



**K I P D A**  
 Kentuckiana Regional Planning  
 & Development Agency

**TITLE III C NUTRITION PROGRAM FOR OLDER ADULTS  
 MEAL DELIVERY  
 REQUEST FOR PROPOSALS (RFP)**

Procurement Period: FY 2027 – FY 2029

<b>Fiscal Year</b>	<b>Period of Contracts</b>
FY2027	July 1, 2026 – June 30, 2027
FY2028	July 1, 2027 – June 30, 2028
FY2029	July 1, 2028 – June 30, 2029

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 16, 2026, 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.

Applicants may submit written questions to KIPDA until March 4, 2026, by 5:00 pm (Eastern Time). 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 48 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.**

KIPDA AAAIL is the only entity authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this request for proposal (RFP).

All responses must be received through the designated KIPDA Procurement portal (<https://kipda.bonfirehub.com/>) before the deadline. **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 MEAL DELIVERY PROCUREMENT

Kentuckiana Regional Planning and Development Agency (KIPDA) has been designated the Area Agency on Aging and Independent Living in accordance with Administration for Community Living (ACL), Administration on Aging (AOA), pursuant to the Older Americans Act of 1965, as amended, and Regulations thereto. As the Area Agency on Aging and Independent Living (AAAIL), 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 meal delivery services, both congregate setting and direct to home-delivered clients, for nutrition to older adults as described under the Older Americans Act and 910 KAR 1:190. KIPDA anticipates the selection of multiple providers for meal delivery in the region so as to ensure all interested and eligible clients are served. KIPDA reserves the right to assign providers by county, service area, or client need, and to modify assignments as necessary to ensure service continuity.

To facilitate this procurement, various rules have been established as detailed in Sections V through Section VIII of this RFP. 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.

The procurement period within which services are to be performed is July 1, 2026 – June 30, 2029. 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.

Applicants will be required to support this program with a minimum **15% match** of the total budget. Match can be provided through either Local Cash or Local In-Kind and must be from non-federal funding sources.

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
- Congregate Meal, Title III C1, or CM
- Home Delivered Meal, Title III C2, or HDM

## 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. **AOA** means Administration on Aging, now known as **ACL: Administration for Community Living**.
6. **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).
7. **Central Kitchen** means an institutional kitchen that is equipped and used for preparing food to be sent to meal sites for service.
8. **Congregate Meal (Title III C1)** means a meal provided to a qualified individual in a congregate or group setting pursuant to. **A unit is one (1) meal.**
9. **Cycle Menu** means a menu planned for at least five (5) weeks and repeated with modification for seasonal menu items.
10. **Department of Aging and Independent Living (DAIL)** means the agency within the Cabinet of Health and Family Services that oversees administration of statewide programs and services for older adults and individuals with disabilities.
11. **DRI** means Dietary Reference Intakes.
12. **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.
13. **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 1 (6).
14. **Home Delivered Meal (Title III C2)** means a meal provided to a qualified individual in his or her residence. **A unit is one (1) meal.**
15. **Meal** means a portion of food that:
  - (a) Provides the equivalent of one-third (1/3) of the dietary reference intakes;
  - (b) Meets the requirements of the Dietary Guidelines for Americans; and

- (c) Is served with optional condiments to complete the meal as approved by the licensed dietitian or certified nutritionist.
16. **Modified Atmosphere Packaging** means the method of extending the shelf life of fresh food products where the atmospheric air inside a package is replaced with a protective gas mix that helps ensure the product stays fresh for as long as possible.
  17. **Modified Meal** means a meal that has an altered texture such as pureed, chopped, or thickened liquids to accommodate the needs of individuals with difficulty in chewing or swallowing.
  18. **Non-traditional Meal** means a meal approved by the department that is cold, frozen, dried, canned, or modified atmosphere packaging.
  19. **OAA** means the Older Americans Act of 1965, as Amended in 2020.
  20. **Rural** means a community with less than 50,000 population living in a rural area as designated by the most current listing from the U.S. Census Bureau.
  21. **State Reporting System** means the database required by the department for program data collection.
  22. **Target group** means:
    - (a) Low-income individuals, including low-income minority older individuals;
    - (b) Older individuals with limited English proficiency;
    - (c) Older individuals residing in rural areas; or
    - (d) Older individuals at risk for institutional placement
  23. **Traditional Meal** means a ready-to-eat hot meal.
  24. **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.
  25. **Urban** means a community with 50,000 or more population living in an urbanized area as designated by the most current listing from the U.S. Census Bureau.

