



**HOMECARE SERVICES
STATE FUNDED MEALS
REQUEST FOR PROPOSALS (RFP)**

Procurement Period: FY 2025 – FY 2027

Fiscal Year	Period of Contracts
FY2025	July 1, 2024 – June 30, 2025
FY2026	July 1, 2025 – June 30, 2026
FY2027	July 1, 2026 – June 30, 2027

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

Or

FOR SERVICES FUNDED UNDER KENTUCKY STATE HOMECARE PROGRAM FUNDED THROUGH THE
KENTUCKY GENERAL ASSEMBLY
KRS 194A.050, 205.204(2)
910 KAR 1: 180

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

Submission Deadline: May 8, 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 RFP 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 RFP.

Applicants must submit a completed proposal 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 proposals. **Proposals submitted by hard copy, mail, email, or facsimile will not be considered. Proposals submitted after the established deadline will not be accepted.**

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I. OVERVIEW OF HOMECARE STATE FUNDED MEALS 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 organizations experienced and qualified to provide State Funded Meal services for the target population described under the Homecare program of KRS 205.204 and 910 KAR 1:180. The Older Americans Act at its inception appropriated funds to support communities in developing systems to serve older adults. KIPDA anticipates selecting one or more vendors to provide the necessary products and supplies that will help support the safety and welfare of the older adults served.

The procurement period within which services are to be performed is July 1, 2024 – June 30, 2027. Contracts will be issued on an annual basis. Continuation of subsequent contracts for services is contingent upon the availability of funding, satisfactory performance of services, compliance with the provisions of the awarded agreement and mutual agreement by both parties. KIPDA reserves the right to extend the procurement period as necessary to ensure the continuous delivery of services for older adults in its region. Additionally, KIPDA reserves the right to discontinue a contract with a successful applicant if it is determined that performance by the successful applicant is jeopardizing the quality or delivery of services. Funded organizations shall give priority to low-income and minority individuals, those with limited English proficiency, older individuals residing in rural areas, and those with the greatest social and economic need. Applicants must meet the minimum conditions to apply and complete the proposal in its entirety, with submission of the documents as requested.

Applicants will be required to support these programs with the following minimum match: Homecare state funded programs will require a minimum of **10%** match, and Title III-B Federal funds require a minimum **15%** match (In-Home Emergency Services). ***NOTE: The Homecare match rate may increase in future contract years, based on the state fund requirements.*** Match may be cash (agency non-federal resources) to support the cost of services or in-kind, which would be the value of donated space, volunteer time for services or other allowable, KIPDA approved, in-kind resources to support the cost of conducting business as described in this RFP.

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. RFP Terminology

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

- Proposer, Offeror, Contractor, Provider, Vendor, Applicant, or Second Party
- RFP, Solicitation, or Procurement
- Bid, Proposal, Application, or Offer
- Home Delivered Meal, State Funded Meal, or Homecare Meal

B. Definitions and Acronyms

1. **2 CFR, Part 200** means Uniform Office of Management and Budget Regulation, also known as the “Super Circular,” effective December 26, 2014, which combined the requirements of multiple cost principles, administrative and audit regulations for federally funded programs into one regulation, the requirements for which are to be implemented by non-profit organizations, institutions of Higher Education, and state and local governments.
2. **AAAIL** means the Area Agency on Aging and Independent Living which resides within the ADD.
3. **ACL** means the Administration for Community Living.
4. **ADD** means the Area Development District pursuant to KRS 147A.050, also referred to as “Agency.”
5. **ADL** means Activities of Daily Living.
6. **AOA** means Administration on Aging, now known as **ACL: Administration for Community Living**.
7. **Assessment** means the collection and evaluation of information about a person’s situation and functioning to determine the applicant or recipient service level and development of a plan of care utilizing a holistic, person-centered approach by a qualified independent care coordinator (ICC) in accordance with 910 KAR 1:170 Section 1(3).
8. **Case Management** means a process, coordinated by a case manager, for the linking of a client to appropriate, comprehensive, and timely home or community-based services as identified in the plan of care by planning, referring, monitoring, advocating and following the timeline of the assessment agency to obtain service level and development of the plan of care pursuant to 910 KAR 1:170 Section 1(5).
9. **Case Manager** means the individual employee responsible for case management including coordinating services and supports from all agencies involved in providing services required by the plan of care, ensuring that all service providers have a working knowledge of the plan of care and ensuring that services are delivered as required pursuant to 910 KAR 1:170 Section 1(7).
10. **DRI** means Dietary Reference Intakes.
11. **Disaster** means floods, tornadoes, earthquakes, droughts, extreme heat/cold, fires, chemical spill, power outages in excess of 10 hours, ice storm, severe thunderstorms, wind, hailstorms, contaminated water, pandemic flu, nuclear war, radioactive waste leaks, snowstorm, public health emergency, terrorist attacks, accidents, or explosions which result in the halt or temporary discontinuation of services.
12. **Emergency Meals** means meals furnished during inclement weather conditions, power failure, or any disaster that may cause isolation or create a special need pursuant to 910 KAR 1:190 Section 6.
13. **Home Delivered Meal** means a meal served to an eligible client or other eligible participant, at the client’s place of residence and consisting of a meal which (1) complies with the Dietary Guidelines

