



**Title III-B Supportive Services  
INTERACTIVE GAME CONSOLE WITH PROJECTOR  
REQUEST FOR QUOTES (RFQ)**

FOR SERVICES FUNDED UNDER THE UNITED STATES ADMINISTRATION FOR COMMUNITY LIVING (ACL),  
ADMINISTRATION ON AGING (AOA), PURSUANT TO THE OLDER AMERICANS ACT OF 1965, AS AMENDED IN  
2020

Serving the Kentucky counties of Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer and Trimble

Submission Deadline: March 27, 2024, 12:00 p.m. (Eastern Time)

The mission of Kentuckiana Regional Planning and Development Agency (KIPDA) Area Agency on Aging and Independent Living (AAAIL) is to promote and ensure meaningful, timely, person-centered services are available for all older adults, caregivers, family members, grandparents, persons with disabilities and the general community to improve their health, safety, and overall well-being, and to provide leadership to the network serving persons who are aging or persons with disabilities through planning and coordination.

KIPDA AAAIL is issuing this RFQ on behalf of the Division of Social Services. KIPDA is the only entity authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this RFQ.

Applicants must submit a completed quote to the designated KIPDA Procurement portal:  
<https://kipda.bonfirehub.com/>. All responses must be received through this portal before the closing date and time, as identified in this request for quotes. **Bids submitted by hard copy, mail, e-mail, or facsimile will not be considered. Bids submitted after the established deadline will not be accepted.**

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# I. OVERVIEW OF INTERACTIVE GAME CONSOLES PROCUREMENT

Kentuckiana Regional Planning and Development Agency (KIPDA) has been designated the Area Agency on Aging and Independent Living (AAAIL) in accordance with Administration for Community Living (ACL), Administration on Aging (AOA), pursuant to the Older Americans Act of 1965 (amended 2020) and Regulations thereto. As the Area Agency on Aging and Independent Living, KIPDA is responsible for administering federal and state funded programs for the citizens of Kentucky in the counties of Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer, and Trimble. KIPDA supports a network of service providers whose mission is to provide services for older adults throughout the KIPDA region.

KIPDA is seeking proposals from vendors to provide interactive game consoles with projections capability to be installed in Senior Centers in the region. KIPDA anticipates the purchase of up to nine (9) interactive console systems.

Successful applicants will be expected to offer a high-quality service and carry out the services as represented in the proposal while meeting expected outcomes. KIPDA reserves the right to negotiate with eligible applicants regarding the scope of work, service area, budget, and special provisions. All applicants eligible for consideration and meeting specified standards for a successful proposal will be given equal opportunity for negotiation. KIPDA reserves the right to accept or reject any or all proposals meeting minimum requirements for consideration.

## A. RFQ Terminology

For the purposes of this RFQ, the following terms may be used interchangeably:

- Bidder, Proposer, Offeror, Contractor, Provider, Vendor, Applicant, or Second Party
- RFQ, Solicitation, or Procurement
- Bid, Proposal, Application, Quote or Offer

## B. Definitions and Acronyms

1. **AAAIL** means the Area Agency on Aging and Independent Living which resides within the ADD.
2. **ACL** means the Administration for Community Living.
3. **ADD** means the Area Development District pursuant to KRS 147A.050, also referred to as "Agency."
4. **ARPA** means the American Rescue Plan Act.

# II. SCOPE OF SERVICES

## A. Overview of Needs

The population of older adults continues to increase rapidly, and nearly three-quarters of us can expect to need assistance in order to age in place. One aspect of successful aging in place is for older adults to continue to engage in physical activities and social interactions. The use of interactive game consoles that project on a table, the floor, and/or a wall by older adults allows them to manipulate content with their hands or digital pen.

## Specifications

These specifications describe the requirements KIPDA will need to engage older adults with this technology.

1. Interactive Game Console Projector System that allows for flexible projection onto walls, floor, or tables.
2. System must be easy to operate with preloaded games and activities.
3. Must be set up as a mobile unit that can be easily and safely moved around the Senior Center.

