

**Cumberland Valley  
Area Agency on Aging and Independent Living**

Request for Proposal to Provide  
OAA Title III  
C1 - C2 and Homecare  
Nutrition Program Meal Preparation  
Jackson County and Rockcastle County

Fiscal Year  
2018



Cumberland Valley Area Development District  
PO Box 1740  
London, KY 40743-1740  
Phone: 606/864-7391  
Fax: 606/878-7361

## VENDOR GENERAL INSTRUCTIONS

### 1. RFP ORGANIZATION

Sections 1-4 contain language specific to the services requested and the terms and conditions of the contract itself.

Sections 6-9 contain information on the rules of procurement, how to submit a proposal and what to include in submittal, and how submittals will be evaluated.

**The RFP and any Addenda thereto shall become part of the Contract with the successful Contractor and shall be incorporated by reference into the Contract.**

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

### 2. SCHEDULE OF ACTIVITIES

The schedule listed below presents the major activities associated with the RFP distribution, written questions, and proposal submission. While there is no guaranteed date for the award of a contract, an anticipated date of award is also given. The CVADD/AAAIL reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Release of RFP	<b>May 15, 2017</b>
Written Questions due by: <b>3 p.m.</b>	<b>May 22, 2017</b>
Anticipated CVADD Response to Written Questions	<b>May 23, 2017</b>
<b>Proposals Due by: 3 p.m.</b>	<b>June 9, 2017</b>
Anticipated Date of Award:	<b>June 21, 2017</b>
Anticipated Contract Effective Date:	<b>July 1, 2017</b>

All bid/proposal deliveries shall be time stamped in the receptionist area of CVADD/AAAIL, as defined on the Solicitation Title Page immediately preceding the Table of Contents, no later than the due date and time defined in this Solicitation. Solicitation should be delivered a minimum of thirty minutes to an hour earlier than the published closing time to allow for receipt verification. Late submissions will not be accepted. Vendor attention to this advisory is encouraged.

\*NOTE: ALL TIME REFERENCES ARE EASTERN TIME ZONE

### 3. ACCESS TO SOLICITATION AND ADDENDA

All questions must be submitted in writing to the Agency Contact listed as the Sole Point of Contact on the Title Page. Vendors are encouraged to submit written questions pursuant to the Schedule of RFP Activities stated above. **Questions may be sent as an attachment to the e-mail if they are in Word format. Questions should be numbered without any column or tables.** Oral questions will not be accepted at any time. The final deadline for written questions is listed in the schedule above. No questions will be accepted after that date. The CVADD/AAAIL will respond to salient questions in writing by issuing an Addendum to the Solicitation.

**The Addendum shall be posted to the CVADD/AAAIL's web site: [www.cvadd.org](http://www.cvadd.org)**

**Check this website periodically for any updates that may be posted to the Solicitation.**

**It is the responsibility of the vendor to obtain copies of all information and forms.**

### 4. RFP TERMINOLOGY

For the purpose of this RFP, the following terms may be used interchangeably;

Proposer, Offeror, Contractor, Provider, Vendor, or Second Party

Contract Specialist, Buyer, Purchaser, or Contract Officer

RFP, Solicitation, or Procurement

Bid, Proposal, or Offer

Commonwealth of Kentucky, Commonwealth, or State

Cumberland Valley Area Development District Area Agency on Aging and Independent Living, Cumberland Valley Area Development District, CVADD/AAAIL, or CVADD

Fiscal Year will be defined as the Commonwealth fiscal year: July 1 through June 30

Biennium will be defined as the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year.

### 5. Instructions and Terms for Bid Submission

Please see Section 6 for bidding instructions along with the terms that must be adhered to in.

**Cumberland Valley Area Development District**

**Area Agency on Aging and Independent Living**

**Request for Proposal**

**To Provide**

**OAA Title III C1 – C2 and Homecare Meal Preparation**

Solicitation No. 2017-2018-0517

**Issued by**

**Cumberland Valley Area Development District  
Area Agency on Aging and Independent Living**

Mailing Address:  
PO Box 1740  
London, KY 40743

Physical Address:  
342 Old Whitley Road  
London, KY 40744

**SOLE POINT OF CONTACT**

Leigh Powell  
CVAAAIL Director

Mailing Address:  
PO Box 1740  
London, KY 40743

Physical Address:  
342 Old Whitley Road  
London, KY 40744

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## **Section 1.00 Purpose and Background**

### ***1.00—Purpose and Background***

Cumberland Valley Area Development District (CVADD) has been designated the Area Agency on Aging and Independent Living (AAAIL), by the Governor of the Commonwealth of Kentucky in accordance with the regulations set forth in Title III of the Older Americans Act (OAA) of 1965, as amended. As the Area Agency on Aging and Independent Living, CVADD is responsible for administering federal and state funded program for the elderly for the Kentucky counties of Bell, Clay, Harlan, Jackson, Knox, Laurel, Rockcastle and Whitley which comprise the CVADD service area. The Cumberland Valley Area Development District (CVADD) has been designated as the Cumberland Valley Area Agency on Aging and Independent Living (CVAAAIL) by the Commonwealth of Kentucky in accordance with the regulations set forth in the Older Americans Act of 1965, as amended. The office, located in London, Kentucky, serves eight Southeastern Kentucky counties (Bell, Clay, Harlan, Jackson, Laurel, Rockcastle and Whitley.) The agency is governed by a board of directors made up of all county judges, all mayors and two citizen representatives from each county.

The Cumberland Valley Area Agency on Aging and Independent Living is served by an Advisory Council, the chair of which is a member of the CVADD Board of Directors. The Cumberland Valley Area Agency on Aging and Independent Living is responsible for administering federal and state funded programs for the elderly and disabled populations within the service area listed above. These programs include services provided through Title III, Homecare, State Health Insurance Program, Senior Community Employment Services Program, Kentucky Caregiver Program and Consumer Directed Options. The Cumberland Valley Area Agency on Aging and Independent Living administers these programs through an Area Plan, which is approved by the Department for Aging and Independent Living in the Kentucky Cabinet for Health and Family Services.

The mission of the Cumberland Valley Area Agency on Aging and Independent Living is “To empower senior adults, family caregivers and individuals with disabilities residing in Bell, Clay, Harlan, Jackson, Knox, Laurel, Rockcastle, and Whitley counties to live independent, meaningful, healthy and dignified lives through a comprehensive plan of services and linkages with community based programs.”

The Cumberland Valley Area Development District (CVADD) is soliciting proposals for the Title C1, C2 and Homecare (meal preparation with transportation to congregate meal and home delivered meal site) for Jackson County and Rockcastle County through a process of competitive bids. The instructions in this packet of information shall specifically govern the procurement process. All interested parties shall be responsible for a thorough review and familiarization with said instructions. Upon submission of a proposal, all parties offering proposals shall be held accountable in reference to compliance with same.

Services to be provided are described within the body of the RFP. Services must be provided by a qualified agency and meet all criteria stated in definitions, standards, and

administrative regulations. Copies of all policies, procedures, laws and regulations are available at the Area Development District Office, upon request.

For Jackson County and Rockcastle County, the applicant(s) must bid on the service delivery of C1 and C2 Nutrition Program Meal Preparation.

All proposed subcontracts should be outlined, in detail, under the service provision section of applicant's proposal. All subcontracts must be prior approved by the CVADD/AAAIL. County map with applicant(s) specified coverage area and site information is also required.

The services to be provided are:

**Title III C1 and C2:** Congregate Meals and Home Delivered Meals Preparation with Delivery to the Provider Sites which are presently Jackson County Intergenerational Care Center in McKee, KY and Rockcastle County Senior Citizens Center in Mount Vernon, KY.

### **1.01 – Issuing Office**

The Cumberland Valley Area Development District is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of the Agreement.

### **1.02 – Communications**

The Contract Officer named below is the sole point of contact throughout the procurement process. All communications, oral and written (regular mail, express mail, electronic mail, or fax), concerning this procurement shall be addressed to:

Leigh Powell  
CVAAAIL Director  
(606) 864-7391  
Fax: (606) 878-7361  
[lpowell@cvadd.org](mailto:lpowell@cvadd.org)

From the issue date of this RFP until a Contractor(s) is selected and the selection is announced, Offerors are not allowed to communicate with any CVADD/CVAAAIL staff concerning this RFP except:

- (a) The Sole Point of Contact cited in this RFP; or
- (b) Via written questions submitted to the Sole Point of Contact

***The Cumberland Valley Area Development District reserves the right to reject the proposal response for any violation of this provision.***

### 1.03- General Information

- A. Sealed proposals are due in the CVADD/CVAAAAIL office by 3:00 p.m. E.S.T., Friday, June 9, 2017. Proposals received after this time will not be considered for funding. Proposals must be checked in at the front desk and verification of receipt documented.
- B. Please submit an original Technical Proposal and an original Cost Proposal, clearly marked, and three copies of each proposal. Proposals should be submitted in three-ring binders.
- C. A table of contents must be included in front to identify the beginning of each section or subsection. Please number pages in proposal.
- D. Please do not submit pages in proposal with both sides (front and back) completed; pages should be completed on one side only.
- E. All copies must be clear and legible. Failure to submit the proper number of copies or clear, legible copies may result in removal from further consideration.
- F. The application will be reviewed on a competitive basis; therefore, care is needed in submission of application.
- G. Negotiations will be undertaken with applicants whose proposals, as to budget and unit price, program description, and other factors, show the applicant as qualified, responsible and capable of performing requested services.
- H. Use any charts, graphs, forms or other items deemed appropriate.
- I. A technical review will be completed by CVAAAAIL staff. Applicants will be contacted regarding any deficiencies. Applicants not meeting minimum requirements as outlined in the RFP or not assuring to program requirements will be disqualified.
- J. Applicants may be asked to present proposals to a review committee of the CVADD. Applicants will be notified of the exact date and time.
- K. Applicants proposals will be reviewed and rated by an evaluation committee.
- L. Recommendations regarding awards will be made by the CVADD/CVAAAAIL Advisory Council and final approval given by the CVADD Board of Directors.

- M. Tentative RFP awards will be made following Board approval. Proposed contractors will be contacted in writing.
- N. Contracts will be awarded for implementation and services must begin on July 1, of service year. Final award is subject to approval by the State Department for Aging and Independent Living. Applicants not receiving awards will be notified.
- O. Resumes of key employees must be submitted with proposal. All other employee resumes must be on file and available for review by the CVADD/CVAAAIL staff. CVADD/CVAAAIL reserves the right to interview key employees before contract is awarded. If employee is not on staff, a commitment letter must accompany proposal. As per KRS:216.785-793 a criminal records check is required for all employees, or potential employees, who will apply direct services to a senior citizen. Applicants shall adhere to this policy.
- P. Applicant must designate a full-time program director who will administer the program and services as outlined in this RFP. The director will be the contact person responsible for oversight of the program and its personnel. Applicant must adhere to other staff requirements as outlined within the RFP.
- Q. For communication purposes, it should be noted that CVADD will be closed for the following holidays:
- New Year's Day (2)
  - Martin Luther King Day
  - President's Day
  - Good Friday – ½ day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving (2)
  - Christmas (2)
- R. Applicant must take steps to ensure that persons with Limited English Proficiency (LEP) who are eligible for programs or services have meaningful access to the benefits they provide; including, language assistance at no cost to the LEP person, if necessary. Language assistance cost is responsibility of the contractor.
- S. Applicant must abide by the rules and regulations regarding the confidentiality of personal medical records as mandated by the Health Insurance Portability and Accountability Act (HIPAA) (42 USC 1320d) and set forth in federal regulations at 45CFR Parts 160 and 164.

- T. CVADD/CVAAAAIL reserves the right to request a full detailed budget from applicant. Applicant must give assurance that a minimum of three (3) months operating capital is available.
- U. Once bid is approved, the CVADD/CVAAAAIL will meet with applicant to discuss required program reports and periodic monitoring by CVADD/CVAAAAIL staff.
- V. Applicant must sign all assurances as outlined in this RFP. Failure to sign may result in removal from further consideration. Assurances must include: Assurance and Compliance with General Provisions; Terms and Conditions for Official Application; Assurance of Compliance with the Americans with Disabilities Act of 1990; Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973; Assurance of Compliance with the Title VI of the Civil Rights Act of 1964; Certification Regarding Drug-Free Workplace; Contractor Assurance of Model Procurement Code; and Certification of Designated Program Administrator.