for Americans (HHS and USDA) and (2) provides a minimum of 1/3 of the dietary reference intakes (DRI). **A unit is one (1) meal.**

14. **Homecare Program** means a program that offers in-home support and services to individuals 60 years of age and over who have functional disabilities and are at risk of long-term institutional placement. Services include personal care, homemaker, home health aide, home delivered meals, home repair, chore, respite, escort, and assessment (core) as defined in 910 KAR 1:180 Section 1(11)(b).
15. **IADL** means Instrumental Activities of Daily Living.
16. **Nutrition Education** means a service or program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants and caregivers in a group or individual setting. **A unit is one (1) session per participant.**
17. **SAMS** means Social Assistance Management System, a Harmony product, currently used as the state data system.
18. **Third Party In-Kind Contributions** means the value of non-cash contributions (i.e., property or services) that benefit a federally assisted project or program and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award in accordance with 2 CFR 200.96.

II. SCOPE OF SERVICES

A. Overview of Homecare Program and Home Delivered Meals Services

The intent of the Homecare program is to prevent unnecessary institutionalization of functionally impaired older persons toward maintaining those eligible for services in the least restrictive environment, excluding residential facilities. Homecare is a program aimed at identifying and serving older Kentucky citizens who are either at risk of becoming institutionalized in a long-term care setting or who are currently in such a facility, with the intention of maintaining them in their home. A key element of Homecare is that a potential client is eligible for the program after an assessment by an Independent Care Coordinator, using a standardized instrument, being certified by the assessment agency, and being case managed by a qualified individual who has sole authority to order Homecare services. Another key element of the program is to offer eligible clients the opportunity to choose a provider from a network of providers of Homecare services. Through this procurement process, a network of eligible Homecare providers will be established. Eligible clients will select a provider from this network to deliver all Homecare services included in their plan of care. Each provider awarded a contract to deliver services will be responsible for making available all allowable services outlined in this proposal to be delivered through the provider entity directly or through a subcontract approved by KIPDA in advance of delivering services.

The target population eligible to receive Homecare services includes individuals who are 60 years of age or older; not eligible for same or similar services through Medicaid unless the individual is considered inappropriate for person-directed services; unable to access the Home and Community Based Waiver through a traditional provider, and meets one of the following criteria:

1. Functional limitations that require a sheltered environment with provision of social and health related services specific to activities of daily living and who has been determined impaired in at least:
 - a. Two (2) physical activities of daily living;
 - b. Three (3) instrumental activities of daily living; or
 - c. A combination of one (1) physical activity of daily living and two (2) instrumental activities of daily living.
2. Applicant has a stable medical condition requiring skilled health services along with services related to the activities of daily living requiring an institutional level of care; or
3. Currently residing in a skilled nursing facility, an intermediate care facility or a personal care facility and can be maintained at home if appropriate living arrangements and support systems can be established.

B. Service Delivery and Funding

KIPDA is seeking proposals from organizations capable of providing State Funded Meal services in the KIPDA region. KIPDA will select and contract with a meal provider for the delivery of this service. Entities selected to provide State Funded Meal services will not be responsible for this service but must communicate with

KIPDA Case Managers in the event a problem with the meal service occurs and the Homecare worker is made aware of the problem.

All meals provided for eligible KIPDA Homecare clients shall be delivered frozen, and on a schedule consistent with the client's care plan as ordered by KIPDA Case Managers.