Describe the proposed interactive projection system indicating how it meets the specifications. Bidders should include clear information on the

- Manufacturer
- Model
- Cost of delivery and setup
- Accessories
- Warranty coverage and any options for extended warranties
- Required software and subscriptions as well as options for additional software and/or subscriptions
- Image of the system with the mobile option
- Any and all exceptions to the technical specifications must be noted
- Delivery Schedule

## B. Minimum Requirements to Apply

Applicants may submit proposals for consideration of funding contingent upon meeting the following conditions:

- a. Financial Capability – Applicants must demonstrate financial solvency and be capable of supporting the programs and services described in the proposal. Applicants must have a financial management system established and capable of tracking revenue and expenditures by funding stream or program.
- b. Business Eligibility – Applicants must be registered and eligible to conduct business in Kentucky and with the Federal Government. Applicants must possess a Federal and State tax identification number. Applicants will be registered with the Secretary of State's Office if incorporated, possess a current 501(C)(3) certificate to conduct business as a not-for-profit organization, or shall possess a Business License issued by the Commonwealth of Kentucky. Applicants must have for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers compensation policy in effect. Additionally, applicants shall not be ineligible to conduct business with the Federal Government as presented on the Federal Debarment and Suspension list.
- c. Experience – The applicant is experienced in the delivery of interactive game consoles with projection capability in the KIPDA region. Evidence of this experience will be necessary through response in the proposal application. At least three years' experience is preferred.

### III. PRICING AND INVOICING

#### Billing and Payment

An original signed invoice detailing actual charges for the interactive projector with gaming system purchase and delivery shall be provided to KIPDA. Invoices shall include a summary of charges with the client name, quantity ordered, product name and amount due.

Invoices for payment shall be submitted electronically to KIPDA. Invoices must be submitted no later than thirty (30) calendar days after completion of the service period.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner. KIPDA will make payment after receipt of reimbursement of expenses from the Department of Aging and Independent Living (typically within 60 days).

The invoice must include at a minimum:

1. Vendor's name and address.
2. Contract number that invoice(s) are using for funding.
3. Clearly list dates of service (from and to). Example:  
Monthly Invoice: Dates of Service from: July 1, 20XX to: July 31, 20XX
4. Date of Invoice (date invoice is prepared).  
June's invoice should be prepared no later than August 15, 20XX.
5. Total amount due for the current billing cycle.
6. Cumulative total for all invoices to date.
7. Detailed description of services provided.

Invoices that do not contain the requirements above will be rejected and sent back to vendor for re-invoicing.

### IV. TIMELINE

KIPDA will attempt to adhere to the evaluation and decision schedule but reserves the right to modify timeframes if in the best interest of the Agency and satisfactory completion of the procurement process.

<b>March 18, 2024</b>	Request for Quotes released.
<b>March 22, 2024</b>	Applicant inquiry period concludes on March 22, 2024 by close of business. This period allows written contact with KIPDA for asking questions regarding the application and process. Questions must be submitted at <a href="https://kipda.bonfirehub.com/">https://kipda.bonfirehub.com/</a> .
<b>March 27, 2024</b>	Proposals must be submitted at <a href="https://kipda.bonfirehub.com/">https://kipda.bonfirehub.com/</a> by 12:00 Noon (Eastern Time).
<b>April 2024</b>	Evaluation Team reviews and scores proposals.

**April 2024** Funding Committee of Advisory Council meets.

**April 2024** KIPDA Board considers proposals.

Proposals must be submitted at <https://kipda.bonfirehub.com/> **no later than the scheduled deadline of 12:00 noon (Eastern Time), March 27, 2024**. All proposals will remain unopened until the deadline of submission has elapsed. The Executive Director of KIPDA, or designee, will open proposals.

**Proposals submitted after the established deadline will not be accepted.**

Upon completion of the opening, proposals will be reviewed for general responsiveness. Non-responsive proposals will not be reviewed with applicants notified in writing of non-responsiveness and non-review of proposal. Responsive proposals will be reviewed according to the established schedule and criteria with final consideration of proposals by the KIPDA Board of Directors.

## V. PROCUREMENT PROCESS AND REQUIREMENTS

### A. Rules of Procurement

To facilitate this procurement, various rules have been established. These are described in the following paragraphs. The Second Party (Applicant/Vendor) should review and comply with the General Conditions and Instructions for the inquiry period to ask questions and for submission of proposals. All communications regarding this RFQ must be through the Procurement Portal <https://kipda.bonfirehub.com>. KIPDA will respond to questions on a regular basis with the last responses to be sent within 24 hours of the inquiry period closing. **Check the Procurement Portal periodically for any updates. It is the applicant's responsibility to obtain copies of all information and forms.**

The procurement process will provide for the evaluation of proposals and selection of the winning proposal in accordance with KIPDA policies and applicable laws and regulations. KIPDA anticipates the selection of more than multiple organizations to serve in the capacity of these Services.