**1.04–Acronyms**

<b>AAAIL</b>	Area Agency on Aging and Independent Living which resides within the ADD per KRS 147A.050
<b>ACL</b>	Administration for Community Living
<b>ADD</b>	Area Development District pursuant to KRS 147A.050, also referred to as "Agency"
<b>AoA</b>	Federal Administration on Aging
<b>CHFS or Cabinet</b>	Cabinet for Health and Family Services per KRS 205.204
<b>CMS</b>	Centers for Medicare and Medicaid Services
<b>CVADD</b>	Cumberland Valley Area Development District.
<b>CVAAAAIL</b>	Cumberland Valley Area Agency on Aging and Independent Living
<b>DAIL</b>	Department for Aging and Independent Living
<b>Department</b>	Department for Aging and Independent Living

<b>District</b>	Area Development District pursuant to KRS 205.455(4)
<b>KAR</b>	Kentucky Administrative Regulations
<b>KRS</b>	Kentucky Revised Statutes
<b>NAPIS</b>	National Aging Program Information System
<b>NSIP</b>	Nutrition Services Incentive Program, which provides partial funding of meals to Kentucky's seniors, designed to provide balanced and nutritious meals at home or in a congregate setting.
<b>OAA</b>	The Older Americans Act of 1965, as amended
<b>RFP</b>	Request for Proposal, this document and all other documents whether attached or incorporated by reference, utilized for soliciting bids for providing service specified in the RFP for persons 60 years of age and older
<b>SAMS</b>	Social Assistance Management System which is a Harmony product currently being used as the state data system.
<b>SOP</b>	Standard Operating Procedures located at <a href="http://www.chfs.ky.gov/dail/dailsop">http://www.chfs.ky.gov/dail/dailsop</a>

### **1.5—Definitions**

#### **Title III Service Definitions:**

910 KAR 1:170. Older Americans Act Supportive Services for the Elderly

#### **Title III C1 and C2 - Meal Definitions:**

**Congregate Meals (1 Meal)** - A meal provided to an eligible individual (over 60 years of age and their spouse, volunteers providing services during meal hours, individuals with disabilities who reside at home with older eligible individuals, individuals with disabilities who reside in housing facilities occupied primarily by older individuals at which congregate meals are served) in an approved congregate setting. The meal shall provide one-third (1/3) of the dietary reference intakes (DRI), meet the requirements of the most recent Dietary Guidelines for Americans, and have been approved by a licensed dietitian or certified nutritionist.

**Home Delivered Meals (1 Meal)** - A meal provided to an eligible individual (over 60 years of age and their spouse, volunteers providing services during meal hours, individuals with disabilities who reside at home with older eligible individuals, individuals with disabilities who reside in housing facilities occupied primarily by older individuals at which meals are served) in his or her place of residence. The meal shall provide one-third (1/3) of the dietary reference

intakes (DRI), meet the requirements of the most recent Dietary Guidelines for Americans, and have been approved by a licensed dietitian or certified nutritionist.

## **Homecare Program Definitions:**

910 KAR 1:180 - Kentucky Administrative Regulation

**Home Delivered Meals (1 Meal)** - The provision of a nutritionally sound meal, that meets at least one-third (1/3) of the current daily recommended dietary allowance, to a functionally impaired elderly person who is homebound by reason of illness, incapacity, or disability.

## **Section 2.00 Scope of Work**

**Applicable to all programs**

### **2.00—Services Required**

A. The Second Party agrees to perform the following services:

(1) Assure compliance with any and all requirements mandated by a particular funding source. The Second Party shall ensure that all services provided under this Contract are provided in accordance with any applicable state or federal statutes or regulations; any commitments and assurances set forth in grant awards with respect to goals, strategies, funding, and outcomes made by the Commonwealth as required by and contained in grant applications to federal agencies, foundations, and other agencies providing grant funding and in the resulting award notices from those agencies; and any federally-funded grant award terms and conditions, including federal reporting and expenditure requirements, for any federally-funded proposed project developed jointly by the Second Party and CHFS and submitted to a federal agency.

(2) Assure compliance with all federal and state licensure requirements and all standards for any contracted services. The Second Party shall notify the CVAAAIL whenever such compliance is not met within three (3) working days.

(3) Assure that all services under this RFP are provided and maintained on a continuing basis throughout the fiscal year, subject to availability of funds provided by the CVAAAIL.

(4) Assist the CVAAAIL, upon request, in training involving services and regulated agency skills and resources under this RFP.

(5) Assure compliance with 910 KAR 1:140 and KRS Chapter 13B Hearing Procedures Relating to Area Agency on Aging Contractor Selection Actions.

- (7) Complying with all applicable Federal and State Equal Opportunity Laws.
  - (8) Comply with Equal Treatment Regulations 45 CFR 92, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
  - (9) Comply with all applicable Federal and State Laws and Regulations for services provided under this RFP, including but not limited to 45 CFR Part 92 and Circular OMB A-87 and A-133.
  - (10) Provide information upon request of the CVAAAIL concerning all activities performed pursuant to this RFP. This shall include, but shall not be limited to, periodic data reporting and data system input, concerning program activities, or such data that is required by applicable state or federal law.
  - (11) Maintain written personnel policies and procedures including salary, conditions of employment, and job descriptions relative to all personnel, including those whose services are for other than on a full-time basis and/or secured by process other than direct employment.
  - (12) Assure that program data be submitted electronically or hard copy, per format request of the CVAAAIL or agency designated by the CVAAAIL on the schedule and in the forms prescribed by the CVAAAIL.
  - (14) Adhere to the approved budget as set forth in the fiscal summary and Area Plan, except that the Second Party may request, at the end of the quarter, an amendment to adjust the service delivery objectives and/or the budget. The Second Party shall request written approval for any variation which will exceed ten percent (10%) in any cost categories (Personnel, travel, equipment, etc.) of any program component budget total (Administration, etc.) The CVAAAIL at its option will either: (1) Prepare a master agreement amendment if the change is substantial, or (2) give a written letter of approval if the change is minor. No budget revision shall be requested by the Second Party following the 15<sup>th</sup> day of the third quarter of the fiscal year. At the close of the fiscal year, expenditures in any cost categories (Personnel, Travel, etc.) shall not exceed the amount budgeted by ten percent (10%) or more of any program component budget total.
  - (15) Review service delivery objectives, accomplishments and expenditures and submit to the CVAAAIL an analysis of accomplishments, service utilization levels and expenditures on a monthly basis.
  - (16) Provide or arrange for appropriate insurance coverage to protect volunteers from personal liabilities.
  - (17) Report all incidences or suspected incidences of abuse, neglect, and exploitation to the appropriate agencies within 24 hours.
  - (18) Submit program reports as required, by the 5<sup>th</sup> working day of the month following the end of the month on forms prescribed by the CVAAAIL.
- B. Second Party is responsible for assuring, in relation to this RFP and agrees to perform the following functions described for the Title III and Homecare Programs which is subscribed by the parties for identification and made a part hereof as if fully incorporated herein.

### C. Financial Management System

The Second Party agrees to establish and/or maintain a financial management system that shall provide for:

- (1) Accurate, current, and complete disclosure of the financial results of the functions and services performed under this master agreement in accordance with reporting requirements set forth in the guidelines for allowable costs found in the applicable documents: OMB Circular A-21 Cost Principles for Education Institutions; OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments; OMB Circular A-122 Cost Principles for Non-Profit Organizations; and the administrative requirements of OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations: and the federal agency's grant management common rule.
- (2) Records that identify the source and application of funds for activities, functions, and services performed pursuant to this master agreement. These records shall contain information pertaining to federal and/or state funds received, obligations, unobligated balances (if applicable), assets, liabilities, expenditures, and income.
- (3) Effective control over and accountability for all funds, property, and other assets. The Second Party shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this master agreement.
- (4) Procedures for determining reasonableness and allowable costs in accordance the guidelines for allowable costs found in the applicable documents: OMB Circular A-21 Cost Principles for Education Institutions; OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments; OMB Circular A-122 Cost Principles for Non-Profit Organizations; and the administrative requirements of OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations: and the federal agency's grant management common rule.
- (5) Accounting records that are supported by source documentation.
- (6) Assurance that a Fidelity Bond has been properly executed to ensure that the employee(s) who are authorized to receive or deposit funds, issue financial documents, checks, or other instruments of payment for program costs shall be bonded against loss of sufficient amounts of funds. The bond shall be sufficient to cover maximum sums handled quarterly under this master agreement and a copy of the Fidelity Bond shall be provided upon the request of the CVAAAIL.
- (7) Assurance that no other funds or assets of the agency shall be co-mingled with the funds provided for these programs to be administered under this master agreement to any other program account, and that these funds shall not be utilized for any purposes except those specifically identified herein.
- (8) Monitoring fiscal and/or program exceptions established by evaluation, monitoring and/or auditing of this master agreement, and for promptly settling any monitoring, fiscal and program audit exceptions by making direct payment or reduction of future reimbursement, or by other

methods approved by the CVAAAIL.

(9) Respond to CVAAAIL monitoring reports by submission of and compliance with corrective action plan based on monitoring results.

(10) Adherence to the approved budget as agreed to by both parties. The Second Party shall submit a budget revision to the Cumberland Valley Area Agency on Aging, P.O. Box 1740, London, Kentucky 40743-1740, for any variation of 10% or larger in any cost item in the budget on file with the CVAAAIL. The CVAAAIL at its option will either prepare a master agreement amendment if the change is substantial or give a written letter of approval if the change is minor. The Second Party shall not request a budget revision within the last 90 days of the master agreement period.

(11) Allowable Costs - 45 CFR Part 92 will be the basis for determining allowable cost except as otherwise specified in this RFP.

## **2.01—Deliverables**

### **Administration**

The following items of information must be included in any proposal submitted for funding to the Cumberland Valley Area Agency on Aging. **Information requested in 1, 2, 3, and 4 must be on mandated CVADD forms that are included with this RFP.**

1. Form one (1) should include the following information:

- Bidders Name
- Mailing Address
- Proposed Service Delivery Area
- Unit cost for FY 2018

Note: If bidding on multiple programs, please complete a separate form for each program. These forms should be located at the beginning of the proposal.

2. Form two (2.) should include the following information:

- Bidders Name
- Mailing Address
- Physical Address
- Email Address
- Telephone Number
- Fax Number (if applicable)
- Name, address, and telephone number of Board Chairperson, if applicable
- Executive Director
- Type of agency (i.e. non-profit, for profit, partnership, public, minority owned)

3. Form three (3) should include the following information:

Site information: Please include the following information for all sites from which Title III, Nutrition, or Homecare services may be provided from.

- Mailing Address
- Physical Address
- Telephone Number
- Fax Number
- Email Address
- Contact Person

Note: Please designate which Program Services will be provided from the site.

4. Form four (4) should include a staffing plan for persons providing services to clients, covered by programs funded by the proposal submitted. List separately persons on payroll, volunteers, Title V or Experience Works enrollees or other non-traditional staff. List each person's years of experience, job duties performed, and hours worked weekly. **Please submit a separate staffing plan for each program area in which you propose service delivery. If you plan to provide services from multiple sites, please submit a staffing plan for each proposed site.**

5. Proof of Incorporation and By-Laws.

6. Proof of Good Standing with the Kentucky Secretary of State.

7. Chain of Command within the bidding agency or Organizational Chart.

8. Names and addresses of Board of Directors, Trustees or Stockholders.

9. Describe a backup plan to provide services when designated staff is absent.

10. Copy of bidding agency's Personnel Policies.

11. Job descriptions for key staff, if not included in Personnel Policies.

12. Describe bidding agency's previous experience in delivering service to the elderly, including previous experience of the overall agency as well as experience specific to Title III, Nutrition, or Homecare Programs.

13. Discuss any proposed sub-contracts (Example: Transportation) for delivery of service units.

14. Copy of bidding agency's Disaster Plan.

15. Copy of bidding agency's Emergency Plan following:

Conditions under which agency will be closed.

Back-up location for services if facility and/or kitchen is damaged.

Follow-up with client under emergency, including inclement weather conditions.

Plan to assure services are not interrupted in case of staff no-shows.

Plan to follow-up when staff finds client in emergency conditions.

Include contact persons and chain-of-command.

16. If bidding on Title III Senior Center Services or Homecare Services, provide proof of certification or proof of timely filing of application for certification as mandated by 906 KAR 1:180 (Personal Services Certification).

17. Copy of bidding agency's Grievance Procedures for clients.

18. Provide documentation of general liability insurance and Workman's Compensation Insurance that is maintained on all employees as prescribed by the laws of the Commonwealth of Kentucky.

## **SCOPE OF WORK**

### **Nutrition Program Services (C1 Congregate, C2 and Homecare Home Delivered Meals)**

Any agency funded to provide Meal Prep Services must be able to perform the following functions:

1. Service Provider must comply with state and local fire, health, sanitation and safety regulations which apply to food service operations. Food preparation and service kitchens will be inspected periodically by the Cumberland Valley Area Agency of Aging office as well as by local health officials and the Department for Aging and Independent Living Dietitian.
2. Standards will be established for quality control. Those standards mandated in 910 KAR 1:190 must be met. Food production, food distribution, and food service procedures shall meet all state and local licensure and safety requirements established for the provision of those services.
3. Standards for food handling and personal hygiene shall be in accordance with the current State Food Service Code.
4. Meals shall be provided in accordance with all federal, state and local requirements and as established in the Kentucky Administrative Regulations in 910 KAR 1:190, Nutrition Program for the Elderly and the Kentucky Menu Planning Guidelines.
5. The Kentucky Menu Planning Guidelines are used for the planning and procuring of meals. They shall be followed in all congregate and home delivered meals provided in the District Nutrition Program as defined in 910 KAR 1:190.
6. The purpose of the Menu Planning Guideline is to facilitate compliance with the Older Americans Act requirement described in Part C Subpart 3 Section 339 (2) (A), which requires nutrition projects to meet the Dietary Guidelines for Americans and the RDAs that are now included in the Dietary Reference Intakes (DRI). 910 KAR 1:190 Section 1 (8)(c) defines a meal as a portion of food consisting of a minimum of the equivalent of one-third (1/3) of the daily recommended dietary allowances as established by the Food and Nutrition Board of the Academy of Sciences – National Research Council. The Kentucky Menu Planning Guidelines recommend using nutrient analysis as the preferred method to assure the nutritional requirements are met and is the method used by CVADD providers.