Scope of Services

1. Provide frozen meals for the period July 1, 2024 – June 30, 2025, with the option for KIPDA to extend meal preparation and delivery services through June 30, 2027. A total of 34,900 State Funded Homecare meals were served in FY23. The number of meals each year may vary depending on the needs of clients, future expansion, and availability of funding.
2. KIPDA's State Funded Meals Program offers modified texture meals, lunch or breakfast meals, and shelf stable meals (for emergencies) to eligible clients based on the results of an assessment. Clients who are at exceptionally high nutritional risk may receive both breakfast and lunch meals. Vendors shall participate in offering pureed meals, shelf stable meals, lunch and breakfast meals during the procurement period.
 - a. KIPDA is implementing an expansion of the State Funded Meals program by offering vegetarian meals. KIPDA reserves the right to extend or discontinue this service in subsequent contracts in the period covered by this request for proposals contingent upon the availability of funding and satisfactory performance of services awarded.
 - b. KIPDA is implementing a beverage choice in the State Funded Meals program by offering (1) Calcium fortified juice and/or (2) Calcium fortified plant-based beverage for any client who cannot tolerate cow's milk.
3. Using the KIPDA provided Excel budget workbook, Applicant shall specify a unit price quote based on the definition of a unit. One unit is equal to one meal. A meal means a portion of food that provides the equivalent of one-third of the dietary reference intakes (DRI); and the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture. All meals require certification of the above standard by a Registered Dietitian licensed in the Commonwealth of Kentucky (RD/LD).
4. Provide one meal per day and an annual supply (usually 7) of emergency shelf-stable meals for each client as authorized and ordered by KIPDA case managers.
5. Implement a plan for nutrition education that shall include a minimum of one (1) session each month for the home delivered meal participant. Information provided should be derived from a reputable, professional source.
6. Manufacture and package meals in a food preparation facility that complies with state and local fire, health, sanitation, and safety regulations. Use a foodservice system that assures microbial safety, nutrient retention, and sensory qualities of the food products during preparation and delivery. Meals shall comply with the most recent guidelines of the U.S. Department of Agriculture (US Food Code). Note: products manufactured and packaged under USDA inspection are preferred.
7. Obtain comprehensive general liability insurance, which includes premises liability and product liability. Adequately insure all vehicles, equipment and facilities utilized in this program.
8. Appoint a contact person knowledgeable in program operations that shall be available to KIPDA for handling problems and answering questions that may arise. Employ adequate numbers of qualified staff to ensure satisfactory conduct of meals services. This includes qualified manager(s), professionals, kitchen/delivery staff, substitutes, subcontractors, and volunteers. Plan for the recruitment and retention of qualified staff.
9. Plan menus at least monthly and submit a copy to KIPDA. A registered and Kentucky licensed dietitian (RD/LD) shall certify, in writing, that menus meet the nutritional requirements through computer assisted nutrient analysis.

10. Package meals in containers that assure safe and high-quality meals capable of re-thermalization in the client's oven or microwave.
11. Distribute menus to KIPDA before services begin. Consult with KIPDA prior to implementation of menu cycle for input in planning the menu. Substitution shall be minimal and will require KIPDA approval.
12. Meals shall be complete, pre-plated, frozen, and packed in insulated carrying cases designed to hold 7 meals. A suggested menu for clients to follow must be included in each box. Deliver meals to client homes as ordered by KIPDA Homecare case managers or notify KIPDA for consideration of care plan changes if client care plan cannot be followed.
13. Deliver emergency meals periodically as ordered.
14. Delivery shall be provided in a sanitary manner to prevent outside contamination and hold food at appropriate temperatures. Delivery routes shall be established by the nutrition service provider to minimize nutrient loss and to facilitate temperature retention. Cold food shall be maintained at or below forty-one (41) degrees Fahrenheit, and ice may be used if the food containers are constructed to prevent water seepage into the food. Frozen meals shall be maintained in a frozen state during delivery. If the meal has thawed to the extent that ice crystals are not contained in the meal or the temperature is above forty (40) degrees Fahrenheit, the meal shall not be refrozen for later use. The meal shall be either:
 - a. Heated and consumed immediately; or
 - b. Discarded.
15. A meal shall be delivered only to an eligible person in the eligible person's home. The delivery driver shall leave the meal only if:
 - a. The delivery driver sees or hears the participant;
 - b. The delivery driver takes the meal to the door of a participant; or
 - c. The participant acknowledges the delivery through electronic means such as a video doorbell, or intercom.
16. Use equipment in the preparation and delivery of food that meets standards set by all applicable laws and regulations of the State Health Department.
17. Provide orientation and training for staff and volunteers working in the meal preparation and delivery program.
18. Monitor meal preparation to determine that food production standards are being met and safe temperatures are maintained through the entire food service operation. Make time and temperature records available, as requested, for monitoring purposes.
19. Report the number of units delivered into the designated electronic client data and reporting system. KIPDA requires the vendor to implement a system of client signature and safety check as delivery verification.
20. Services provided outside the terms of this agreement and specifications will not be the responsibility of KIPDA.
21. Plan for the transition of services. Program participants shall experience no interruption in services as a result of a change in provider.
22. Provide KIPDA Area Agency on Aging with statistical and other information necessary for State reporting requirements (number of meals and clients served, match, program income, etc.).
23. Employ an adequate number of qualified staff to ensure satisfactory delivery of the services.
24. Permit the staff of KIPDA Area Agency on Aging, the Department of Aging and Independent Living and federal representatives to monitor and inspect the operation.
25. Monitor quality of meals delivered to clients and report to KIPDA in required format and consistency to ensure quality and compliance.