### C. Overview of Nutrition Program for Older Adults in the KIPDA Region

The OAA Title III C Program provides meals to assist older adults in living independently and promoting better health through improved nutrition and reduced isolation. The program includes congregate and home delivered meals for those persons aged 60 and above, their spouses of any age, and individuals with disabilities who live in facilities occupied primarily by older adults receiving congregate meals.

Services are designed to promote the health and well-being of older individuals by assisting them in gaining access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior. Title III C services are targeted to older individuals with the greatest economic need, with particular attention to low-income minority individuals, those with the greatest social needs, those with limited English proficiency, and those residing in rural areas.

The Nutrition Program for Older Adults in the KIPDA region is made up of two parts: meal preparation and meal delivery. It is intended to be a program that is client-centered, responsive to requests and feedback, and provides nutritious, delicious meals. KIPDA is seeking proposals from organizations capable of providing Title III C Meal Delivery to clients in both congregate sites and direct home delivery to eligible individuals. The

meal preparation provider will be selected through a separate procurement process. Applicants are welcome to submit proposals for both solicitations but are not required to do so.

KIPDA maintains a multi-layered distribution model for meal delivery in the region. The meal preparation provider distributes meals to congregate meal sites and hubs for home delivered meals that are then served to older adults by the delivery providers. There are currently 22 congregate sites and 21 hubs for home delivered meals, with at least one site per county. KIPDA anticipates that the number and location of sites may vary from the current distribution but must maintain full coverage of the entire KIPDA region. Applicants must be able to provide meal services at congregate sites and to distribute home delivered meals directly to eligible clients. This requirement may be met using a combination of subcontracts, volunteer, and paid staff.

### **Congregate Meals Program**

Meals served in a group setting help keep older adults healthy and living independently that provide not only nutritious meals but also reduce social isolation while being a gateway to other community resources. Title III C-1 sites are to serve midday meals in Multi-Purpose and Satellite Senior Centers, faith-based facilities, restaurants, and other convenient community locations. These sites shall be strategically located throughout the region to ensure eligible participants have adequate access to congregate meals. Consideration should be given to the demographics, accessibility to other services or facilities, convenience to public transportation or within comfortable walking distance, free of structural barriers or difficult terrain, and safety and security of participants and staff. Services available through the nutrition site should include nutrition education, outreach, and information and referral. The total number of participants to be served shall be adequate to justify the cost of operating the site. Funded sites for the KIPDA program must operate a **minimum of** two days per week, four (4) hours per day. The successful applicant will be responsible for ensuring participants are screened annually for eligibility and nutrition risk, and for implementing a nutrition education program that includes at a minimum one session per month at each congregate site on a variety of topics.

### **Home Delivered Meals Program**

Older adults that are eligible may participate in the home delivery meal program that brings nutrition and connection to their doors. Participant eligibility for Title III C-2 meals will be determined by KIPDA and referred to the meal delivery provider in their area. Meal delivery providers are expected to provide services to the individual within ten (10) calendar days. If the provider is unable to accommodate a referral, then it is to proactively communicate with KIPDA so that an alternative provider can be identified in a timely manner. Qualifying individuals are those documented to be unable to attend a congregate site because of illness or an incapacitating disability and do not have a person in the home able to prepare a nutritious meal on a regular basis. The successful applicant shall demonstrate subcontractors, volunteers, and paid staff deliver meals in a sanitary manner to prevent outside contamination and be able to hold food at appropriate temperatures. Delivery routes should be designated to minimize nutrient loss and facilitate temperature retention. In addition to the delivery of meals to eligible individuals, the applicant shall implement a nutrition education program that include at least one lesson each month for each client.

Payment for services will be made based on an itemized invoice submitted by the 10<sup>th</sup> of each month following the month of service. The invoice shall be accompanied by a report on the program activities and other documentation as needed. KIPDA may withhold payment until all required information is included in the submitted invoice and approved. KIPDA will make payment to the provider after receipt of reimbursement of expenses from the Department of Aging and Independent Living (typically within 45 days).