7. Menus certified by the CVAAAIL RD Consultant are located in Section 9 of this RFP and may be used. If the provider chooses to use different menus, the menus must be submitted for the entire year, be based on a five (5) week cycle with some alteration for summer months and holidays, be certified by a registered dietician, and include nutrient analysis. Menus must take into consideration packaging of meals for home delivery using the Oliver Tray system.
8. The nutrition services provider must provide special menus for congregate and home delivered meals, where feasible and appropriate, to meet the particular dietary needs arising from the health requirements, religious requirements, or ethnic backgrounds for eligible individuals. In determining feasibility and appropriateness, the provider must use the following criteria:
  - a. Whether there are sufficient numbers of persons who need the special menus to make their provision practical; and
  - b. Whether the food and skills necessary to prepare the special menus are available.
9. Meal participants shall have an opportunity to evaluate meals and service.
10. A registered dietitian (R.D.) shall certify, in writing, that menus provide one-third of the current Recommended Dietary Allowances (RDA), for persons 51 years and older, published by the Food and Nutrition Board of the National Academy of Sciences. Nutrient analysis is the method to assure the nutritional requirements are met.
11. Menus shall include a mid-day meal, 224 services days as specified by CVAAAIL.
12. The applicant shall provide condiments appropriate for serving with the meal as approved by the registered dietitian and included on the menu. Condiment(s) that are on the menu shall be included in the unit cost. Condiment(s) shall be served in place of butter or margarine on days when the bread is used to make a sandwich. Condiments listed below and any other condiments the nutrition service provider is willing to provide shall be listed in the proposal. Condiments shall include, but not limited too: butter or margarine, ketchup, mustard, tartar sauce, salad dressing, sour cream, mayonnaise, dressings for tossed salads, and vinegar.
13. Substitutions (or other menu changes) to the approved menus shall be minimal and all changes shall be reported to CVAAAIL and shall be made only after receiving approval of CVAAAIL.

### **Meal Preparation and Delivery**

14. Congregate and Home Delivered meals will be provided a minimum of five days per week except for holidays and other occasional specified days the site(s) need to be closed.
15. Meal preparation must be carried on in a facility that meets applicable State and local fire, health, sanitation, and safety regulations. The provider shall be required to document his/her compliance with these regulations by keeping copies of all reports on

file. All changes in meal preparation sites require prior approval of the CVAAAIL and DAIL.

16. Temperatures of food are to be taken and recorded daily at both the kitchen and nutrition sties at critical points during preparation and delivery, as applicable. These are to be kept on file.
17. Home delivered food must be transported in containers that are capable of maintaining the temperature of hot food at 140 degrees F or above and cold food at 45 degrees F or below. Fresh, frozen, shelf stable, dry foods, etc. will have requirements which reflect those particular types of meals as applicable.
18. Holding time and advance preparation time will be in compliance with DAIL Policy.  
**Holding time for hot food shall not exceed three (3) hours after preparation.**
19. The provider shall be responsible for securing all equipment necessary for the preparation, transportation, and service of food to the meal sites or homes, as applicable to the meal preparation and delivery system.

### **Insurance Requirements**

20. The provider shall provide or arrange for adequate liability insurance and must submit documentation of compliance to this requirement to CVAAAIL. Insurance must be provided to protect staff and volunteers from personal liabilities, as applicable.
21. The provider shall assume maintenance, upkeep and insurance on all equipment.
22. Insurance on facilities must be provided.

### **Inventory and Equipment**

23. Appropriate equipment shall be required for provision of meal preparation, storage, holding, serving, and delivery.
24. Perishable foods (freshly cooked on day of meal service) that will be transported shall be packaged as follows, using appropriate heating or cooling equipment: hot food in equipment capable of maintaining hot foods at 140 degrees F or higher; and cold foods, for serving, at 45 degrees F or lower. Foods shall be delivered in accordance with applicable health (Federal and State of Kentucky) regulations. Containers should be preheated or pre-chilled before being loaded.
25. Equipment must be maintained in working order and replaced at the expense of the provider as necessary.
26. Service Provider shall be responsible for sanitizing all equipment before re-use.
27. All vehicles used to transport food shall be covered and kept clean and sanitary

## **Nutrition Program Services (C1 Congregate and C2 Home Delivered Meals)**

The following items of information must be included in any proposal submitted for funding for Meal Prep to the Cumberland Valley Area Agency on Aging.

1. Define the proposed service delivery area and specifically list the senior centers that you propose to serve.
2. Provide a copy of the agency's current valid license(s) to operate a nutrition kitchen.
3. Provide a copy of most recent Health Department Inspection.
4. Identify the location of the preparation kitchen(s).
5. Identify the proposed start time for meal preparation.
6. Identify the proposed finish time for meal preparation.
7. If applicable, state approximate times and proposed travel route required for delivery from the preparation kitchen to each senior center meal service site.
8. Identify the type and quantity of equipment available for use in the preparation kitchen.
9. List each agency vehicle (make, model, year) that will be used to transport food and the method (type of equipment) used in that vehicle to maintain appropriate temperatures, as applicable. Be specific as to whether the containers will have heating or cooling elements or other methods for maintaining proper temperatures

**Meal Cost Information**

*Meal Cost Breakdown FY 18:*

Raw Food Cost: \_\_\_\_\_

Labor Costs: \_\_\_\_\_

Vehicle Operation: \_\_\_\_\_

Other: \_\_\_\_\_

## ACL Programs

Second Party will be responsible for assuring the below services are rendered. The following programs are included under this category: Supportive Services, Congregate Meals, Home Delivered Meals and Homecare services.

- (1) Perform the functions described with particularity in the CVAAAIL's approved Area Plan which is hereby made a part of as if fully incorporated herein and is kept on file at the Cumberland Valley Area Agency on Aging, London, KY.
- (2) Complete the objectives for this RFP as set forth on the district-wide service delivery page of the Area Plan.
- (3) Provide assurances that the provision of service is based on:
  - a. The uniform service definitions established for the AOA programs;
  - b. Preference given to older individuals with the greatest economic or social need with particular attention to low income minority individuals; and
  - c. Policies and procedures provided by the CVAAAIL or any revisions thereto during the Master Agreement period.
- (4) Comply with all applicable provisions of Title III and Title VII Older Americans Act of 1965, as amended, and the regulations promulgated there under.
- (5) Comply with DAIL Standard Operating Procedures(SOPs) and CVAAAIL Policies and Procedures. DAIL SOPs may be found online
- (6) Assure ACL Programs Core Performance Measure are met.

### ***2.02—Reporting Requirements***

- (1) The following reports are required monthly, within five (5) working days of the last day of the month:
  - a. Program billing report for Congregate, Home Delivered and Homecare Home Delivered meal catering service
  - b. Activity Reports/Calendar
  - c. Temperature Chart
  - d. Menu Substitutions and Shortages

### **2.03—Pricing and Payment Requirements**

(1) Payments by the CVAAAIL to the Second Party shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted by the fifth (5th) working day of each month following the month of service to the CVAAAIL by the Second Party, as well as the Second Party's continued satisfactory performance as determined by the CVAAAIL, and shall be subject to the availability and allocation of local agency or governmental funds, or state or federal funds necessary to finance the performance of the services described in this master agreement.

(2) The federal share of a project cost is earned only when the cost is accrued and the nonfederal share of the cost has been contributed. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. Failure of the Second Party to provide the required local match will result in proportionate reduction of the federal allotment. For the Homecare project, state cost is not earned until the total required match is provided.

(3) Any interest income earned by the Second Party on any portion of the funds reimbursed under this agreement shall be used to expand services in the programs in which the interest is earned. It is also expressly understood that if interest income, earned from a specific fund dollars, is not expended for the same services in the same fiscal year in which it is earned, the funds shall be returned to the CVAAAIL. Procedures to minimize the time elapsing between the transfer of funds and this disbursement by the Second Party shall be maintained.

(4) The CVAAAIL shall reimburse the Second Party for services rendered only. If, for any reason, the Second Party is unable to render services, the CVAAAIL shall not be liable for payment to the Second Party for the time period in which the Second Party does not provide the services for which the CVAAAIL contracted.

(5) The CVAAAIL retains the right to withhold payment if the Second Party does not comply with the CVAAAIL's programmatic and fiscal reporting requirements.

(6) Any funds remaining unencumbered for allowable expenditure upon termination of the master agreement shall be refunded to the CVAAAIL.

Fixed price unit costs must be submitted for each fiscal year (FY 17 and FY 18). The unit cost must not increase during any state fiscal year (July 1 – June 30).

In submitting a proposal, the applicant is bound by and agrees to fulfill all requirements stated in this RFP as is applicable to the program(s) or services(s).

Prospective bidders should also be prepared to anticipate increases in labor and/or supplies, and should additional funds become available or should Federal or State funds be cut, contracts must be prepared to increase or decrease services in relation to the changes in the availability of funding.

A form is provided in this RFP with the unit definitions for all services. The proposal has an Excel spreadsheet for each program for a unit cost to be determined. Total expenses are to be calculated for all program units including, but not limited to: Personnel, travel, raw food costs, supplies, fringe, equipment, rent, utilities, insurance, maintenance, vehicle expenses and training.

All forms are included in the section for Forms and Reference Materials. These include the Excel spreadsheets for unit costs for each program per each fiscal year of bid, Bid Price Information, Bidders Information, and Program Staffing Plans.

Per the reporting requirements in the above section, providers will submit all required reports on a monthly basis by the 5<sup>th</sup> working day of the month. All required data must be entered into SAMS before the reports are submitted. The SAMS reports must match the units for payment. CVADD/AAAIL makes payment available by the 15<sup>th</sup> of the month.

#### ***2.04—CVADD/CVAAAIL Responsibilities***

As the contracted agent of the Cabinet for Health and Family Services for the administration of the Title III Supportive Services and Homecare program the area development district's responsibilities include:

- A. Complying with KRS 205.900 to KRS 205.905, acting for the Cabinet
- B. Monitor, evaluate and report on the service delivery activities of the Second Party performed pursuant to this contract.
- C. In conjunction with the Second Party, routinely review those components of the Aging Plan which specifically relate to this Contract, and evaluate the implementation activities related to those components; document and communicate all findings in a constructive manner.
- D. Maintain complete and up to date policies and procedures to assist in the implementation of Title III and Homecare programs and furnish such policies and procedures in writing to the Second Party.
- E. Provide consultation, technical assistance and/or training to the Second Party as deemed necessary for assistance in the performance of responsibilities and duties under this Contract.
- F. Submitting monthly program reports to DAAIL.
- G. Complying with the Cabinet's audit and record retention
- H. With funds granted through the Cabinet for Health and Family Services/Department for Aging and Independent Living, furnish the necessary personnel, equipment, supplies and technical expertise.
- I. Provide SAMS technical assistance to Second Party. SAMS is utilized for recording and reporting units of service, program participants and other relevant program services information.

The CVADD/AAAIL agrees to perform all activities necessary to assure program quality and proper administration of the program components.

## **2.05—Monitoring Requirements – Federal and State**

The CVAAAIL will monitor the performance of all subcontractors and internal programs.

1. CVAAAIL staff will review each program, function or activity to assure that adequate progress is being made towards achieving the goals of the subcontract.
2. Subcontractors are required to submit monthly reports to CVAAAIL by the 5<sup>th</sup> of each month. When reports are received, a review is made for clarity, completeness, and appropriate documentation required. A desktop review is then completed to compare actual accomplishments to the target goals. Projections will be made to determine if service providers will meet their service goal and access all funding. Subcontractors will be provided a copy of reviews monthly. If clarification or additional information is needed, CVAAAIL staff will contact the service provider.
3. All subcontractors will be monitored annually, with additional visits made to senior centers and food prep sites throughout the year. Monitoring visits will be scheduled in advance by telephone or by email and a copy of the monitoring form will be forwarded to the subcontractor prior to the monitoring visit. In the event that issues arise in regard to the subcontractor, unannounced monitoring visits may be completed by CVAAAIL staff.

## **2.06—Performance and Evaluation**

1. All subcontractors that are monitored will receive a written copy of the monitoring report within 10 working days of the visit. If situations occur in which more visits are needed or additional documentation is required, the monitoring report will not be forwarded to the agency until CVAAAIL staff has completed the report. A copy of the report will be sent to the agency's Director as well as the Chairman of the Board, if applicable.
2. In the event that CVAAAIL identifies a deficiency in any aspect of the program, the written monitoring report will request the corrective action steps which will be taken by the contractor and time table in which the corrective action will occur. If the contractor does not take the necessary steps to correct the deficiency within a reasonable time period, the CVAAAIL staff member that completed the monitoring, the CVAAAIL Director, and the subcontractor will discuss the issue and attempt to reach a satisfactory resolution. If after this discussion the issue is still unresolved, the CVADD Executive Director will be requested to make an attempt to resolve the issue. If after this discussion the matter is still unresolved, the CVAAAIL Advisory Council will be consulted to recommend resolution to the CVADD Board of Directors.
3. The Department for Aging and Independent Living may be contacted at any point in the monitoring process for technical assistance. The CVAAAIL reserves the right to withhold funding until appropriate action has been taken.
4. If an issue cannot be resolved and results in termination of a contract, the CVAAAIL will

draft a Contingency Plan prior to the termination of the contract to assure service delivery during any transition period. The contingency plan will be submitted to the DAIL services and will take into consideration what options are available to assure that core services are not interrupted.

5. In-house monitoring of programs will be conducted as needed. Desk top reviews will be performed monthly, with additional monitoring performed as needed.
6. The monitoring of in-house files will be addressed with appropriate CVAAAIL staff. If deficiencies are found, there will be corrective action made to staff by the CVAAAIL Director with consultation of the CVADD Executive Director.