C. Minimum Requirements to Apply

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

1. 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.
2. 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.
3. Experience – The applicant is experienced in the delivery of human service programs, in operating a senior programming site and able to provide evidence of sustainability in providing those services. At least three (3) years' experience is preferred.
4. Reporting and Computer Systems – Applicant possesses computer hardware and software that meets the minimum standards established by KIPDA for purposes of reporting and communicating electronically. Applicant can develop or currently has in place a reporting system to provide information regarding the units of service, number of KIPDA participants served, demographic data regarding those served, record of outcomes and time records for each service delivered. Applicant will utilize designated electronic client data and reporting system.
5. Match – Applicant must be able provide the minimum required match of 10% for the Homecare state funded program and 15% for Title III-B Federal Funds (In-Home Emergency Services) toward the overall cost of the program. **NOTE: The Homecare match rate may increase in future contract years, based on the state fund requirements.** Match can be either cash or in-kind third-party contribution.
6. Facilities – Applicant facilities where services are to be performed meet federal accessibility requirements and OSHA standards for safety and cleanliness.
7. Staffing – Staff are available to deliver the services as proposed, have completed a criminal records check with a clean record prior to hire, and are licensed or trained as necessary to complete the services to be delivered.

III. PRICING AND INVOICING

A. Vendor shall charge for the actual expenditures incurred while performing the activities of this contract, including but not limited to, direct personnel and operating costs, equipment, travel, training, registration/training fees and office supplies. All salaries and benefits shall be paid in amounts commensurate with the percentage of time the individual devotes to the ombudsman programs. A property control ledger shall be maintained by vendor throughout the calendar year and provided to KIPDA as specified in the contract.

B. The monthly invoice shall be itemized, submitted by the 10th of each month following the month of service and in a format specified by KIPDA. The invoice shall be accompanied by a report on the program activities in the invoiced month. Payment for the invoiced month is contingent upon provider successfully meeting performance standards established by KIPDA in the contract month, meeting the quality standards set forth in the contract for state funded meal services, and submission of an invoice complete with all required documentation. KIPDA may withhold payment until all required information is included in the submitted invoice and approved by KIPDA. KIPDA will provide an invoice template that will be required to be submitted by the provider. The invoice shall include reporting of activities by county and region. KIPDA will make payment after receipt of reimbursement of expenses from the Department of Aging and Independent Living (typically within 60 days).

C. Travel expenses directly relating to services provided under this contract are an allowable expense in accordance with CHFS and Finance Cabinet policies and regulations located at <http://finance.ky.gov/services/statewideacct/Pages/travel.aspx>. All out-of-state travel directly relating to program activities must be pre-approved by KIPDA and DAIL. All hotel or conference/seminar training expenses must receive prior approval by KIPDA and DAIL to be reimbursed through this contract.

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.

Provider shall submit monthly invoices. 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.

April 15, 2024	Request for Proposals released.
April 24, 2024	Applicant inquiry period concludes on April 24, 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 https://kipda.bonfirehub.com/ .
May 8, 2024	Proposals must be submitted at https://kipda.bonfirehub.com/ by 12:00 Noon (Eastern Time).
May 2024	Evaluation Team reviews and scores proposals.
June 2024	Funding Committee of Advisory Council meets.
June 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), May 8, 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. Applicants may submit written questions to KIPDA until April 24, 2024, by close of business. After the inquiry period has elapsed, subsequent questions will not be addressed by KIPDA management, staff, or council members. All communications regarding this RFP 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 State Funded Meal Services.