## D. Nutrition Program for Older Adults Services and Funding 2019 - 2025

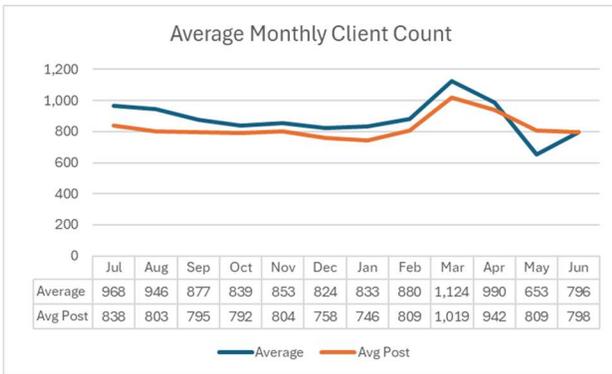
Funding for the Nutrition Program for Older Adults is provided by a combination of federal and state monies that are allocated to KIPDA on an annual basis, using a population-based distribution from the state. Prior to the COVID-19 state of emergency declaration on March 6, 2020, both the C1 (Congregate Meals) and C2 (Home Delivered Meals) programs were primarily federally funded. During the pandemic an increasing amount of state funds, which were part of the CARES Act, were provided to support these programs. Additional federal funds were available to KIPDA start in state fiscal year (SFY) 2022 under the American Rescue Plan Act (ARPA) to support the meal programs. While these additional funds were instrumental to KIPDA’s ability to continue to serve older adults in our region, the termination of these additional funds means that future funding for meals is likely to change. Future funding is likely to remain similar to the current levels for these programs, but the distribution ratio between federal and state may change.

Below are tables of the distribution of federal and state funds to the C1 and C2 programs:

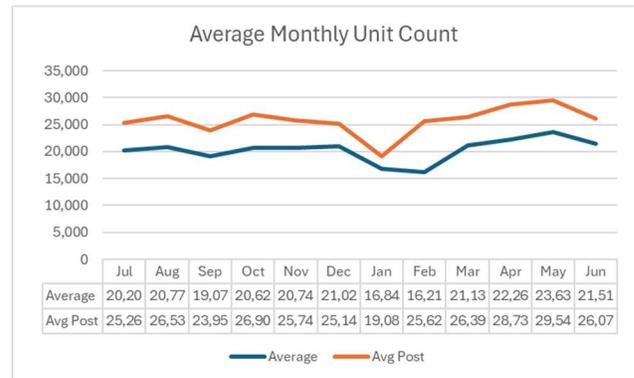
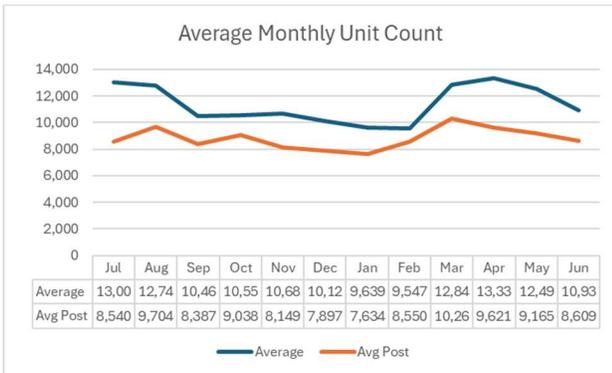
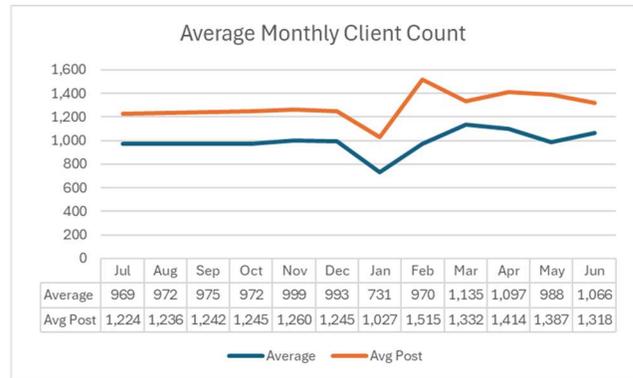
<b>C1</b>	<b>State Fiscal Year</b>						
	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
	\$ 117,310.91	\$ 132,213.00	\$ 121,765.30	\$ 120,917.20	\$ 196,075.23	\$ 121,460.51	\$ 141,059.39
<i>Federal</i>	\$ 84,590.91	\$ 99,160.00	\$ 88,613.30	\$ 9,465.26	\$ 157,563.23	\$ 96,132.51	\$ 103,005.39
<i>State</i>	\$ 32,720.00	\$ 33,053.00	\$ 33,152.00	\$ 111,451.94	\$ 38,512.00	\$ 25,328.00	\$ 38,054.00
<b>C2</b>	<b>State Fiscal Year</b>						
	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
	\$ 60,850.29	\$ 65,869.43	\$ 75,449.18	\$ 119,633.52	\$ 120,629.01	\$ 169,867.43	\$ 156,773.14
<i>Federal</i>	\$ 44,391.29	\$ 49,081.43	\$ 58,133.18	\$ 65,362.90	\$ 85,162.01	\$ 79,095.03	\$ 78,620.95
<i>State</i>	\$ 16,459.00	\$ 16,788.00	\$ 17,316.00	\$ 54,270.62	\$ 35,467.00	\$ 90,772.40	\$ 78,152.19