The CVAAAIL shall assure participants have an opportunity to evaluate the services they receive. Client Satisfaction Surveys (CSS) will be performed on all programs annually. Surveys will be implemented through interviews, written surveys, postcard surveys, focus groups, or a combination of these. The CVAAAIL will analyze survey results and use the results for a review of quality measures, determine the impact of the services or service outcomes, and for program improvement. Results will be shared with the CVAAAIL Advisory Council and provided to the Department of Aging and Independent Living.

At least annually all participants who are receiving congregate and home delivered meals will have the opportunity to evaluate the meal program and provide valuable feedback, menu suggestions, and general comments.

### ***2.07—Related Documents and Materials Incorporated by Reference***

At the end of this document are all forms and reference materials required to be submitted as part of the RFP. The documents are the following:

1. Form 1 – Bidders information, delivery area and unit costs for FY 18
2. Form 2 – Bidders information
3. Site information and designated program services per site
4. Form 4 – Staffing Plans for all service programs
5. Calculations of Costs and Unit prices for all programs and services for FY 18
6. Assurance Forms:
  - a. Establishing Kentucky Resident Bidder
  - b. Applicant Assurance
  - c. Terms & Conditions for Official Application
  - d. DHHS Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973 as Amended
  - e. Assurance of Compliance with DHHS Regulation under Title VI of the Civil Rights Act of 1964
  - f. Assurance of Compliance with Americans with Disabilities Act of 1990
  - g. Legal Document Authorization
  - h. Invoice Authorization

- i. Board Members of the Qualified Agency
  - j. Bid Proposal Checklist
7. Documents to be provided by the Bidder as part of the RFP:
- a. Proof of Incorporation and By-Laws.
  - b. Proof of Good Standing with the Kentucky Secretary of State.
  - c. Chain of Command within the bidding agency or Organizational Chart.
  - d. Names and addresses of the Board of Directors.
  - e. Describe a back-up plan to provide services when designated staff is absent.
  - f. Bidding agency's Personnel Policies.
  - g. Job descriptions for key staff, if not included in the Personnel Policies.
  - h. Describe bidding agency's previous experience in delivering services to the elderly, including previous experience of the overall agency as well as experience specific to Title III, Nutrition and Homecare programs.
  - i. Discuss any proposed sub-contracts or delivery of service units.
  - j. Agency's Disaster Plan and Emergency Plan for the provision of services during a disaster.
  - k. Agency's Grievance Procedures for clients to voice complaints.
  - l. Provide documentation of general liability insurance and Workman's Compensation Insurance coverage that is maintained on all employees as prescribed by the laws of the Commonwealth of Kentucky.

## ***2.08—Information Technology Requirements***

## **Section 3—Terms and Conditions of the Contract**

### ***3.00—Beginning of Work***

The Contract is not effective and binding until approved by the CVAAAIL Advisory Council and the CVADD Board of Directors and a valid Contract has been fully executed. The Vendor 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.

### ***3.01—Contract Components and Order of Precedence***

The CVAAAIL's acceptance of the Contractors offer indicated by the issuance of a Contract award by the Cumberland Valley Area Development District shall create a valid Agreement between the Parties consisting of the following:

1. Any written Agreement between the Parties;
2. Any Addenda to the Solicitation;

3. The Solicitation, RFP # 2017-2018-0716, and all attachments, thereto, including Section 3 – Terms and Conditions of the Agreement with the CVADD;
4. The Kentucky Revised Statutes KRS A.695 and FAP111-43-00;
5. Any best and Final Offer;
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation; and
7. The Contractor's Proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

### ***3.02—Term of Contract and Renewal Options***

The initial Term of the Contract shall be for a period of one year from the effective date of the Award of Contract.

The Terms and Conditions of this Contract may be extended or amended according to the provisions of KRS Chapter 45A. This Contract may be renewed at the completion of the initial contract period for one additional year upon the mutual agreement of the Parties and approval of the Cumberland Valley Area Development District Board of Directors. Such mutual agreement shall take the form of a modification to the Contract under Section 3.03—Changes and Modifications to the Contract.

The CVAAAIL reserves the right not to exercise any or all renewal options if such an extension is determined not to be in the best interest of the CVAAAIL. The CVAAAIL reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Contract Officer to be in the best interest of the CVAAAIL. This Contract is to be effective July 1, **2016** and expire June 30, **2018** .

This agreement is not effective until the CVAAAIL Advisory Council, CVADD Board of Directors has approved the contract and until the contract has been fully executed.

The CVADD/CVAAAIL reserves the right to renew this contract for up to **one (1)** additional **one (1) year** period.

Renewal shall be subject to prior approval from the CVAAAIL Advisory Council and the CVADD Board of Directors. Such mutual agreement shall take the form of an addendum to the Contract under Section 3.03—Changes and Modifications to the Contract.

The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Sole Point of Contact listed on the Title Page to be in the best interest of the Commonwealth.

### ***3.03—Changes and Modifications to the Contract***

Pursuant to KRS 45A.210(1) and 200 KAR 5:311, 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 Contractor and the AAA, and incorporated as a written amendment to the Cumberland Valley Area Agency on Aging and Independent Living prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract. Modifications are not in effect until written approval is received within the last 80 days of the master agreement period.

If the Contractor finds at any time that existing conditions made modification of the Contract necessary, it shall promptly report such matters to the Contract Officer for consideration and decision.

### **3.04—Changes in Scope**

The CVADD/CVAAIL 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 the AAAIL through the process described in Section 3.04—Changes and Modifications to the Contract.

### **3.05—Cancellation**

The CVADD/CVAAIL shall have the right to terminate and cancel this agreement at any time upon thirty (30) days written notice served on the contractor by registered or certified mail outlining the reasons for the cancellation. The Second Party has the same such right to terminate said agreement, upon thirty (30) days written notice served on the CVADD/CVAAIL by registered mail or certified mail outlining the reasons for the cancellation.

### **3.06—Contract Conformance**

If the Contract Officer determines that deliverables due under the Contract resulting from this Solicitation are not in conformance with the terms and conditions of the Contract and the mutually agreed-upon project plan, the Contract Officer may request the Contractor to deliver assurances in the form of additional Contractor resources and to demonstrate that other major schedules will not be affected. The CVADD/CVAAIL shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Contractor.

### **3.07—Notices**

Unless otherwise instructed, all notices, consents, and other communications pertaining to the master agreement shall be in writing.

After the Award of Contract, all communications of a contractual or legal nature are to be made to the Contract Officer.

Cumberland Valley Area Development District  
Area Agency on Aging and Independent Living  
Leigh Powell  
P.O. Box 1740  
London, KY 40743  
606-864-7391  
Fax: 606-878-7361

### **3.08—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 as specified in Section 3.02.

The Contractor's invoice shall constitute an affirmation that the invoice truly and accurately represents work actually performed and expenses actually incurred. Payment by the CVAAAIL to the Second Party shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted by the fifth (5<sup>th</sup>) working day of each month following the month of service to the CVAAAIL by the Second Party. Payments will be made available to the contractor by the 15<sup>th</sup> of the month.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Payments on Memorandum of Agreements shall not be authorized for services rendered if the Legislative Research Commission's Government Contract Review Committee has disapproved the contract, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet.

### **3.09—Expenses**

The contractor shall only be reimbursed for those expenses that are expressly detailed in the Contract.

- a) Invoicing for fee: The contractor's fee shall be documented on an original invoice(s) detailing the work performed and the time frame in which it was performed.
- b) Invoicing for miscellaneous expenses: Allowable expenses shall be documented on an original invoice or certified copy.

### **3.10—Social Security**

The Second Party and all other parties so contracted for services under the scope of service of this Contract agree that they are cognizant that CHFS is not liable for Social Security contributions pursuant to 42 U.S Code, Section 418, relative to the compensation of the Second Party during the effective dates of this Contract.

### **3.11—Advertising Award**

The Contractor 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 the CVADD/CVAAIL.

### **3.12—No Required Use of Contract**

This contract does not guarantee any minimum use of services. The CVAAAIL 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.

### **3.13—Federal Funding Accountability and Transparency Act Compliance**

For agreements that include Federal funds, the Second Party shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency – 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 Second party 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 entries required to register for grant awards under these provisions. The Second Party must disclose to CHFS the names of the top five executives and total compensation for each, if:

1. More than 80% of the Second Party'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
2. Compensation information is not already available to the public (such as, through reporting the SEC).

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).

## **Section 4—CVADD/AAAIL Standard Terms and Conditions for Personal Service Contracts**

The following standard terms and conditions shall be applicable to the solicitation and any contract(s) awarded.

#### **4.00—The Contract**

**Whereas**, the first party, CVADD/AAAIL, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

**Whereas**, the Vendor, the contractor, is available and qualified to perform such function; and

**Whereas**, for the abovementioned reasons, CVADD/AAAIL desires to avail itself of the services of the Vendor;

**NOW THEREFORE**, the following terms and conditions are applicable to this contract:

CVADD/AAAIL and the Vendor agree to the terms and conditions as set forth in this Contract and as set forth in all Attachments incorporated by reference herein. This Contract and the Attachments incorporated by reference herein comprise a full and complete expression of the rights and obligations of the Parties as to the subject matter hereof and they shall supersede any and all other agreements, written or oral, heretofore made by the Parties.

#### **4.01—Attachment(s)**

The Attachment(s) as referenced in this Contract is/are incorporated into this Contract and is/are binding on all Parties. If an Attachment(s) is/are in conflict with this Contract and its contract clause(s), this Contract shall prevail.

#### **4.02—Effective Date of Contract and Earliest Date of Payment**

The Vendor agrees to perform the services and functions specified during the term of this Contract. This agreement is not effective and binding until recommended by the CVAAAIL Advisory Council and approved by the CVADD Board of Directors. CVADD/AAAIL shall provide timely notice to the Vendor of disapproval of this contract or any amendment thereto under KRS Chapter 45A. 690 – 725

#### **4.03—Contract Renewals**

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the CVADD/AAAIL in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

#### **4.04—LRC Policies**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

#### ***4.05—Choice of Law and Forum***

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

#### ***4.06—Cancellation***

The CVADD/AAAIL shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days' written notice served on the Vendor by registered or certified mail. The Vendor has the same such right to terminate said agreement, upon thirty (30) days written notice served on the CVADD/AAAIL by registered mail or certified mail outlining the reasons for the cancellation.

#### ***4.07—Funding Out Provision***

This Contract is expressly conditioned on the availability of state and federal appropriated funds. CVADD/AAAIL shall fund the delivery of services and supports, and activities under the terms and conditions of this Contract to the extent that the funding allocations specified are made available to CVADD/AAAIL. The Vendor shall have no right of action against CVADD/AAAIL in the event that CVADD/AAAIL is unable to perform its obligations under this Contract as a result of the suspension, termination, withdrawal, or failure of funding to CVADD/AAAIL or lack of sufficient funding to CVADD/AAAIL for any activities or functions contained within the scope of this Contract.

CVADD/AAAIL may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination of any cancellation or termination charges and without any other obligation or liability hereunder regardless of the terms of the contract. CVADD/AAAIL shall provide the Vendor thirty (30) calendar days' written notice of termination of the contract.

#### ***4.08—Reduction in Contract Worker Hours***

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

#### ***4.09—Authorized to do Business in Kentucky***

The Vendor 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.

The Vendor 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.

#### ***4.10—Registration with the Secretary of State by a Foreign Entity***

Pursuant to KRS 45A.480 (1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity unless that foreign entity, on the records of the Secretary of State, holds a certificate of authority or a statement of foreign qualification. In addition, KRS 14A.9-010(6) states that in order to be eligible for award of a state contract under KRS Chapter 45A or 176, a foreign entity shall have a certificate of authority or a statement of foreign qualification. A Foreign entity is defined within KRS 14A.1-070.

Foreign entities not currently registered with the Secretary of State for a certificate of authority or a statement of foreign qualification must do so prior to the award of a contract. Foreign entities may register through the following online system:

<https://secure.kentucky.gov/sos/ftbr/welcome.aspx>

#### ***4.11—Purchasing and Specifications***

The Vendor certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of-interest laws and principles, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

#### ***4.12—Conflict-of-Interest Laws and Principles***

The Vendor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

#### ***4.13—Campaign Finance***

The Vendor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Vendor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

#### **4.14—Access to Records**

The Vendor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The Vendor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the Vendor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

#### **4.15—Protest**

The CVADD shall have authority to determine protests and other controversies of actual or prospective Vendor or Contractor in connection with the solicitations or selection for award of a contract.

Any actual or prospective Vendor or Contractor, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with CVADD/AAAIL. 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:

Leigh Powell  
CVADD/AAAIL  
PO Box 1740  
London, KY 40743  
Tel: 606-864-7391 or 800-795-7654  
Fax: 606-878-7361

The CVADD shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

If the Offeror or Contractor is not satisfied with the decision of the CVADD/AAAIL, he/she can request a state administrative hearing. See Kentucky Administrative Regulations 910 KAR1:140 Appeals Procedures.

#### **4.16—Social Security**

The Vendor and all other parties so contracted for services under the scope of service of this contract are cognizant that the CVADD/AAAIL **is not** liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the Vendor for this contract.

#### **4.17—Violation of Tax and Employment Laws**

KRS 45A.485 requires the Vendor to reveal to the CVADD/AAAIL, prior to the award of a contract, any final determination of a violation by the Vendor 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 the state sales and use tax, corporate and utility 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 Vendor shall report any such final determination(s) of violation(s) to the CVADD/AAAIL 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 Vendor shall be in continuous compliance with the provisions of those statutes which apply to the Vendor's operations, and that the Vendor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the CVADD/AAAIL's cancellation of the contract and the Vendor's disqualification from eligibility for future contracts for a period of two (2) years.