B. Approach

The Kentuckiana Regional Planning and Development Agency (KIPDA), in the exercise of its lawful duties, has determined that the services outlined in this proposal are necessary for the performance of the statutory and regulatory requirements of KIPDA. KIPDA has concluded that either state personnel are not available to perform these services, or it would not be feasible to utilize state personnel to perform these services. Additionally, a Second Party (Provider) is available and qualified to perform these services; and, for the before-stated reasons, the state agency desires to avail itself of the services of a Second Party (Provider).

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 CRF 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 Proposals 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 RFP requirements or excuse the bidding organization from full compliance with the RFP 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. KIPDA's Right to Use Proposal Ideas

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

N. 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.

O. 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.

P. 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.

Q. Open Records Law

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

R. Deviations to Provisions of the Solicitation

The provisions appearing elsewhere in this Request for Proposals (RFP) shall become a part of any resulting contract. Any deviations from the provisions of the RFP 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 RFP. Such deviations shall not be in conflict with the basic nature of the requirements of this RFP. 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.

S. Second Party (Provider) Response and Public Inspection

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. 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 RFP as a matter of public record.

Any and all documents submitted by a Second Party (Provider) in response to the RFP 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 RFP 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 RFP. Selection or rejection of the proposal will not affect this right.

T. 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 RFP 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 RFP.

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. Term of Contract and Renewal Options

This contract is to be effective July 1, 2024, and expire June 30, 2025. KIPDA reserves the right to renew this contract for up to two (2) additional two (2) year periods. Renewal shall be subject to prior approval from the Cabinet for Health and Family Services. KIPDA reserves the right to exercise any or all renewal options. KIPDA reserves the right to extend the contract for a period of less than the length of the above-referenced renewal period if such an extension is determined to be in the best interest of KIPDA.

C. 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 subjected 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.

D. 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 Modification to the Contract.

E. 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.

F. 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 the receipt of reimbursement of expenses from the Department of Aging and Independent Living (typically within 60 days).

G. Expenses

The Second Party (Provider/Vendor) shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of the contract.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Vendor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Vendor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by state government.

- a) **Invoicing for fee:** The Vendor's fee shall be original invoice(s) and shall be documented by the Vendor. The invoice(s) must detail the work performed and the time frame in which it was performed. The invoice must conform to the method described in the specifications of the contract.
- b) **Invoicing for travel expenses:** The Vendor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of the contract and if so, the Vendor must follow instructions described in the specifications of the contract. If travel expenses are allowed under the contract, either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and other miscellaneous expenses.
- c) **Invoicing for miscellaneous expenses:** The Vendor must follow instructions prescribed in the specifications of the contract. Allowable expenses shall be documented and submitted on an original invoice or certified copy.

H. 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.

I. 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.

J. 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).

K. 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.

- **CHFS Discrimination Prohibited in Service Provision (Because of Race, Religion, Color, National Origin, Sex, Disability, Age, Political Beliefs or Reprisal or Retaliation for prior Civil Rights Activity or other Federal, State, or Local Protected Class)**

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability,

age, political beliefs or reprisal or retaliation for prior civil rights activity or any other protected class identified in federal, state, or local laws. The Contractor agrees to comply with the provisions of the Kentucky Civil Rights Act, the Americans with Disabilities Act of 1990 as Amended (ADA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as applicable, and all other applicable federal, state, and local regulations relating to prohibiting discrimination.

2. The Contractor will take action to ensure that service applicants and recipients are given services in the same manner, based on eligibility, and are not based on membership in a protected class: denied aid, care, services, or other benefits provided under this Contract; subjected to segregation or different treatment in any matter related to receipt of assistance; restricted in any way in the enjoyment of any advantages or privileges enjoyed by others receiving similar services; given different treatment in determining eligibility; or meeting other requirements or conditions that must be met to receive benefits.

3. The Contractor agrees to post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause.

4. Program or service solicitations or advertisements placed by or on behalf of the Contractor will state that they will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

6. In compliance with the prohibition against Disability discrimination and in compliance with the implementing guidance for the Americans with Disabilities Act issued by the Department of Justice, the Contractor agrees to provide, free of charge, appropriate accommodations for applicants or recipients with disabilities, including auxiliary aids and services for persons with disabilities who require alternative means of communication.

