicants

Each AAA provider shall question each individual who proposes to contract or sub grant with the AAA to perform in home services about the individual's criminal conviction (misdemeanor or felony).

Each potential employer shall consult its attorney or human resources specialist about proper questions to ask.

Each AAA provider performing in home services shall ask for and interview the personal and employment references of each applicant for employment.

6.02.9.4 Criminal Conviction History Affidavits from Applicants

Each AAA Provider shall ask for and obtain from each applicant for employment an affidavit or other sworn statement disclosing the applicant criminal conviction (misdemeanor and felony) history.

6.02.9.5 Additional Background Checks of Applicants and Proposed Subcontractors

Each Provider may perform any other additional investigation or check of the background of any individual who performs in-home services for the safety and security of its customers.

6.02.9.6 Background Checks:

Each provider shall ask for and obtain from each employee who is performing in home services and has less than five years continuous employment performing these services an affidavit or other sworn statement disclosing the employee's criminal conviction (misdemeanor and felony) history.

6.02.9.7 Criminal Conviction History Affidavits from Employee with Less than (5) years' In-Home Experience.

Each Provider shall ask for and obtain from each employee who is performing the in-home services and has less than five (5) years of continuous employment performing in-home services with the provider, an affidavit or other sworn statement disclosing the employee's criminal conviction (misdemeanor and felony) history.

6.02.9.8 Other Background Checks of Applicants and Proposed Subcontractors

Each provider may perform any other investigation or check of the background of an employee with less than five (5) consecutive years of employment performing in-home services with the provider when deemed necessary for the safety and security of its customers.

6.02.9.9 Documentation

The Provider is required to keep a copy of all criminal conviction history affidavits or other sworn statements and any documentation of interviews of personal and employment references and applicant interview questions and responses on file for a period of five (5) years after the last day on which in-home services were provided by the employee or individual subcontractor. Failure to maintain may result in a breach of contract.

6.02.10 Staff Training

During the course of the contract, each provider will spend a minimum of one hour on material which addresses any of the topics listed. The four hours of instruction may be covered in several sessions or in one longer session.

6.02.10.1 New Staff

Required topics for new staff include one (1) hour in each of the following items, plus an additional hour on a topic from the list for existing staff.

- Legal and proper behavior and conduct toward consumers, consumer's family members, and consumer's property.
- Training on homemaking skills.
- How to handle emergencies
- Recognizing facets of normal and abnormal aging

6.02.10.2 Existing Staff

Existing staff are required to spend a minimum of four (4) hours on training. Two (2) hours per topic, a minimum of two (2) topics are required. Training should include a minimum of two (2) topics as follows:

- Disabilities of the aging, including dementia
- How to reduce the chance of accidents in the consumer's home
- Confidentiality
- Good body mechanics to prevent injury
- Nutrition and the elderly, including special diets
- Dealing with depressions, loneliness and the grieving process
- Recognizing, documenting and reporting elder abuse
- Working with difficult consumers and families
- Multi-cultural issues
- Communication skills: listening and reporting
- How to interact with individuals with short-term memory loss
- Death and dying and dealing with the loss of a consumer
- Medications taken by the elderly; their effects and dangers
- Universal infection precautions/handling bodily fluids
- CPR training or updates
- Providers may request approval of other related topics

Each provider will be required to provide a short summary of how the topics will be covered, including training, with the following information:

- a. Subject
- b. Topics included
- c. Person providing the instruction
- d. Materials (including handouts, video, etc.) to be used
- e. A sign in sheet should also be available for those who attended.

6.02.11 Payroll/Personnel Records

The provider will maintain records to document all staff time charged to the program. An individual earnings record must be maintained for each employee involved in the program.

6.02.12 Reporting

6.02.12.1 Invoices/Billing

Invoices must be submitted by the 10th day of each month. (The 225 report with units of service provided to each customer should accompany the invoice.) Final invoices are due 30 days after the completion of the contract. Two months are allowed for supplemental (retroactive) billings.

6.02.12.2 Client Status Information

The provider will report the following changes in client status as they occur via secured encrypted email system on the 10th day of each month in order to assist the client to maintain health and independence and to plan for additional services:

- Address
- Condition
- Interrupted service (off schedule or temporarily stopped)
- Unmet needs (other services the client may need)

Information provided will include names, pertinent dates and explanation of any changes. Such information may be requested, and will be provided, more often as special conditions merit.