Vendor must check one:

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

\_\_\_\_\_ The Vendor 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).

A list of such determination(s) is attached.

**4.18– Discrimination Prohibited (Because of Race, Religion, Color, National Origin, Sex, Sexual Orientation, Gender Identity, Age, or Disability)**

During the performance of this contract, the Second Party shall:

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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 the contractor may be declared ineligible for

further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Vendor will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all implementing regulations and executive orders. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the basis of race, color, age, religion, sex, disability or national origin.

If a recipient of Federal Financial assistance, shall comply with Executive Order 13166, Federal Register Volume 65. No.50121, including but not limited to, language providing services to improve access to its programs and activities for persons, who, as a result of their national origin, are limited in their English proficiency ("LEP"). The language services shall:

- a) Be consistent with the general guidance document (LEP Guidance) 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; providing notice to LEP persons; monitoring compliance and updating the plan.)

#### ***4.19—Minority Recruitment, Hiring and Reporting Requirements***

The Vendor shall maintain and provide documentation, as needed, of its minority recruiting and hiring policies and procedures, and make available, upon request, a report of these activities.

#### ***4.20—Assignment***

This Contract shall be binding upon and inure to the benefit of the respective legal successors of the Parties. However, neither this Contract nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of CVADD/AAAIL,

#### **4.21—Bankruptcy**

In the event the Vendor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the CVADD/AAAIL's right to terminate this Contract may be subject to the rights of a trustee in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee:

- a. promptly cures all defaults under this Contract;
- b. promptly compensates the CVADD/AAAIL for the monetary damages incurred as a result of such default, and
- c. provides adequate assurance of future performance, as determined by the CVADD/AAAIL.

#### **4.22—Vendor Cooperation in Related Efforts**

The CVADD/AAAIL may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Vendor shall fully cooperate with such other Vendors and CVADD/AAAIL employees. The Vendor shall not commit or permit any act that will interfere with the performance of work by any other Vendor or by CVADD/AAAIL employees.

#### **4.23—Notice**

Unless otherwise provided, all notices, consents, and other communications required and/or permitted by this Contract shall be in writing as specified in Section 5.07 and shall be deemed given to a Party when:

- a. Delivered to the appropriate address by hand, United States Postal Service, or by a nationally recognized overnight courier service (costs prepaid);
- b. Sent by facsimile with confirmation of transmission by the transmitting equipment; or
- c. Received or rejected by the addressee if sent by certified mail, return receipt requested.

If personally delivered, such notice shall be effective upon delivery and if mailed as provided for above, such notice shall be deemed effective three (3) calendar days after it is placed in the mail.

#### **4.24—Headings**

The section headings in this Contract are for reference and convenience only and shall not have any effect on the construction or legal effect of this Contract.

#### **4.25—Severability**

It is understood and agreed by the Parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid, if the remainder of the Contract is capable of performance.

#### **4.26—Indemnification**

The Vendor shall indemnify and hold harmless CVADD/AAAIL and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of (a) this Contract; (b) any and all acts of the Vendor and or its Subcontractor(s); (c) the policies and procedures of the Vendor, specifically including all Vendor employment practices employed by Vendor during the term of this or any prior Agreement with CVADD/AAAIL; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by Vendor or any of Vendor's employees or agents or Subcontractors; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by CVADD/AAAIL in an unauthorized manner, provided that such action was not taken by Vendor or as a result of the express written request of CVADD/AAAIL; or (f) Vendor's failure to comply with any applicable state or federal laws or regulations.

Provided, however, in the event the Vendor is a state agency or subcontracts for services with a state agency subject to the jurisdiction of the Board of Claims pursuant to KRS 44.070 through KRS 44.160, the state agency's tort liability shall be limited to an award from the Board of Claims up to the jurisdictional amount.

#### **4.27—Sovereign Immunity**

The Parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver by CVADD/AAAIL of any immunities from suit or from liability that CVADD/AAAIL may have by operation of law.

#### **4.28—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, or utility failures shall not be construed as non-performance, nor shall reductions be applied as a result of such events, provided that CVADD/AAAIL shall have the right to obtain the necessary services elsewhere in the event of such non-performance by the Vendor and the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Vendor shall cooperate and shall require that any Sub Vendor cooperate with CVADD/AAAIL 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 in writing with proof of

receipt within five (5) business days of the existence of a force majeure event or otherwise waive this right as a defense.

#### **4.29—Obligation of Good Faith**

Each party shall be obligated to act in good faith in the performance and enforcement of its obligations herein, and shall deal fairly, honestly and reasonably with the other party, having due regard for all relevant facts and circumstances.

#### **4.30—Code of Ethics**

The Vendor and all professional personnel who may provide services under this contract or any subcontract with the Vendor shall be familiar with and abide by any and all code of ethics or conduct as designated by CVADD/AAAIL that have been established by a national or regional association and are generally recognized as being applicable. Failure of the Vendor to abide by the applicable code of ethics shall result in the immediate termination of the contract.

#### **4.31—Influence on Purchasing and Other Business Transactions**

The Vendor shall not attempt, in any manner, to unlawfully influence any business transactions in any way or respect, nor attempt in any way to influence specifications for or purchasing of services, commodities, or equipment by the CVADD/AAAIL.

#### **4.32—Notices and Pamphlets**

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Vendor, pursuant to this Contract, shall include a statement identifying the appropriate source of funds, for the project or service, including but not limited to, identifying whether the funding is in whole or in part from federal, CHFS, CVADD/AAAIL or other state funds.

#### **4.33—Service Delivery Requirements**

All services provided by the Vendor under the terms and conditions of this Contract shall be delivered in accordance with:

- a. All applicable federal and state statutes and regulations as they are currently in effect;
- b. All commitments and assurances as set forth in all CVADD/AAAIL grant awards with respect to goals, strategies, funding, and outcomes made by the CVADD/AAAIL as required by and contained in grant applications to federal agencies, foundations, and other agencies providing grant funding and in the resulting award notices from those agencies; and

- c. All final federally-funded grant award terms and conditions, including federal reporting and expenditure requirements, for any federally-funded proposed project developed jointly by the Vendor and CVADD/AAAIL and submitted to a federal agency.

#### **4.34—Roles and Responsibilities for Proposed and Existing Staff**

The roles and responsibilities and the written qualifying criteria for all personnel to be employed under the scope of work for all projects funded under this Contract, including any proposed employees under subcontract to the Vendor, shall be in compliance with state and federal laws governing the distribution of funds and the performance of activities as set forth in this Contract. The Vendor shall maintain and make available, upon written request, documentation of all personnel policies and procedures that govern the recruitment, hiring and performance evaluation for all personnel funded under this Contract. All employees hired by the Vendor or its subcontractors and funded under the terms and conditions of this Contract, shall have position descriptions which set out the required qualifications, skills and knowledge required to complete the scope of work as set out under this Contract.

#### **4.35—Terms and Conditions of Contract Payments**

The Vendor shall not begin work on this Contract until CVADD/AAAIL or its authorized designee has approved the Contract.

CVADD/AAAIL shall make payment to the Second Party only after:

1. The Contract is approved by the CVADD Board of Directors;
2. An invoice is submitted in the form described herein.

Once approved, CVADD/AAAIL shall make payment to the Vendor within thirty (30) business days of receipt of accurate, acceptable and timely invoices, as specified in the Contract, submitted by the Vendor under the terms and conditions of the Contract. Invoices shall be submitted every thirty (30) days unless this Contract specifies a different submission time period. Separate invoices shall be submitted for each distinct matter and signed by the individual responsible for that matter. Issuance of an invoice to the CVADD/AAAIL by the Vendor constitutes an affirmation that the invoice truly and accurately represents work actually performed and expenses actually incurred. Payment is contingent upon Vendor's continued satisfactory performance throughout the duration of the Contract, as determined by CVADD/AAAIL.

CVADD/AAAIL shall reimburse the Vendor for services rendered only. If, for any reason, the Vendor is unable to render services, CVADD/AAAIL shall not be liable for payment to the Vendor for the time period in which the Vendor does not provide the services for which CVADD/AAAIL contracted.

Payment is subject to the availability and allocation of local agency or governmental funds, or state or federal funds necessary to finance the performance of the services described in this

Contract. CVADD/AAAIL retains the right to withhold payment if the Vendor does not comply with CVADD/AAAIL programmatic and fiscal reporting and monitoring requirements.

#### **4.36—Total Amount of Funds and Budget Revisions**

The Vendor shall not be reimbursed for any expenses other than those expressly prescribed in this Contract and other Attachments incorporated herein by reference. CVADD/AAAIL shall have the right to recoup the amount of any overpayment, regardless of the reason for the overpayment. Any reconciliation or settlement of fund balances contained in the Summary Line Item Section of this Contract shall be negotiated between CVADD/AAAIL and the Vendor and determined as soon as feasible before the end of the scope of work as set forth under the Contract.

The Vendor shall not request a budget revision after March 15th of the contract period.

#### **4.37—Travel and Travel Hourly Rate**

The Vendor shall be paid for no travel expenses unless and except as specifically authorized under the specifications of this Contract. Travel reimbursement for activities under the terms and conditions of this Contract shall be in accordance with the Legislative Research Commission Government Contract Review Committee Travel Policy #98-1 and 200 KAR 2:006. It is the intent of the CVADD/AAAIL that the Vendor's employees and the subcontractor's employees are reimbursed for travel expenses at rates not to exceed the travel reimbursement rates authorized for state employees. No travel time or travel expenses shall be included in the hourly rates of the Vendor's employees, or any subcontractor's employees to the Vendor, under this Contract.

#### **4.38—Subcontractors**

*Unless provided for in the Solicitation*, the Vendor shall make no subcontract with any other party for furnishing any of the work or services herein contracted without written consent of the Sole Point of Contact listed on the Title Page. This provision shall not require the approval of contracts of employment between the Vendor and personnel assigned for services thereunder. The Vendor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used.

All references to the Vendor shall be construed to encompass both the Vendor and any subcontractors of the Vendor.

#### **4.39—Responsibility for Subcontractor Contract Requirements**

The Vendor shall have a Contract with any subcontractor that the Vendor contracts with to meet the statement of work, method of payment, and deliverables of this Contract that specifies the responsibilities of the parties and the cost. In addition, the Vendor's Contract with the subcontractor shall specify that all requirements of this Contract are applicable and binding on the subcontractor. Any plan to subcontract any of the provisions of this Contract must be set forth in the Vendor's proposal for the delivery of products or services and included in the body of

the contract in the subcontractor's section. The subcontractor must make available to the Vendor and to CVADD/AAAIL, if requested, copies of personnel records and documentation of employees' compliance with the terms and conditions of this Contract.

No obligation or right of the Vendor under this Contract shall be subcontracted to another, without prior written approval, of CVADD/AAAIL after CVADD/AAAIL has had the opportunity to review all contract documents setting forth the terms and conditions for the subcontract. The Vendor, upon the CVADD/AAAIL's request, shall submit the subcontract for approval to the Sole Point of Contact listed on the Title Page.

#### ***4.40—Subcontractor Monitoring Requirements***

The Vendor shall monitor subcontractors for programmatic and fiscal compliance with the terms and conditions of this Contract and those specific provisions set out under the Vendor's contract with the subcontractor. The Vendor agrees to utilize restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws regulations, and terms and conditions of the federal grant award in contracting with subcontractors.

Vendor further understands and agrees, and shall ensure that any Subcontractor understands and agrees, that CVADD/AAAIL and any of its duly authorized agents or representatives shall have access to any books, documents, papers, records, or any other materials which are pertinent to this contract or Subcontract, for the purposes of making monitoring, auditing, examination, excerpts, and transcriptions.

#### ***4.41—Cost Principles, Requirements and Limitations***

The Second Party shall conform to the cost principles as set forth in 200 KAR 5:317; 2 CFR, Part 200; 45 CFR, Part 74; and 48 CFR, Part 31, as applicable. Where applicable and as revised, 45 CFR Parts 92, 96; Office of Management and Budget (OMB) Circulars A-122, A- 21, A-87, A-102, A-110, unless excluded by Federal laws or regulations. In addition to other provisions required by the Federal funding agency, all contracts issued under a Federal grant must comply with 2 CFR, Part 200, Appendix II, where applicable.

#### ***4.42—Requirements and Limitations on Indirect Cost Requirements***

This provision is applicable to contracts that are of a cost reimbursement type. Pursuant to 2 CFR, Part 200 (previously OMB A-87, OMB A-122 or OMB A-21, as revised or applicable), the Second Party shall maintain a written indirect cost allocation plan of direct and/or indirect costs. In all cases, the Second Party shall be responsible for any and all liability resulting from the inclusion of unallowable costs as outlined in 2 CFR, Part 200, Subpart E.

If the Second Party has **not been identified as a sub-recipient**, then the Second Party shall adhere to the following: total indirect administrative costs allowable under this contract shall not exceed the lesser of actual cost incurred or ten percent (10%) of the total contract amount.

If the Second Party has been identified as a **sub-recipient of federal funds in accordance with 2 CFR §200.330**, then the Second Party shall adhere to the sub-recipient requirements outlined in Section 2 of this contract. (Note that the word "Sub-recipient" will appear within the descriptions included on the contract).

#### **4.43—Financial Record Retention**

The Vendor agrees to maintain all records pertaining to this contract for a period of not less than three (3) years after all matters pertaining to this contract (e.g., audit, settlement of audit exceptions, disputes) are resolved in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this contract).