7. In compliance with the prohibition against National Origin discrimination and, by extension discrimination based on Limited English Proficiency (LEP), the Contractor agrees to provide meaningful language assistance measures free of charge to program or service applicants or recipients with Limited English Proficiency. The language services shall:

A. Be consistent with the general guidance document issued by the Department of Justice, which sets forth the compliance standards recipients

of federal financial assistance must follow to ensure that LEP persons have meaningful access to the program's services and activities;

B. Have a method of identifying LEP individuals; and

C. Provide language assistance measures (e.g., oral interpretation and written translation services; training of staff; note to LEP persons of availability of language access assistance; monitoring compliance, etc.).

- **HIPAA Confidentiality Compliance**

The Contractor agrees to abide by the "HIPAA Privacy Rule," 45 CFR Parts 160 and 164 established under the Health Insurance Portability and Accountability Act, Public Law 104-191 (42 USC 1320d).

- **Protection of Personal Information Security and Breach Investigation Procedures and Practices Act**

When applicable, contractors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, KRS 61.932, KRS 61.933, and KRS 61.934, (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

The Contractor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the Contractor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the Contractor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the Contractor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the Contractor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The Contractor hereby agrees that the Commonwealth may withhold payment(s) owed to the Contractor for any violation of the Identity Theft Prevention Reporting Requirements.

The Contractor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Contractor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

See:

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

- **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.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:

The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

L. 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.

The proposal shall be submitted in two (2) parts: the technical proposal and the cost proposal. All submitted technical and cost proposals shall remain valid for a minimum of six (6) months after the RFP closing date. No cost information shall be provided in the technical portion.

Applicants must submit a completed proposal electronically to <https://kipda.bonfirehub.com> after registering on the site. See additional information on the KIPDA Procurement Portal below 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
- Technical Proposal
- Cost Proposal (Excel file AND Budget Narrative)
- Certification of Assurances and Compliance with General Provisions
- Prohibited Employee & Volunteer Activities Form
- Minimum Office Equipment and Software Requirements
- 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.

B. Technical Proposal

Applicants must complete a technical proposal that provides a detailed response to the technical requirements outlined in Section II: Scope of Services of this RFP. Each applicant is responsible for submitting all relevant, factual, and correct information with their offer to enable the evaluator to conduct a comprehensive, fair, and impartial evaluation of the proposal. The technical proposal shall demonstrate an understanding of each area and explain how the requirement/goal will be met and how the vendor will comply with the requirements of the RFP. Applicants are also to include information on previous experience in providing similar activities. **No cost information shall be in the technical proposal.**

Technical proposals shall be no longer than twenty (20) pages in length and provided as a PDF file uploaded to the KIPDA Procurement Portal.

C. Cost Proposal

Applicants must submit a cost proposal that is separate from the technical proposal. The cost proposal shall be in the format of an Excel workbook that incorporates line-item costs **and** budget narrative. The budget narrative provides an explanation of the individual line-item costs through description, purpose and amount necessary to support the cost of services.

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.

The following limitations apply and must be incorporated as applicants determine and present the proposed budget:

1. Travel for all staff will be limited to no more than the State mileage rate.
2. Food purchases for programs and services are unallowable with the Federal and State funds authorized through this procurement.
3. Only costs that are necessary, reasonable, and allocable to the specific programs included in this procurement will be considered. Costs that are determined to be unnecessary or reasonable will be eliminated or reduced at the discretion of KIPDA. The costs incorporated into the project budget must only include the proportionate share for staff or other operating costs related to the direct implementation of the stated project(s). Costs that are associated with the overall operation of the applicant entity or not related to the specific programs or services bid must not be incorporated into the project budget or proposal.

D. Important Bonfire Notes

- Logging in and/or uploading your file(s) does not mean your response is submitted. Applicants must successfully upload all the file(s) and **MUST** click the submit button before the closing time.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. This will confirm that you have successfully submitted your proposal.
- Each submitted item of requested information will only be visible to KIPDA after the Closing Time.
- If the file is mandatory, you will not be able to complete your submission until the requirement is met.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- Please note the type and number of files allowed. The maximum upload file size is 1000 MB. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled.

Need help? Please contact Bonfire directly at support.gobonfire.com or 1-800-354-8010 x 2 for technical questions or issues related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

E. Evaluation Criteria

Technical Proposal	
Minimum Qualifications	35 pts Total
Contractor Requirements 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 RFP.	95 pts Total
Previous Experience Applicant demonstrates a previous experience with similar scope and size of proposed services to be provided.	20 pts Total
Cost Proposal	
Excel Workbook Budget and Narrative	100 pts Total
i. Expenses are reasonable and allowable	25
ii. Lowest costs	15
iii. Narrative justification for expenses	60
Total Points Possible for Proposal	250

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.