Prior to pandemic the number of older adults attending congregate meals sites was greater than the number of home-delivered meal clients. As a highly vulnerable population, older adults changed over from predominantly congregate meals to predominantly home delivered meals during the pandemic. Older adults began to slowly return to group settings for activities and meals after the state of emergency ended on March 22, 2022. Below are summary charts and tables showing the average number of clients and units for each of the meal programs. The “Average” includes data from SFY 2019 – SFY 2025, and the “Avg Post” includes data from SFY 2023 – SFY 2025.

### Congregate Meals Trends FY2019 – FY2025



### Home Delivered Meals Trends FY2019 – FY2025



## E. 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>February 23, 2026</b>	Request for Proposals released.
<b>March 3, 2026</b>	Bidder’s Meeting will be held on March 3, 2026, at 2:00 pm (Eastern Time). The Interested applicants may attend in person or online. Additional details and links will be available on the Procurement Portal <a href="https://kipda.bonfirehub.com/">https://kipda.bonfirehub.com/</a> .
<b>March 4, 2026</b>	Applicant inquiry period concludes on March 4, 2026, by 5:00 pm (Eastern Time). 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 16, 2026</b>	Proposals must be submitted at <a href="https://kipda.bonfirehub.com/">https://kipda.bonfirehub.com/</a> by 12:00 Noon (Eastern Time).
<b>March/April 2026</b>	Evaluation Team reviews and scores proposals.
<b>April 2026</b>	Funding Committee of Advisory Council meets.
<b>April 2026</b>	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 16, 2026**. 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.

## II. SCOPE OF WORK

KIPDA's Nutrition Program for Older Adults has a history of being a client-focused program that is responsive to feedback from and needs of participants and providers. It aims to provide nutritious, delicious meals in a cost-effective manner. Delivery of this scope of work shall be in accordance with

- 910 KAR 1:190 <https://apps.legislature.ky.gov/law/kar/titles/910/001/190/>
- DAIL Standard Operating Procedures <https://www.chfs.ky.gov/agencies/dail/Pages/procedures.aspx>

### A. Administrative Requirements

1. Registered and eligible to conduct business in Kentucky and with the Federal Government. 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.
2. Possess a Federal and State Tax Identification number.
3. Shall not be ineligible to conduct business with the Federal Government as presented on the Federal Debarment and Suspension list.
4. Have a financial management system established and capable of tracking revenue and expenditures by funding stream or program.
5. Maintain (and require any subcontractor to maintain) liability insurance, workers' compensation, employer liability insurance, and such other liability insurance as reasonably necessary in the applicant's best judgment to provide adequate coverage against losses and liabilities. If awarded a contract, secure a fidelity bond (employee dishonesty) equal to no less than the anticipate amount of revenue generated in one quarter to ensure that any employee(s) who is (are) authorized to receive or deposit funds, issue financial documents, checks or other instruments of payment for programs costs shall be bonded against loss of sufficient amounts of funds. Adequately ensure equipment and facilities utilized in this program.
6. Adequately insurance all vehicles, equipment and facilities utilized in this program.
7. Appoint a contact person knowledgeable in program operations that shall be available to KIPDA for handling problems and answering questions that may arise.
8. Provide KIPDA with statistical and other information necessary for state reporting requirements (number of meals and clients served, match, program income, etc.) through the entry of information into the state data system. The applicant must possess computer hardware and software that meets the minimum standards established by KIPDA for purposes of reporting and communicating electronically. Include a signed Minimum Office Equipment form with the technical proposal.
9. Permit the staff of KIPDA, DAIL, and federal representatives to monitor and inspect the operation.
10. Employ adequate numbers of qualified staff to ensure satisfactory conduct of meals services. 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. This includes qualified manager(s), professionals, kitchen/delivery staff, substitutes, subcontractors, and volunteers. Plan for the recruitment and retention of qualified staff and volunteers as well as provide adequate orientation and training to staff and volunteers to ensure