#### **4.44—Audit Requirements**

In the event that the contract is funded in whole or in part by a federal agency, and the Vendor is a non-federal entity identified within the contract as a sub recipient, the Vendor shall have a single audit conducted in accordance with Government Auditing Standards (GAS), Generally Accepted Auditing Standards (GAAS), and 2 CFR, Part 200, Subpart F (OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, where applicable) issued by the Comptroller General of the United States and the Office of Management and Budget as amended. See current requirements at <http://www.whitehouse.gov/omb/circulars/index.html>.

The audit report's accompanying financial statements shall be issued in accordance with Generally Accepted Accounting Principles (GAAP) and reflect its financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited.

The audit shall cover each fiscal year period of the contract duration, and a copy of the Vendor's audit report(s), federal schedule of expenditures, supplemental information by cost center and/or program and audit findings with corrective action plan shall be submitted to the agency contact identified in Section 4.01, within nine (9) months after the fiscal year end.

Should the audit report refer to a separate management letter of findings, the Vendor shall include a copy of the management letter with the audit report and comments and/or a corrective action plan. All material findings shall be reported in the audit section of audit findings and shall include the management's response and/or corrective action as required by 2 CFR, Part 200, Subpart F (OMB Circular A-133, where applicable).

The audit report shall include a schedule of expenditures of federal awards as stipulated by 2 CFR, Part 200, Subpart F (OMB Circular A-133, where applicable) requirements and shall contain the following:

- a. The Catalog of Federal Domestic Assistance (CFDA) number;

- b. CFDA title/description;
- c. Pass-through entity's name and contract number.
- d. Entity's DUNS Number and Business name, as registered with the DUNS Number; and
- e. All other information as required in 2 CFR, Part 200.

The audit report shall include supplemental information of all federal grant and/or award expenditures by cost centers and/or programs identifying all administrative and indirect cost for each state fiscal year. The Vendor shall include in the supplemental information a list of their subrecipients of federal monies received through this Contract and provide the following:

- a. Subrecipients name;
- b. CFDA number, title/description;
- c. Subrecipient's contract number;
- d. Subrecipient's expenditures; and
- e. All other information as required in 2 CFR, Part 200.

A copy of the engagement letter shall be submitted to the agency contact identified in Section 3.07 no later than three (3) months prior to the Vendor's fiscal year end, unless the Cabinet grants an extension in writing. If the Auditor of Public Accounts (APA) is to perform the audit, the name of the APA auditor and the anticipated start date shall be submitted to the agency contact identified in Section 3.07 no later than three (3) months prior to fiscal year end, unless that office or its designee grants an extension in writing.

#### ***4.45—Response/Compliance with Audit Findings***

The Vendor shall take action to ensure its or a subcontractor's compliance with or correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the services and deliverables or any other deficiency contained in any audit, review, or inspection conducted under this section. This action will include Vendor's delivery to CVADD/AAAIL, for CVADD/AAAIL's approval, a Corrective Action Plan that addresses deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

The Vendor shall bear the expense of compliance with any finding of noncompliance under this Section that is:

- a. Required by a Kentucky or Federal law, regulation, rule or other audit requirement relating to Vendor's business;
- b. Performed by Vendor as part of this Contract; or

- c. Necessary due to Vendor's noncompliance with any law, regulation, rule, or audit requirement imposed on Vendor.

CVADD/AAAIL may impose allowable sanctions pursuant to 2 CFR, §200.505 and §200.338 upon the Vendor's noncompliance with the requirements in Sections 4.30 or 4.31 of this agreement.

#### **4.46—Equipment and Furniture**

The Vendor shall not purchase equipment or furniture with contract funds, unless and except as specifically authorized under the scope of work and specifications of this Contract.

#### **4.47—Property of CVADD/AAAIL**

Property purchased by Vendor for the purposes of fulfilling the requirements of this Contract, and which may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies are considered the property of CVADD/AAAIL with any single item purchase of \$500.00 or more, as well as single item purchases of \$5000.00 or more (capital expenditures), requiring prior approval by the CVADD/AAAIL. Any Capital Expenditures of \$5,000 or more with Federal Dollars must also have the Federal Agency Prior Approval before the Federal government will allow the costs in accordance with 2 CFR, Part 200 (OMB Circular A-87, where applicable). All computer and information technology equipment purchases, regardless of cost, require prior approval from the Office of Administration and Technology Services and must comply with state technology standards. All required prior approvals shall be obtained by e-mailing the Sole Point of Contact listed on the Title Page. This property will remain as such, unless otherwise set forth in this Contract or other controlling documents incorporated herein by reference.

#### **4.48—Property Control Ledger/Logs**

The Vendor shall maintain a property control ledger/log that lists all property and/or furniture provided (whether leased or purchased) by CVADD/AAAIL with funds from this contract. As items are procured, a copy of the information that follows must be provided immediately to the CVADD/AAAIL Agency Property Officer such that a bar-coded Asset Tag can be assigned for all items with a cost of \$500 or more. The Vendor shall immediately affix the tag provided to the corresponding property.

- a. CVADD/AAAIL Property Tag Number;
- b. Equipment serial number;
- c. Full Description of the item including make, model, color, etc;
- d. Unit invoice to include all cost (i.e. upgrades to the item such as additional computer memory purchased);
- e. Date of purchase and/or lease;

- f. Location where the equipment and furniture are located, include full address and building number when applicable; and
- g. Name of individual responsible for the equipment.

Once tagged and upon receipt of the following information for all items purchased, the CVADD/AAAIL's first party will secure insurance coverage for the item. If the Vendor fails to report the required information, loss of the item will be at their expense.

If there is a change to the information above during the course of this contract, a CVADD/AAAIL - CHFS 117 form is required to be submitted to the CVADD/AAAIL Agency Property Officer.

#### **4.49—Requirement of Inventory**

##### **1. Inventory Tracking**

The Vendor shall conduct a complete, physical inventory of all equipment and/or furniture provided by CVADD/AAAIL and/or purchased with funds from this contract and provide such to the CVADD/AAAIL Agency Property Officer by February 1<sup>st</sup> of each year unless otherwise stated herein. Said findings shall include the information in section 9.48 as well as acknowledgement that the item was located or missing, and where applicable the steps taken to locate the item and/or report such to the police. If an item is/has been transferred to another location or there is a custodian change, a CHFS-117 form is to be immediately completed and routed to the CVADD/AAAIL's Agency Property Officer, but no later than February 1<sup>st</sup>, or as otherwise stated, with the corresponding inventory.

##### **2. Loss/Destruction**

The Vendor shall immediately notify the CVADD/AAAIL if an item purchased by CVADD/AAAIL is damaged, missing, or stolen. In compliance with KRS 45.313, the Vendor shall forward in writing to CVADD/AAAIL the item description and corresponding property tag number with a written explanation of how the item was damaged, missing, and a police report if the item was stolen. The CVADD/AAAIL will immediately notify the Agency Property Officer, such that the proper steps can be taken to document/claim this loss to support replacement of the item if possible.

##### **3. Surplus**

All state owned property and supplies no longer needed, may be declared surplus and disposed of upon prior approval from the CVADD/AAAIL. The CVADD/AAAIL staff are responsible for sanitizing all computer equipment prior to disposal. Upon identification of items to be surplus or returned, the Vendor shall complete a CVADD/AAAIL – CHFS B-217 form and mail it to the CVADD/AAAIL Agency Property Officer within thirty (30) calendar days when any of the following occurs:

- a. The equipment or furniture is no longer needed by the Vendor and is available for surplus;
- b. The contract is terminated; or
- c. The contract period ends and will not be renewed.

Upon receipt of the B-217, the CVADD/AAAIL's property officer shall review the fixed asset information and advise if the disposal method requested is approved. If the item(s) were purchased by federal funds, any funds received from the sale of the equipment having an acquisition cost of \$5,000 or more, must be credited against the appropriate federal grant.

As soon as possible, but no later than five (5) business days of terminating this contract for any reason, the Vendor shall deliver to CVADD/AAAIL a complete and current inventory, including the information referenced in Section 9.48, of any and all of the CVAD/AAAIL's equipment and furniture in its possession, custody, or control. Within thirty (30) business days of the contract expiration/termination date, the Vendor shall return or make available any equipment and/or furniture.

If needed, both the CHFS 117 and B-217 forms can be obtained by contacting Sole Point of Contact listed on the Title Page.

#### **4.50—Litigation Bond**

The Offeror must provide a Litigation Bond in the amount of one hundred thousand dollars (\$100,000). The Litigation Bond shall remain in effect for two (2) years from the deadline for Proposal Submission. The Litigation Bond must be in the form of a policy or certificate issued by a surety company licensed to do business in the Commonwealth of Kentucky. In lieu of a Litigation Bond, an Offeror may file securities or an irrevocable Letter of Credit in the form required by KRS 154A.100 and KRS 154A.600 (5).

The CVADD/AAAIL reserves the right to make a claim upon the Litigation Bond if all of the following apply:

The Offeror brings any legal action against the jurisdiction, the CVADD/AAAIL, any officer or employee of the CVADD/AAAIL, any consultant or employee of a consultant under Contract with the CVADD/AAAIL, or any Retailer, over the issuance of the RFP, the selection of the Successful Offeror, or execution of a Contract with the Successful Offeror.

The jurisdiction, the CVADD/AAAIL, or such other party is the prevailing party at the conclusion of the legal action.

A court determines that the action or any portion thereof was frivolous or was brought in bad faith, or was not brought upon reasonable grounds.

Following the signing of a Contract with the Successful Offeror, the Litigation Bond of any Offeror may be released upon acceptance by the CVADD/AAAIL of an Offeror's covenant not to sue.

#### **4.51—Maintenance of Insurance**

During the term of this Contract, the Vendor shall maintain and shall require any Subcontractor to maintain their directors and officers liability insurance, workers' compensation insurance, employer liability insurance, and such other liability insurance as reasonably necessary in the Vendor's business judgment to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of the Vendor and the Subcontractor(s) in the performance of this Contract. The Vendor shall provide or cause to be provided and shall require any Subcontractor to provide or cause to be provided evidence of such coverage upon request.

To the extent that the Vendor and any Subcontractor are not self-insured, each shall, in any event, name CVADD/AAAIL as an additional insured on any policy of coverage, with the exception of the workers compensation and any reinsurance. The Vendor and any Subcontractor shall notify CVADD/AAAIL of the evidence of insurance coverage within five (5) business days of coverage. Notice shall be sent in writing to the Department.

CVADD/AAAIL shall not be responsible for any premiums or assessments on the policy or policies held by the Vendor or any Subcontractor under this Contract. CVADD/AAAIL may, at its sole option, pay one or more premiums, if it decides that to do so would be in the best interest of the CVADD/AAAIL. Should CVADD/AAAIL exercise this option, it shall be fully reimbursed by the Vendor, either by Vendor directly or by an offset against future payments.

The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer shall not cancel the coverage without thirty (30) days prior written notice to CVADD/AAAIL.

Vendor shall notify CVADD/AAAIL within five (5) business days of any cancellation or interruption of Vendor or Subcontractor's insurance coverage. CVADD/AAAIL shall require in any subcontracts that the Subcontractor provide such notice within five (5) business days the Vendor and CVADD/AAAIL. Vendor shall assure and require that any Subcontractor assure that insurance is in effect at all times during the life of this Contract. If their respective insurance coverage expires at any time during the term of this Contract, the Vendor and any Subcontractor shall provide at least thirty (30) calendar days prior to the expiration date, to the extent possible, a new Certificate of Insurance evidencing coverage as provided herein for not less than the remainder of the term of this Contract.

#### **4.52—Research Project Approval and Institutional Review Board Requirements**

Any proposed research project undertaken under the terms and conditions of this Contract shall follow the procedures and protocols established under 900 KAR 1:060 which provide for a Cabinet review of research projects supported or funded in whole or in part through CHFS. If the proposed research project involves human subjects, it shall comply with federal regulations

45 CFR 46 and the requirements of the Cabinet's Institutional Review Board for the Protection of Human Subjects, which CHFS is required to establish and maintain to protect the rights and welfare of human subjects of research conducted or sponsored by CHFS. The project manager assigned by CHFS will provide all documentation and protocols for review and approval by the Cabinet for Health and Family Services Institutional Board. No research may begin until such time as the Board reviews and approves the project.

#### ***4.53—Scientific Misconduct***

The Vendor shall set out a procedure for the inquiry, investigation, appeal, and disposition of complaints alleging misconduct in activities involving any and all research projects funded, in whole or in part, with federal funds included in this Contract, and as authorized under the Public Health Services research grants. Such policies and procedures shall be in accordance with the provisions of 42 CFR 50.101 to 50.104 and 900 KAR 1:080 as amended, and shall be made available, upon request, to the Cabinet for Health and Family Services. The Vendor shall immediately report to CHFS and CVADD/AAAIL any activity reported to the Vendor under these terms and conditions. Notice shall be sent in writing to the Department.

#### ***4.54—Intellectual Property***

The Vendor agrees that any formulae, methodology, other reports and compilations of data provided by the CVADD/AAAIL to the Vendor for the purposes of meeting the terms and conditions of this Contract shall be the exclusive property of the CVADD/AAAIL, unless the specific ownership of any proposed or developed formulae, methodology or data compilation analyses is otherwise identified in any Attachment(s). The Vendor further agrees that any formulae, methodology, other reports and compilations of data prepared or produced by the Vendor during the course of work pursuant to this Contract shall be made available to CVADD/AAAIL for the CVADD/AAAIL's use upon request and without charge. Any use of these materials other than for the purposes of meeting the terms and conditions of this Contract must be reviewed and approved in advance by CVADD/AAAIL. If any of these materials are included in any publication, training materials or presentations, or for any other type of release of this material other than for the purposes of meeting the terms and conditions of this Contract, appropriate credit for the funding source must be given. This provision shall be included in any subcontract, including contracting for staff, issued by the Vendor under this Contract.