6.02.13 Service Complaints

6.02.13.1 Civil Rights Act, ADA, State & Local Regulations

Providers will comply with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act and appropriate state, local and county policies and regulations. Providers will inform clients of their right to file a grievance with the AAA if they believe their rights have been violated.

6.02.13.2 Applicable Laws and Regulation

Providers will operate in conformance with applicable federal, state and local laws, regulations, standards/policies including but not limited to fire, health, sanitation, safety and maintenance of a drug-free workplace.

6.02.13.3 Maintenance of Records

Providers will keep, maintain and provide access to personnel, fiscal and program records for a minimum of six (6) years following the expiration of the contract.

6.02.13.4 Annual Audit

Each provider of the Area Agency who receives KDADS and AAA contracts and grants totaling \$25,000, shall have an annual audit; the results of which shall be provided to AAA. This audit shall be performed in compliance with K.A.R. 26-2-9.

6.02.14 Insurance

If awarded a contract with the Unified Government Area Agency on Aging the contractor must submit an Insurance certificate with General Liability in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate and provide Workman's Compensation with Statutory Limits certificate. These certificates of insurance must list the Unified Government as an "Additional Insured".

Providers will ensure that the persons assigned to perform in-home services are bonded.

6.02.15 **Non-Discrimination Statement**

Providers will assure that, to the extent feasible, all public notices announcing or explaining services furnished with funds derived from contract containing the words, "In providing these services, no person shall be discriminated against on the basis of race, sex, color, national origin or physical handicap". In addition the Kansas hearing impaired relay phone number shall be printed.

6.02.16 **Acknowledgement of Funding Sources**

Providers will assure that all materials published in connection with this contract shall conspicuously acknowledge the support of all funding sources: "Programs are funded by Wyandotte/Leavenworth Area Agency on Aging through Older Americans Act and State funds through the Kansas Department on Aging and Disability Services and by individual participant fees or contributions."

6.02.17 **Confidentiality**

Providers will assure that no personal information obtained from an individual in conjunction with the contract will be disclosed to any unauthorized person or agency in a form in which it is identified with the individual without prior written consent of the individual concerned or the individual's representative.

6.02.18 **Code of Conduct**

Providers will maintain and implement a code or standard of conduct which shall govern the performance of its officers, employees or agents in providing service.

6.02.19 **Program Evaluation**

6.02.19.1 **Provider Assessment**

As a part of the annual assessment, the AAA will provide a written report and course of action to any program discrepancies reported in writing to the provider within thirty (30) days. Each provider will provide such written response and course of action within thirty days of receiving assessment reports.

6.02.19.2 Client Satisfaction Survey

Each provider will establish a system for an annual survey of clients receiving services to determine the client's level of satisfaction with the service, to solicit suggestions for improving the service and to determine any unmet needs which might assist the client in remaining independent.

6.02.20 THE UNIFIED GOVERNMENT AAA WILL PROVIDE:**6.02.20.1 Client Assessment/Plan of Care**

The AAA will assess each provider's performance annually. The AAA will visit the provider's office to review client service records, staff time/travel records and personnel records, office procedures, agency policies and procedures, budget and other documentation applicable to the service. The AAA will solicit client feedback regarding their observations of the quality, quantity and types of services provided. Providers will receive a written report following the assessment.

The AAA will assess new clients and reassess existing clients using a standard questionnaire known as the Uniform Assessment Instrument (UAI). Clients will be reassessed annually. The AAA will develop a plan of care indicating amount and type of services to be provided to the client, based on the assessment/reassessment. A copy of the plan of care will be kept on file with the AAA and in the client's home.

6.02.20.2 Assignment of Client to Provider

Clients determined by the AAA to be at high risk of institutionalization will be given first priority for services. The AAA will contact providers to assign clients. Providers that have available service may be given priority in client assignments.

6.02.20.3 Client Notification of Provider Assignment

The AAA will contact clients to inform them of the assignment of a provider and the amount of service they will receive.

6.02.20.4 Monitoring and Technical Assistance

The AAA will monitor program reports and invoices on a monthly basis and report any discrepancies to the provider. AAA staff will be available to provide technical assistance during work hours.