program compliance. Include information on how program staff will be supervised to ensure adherence to program requirements as well as a list of training topics specific to nutrition delivery services in the technical proposal.

11. Have written policies and procedures to carry out the services as proposed. Include a list of applicable policies and procedures to the technical proposal.
12. Plan for the transition of services. Program participants shall experience no interruption in services as a result of a change in provider.
13. Develop and manage a network of approved congregate meal sites to complement and include existing KIPDA supported multi-purpose and satellite senior centers. Subcontracting of services on whole or in part may be permitted with prior approval from KIPDA. Include a copy of all subcontracts (draft subcontracts are acceptable) with the technical proposal.
14. Responsible for monitoring performance and quality assurance of all subcontracts and volunteers to ensure compliance with program expectations and requirements at all levels of the meals program.
15. Monitor quality of meals delivered to clients and report to KIPDA in required format and consistency to ensure quality and compliance.
16. Utilize the standardized client satisfaction surveys provided by KIPDA and submit the completed surveys to KIPDA annually as specified in the final contract.
17. Maintain a contingency plan for the provision of services in case of inclement weather, emergencies, disasters, or other events that may impact normal service delivery. Include a copy of the disaster preparedness plan as part of the technical proposal.

## **B. Eligibility Determination – Congregate Meal Clients**

1. Perform Title III C-1 Eligibility Services for new clients by using the state assessment tools to collect demographic information upon first contact.
2. Develop policies and procedures that ensure nutrition screening/eligibility is conducted for all participants of the nutrition program.
3. Refer all newly registered clients to KIPDA's Aging & Disability Resource Center (ADRC) to screen for other potential supportive services.
4. Enter new client information regularly in the state reporting system, including nutrition risk score.
5. Ensure each client receives an assessment at least annually. Individuals identified as high nutrition risk shall receive follow-up contact three (3) months after the initial assessment.
6. Maintain data quality of clients directly served by the provider so that changes in services are updated regularly. Individuals not receiving services within sixty (60) days are updated to indicate such status.

## **C. Congregate Meal Site Operation**

1. Congregate meal sites funded by the KIPDA program must operate a minimum of two days per week, four (4) hours per day.
2. Congregate meal sites are required to be approved by DAIL to be funded, in accordance with 910 KAR 1:190 Section 10. Service shall not be provided until the written approval by DAIL is received.
3. Selection of meal sites should be based on information on the older adult population of the applicant's service area. Careful consideration should be given to locations that serve the greatest number of older adults with greatest social and economic need, and to locations that are convenient

to transportation and/or easily within comfortable walking distance. Security and safety and ease of access should also be considered in the selection of proposed congregate meal sites.

4. Each congregate meal site shall have an individual, either volunteer or paid staff, who is responsible for the administration of the site. Include a list of the proposed sites with the address, site contact (title and if the individual is staff or volunteer), operating days and hours, and number of clients that can be served as part of the technical proposal.
5. Record the number of units and clients served in the state reporting system.
6. Assist the program through solicitation and collection of contributions and donations, and report all program income generated monthly.
7. Conduct outreach as necessary to ensure the total number of participants served at an applicant's managed site is adequate to justify the cost of operating the site.
8. Maintain accurate records of all services delivered.
9. Units must be entered into state reporting system by the 5th business day of the following month.

#### **D. Food Service**

1. Meals will be ordered from the KIPDA selected meal preparation provider on a schedule to be determined based on the outcome of the meal preparation procurement. A coordinated effort between the meal preparation provider and the meal delivery providers is necessary for the implementation of the meal program.
2. Food preparation facilities shall be in compliance with state and local fire, health, sanitation, and safety administrative regulations which apply to food service operations
3. Standards for food handling and personal hygiene shall be in accordance with the food service requirements of the Kentucky Food Code governed by 902 KAR 45:005.
4. Use equipment in the preparation and delivery of food that meets standards set by all applicable laws and regulations of the State Health Department.
5. 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.