Any proposed project under the scope of work for any of the Projects set forth under the Summary Line Item Section in this Contract shall include specific documentation and justification for titles of ownership as:

- a. Patents;
- b. Trademarks as proposed or registered with the U. S. Patent and Trademark Office; or
- c. Copyrights proposed or certified with the Library of Congress, U.S. Copyright Office.

#### ***4.55—Provisions for Termination***

The Contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

This Contract may be terminated:

- a. If the Vendor is in default of its contractual obligations, after the CVADD/AAAIL has provided the Vendor written notice of the identified deficiencies and a specified time to cure;
- b. For convenience of the CVADD/AAAIL by providing the Vendor thirty (30) calendar days written notice of termination;
- c. Immediately for cause; or
- d. Upon less than thirty (30) calendar days' notice to the Vendor, upon written determination of the CVADD/AAAIL.

All termination notices shall be sent certified mail, return receipt requested and in accordance with 200 KAR 5:312.

#### ***4.56—Turnover Assistance***

Upon receipt of notice of termination of the Contract from CVADD/AAAIL, the Vendor shall provide any turnover assistance reasonably necessary to enable CVADD/AAAIL to effectively close out the Contract and move the work to another vendor or to perform the work by itself.

#### ***4.57—Remedies for Breach***

It is agreed by the Parties that in the event of breach of contract by the Vendor, CVADD/AAAIL may pursue any remedy available to it pursuant to this Contract, or to the provisions of KRS Chapter 45A, or any remedy that is available to it by law. The remedies available to CVADD/AAAIL may be invoked without regard to the existence of any other available remedy, and may include the enforcement of any holdback provision or payment of any specified liquidated damages by the Vendor to CVADD/AAAIL or noncompliance as provided for in this Contract.

#### ***4.58—Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions***

In accordance with Federal Acquisition Regulation 52.209-5, the Second Party certifies the following:

- a.) That neither it nor its principals and/or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency;

- b.) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such as prospective participant shall submit an explanation in writing to CVADD/AAAIL; and
- c.) That should the Second Party or its principals, and/or its subcontractors become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, it shall immediately by telephone and within five (5) business days in writing notify CVADD/AAAIL of same.

“Principals”, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.

#### ***4.59—Licensure, Certification, and Registration***

The Vendor shall:

- a. Ensure that each employee under contract or in its employ obtains and maintains all appropriate licenses, registrations, and/or certifications (at all times) necessary to the extent such are required for performance under this Contract;
- b. Ensure that it has readily accessible copies of licenses, registration and/or certifications necessary for each employee under contract or in its employ; and
- c. Produce copies of any employee’s license, registration and/or certification at the request of CVADD/AAAIL.

#### ***4.60—Permits, Licenses, Taxes and Commonwealth Registration***

The Vendor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this Contract is performed.

The Vendor 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. Additional local registration or license may be required, which shall be the responsibility of the Vendor.

The Vendor shall pay any sales, use, personal property and income taxes arising out of this Contract and the transaction contemplated hereby. Any other taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Vendor.

#### ***4.61—Legal Proceedings***

Except as specifically disclosed in writing to CVADD/AAAIL by the Vendor, prior to the date of this Contract, Vendor certifies there are no suits, investigations, or other proceedings pending or threatened against Vendor or any subcontractor which would have a material effect on Vendor's ability to perform under this Contract, or on Subcontractors ability to perform under their respective subcontracts, if applicable. Further, the Vendor shall use its best efforts to notify CVADD/AAAIL within one (1) business day, and in writing within three (3) business days, of all suits, investigations, or other proceedings involving Vendor related to this Contract.

#### **4.62—Certification of Lobbying Activities**

Vendor shall disclose any lobbying activities in accordance with Section 1352, Title 31, U. S. Code. The Vendor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **4.63—Certification Regarding Drug Free Workplace**

The Vendor hereby certifies that it will, or will continue to, provide a drug free workplace in accordance with 45 CFR Part 182. The Vendor shall at a minimum:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited from the Vendor's workplace and specifying actions that will be taken against employees for violation of such prohibition;

- B. Establish an ongoing drug free awareness program to inform employees about:
1. The dangers of drug abuse in the workplace;
  2. The Vendor's policy of maintaining a drug free workplace;
  3. Available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violation.

#### **4.64—Confidential Information**

The Vendor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the CVADD/AAAIL, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the CVADD/AAAIL in writing to the Vendor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the Vendor. The Vendor shall have an appropriate agreement with its employees to that effect, provided however, that the foregoing will not apply to:

1. Information which the CVADD/AAAIL has released in writing from being maintained in confidence;
2. Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or
3. Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the Vendor; or
4. Information required to be disclosed by law.

The Vendor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

#### **4.65—Confidentiality, Confidentiality Agreements and Limitations on Information and Data Use**

The Vendor agrees that it and any employee or agent acting on its behalf in providing services under this Contract will abide by the state and federal rules and regulations governing access to and use of information and data provided by CVADD/AAAIL or collected by the Vendor and will use such information or data only for those purposes expressly delineated, defined and

authorized in this Contract. In the performance of services under this Contract, the Vendor agrees as follows:

- a. The Vendor shall cause all personnel who may have access to confidential information provided by CVADD/AAAIL to enter into CVADD/AAAIL approved confidentiality agreements and shall maintain such confidentiality agreements on file. CVADD/AAAIL reserves the right to direct the removal from contract administration, or the termination of access to CVADD/AAAIL provided information, for any individual covered by this Contract who has not signed a confidentiality agreement.
- b. Any subcontractor, their agent, and any of their employees who enter into any type of agreement to fulfill the requirements of this contractual agreement with the Vendor, must provide written assurances that they and any of their agents will abide by the terms of confidentiality as set forth in this Contract, as well as any federal or state confidentiality agreements which may govern the terms and conditions in this Contract.
- c. Any dissemination of information about projects funded and the scope of work described in the terms and conditions of this Contract, must be fully documented and reviewed by the Cabinet's project manager before any representation, electronic or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.
- d. The Vendor shall permit unrestricted access on demand to personnel of the Cabinet, the Office of the Attorney General, the Office of the Auditor of Public Accounts, and any representative of a government funding agency authorized to review records for audit or investigation purposes to its current policies and procedures for ensuring compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and subcontractor confidentiality assurances.

#### ***4.66—HIPAA Confidentiality Compliance***

The Vendor 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) to protect the security, confidentiality, and integrity of health information. In the event, the Vendor is determined to be a business associate under HIPAA Privacy Rule, the Vendor agrees to execute a separate Business Associate Agreement, and use and disclose Protected Health Information only in accordance with HIPAA Privacy Rule.

#### ***4.67—No Grant of Employment or Agency***

Nothing in this Contract shall be construed, in any way, as granting to any individual providing services under the Contract any of the claims, privileges, or rights established or recognized under KRS Chapter 18A or KAR Title 101.

At no point shall any individual providing services under this Contract be considered an employee of CVADD/AAAIL, for any purpose, including but not limited to unemployment, taxes,

withholding, health insurance, liability, retirement, workers' compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee of the Vendor.

In no event shall any employee of the Vendor be deemed to be a third-party beneficiary of this Contract or an agent or an employee of the CVADD/AAAIL.

## **Section 5—Procurement Process and Requirements**

### ***5.00—Rules of Procurement***

To facilitate this procurement, various rules have been established. These are described in the following paragraphs.

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.

### ***5.01—Approach***

The CVADD/AAAIL in the exercise of its lawful duties, has determined that the services outlined in this Solicitation are necessary for the performance of the statutory and regulatory requirements of the CVADD/AAAIL. The CVADD/AAAIL has concluded that either agency personnel are not available to perform these services or it would not be feasible to utilize agency personnel to perform these services. Additionally, a Vendor is available and qualified to perform these services; and, for the before-stated reasons, the agency desires to avail itself of the services of a Vendor.

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.

### ***5.02—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 Offeror or with any competitor. In addition, the Offeror is prohibited from making multiple proposals in a different form.

The Offeror must include a certified statement in the proposal that the price was arrived at without any conflict of interest, as described above. Should a conflict of interest be detected at any time during the contract, the contract shall be null and void and the Vendor shall assume all costs of the project until such time that a new Vendor is selected.

### **5.03—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 Offeror 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, the CVADD/AAAIL shall have the right to reject the proposal or cancel the contract without liability.

### **5.04—Cancellation of This Solicitation**

In accordance with KRS 45A.105, this Solicitation 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 the CVADD/AAAIL. Receipt of proposal materials by the CVADD/AAAIL or submission of a proposal to the CVADD/AAAIL confers no rights upon the Proposer nor obligates the Commonwealth in any manner.

### **5.05—Cost of Preparing Proposal**

Costs for developing the proposals are solely the responsibility of the Offerors. The CVADD/AAAIL will provide no reimbursement for such costs.

### **5.06—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 Vendor shall comply with all terms and conditions of the Act. Prior to issuing a contract award, <<Department>> will send copies of this documentation to the Finance and Administration Cabinet, Office of EEO and Contract Compliance (EEO/CC) for review and approval. **No contract award will become effective until all forms are satisfactorily submitted and the office of EEO/CC has certified compliance.**

If applicable to this project, the Vendor is advised that the following documents are required in accordance with the requirements of the Solicitation:

- EEO-1: Employer Information Report,
- Affidavit of Intent to Comply,
- a Subcontractor Report

OR

— A copy of the Kentucky EEO Approval Letter issued by the EEO/CC.

Vendors may obtain copies of the required EEO documents at <http://finance.ky.gov/services/forms/Pages/default.aspx> under Procurement. Failure to complete, sign and submit all required documents will delay the award process as incomplete submissions will not be processed.

Vendors must advise each subcontractor with a subcontract of more than \$500,000.00 of the Vendor's obligation to comply with the KY EEO Act. Further, Vendors are responsible for compiling EEO documentation from their subcontractors and submitting the documentation to the office of EEO/CC.

Pursuant to KRS 45.610 (2), the office of EEO/CC reserves the right to request additional information and/or documentation and to conduct on-site monitoring reviews of project sites and/or business facilities at any point for the duration of any contract which exceeds \$500,000.00 to ascertain compliance with the Act and such rules, regulations and orders issued pursuant thereto.

All questions regarding EEO forms or contract compliance issues should be directed to the office of EEO/CC via e-mail: [Finance.ContractCompliance@ky.gov](mailto:Finance.ContractCompliance@ky.gov) or via telephone: (502) 564-2874.

Failure to comply or remain compliant with the Act may result in non-award, withdrawal of award, cessation of contract payments, etc.

#### ***5.07—Waiver of Minor Irregularities***

The CVADD/AAAIL 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 the CVADD/AAAIL.

Where the CVADD/AAAIL may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other requirements if the Offeror is awarded the contract.

#### ***5.08—Clarifications of Proposal***

The CVADD/AAAIL 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.

The CVADD/AAAIL reserves the right to conduct discussions with any offeror who has submitted a proposal to determine the offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

#### ***5.09—Best and Final Offers***

The CVADD/AAAIL reserves the right at its discretion to request a Best and Final Offer (BAFO) for technical and/or cost proposals. Offerors 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.

#### ***5.10—Rules of 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 to the Sole Point of Contact listed on the Title Page.

#### ***5.11—Disposition of Proposals***

All proposals become the property of the CVADD/AAAIL. The successful proposal will be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the Sole Point of Contact listed on the Title Page.

#### ***5.12—CVADD/AAAIL's Right to Use Proposal Ideas***

The CVADD/AAAIL 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.

#### ***5.13—Confidentiality of Contract Terms***

The Vendor and the CVADD/AAAIL 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.

The Vendor shall have an appropriate agreement with its Subcontractors extending these confidentially requirements to all Subcontractors' employees.

#### ***5.14—Prohibitions of Certain Conflicts of Interest***

In accordance with KRS 45A.340, the Vendor represents and warrants, and the CVADD/AAAIL 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 Vendor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040 (4), the Vendor agrees that it shall not knowingly allow any official or employee of the CVADD/AAAIL 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.

#### ***5.15—Sworn Statement Regarding Violations of Kentucky Revised Statutes***

Pursuant to KRS 45A.485, Vendors 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 vendor is required to complete and submit the Sworn Statement Regarding Violations of Kentucky Revised Statutes with the Technical Proposal.

#### ***5.16—Open Records Law***

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

#### ***5.17—Deviations to Provisions of the Solicitation***

The provisions appearing elsewhere in this Solicitation shall become a part of any resulting contract. Any deviations from the provisions of the Solicitation must be specifically identified by the vendor 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 Solicitation. Deviations must be submitted as stated in Section 4 of this Solicitation. The CVADD/AAAIL reserves the right to reject any and/or all deviations in whole or in part.

#### ***5.18—Vendor Response and Public Inspection***

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. The CVADD/AAAIL will not disclose any portions of the proposals prior to contract award to anyone outside the CVADD/AAAIL, 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, the CVADD shall have the right to duplicate, use, or disclose all proposal data submitted by Vendors in response to this RFP as a matter of public record.