6.02.20.6 Focal Points

The following shall serve as focal points:

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
5. Vernon Multipurpose Center
3436 North 27th Street
Kansas City, Kansas 66104
6. Bethel AME Church
411 Kiowa Street
Leavenworth, Kansas 66048
7. West Haven Baptist Church
1000 West Street
Leavenworth, Kansas 66086

6.02.21.1 **The Provider will establish and administer a monthly system to bill and collect client fees and donations.**

6.02.21.2 **It will be the responsibility of the III B providers to contribute 10.53% of their unit cost as the required match on their federal dollars received.**

The attached proposal forms are to be completed and ten (10) copies returned in response to this RFP on or before the closing time listed. Late entries will not be accepted.

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 five (5) copies. 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 “R43123 In Home Senior Services ”

For hard copy submittals, Respondent must submit one (1) original and five (5) copies of the proposal and supplementary materials 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
IN HOME SENIOR SERVICES

RFP R43123

OPENING DATE/TIME:
SEPTEMBER 30, 2026 - 2:00 PM

Section 7.01 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.

Section 7.02 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: Laura Wilt at 913-573-5447. 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.

Section 7.03 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 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.

Section 7.04 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.

Section 7.05 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.

Section 7.06 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.

Section 7.07 Experience and Qualifications

Offeror must provide the following:

1. An organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, and designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.
2. A narrative description of the organization of the project team.
3. A personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:
 - a. Title
 - b. Resume,
 - c. Location(s) where work will be performed, and
 - d. Estimated itemized total cost and number of hours the person will work on the project.
4. Reference names and phone numbers for at least three (3) similar local government projects your firm has completed in the last three (3) years.

Section 7.08 Cost Proposal

Offeror's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Article VIII. Evaluation and Selection

The Unified Government will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked.

Section 8.01 Selection Criteria**(a) Understanding of the Project 20 pts**

Proposals will be evaluated against the questions set out below.

1. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the offeror identified pertinent issues and potential problems related to the project?
3. How well has the offeror demonstrated that it understands the deliverables the Unified Government expects it to provide?
4. How well has the offeror demonstrated that it understands the Unified Government's time schedule and can meet it?

(b) Marketing, outreach and targeting while addressing quality control. -- 20 pts

Proposals will be evaluated against the questions set out below.

1. How well does the agency depict a logical approach to fulfilling the marketing requirements of the RFP?
2. How well does the methodology interface with the time schedule in the RFP?

(c) Agency demonstrations of ability to provide service and have tenure in the community to provide “priority” needs. -- 20 pts

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 agency plan illustrate the service and communication to clients?
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 -- 20 pts

Proposals will be evaluated against the questions set out below.

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 -- 20 pts

Overall, a minimum of 20% 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

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

Article IX. Attachments

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,
KANSAS**

RFP – R43123

**In Home Services for Area Agency on Aging
“Senior Care Act (SCA) and Older Americans Act (OAA)”**

PROPOSAL FORM

AUTHORIZED SIGNATURE

By submission of this proposal, the undersigned certifies that:

- 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;
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition; and
- 5.0 it has the full authority of the Respondent 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 proposal 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:

Kansas City, State, Zip:

SSN or Federal ID Number:

Phone Number:

FAX Number:

E-mail:

**APPLICATION
THE AREA AGENCY ON AGING
SCA AND OAA SERVICES**

1) Title of Project:

2) Project Area:

Service:

3) Type of Application:

_____New _____Continuation _____Revision _____Supplement

**4) Project Director Name, Title, Department
and Address – Street, City, State, Zip Code:**

7) Grant Period:

From _____Through _____

8) Type of Organization:

_____Public Agency

_____Private Non-Profit Agency

Area Code/Phone Number: _____

**5) Applicant Agency (Name, Address, City,
State, Zip Code, & Phone Number)**

**9) Payee (Specify to whom checks should be sent-
Name, Title, Address, Phone Number)**

**6) Name, Title, Address, & Phone Number
Authorized to Sign for Applicant**

10) Total Cost _____

Title III – Funds _____

11) Terms and Conditions: It is understood and agreed by the undersigned that: 1) funds awarded as a result of this request are to be expended for the purpose set forth herein and in accordance with all applicable laws, regulations, policies, and procedures of this state and the Administration on Aging of the U. S. Department of Health and Human Services; 2) any proposed changes in the proposal approved will be submitted in writing by the applicant and upon

notification of approval by the Area Agency shall be deemed incorporated into and become part of this agreement; 3) attached Assurance of Compliance (Form AoA-441) with the Department of Health and Human Services Regulation issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4) funds awarded by the area agency may be terminate at any time for violations of any terms and requirements of this agreement.

12) Signature (*Person Named in Item 6*): _____

Signature _____