#### **E. Home Delivered Meals to Individuals**

1. Deliver as appropriate, hot, chilled and/or frozen meals, without charge, to the eligible clients residing in the KIPDA service region.
2. Meals will be ordered from KIPDA selected meal preparation provider on a schedule to be determined based on the outcome of the meal preparation procurement. A coordinated effort between the meal preparation provider and the meal delivery providers is necessary for the implementation of the meal program.
3. Accept and schedule new clients referred by KIPDA within ten (10) calendar days. If the applicant is unable to deliver services, KIPDA may request delivery by an alternative agency.
4. Maintain client confidentiality and records consistent with HIPAA and applicable requirements.
5. Comply with all local, state, and federal food safety laws and regulations, including but not limited to:
  - a. Proper storage and transportation of meals.
  - b. Maintenance of temperature controls throughout delivery.

- c. Staff training in food safety and handling protocols.
6. Designate delivery routes in the applicant's service area that minimize nutrient loss and facilitate safe temperature retention. Include a sample delivery route and method used to establish routes in the technical proposal.
7. Deliver 5 meals once per week or 10 meals every two weeks (biweekly) per client, based on the client's assigned schedule.
8. Deliveries must be made directly to clients' residences. A meal may be left with a designee of the older person if the designee has been informed of the requirements of the nutrition program and provides KIPDA assurance they have the ability to comply with the following requirements:
  - 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.
9. Promptly report any changes in the client's condition, including but not limited to:
  - a. Incidents observed at the time of service or delivery (e.g., falls or injuries)
  - b. Client suspension from services
  - c. Lack of client contact for 60 consecutive days
  - d. Client-initiated cancellations
10. Establish a contingency plan for replacement meals if a meal does not register at the correct temperature upon delivery or if a delivery is missed.
11. Maintain accurate records of all services delivered.
12. Units must be entered into state reporting system by the 5th business day of the following month.

## F. Nutrition Education Program

An ongoing Nutrition Education Program shall be implemented to provide education for all participants of the nutrition program for older adults. This program is to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information and instruction to participants overseen by a dietitian or individual of comparable expertise. The nutrition education program shall include a variety of teaching methods on topics such as:

- Nutrition and its relevance to health promotion and disease prevention
- Consumer approaches to food safety and food purchasing
- Food fad and diets
- Physical activity
- Activities to modify behavior and improve health literacy

Applicants shall provide a minimum of one session each month at each meal site and a minimum of one session each month for each home delivered meal client.

## G. Program Income

Program Income is income received from donations, contributions or fund raisers as a result of services provided through funded program services. Each provider shall have an established method of providing the opportunity for participants to contribute voluntarily to the estimated cost of services rendered. Participants may be provided with information to assist them in determining the amount, if any, of an individual contribution. If the participant is unable to contribute, in no instance shall that person be denied services

due to failure to contribute. Program income shall be used to expand the nutrition services for older adults. The service provider will be responsible for the purchase and service/delivery of the meal using program income funds and accounting for the meals. Program Income shall be reported monthly.

## H. Match Requirement

The service provider shall meet a minimum match requirement of **15%** of total program costs through allowable costs and third-party contributions or cash. Match may be Local Cash or In-Kind. Administration for Community Living (ACL) regulations precludes the use of Program Income as match. All match, whether it is cash or in-kind, shall meet the following requirements: (1) It shall not be supported with Federal funds; (2) It shall be an allowable cost; (3) It shall be included in the accounting records and audit; and (4) It shall not be used to match any other Federal program. Match shall be reported, along with supporting documentation, monthly.

**Local Cash** match includes funds your organization contributes directly to the program above the amount contributed by KIPDA funds. This would include cash, employee salaries, space owned by your organization, and goods provided by your organization directly related to the program but not charged to KIPDA.

**In-Kind** match is the value of donated goods or services to your organization from a third party that are not paid for by other federal funds. This type of match would include volunteer time, space, and supplies/equipment. These donations are to be provided at fair market value.

## I. Pricing and Invoicing

A standardized single method for computing actual meal costs shall be used. KIPDA will pay the service provider a per unit price for the services: meal delivery, meal service, and congregate meal eligibility. Costs shall be clearly supported in the application in such a way as to allow insight into the detailed costs making up the proposed unit price for each service per the factors below.