**Any and all documents submitted by a Vendor 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 vendor's designation of the information contained therein as proprietary, confidential, or otherwise. Therefore, the CVADD/AAAIL will not redact or withhold any documents submitted in response to**

**the RFP if a request to inspect these records is made.**

The CVADD/AAAIL 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 rejections of the proposal will not affect this right.

**5.19—Reciprocal Preference for Resident Bidders and Preferences for a Qualified Bidder**

“The scoring of bids/proposals is subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).**

**Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.”**

**KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.**

As used in KRS 45A.490 to 45A.494:

(1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and

(2) "Public agency" has the same meaning as in KRS 61.805.

**KRS 45A.492 Legislative declarations.**

The General Assembly declares:

(1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and

(2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

**KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.**

(1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

(2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

(a) Is authorized to transact business in the Commonwealth; and

(b) Has 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.

(3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.

(4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.

(5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.

(6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

(7) The preference for resident bidders shall not be given if the preference conflicts with federal law.

(8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

### **Determining the residency of a bidder for purposes of applying a reciprocal preference**

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Vendors Claiming Resident Bidder Status. The Cabinet for Health and Family Services and CVADD/AAAIL reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

### **Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).**

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a

solicitation. In addition, the following “qualified bidders” will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming “qualified bidder” status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder- affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

## **Section 6—Communications and Proposal Submission Criteria**

### ***6.00—Issuing Office***

The CVADD/AAAIL is issuing this RFP. The CVADD/AAAIL is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this RFP.

### ***6.01—Restrictions on Communications***

The Sole Point of Contact listed on the Title Page immediately preceding the Table of Contents shall be the **sole point of contact throughout the procurement process**. All communications, oral and written (regular mail, express mail, electronic mail, or fax), concerning this procurement shall be addressed to them.

From the issue date of this RFP until a Vendor(s) is selected and the selection is announced, Offerors are not allowed to communicate with any CVADD/AAAIL staff concerning this RFP

***The CVADD/AAAIL reserves the right to reject the proposal response for any violation of this provision.***

### ***6.02—Proposal Submission***

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

Failure to submit as specified may result in the proposal’s rejection.

All submitted technical and cost proposals shall remain valid for a minimum of six (6) months after the proposal due date.

Proposals shall be submitted in two (2) parts: the technical proposal and the cost proposal. The RFP response shall include **one (1)** marked original and **three (3)** copies of the technical proposal under sealed cover and **one (1)** marked original of the cost proposal under separate sealed cover. **The copies must be exact replicas of the original proposal as individuals on the proposed evaluation committee will review the copies submitted. Information omitted from the copies may not be considered in the evaluation.**

Proposals shall be submitted to the Sole Point of Contact listed on the Title Page immediately preceding the Table of Contents.

The outside cover of the package containing the technical proposal shall be marked:

**Title III and KY Homecare  
2017-2018-0716  
TECHNICAL PROPOSAL  
Name of Offeror**

The outside cover of the package containing the cost proposal shall be marked:

**Title III and KY Homecare  
2017-2018-0716  
COST PROPOSAL  
Name of Offeror**

The CVADD/AAAIL will accept all proposals properly submitted. However, the CVADD/AAAIL reserves the right to request necessary amendments, reject any or all proposals in whole or in part, reject any proposal in whole or in part that does not meet mandatory requirements or cancel this RFP, according to the best interest of the CVADD/AAAIL.

In the event of any conflict or variation between the solicitation or modification as issued by the CVADD/AAAIL and the vendor's response, the version as issued shall prevail.

**ELECTRONIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED**

### ***6.03—Format of Technical Proposal***

**Response to the Technical Portion of the RFP**— Please provide a detailed response to the technical requirements outlined in the Evaluation Criteria in Section 3.00. No cost information shall be provided in the technical portion.

Additional Technical Proposal forms are included in Section 7 of the Excel attachments.

Failure to arrange and label your submittal in this manner may result in rejection of your proposal.

### ***6.04—Format of Cost Proposal***

Response to the Cost Proposal of the RFP – Please provide a detailed response to the cost requirements outlined in Section 6 of the Excel attachments. The Proposal with the lowest price receives the maximum score. The proposal with the next lowest price receives points by dividing the lowest price by the next lowest price and multiplying that percentage by the available points. **See Section 7.03 and 7.04 related to cost proposal.**

**6.05—Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions**

In accordance with Federal Acquisition Regulation 52.209-5, the Vendor certifies the following by signing this Solicitation and resulting Contract:

- a. That neither it nor its principals and/or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency;
- b. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation in writing to CVADD/AAAIL; and
- c. That should Vendor or its principals, and/or its subcontractors become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, it shall immediately by telephone and within five (5) business days in writing notify CVADD/AAAIL of same.

“Principals”, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

**Section 7—RFP Evaluation Criteria**

The Agency will evaluate the proposals based on the following evaluation factors:

The CVADD/AAAIL shall conduct a comprehensive, fair, and impartial evaluation of all proposals. The CVADD/AAAIL may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The CVADD/AAAIL reserves the right to reject all proposals.

The CVADD/AAAIL has established a Proposal Evaluation Committee to review, evaluate and verify information submitted by the Offeror. The CVADD/AAAIL reserves the right to alter the composition of the committees or to designate other staff to assist in the evaluation process.

Each Contractor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the

available data submitted by the vendor. This information must be attached with cross-references to the appropriated location in the Solicitation (i.e. page number, paragraph, subject, etc.).

The CVADD/AAAIL seeks responses that demonstrate 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.

The CVADD/AAAIL shall evaluate the proposals by assigning scores in the categories according to established criteria using a consensus or group scoring methodology. The CVADD/AAAIL reserves the right to conduct discussions with any bidder who has submitted a proposal to determine the bidder qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other bidders.

**Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance in the last 12 months may be found non-responsive and ineligible for award.**

#### ***7.01—Technical Evaluation Criteria***

Each proposal will be evaluated as to the content and completeness and to rate the applicant's ability to perform services(s) or provide the product(s) requested in the RFP. The evaluation will consider:

- A. Whether all information requested has been provided, including supporting documents; and,
- B. Whether the information submitted in the proposal indicates the applicant has adequate experience and the present capability to perform or provide the services requested in the RFP; and,
- C. The level at which the applicant is capable of performing the service(s) or providing the product(s), considering the applicant's performance under previous similar contracts, and its present capability to perform the service(s) or provide the product(s) requested in the RFP.

#### ***7.02—Technical Scoring Criteria***

The CVADD/AAAIL will evaluate the proposals based on the following evaluation factors:

**Evaluation Criteria  
Title III Senior Center Services**

**Administration**

**30 Points**

- Agency has previous experience in providing similar services. (5 points)
- Agency has satisfactory record of integrity and business ethics. (5 points)
- Agency has the necessary organization, experience, technical skills, financial resources, accounting and operational controls or the ability to obtain them. (5 points)
- Agency proposes adequate staffing. (5 points)
- Agency is determined to be a responsible bidder. (5 points)
- Agency has satisfactory performance record. (5 points)

**Program**

**40 Points**

- The proposed service delivery area is described and acceptable. 5 points)
- Description of clients to be served is acceptable. (4 points)
- Location and description of facility is feasible. (3 points)
- Volunteer utilization is addressed and acceptable. (3 points)
- Training is adequate for staff and volunteers. (4 points)
- Schedule of days/hours of operation and Daily schedule for center participants is described and acceptable. (4 points)
- Description of health promotion activities and other activities other than those funded with Title III funds is addressed and acceptable. (4 points)
- Senior Center Director community involvement is addressed and acceptable. (5 points)
- Method for collecting, securing and remitting to CVADD donations is addressed and acceptable. (3 points)
- Proposed service and the number of unduplicated participants planned to be served is acceptable. (5 points)

**Financial**

**30 Points**

- Cost Evaluation Criteria Score

**Evaluation Criteria  
Homecare Services**

**Administration**

**30 Points**

- Agency has previous experience in providing similar services. (6 points)
- Agency has satisfactory record of integrity and business ethics. (6 points)
- Agency has the necessary organization, experience, technical skills, financial resources, accounting and operational controls or the ability to obtain them. (6 points)
- Agency proposes adequate staffing. (6 points)
- Agency is determined to be a responsible bidder. (6 points)

**Program**

**35 Points**

- The proposed service delivery area is described and acceptable. (6 points)
- Description of clients to be served is acceptable. (4 points)
- Volunteer utilization is addressed and acceptable. (4 points)
- Training is adequate for staff and volunteers. (4 points)
- Service Management is described and acceptable. (4 points)
- Coordination between service provider and assessment/case management agency is addressed and acceptable. (4 points)
- Method for collecting, securing and remitting to CVADD any fees/donations is addressed and acceptable. (4 points)
- Proposed service and the number of unduplicated participants planned to be served is acceptable. (5 points)

**Program**

**5 Points**

Current Homecare Providers Only

- Monitoring performed by CVAAA staff for Homecare Program has been acceptable during last three fiscal years.

**New Bidders Only**

- Transition plan from one provider to another is described and acceptable.

**Financial**

**30 Points**

- Cost Evaluation Criteria Score

**Evaluation Criteria  
Nutrition**

**Administration**

**30 Points**

- Agency has previous experience in providing quantity food preparation. (5 points)
- Agency has satisfactory record of integrity and business ethics. (5 points)
- Agency has the necessary organization, experience, technical skills, financial resources, accounting and operational controls or the ability to obtain them. (5 points)
- Agency proposes adequate staffing. (5 points)
- Agency is determined to be a responsible bidder. (5 points)
- Agency has satisfactory performance record. (5 points)

**On-Site Meal Preparation**

**10 Points**

- Food Preparation is located at Senior Center meal service site.

**Program**

**30 Points**

- Service delivery area and senior centers to be served is identified. (4 points)
- License to operate a nutrition site is included. (3 points)
- Copy of most recent Health Department inspection is included. (4 points)
- Location of the preparation kitchen is identified. (3 points)
- Approximate start time and finish time for meal preparation is identified. (3 points)
- Approximate times and proposed travel route for delivery of meals from prep kitchen to senior center meal service site are within allowable time limits. (3 points)
- Type and quantity of equipment available for use in the prep kitchen is identified and acceptable. (3 points)

- Agency vehicles and equipment used to transport food is identified and acceptable. (4pts)
- Line Analysis of unit cost included. (3 points)

**Financial**

**30 Points**

- Cost Evaluation Criteria Score

**7.03—Cost Evaluation Criteria**

The offeror is responsible for including and identifying all costs associated with the delivery of service. Offerors shall ONLY provide cost information on the Cost Proposal. Offerors shall submit their cost proposals in the manner set forth below otherwise the proposal may be deemed non-responsive.

The Agency will evaluate the proposals based on the following:

**Vendor is to provide cost on the attached Cost Proposal Forms** in accordance with Section 6.04, otherwise the proposal may be deemed non-responsive.

***Pursuant to 200 KAR 5:410, the cost evaluation is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries as described in Section 5.19, herein.***

Criteria	Possible Points
<b>Total Cost Proposal Points</b>	<b>30</b>

The cost proposal with the lowest price will receive the maximum score. The other cost proposal scores will be determined by dividing the lowest price by the price offered in other proposals and then multiplied by the number of available points. EXAMPLE: 30 points are available for cost and Firm A offers the lowest price of \$10. Firm A receives 30 points. Assume Firm B offers a price of \$12. Firm B receives 24.9 points per the following calculation:  $10/12 = .83 \times 30 = 24.9$ .

**Section 8—Oral Presentations and/or Negotiations**

**8.00—Right to Use Oral Presentations to Verify/Expand on Proposal**

The CVADD/AAAIL reserves the right to require Oral Presentations to verify or expand on the Technical or Cost Proposals.

**8.01—Right to Reject Based on Oral Presentations**

The CVADD/AAAIL reserves the right to reject any or all proposals in whole or in part based on the Oral Presentations.

**8.02—Oral Presentations Evaluation Criteria**

At a minimum, the top highest ranking vendors may be requested to provide oral presentations/demonstrations to answer questions or to clarify the understanding of the evaluators in accordance with the requirements of this Solicitation. The oral presentations shall be scheduled at the discretion of the CVADD/AAAIL. The CVADD/AAAIL reserves the right to not require oral presentations/demonstrations if they do not affect the final rankings.

**8.03—Negotiation**

After determining the best proposal received, the CVADD/AAAIL reserves the right to negotiate a fair and reasonable compensation based on the pricing submitted in the offeror’s proposal. If the negotiations fail to reach an agreement on a fair and reasonable compensation rate, the CVADD/AAAIL reserves the right to proceed to the next highest rated proposal. Terms and conditions that may be negotiated at the sole discretion of the CVADD/AAAIL include but are not limited to issues related to the Technical and/or Cost Proposals.

The contract may be negotiated pursuant to KRS 45A.695 and FAP 111-43-00(1) (c).

**8.04—Items to Be Negotiated**

All items in this solicitation may be negotiated at the discretion of the CVADD/AAAIL.

**Section 9—Ranking of Proposals and Award of Contract**

**9.00—Best Interest of the CVADD/AAAIL**

The CVADD/AAAIL will rank the proposal in the manner set forth in the Evaluation Criteria within this Solicitation. However, the CVADD/AAAIL reserves the right to reject any or all proposals in whole or in part based on the best interest of the CVADD/AAAIL.

**9.01—Total Points Possible for Proposal**

Criteria	Points Possible
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Technical Proposal	70
Cost Proposal	30
Oral Presentation (if applicable)	n/a
<b><i>Total Points Possible for Proposal</i></b>	<b>100</b>

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