### B. Approach

The procurement process will provide for the evaluation of proposals and selection of the winning proposal in accordance with State law and regulations. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by State agencies. See 45 CFR 74.326-335; 45 CFR 74, Appendix II for Federal Guidelines for "Contract Provision for Non-Federal Entity Contracts under Federal Awards."

### C. Independent Price Determination

A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other bidding entity or with any competitor. In addition, the bidding entity is prohibited from making multiple proposals in a different form.

Organizations submitting proposals must include a certified statement via the Certification of Assurances document that the price was arrived at without any conflict of interest. Should a conflict of interest be

detected at any time during the contract, the contract shall be null and void and the Second Party (Provider) shall assume all costs of the project until such time that a new Second Party (Provider) is selected.

#### **D. No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the bidding organization or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, KIPDA shall have the right to reject the proposal or cancel the contract without liability.

#### **E. Cancellation of This Solicitation**

In accordance with KRS 45A.105 and KIPDA policies and procedures, this Request for Quotes may be canceled at any time and for any reason, or all bids or proposals rejected, if it is determined in writing that such action is in the best interest of KIPDA. Receipt of proposal materials by KIPDA or submission of a proposal to KIPDA confers no rights upon the Proposer nor obligates KIPDA in any manner.

#### **F. Cost of Preparing Proposal**

Costs for developing the proposals are solely the responsibility of the Offerors. KIPDA will provide no reimbursement for such costs.

#### **G. EEO Requirements**

The Kentucky EEO Act, KRS 45.560-45.640, applies to all State government projects with an estimated value exceeding \$500,000.00. The Second Party (Provider) shall comply with all terms and conditions of the Act. Organizations submitting proposals must include a certified statement via the Certification of Assurances document that it has complied with and adheres to the provisions of KRS 45.560 – 45.640.

#### **H. Waiver of Minor Irregularities**

KIPDA reserves the right to reject any offers and to waive informalities and minor irregularities in offers received providing such action is in the best interest of KIPDA. Where KIPDA may waive minor irregularities, such waiver shall in no way modify the RFQ requirements or excuse the bidding organization from full compliance with the RFQ specifications and other requirements if the bidding organization is awarded the contract.

#### **I. Clarifications of Proposal**

KIPDA reserves the right to request additional information as may reasonably be required for selection, and to reject any proposals for failure to provide additional information on a timely basis. KIPDA reserves the right to conduct discussions with any bidding organization who has submitted a proposal to determine the bidding organization's qualifications for further consideration. Discussions must not disclose any information derived from proposals submitted by other offerors.

## **J. Best and Final Offers**

KIPDA reserves the right at its discretion to request a Best and Final Offer (BAFO) for technical and/or cost proposals. Bidding organizations are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any Offeror will be allowed an opportunity to submit a Best and Final technical and/or cost offer.

## **K. Rules for Withdrawal of Proposals**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal addressed to the Director of Social Services using the KIPDA Procurement Portal at the site <https://kipda.bonfirehub.com>.

## **L. Disposition of Proposals**

All proposals become the property of KIPDA. The successful entities' proposals will be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the Director of Social Services.

## **M. Confidentiality of Contract Terms**

The Second Party (Provider) and KIPDA agree that all information communicated between them before the effective date of the Contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the Contract by all Parties, terms of the Contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

## **N. Prohibitions of Certain Conflicts of Interest**

In accordance with KRS 45A.340, the Second Party (Provider) represents and warrants, and KIPDA relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Second Party (Provider) further represents and warrants that in the performance of the contract, no person having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040 (4), the Second Party (Provider) agrees that it shall not knowingly allow any official or employee of KIPDA who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the company prior to the completion of the contract.

## **O. Sworn Statement Regarding Violations of Kentucky Revised Statutes**

Pursuant to KRS 45A.485, Second Party (Provider)s are required to reveal final determinations of violation of certain statutes incurred within the last five years and be in continuous compliance with those statutes during the contract. Where applicable, the Second Party (Provider) is required to complete and submit the Sworn Statement Regarding Violations of Kentucky Revised Statutes with the Technical Proposal.



## P. Open Records Law

Requests for bid/contract information shall comply with the Kentucky Open Records Act (KRS 61.870 to 61.884).

## Q. Deviations to Provisions of the Solicitation

The provisions appearing elsewhere in this Request for Quotes (RFQ) shall become a part of any resulting contract. Any deviations from the provisions of the RFQ must be specifically identified by the Second Party (Provider) in its proposal, which if successful, shall become a part of the Contract. Such deviations shall not be in conflict with the basic nature of the technical and cost requirements of this RFQ. Such deviations shall not be in conflict with the basic nature of the requirements of this RFQ. Deviations must be submitted as stated in this Solicitation. KIPDA reserves the right to reject any and/or all deviations in whole or in part.