### Food Service and Delivery costs

- Portioning Costs – include the costs of labor for serving foods and labor for home delivery of meal to participants, such as:
  - Fringe benefits
  - Wages paid to all the persons who portion food
  - Wages for persons who maintain the sanitary condition of the service kitchen and dining areas
  - Wages paid to persons who supervise these activities
- Delivery Costs – include the costs of labor for delivering meals to home of participant and mileage and maintenance of vehicles used for this purpose.
- Other Nutrition Service Costs – include costs incurred for nutrition education and nutrition outreach services needed to meet the needs of the participants. These costs include personnel, equipment and supplies, etc. which can be properly allocation to the nutrition program. Include the costs, if any, for rental and maintenance of facilities used for nutrition services.
- Project Management Costs

- Personnel Costs – include expenses incurred for the program director and related administrative staff, such as bookkeepers, clerical staff, nutritionists, registered dietitians, etc.
- Equipment and Supply Costs – include equipment and supplies related to the overall program administration, such as computers, software for menu analysis, office supplies, etc.
- Other General Expenses – include costs related to overall program management, such as insurance, licenses, utilities, pest control, etc.

Invoices must be submitted no later than ten (10) 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. The invoice shall be accompanied by a report on the program activities and other documentation as needed. KIPDA may withhold payment until all required information is included in the submitted invoice and approved. KIPDA will make payment after receipt of reimbursement of expenses from the Department of Aging and Independent Living (typically within 45 days).

### III. 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.

- Checklist for Title III-C Meal Delivery
- Organization Profile Form signed by an agent authorized to bind the vendor
- Technical Proposal
- Cost Proposal (Excel file AND Budget Narrative)
- Acknowledgement of General Terms and Conditions & Taxonomy and Terminology
- Prohibited Employee & Volunteer Activities Form
- Resources for Match
- 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. Each applicant is responsible for submitting all relevant, factual and correct information with the cost submission to enable a full evaluation of costs for the proposed services described in the technical proposal.

### 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. 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 of 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.

KIPDA intends to award a contract to the applicant, whose offer, conforming to this solicitation, is the most advantageous on the basis of best value for all products, services, and requirements contained herein.

### 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](mailto: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

<b>Technical Proposal</b>	
<p><b>Project Summary:</b> The Applicant completes a brief description of the agency, demonstrates administrative capabilities, completes an overview or summation of the overall project as described in the scope of work.</p>	<b>5 points</b>
<p><b>Program Description and Proposed Services</b> A description of proposed services that demonstrates a detailed understanding of the scope of work. The Applicant’s response must contain a thorough evaluation of the procedures and processes for each component of the program.</p>	
<p><b>Organizational Capacity:</b></p> <ul style="list-style-type: none"> <li>• Organizational expertise and capacity specific to the target population.</li> <li>• Adequate systems and processes to support monitoring program expenditures and fiscal controls.</li> <li>• Adequate systems and processes needed to collect and store key participant and performance data, including program income.</li> <li>• Adequate Human Resources capacity to hire, manage, and retain staff and volunteers, including clear process for conducting and documenting criminal history background checks and other legal requirements.</li> <li>• Ability to work in collaborative partnerships that benefits the health and wellbeing of older adult nutrition participants across agencies.</li> <li>• Adequate data management systems and processes with experience to collect, store, analyze, and maintain confidentiality of participant information.</li> </ul>	<b>25 points</b>
<p><b>Experience and Qualifications:</b></p> <ul style="list-style-type: none"> <li>• Proven track record with similar nutrition programs.</li> <li>• Relevant licenses, certifications, and financial stability.</li> <li>• Qualifications of key staff (RDs, supervisors).</li> <li>• References and past performance.</li> <li>• Location of congregate sites and delivery routes in service area.</li> </ul>	<b>25 points</b>
<p><b>Program Design – Congregate Meals:</b></p> <ul style="list-style-type: none"> <li>• Justification and features for each congregate meal site, including but not limited to:</li> </ul>	<b>40 points</b>

<ul style="list-style-type: none"> <li>○ Operating days and hours</li> <li>○ Facility fire and safety codes and ADA compliance</li> <li>○ Site management</li> <li>○ Meal preparation facilities</li> <li>● Methods for effective quality control standards and procedures around food handling, processing, packaging sorting and delivery. <ul style="list-style-type: none"> <li>○ Compliance with all health/safety regulations (Federal, State, Local).</li> <li>○ Written procedures for food prep, handling, and storage.</li> <li>○ Ability to withstand health and fire department inspections.</li> <li>○ Record keeping procedure for temperature control data.</li> </ul> </li> <li>● Approach for determining and documenting participant eligibility.</li> <li>● Mechanism and procedures to ensure: <ul style="list-style-type: none"> <li>○ Accurate meal count tracking</li> <li>○ Quality assurance and client satisfaction</li> <li>○ Client voluntary donations</li> </ul> </li> <li>● Adequate emergency planning and disaster preparedness for the safety of staff, volunteers, and participants with minimal service disruptions.</li> <li>● Program reporting capabilities.</li> </ul>	
<p><b>Program Design – Home Delivered Meals:</b></p> <ul style="list-style-type: none"> <li>● Justification and features for each congregate meal site, including but not limited to: <ul style="list-style-type: none"> <li>○ Operating days and hours</li> <li>○ Facility fire and safety codes and ADA compliance</li> <li>○ Site management</li> <li>○ Meal preparation facilities</li> </ul> </li> <li>● Methods for effective quality control standards and procedures around food handling, processing, packaging sorting and delivery. <ul style="list-style-type: none"> <li>○ Compliance with all health/safety regulations (Federal, State, Local).</li> <li>○ Written procedures for food prep, handling, and storage.</li> <li>○ Ability to withstand health and fire department inspections.</li> <li>○ Record keeping procedure for temperature control data.</li> </ul> </li> <li>● Approach for determining and documenting participant eligibility.</li> <li>● Mechanism and procedures to ensure: <ul style="list-style-type: none"> <li>○ Accurate meal count tracking</li> <li>○ Quality assurance and client satisfaction</li> <li>○ Client voluntary donations</li> </ul> </li> <li>● Adequate emergency planning and disaster preparedness for the safety of staff, volunteers, and participants with minimal service disruptions.</li> <li>● Program reporting capabilities.</li> </ul> <p><b>Delivery &amp; Logistics:</b></p> <ul style="list-style-type: none"> <li>● Reliability, timeliness, and efficiency of delivery.</li> <li>● Capacity to meet demand, including peak times.</li> <li>● Plans for handling issues like weather delays, meal replacement, or volume changes.</li> </ul>	<p><b>40 points</b></p>

<p><b>Nutrition Education</b></p> <p>Applicant shall propose a plan to facilitate the transition of services and the estimated length of time required to transition without any interruption of current services.</p>	
<p><b>Transition Plan</b></p> <p>Applicant shall propose a plan to facilitate the transition of services and the estimated length of time required to transition without any interruption of current services.</p>	<b>10 points</b>
<b>Total Points</b>	<b>150</b>

<b>Cost Proposal</b>	
<p>Applicants shall submit an itemized budget for each service proposed. Budget shall demonstrate all necessary expenditures in sufficient detail in order to determine if the price is fair and reasonable.</p> <ul style="list-style-type: none"> <li>• Pricing must be proposed in the most efficient and cost-effective manner for operating and managing the program.</li> <li>• Sufficient budget detail to support the proposed unit cost for best value assessment.</li> </ul>	<b>45 points</b>
<p>The Budget Narrative clearly explains costs and allocations included in the Budget file. It gives the formula and rationale for each line-item amount. Explain all items and cost categories in the same order shown on the budget.</p>	<b>55 points</b>
<b>Total Points</b>	<b>100</b>

## IV. 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 March 4, 2026, by 5:00 pm (Eastern Time). 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 48 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

### 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 KIPDA personnel are not available to perform these services, or it would not be feasible to utilize KIPDA personnel to perform these services. Additionally, a Second Party (Provider) is available and qualified to perform these services; and, for the before-stated reasons, KIPDA 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. 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.

Vendors 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 Applicant 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 vendors' proposals will be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the KIPDA 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.**

## V. 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, 2026, and expire June 30, 2029. 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 45 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 and all subcontractors performing work under the contract to reveal to the Commonwealth 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. Disclosure of any violations is required prior to the award of any state contract and throughout the duration of the contract.

Failure to disclose violations shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors

and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth

#### **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>).

## VI. 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.