## R. Second Party (Provider) Response and Public Inspection

The RFQ specifies the format, required information, and general content of proposals submitted in response to the RFQ. KIPDA will not disclose any portions of the proposals prior to contract award to anyone outside KIPDA, representatives of the agency for whose benefit the contract is proposed, representatives of the Federal Government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, KIPDA shall have the right to duplicate, use, or disclose all proposal data submitted by Second Party (Provider)s in response to this RFQ as a matter of public record.

Any and all documents submitted by a Second Party (Provider) in response to the RFQ shall be available for public inspection after contract award. No such documents shall be exempt from disclosure under the Kentucky Open Records Act regardless of the Second Party (Provider)'s designation of the information contained therein as proprietary, confidential, or otherwise. Therefore, KIPDA will not redact or withhold any documents submitted in response to the RFQ if a request to inspect these records is made.

KIPDA shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFQ. Selection or rejection of the proposal will not affect this right.

## S. Restrictions on Communications

The sole point of contact throughout the procurement process is <https://kipda.bonfirehub.com>. All communications (formerly done through regular mail, express mail, electronic mail, or fax), concerning this procurement must be submitted only in this format. From the issue date of this RFQ until a Second Party (Provider) is selected and the selection is announced, applicants are not allowed to communicate with any staff, Board or Advisory Council members concerning this RFQ.

**KIPDA reserves the right to reject the proposal response for any violation of above provision.**

## **VI. TERMS AND CONDITIONS OF THE CONTRACT**

### **A. Beginning of Work**

The contract is not effective and binding until approved by the Executive Director of KIPDA. The Second Party (Provider) shall not commence any billable work until a valid contract has been fully executed. The contract shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.

### **B. Changes and Modifications to the Contract**

No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Second Party and KIPDA and incorporated as a written amendment by KIPDA prior to the effective date of such modification or change. Modification may be subject to prior approval by the Cabinet for Health and Family Services. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the contract.

### **C. Changes in Scope**

KIPDA may, at any time by written order, make changes within the general scope of the contract. No changes in scope are to be conducted except at the approval of KIPDA through the process described in the previous section named Changes and Modifications to the Contract.

### **D. Notices**

Unless otherwise instructed, all notices, consents, and other communication required and/or permitted by the contract shall be in writing. After the award of the contract, all communication of a contractual or legal nature is to be in writing and sent to the Designated Authority assigned at the time of fully executing the contract.

### **E. Payment**

The fees and expenses relative to the performance of the services outlined in the Contract shall not exceed the amount as approved in the Contract. The services are to be performed during the term of the Contract. The Provider's invoice shall constitute an affirmation by the Second Party that the invoice truly and accurately represents work actually performed and expenses actually incurred. The Provider shall maintain supporting documents to substantiate invoices and shall furnish same if required. KIPDA will make payment after receipt of reimbursement of expenses from the Department of Aging and Independent Living (typically within 60 days).

### **F. Advertising Award**

The Vendor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by KIPDA.

### **G. No Required Use of Contract**

This contract does not guarantee any minimum use of services. KIPDA reserves the right to leave all, or any portion, of the contract unused and/or to establish other contracts for additional and/or related services.

### **H. Federal Funding Accountability and Transparency Act Compliance**

For agreements that include Federal funds, the Vendor shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-

252), including registration of a Data Universal Numbering System (DUNS) identifier number if the amount of Federal funds awarded to the Vendor is \$25,000 or more. Details on how to register and acquire a DUNS number are available at <http://fedgov.dnb.com/webform>, and are free for all entities required to register for grant awards under these provisions. The Vendor must disclose to CHFS the names of the top five executives and total compensation to each, if:

- a) More than 80% of the Vendor's annual gross revenues originate from the federal government (directly or indirectly through the state), and those revenues are greater than \$25,000,000 annually, and;
- b) Compensation information is not already available to the public (such as, through reporting to the SEC).

## I. CHFS Standard Terms and Conditions

The CHFS Standard Terms and Conditions shall be applicable to the solicitation and any contract awarded. Below are some notable terms and conditions for Applicants to be aware of for preparation of proposals. The full CHFS Standard Terms and Conditions are available by request through the KIPDA Procurement Portal (<https://kipda.bonfirehub.com>).

- **Authorized to do Business in Kentucky**

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

If a foreign entity, The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract.

Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

- **Force Majeure**

Neither Party shall be liable for public utility performance (e.g., Postal Service, Telephone, or Water Company) or for the consequence of public utility non-performance. Events or conditions beyond the reasonable control of the Parties, such as natural disasters, fires, floods, elements, transportation crashes, a pandemic requiring the issuance of a State of Emergency Declaration by the Governor of the Commonwealth of Kentucky, or utility failures shall not be construed as non-performance, nor shall reductions be applied as a result of such events, provided that KIPDA shall have the right to obtain the necessary services elsewhere in the event of such non-performance by the Contractor and the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Contractor shall cooperate and shall require that any Subcontractor cooperate with KIPDA in such event. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other, orally or in writing, as soon as possible of the existence of a force majeure event. In order to preserve this right as a defense each Party must inform the other in writing,

with confirmation of receipt, within twenty (20) business days of the existence of a force majeure event or otherwise waive this right as a defense.

- **Certification Regarding Drug-Free Workplace**

The Contractor hereby certifies that it will, or will continue to, provide a drug-free workplace in accordance with 2 CFR Part 182. The Contractor shall at a minimum:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited from The Contractor's workplace and specifying actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Contractor's policy of maintaining a drug-free workplace;
  - c. Available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violation.

- **Violation of Tax and Employment Laws:**

KRS 45A.485 requires the Contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

## J. Federal Requirements

If Federal funds are utilized, the Contractor is responsible for complying with all provisions of 2 CFR Part 200, Appendix II, regarding Contract provisions for non-federal entity Contracts under Federal award.

The full Federal Requirements that shall apply to this solicitation are available by request through the KIPDA Procurement Portal (<https://kipda.bonfirehub.com>).

## VII. SUBMISSION INSTRUCTIONS AND EVALUATION CRITERIA

### A. Proposal Submission

Each qualified Applicant shall submit only one (1) proposal. Alternate proposals shall not be accepted.

Applicants must submit a completed proposal electronically to <https://kipda.bonfirehub.com> after registering on this site. See additional information on the KIPDA Procurement Portal regarding uploading files and resources for help in using the portal. Files uploaded to the portal in support of the application must be clearly identified and labeled.

The following is a list of documents to be included in the completed proposal submitted to KIPDA for consideration.

- Organization Profile Form signed by an agent authorized to bind the vendor
- Bid with system specifications per the RFQ and prices
- Certification of Assurances and Compliance with General Provisions
- Certification of Current Cost or Pricing Data

KIPDA reserves the right to accept or reject any or all proposals and to obtain additional information from applicants to consider final recommendations for funding if this information is deemed necessary and will benefit the agency.

**Proposals submitted by hard copy, mail, e-mail, or facsimile, will not be accepted.**

**Proposals submitted after the established deadline will not be accepted.**

In accordance with Federal and State cost principles and financial management guidelines, all entities awarded public funds must ensure that costs presented are reasonable and can be supported with cost estimate information if necessary and must only be utilized for allowable costs. Applicants are to adhere to the provisions of 2 CFR, Part 200 - Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Further, the Department for Aging and Independent Living, in accordance with Cabinet policies, may further require limitations on certain types of costs or amounts.

### B. Evaluation Criteria

Submission	
<b>Contractor Requirements</b> Applicant response demonstrates an understanding of each area and explains how the requirement will be met and/or how the vendor will comply with the requirements of the RFQ.	35 pts Total
<b>Previous Experience/Past Performance</b> Applicant demonstrates a previous experience with similar scope and size of proposed services to be provided.	10 pts Total

<b>Price and Delivery</b> Best value and availability to deliver in timely manner	55 pts Total
<b>Total Points Possible for Proposal</b>	<b>100</b>

## VIII. PROTEST

Pursuant to KRS 45A.285, The Secretary of the Finance and Administration Cabinet, or his/her designee, shall have authority to determine protests and other controversies of actual or prospective parties in connection with the solicitation or selection for award of an Agreement or Contract.

Any actual or prospective party, who is aggrieved in connection with the solicitation or selection for award of an Agreement or Contract, may file protest with KIPDA in accordance with its grievance policies, with state level grievances to be conducted in accordance with KRS 13B. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

**Jarrett Haley**  
Executive Director  
Kentuckiana Regional Planning and Development Agency  
11520 Commonwealth Drive  
Louisville, KY 40299

KIPDA will follow its local resolution process and if satisfactory resolution to a grievance is not established at the local level, state level fair hearing procedures shall be followed. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

All disputes escalated to a State Level review or hearing will receive a decision by the Secretary of the Finance and Administration Cabinet and shall be final and conclusive.