

BARREN RIVER



Request for Proposals

for

**Long Term Care Ombudsman and
Elder Abuse Prevention Services**

Fiscal Year 2026, 2027, and 2028

Issued by:

**The Barren River Area Development District
Area Agency on Aging and Independent Living**

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REQUEST FOR PROPOSALS
Long Term Care Ombudsman and
Elder Abuse Prevention Services

SECTION 1: PROGRAM OVERVIEW

1.1 **Introduction.** Thank you for your interest in being a service provider through the Barren River Area Development District (BRADD) and Area Agency on Aging and Independent Living (AAAIL) under the Older Americans Act (OAA). The OAA directs each state to develop a comprehensive and coordinated network of providers who can offer services, opportunities, and protections for older Americans to help them maintain health and independence and to continue to function as a part of their community.

This Request for Proposal (RFP) seeks proposals from potential contractors that can provide the following services in the BRADD service area:

- 1) Title IIIB Supportive Services for Long Term Care Ombudsman
- 2) Title VII Elder Abuse and Ombudsman Program Services
- 3) State Long Term Care Ombudsman Program Services

The successful applicant will be the one deemed best qualified to provide these services and that has a history of providing support and/or training to seniors 60 years of age and older, their families, and caregivers. Subcontracting is prohibited under this program.

Title III of the OAA authorizes funding to State Units on Aging (SUA) which designate and make funds available to Area Agencies on Aging and Independent Living (AAAIL) in their states. The SUA in Kentucky is the Department for Aging and Independent Living (DAIL). As authorized by section 305 of the OAA, Kentucky has designated the area development districts to be the area agencies on aging. AAAILs identify local needs and fund local services to support older persons and caregivers in their service area. OAA funds are to be used to expand the range of community-based programs and services designed to maintain the independence of older persons in a home environment, to support caregivers, to fill gaps in existing services and to contribute to the development of a comprehensive and coordinated system of services.

Title VII provides public education and awareness for the prevention of elder abuse, pursuant to the Older Americans Act (OAA).

State Long Term Care Ombudsman Program assists residents in protecting the health, safety, welfare, and rights of Kentuckians residing in long-term care facilities, and to provide public education and outreach to identify and prevent elder abuse, neglect, and exploitation of vulnerable adults.

Please review this document carefully to assure that you are familiar with the requirements for doing business with BRADD. BRADD is required to operate under the Kentucky Model Procurement Code (“Procurement Code”). The Procurement Code requires government agencies to follow procedures that are intended to promote transparency and fairness in business dealings. If you keep these goals in mind, it will be easier to navigate the Procurement Process. Please note that this RFP will become a part of every contract between BRADD and a person or organization doing business with BRADD under the Procurement Process.

1.2 Contents of RFP. This RFP is organized into the following sections:

Section 1	Program Overview	Description of This RFP
Section 2	Scope of Contract	
Section 3	Pricing and Invoicing	
Section 4	Procurement Schedule	
Section 5	Submitting the Proposal	Description of RFP Process
Section 6	Evaluating Proposals	
Section 7	Proposal Attachments	

1.3 Important Terminology. The following terms are important in this RFP. (See Appendix 1 for additional defined terms.)

Title IIIB Ombudsman Program	Federal funds to assist residents in protecting the health, safety, welfare, and rights of Kentuckians residing in long-term care facilities, and to provide public education and outreach to identify and prevent elder abuse, neglect, and exploitation of vulnerable adults.
Title VII Elder Abuse and Ombudsman Program	A program to provide public education and awareness for the prevention of elder abuse, pursuant to the Older Americans Act (OAA).
State Long Term Care Ombudsman Program	State funds to assist residents in protecting the health, safety, welfare, and rights of Kentuckians residing in long-term care facilities, and to provide public education and outreach to identify and prevent elder abuse, neglect, and exploitation of vulnerable adults.

SECTION 2: SCOPE OF CONTRACT/CONTRACTOR DELIVERABLES

2.1 **General Description of Scope of Contract.** BRADD is seeking a qualified contractor to provide Long Term Care Ombudsman and Elder Abuse Prevention Services to eligible persons 60 years of age and older, including other targeted populations such as low-income elders, low-income minority elders, older individuals living in rural areas, and older individuals with limited English proficiency.

2.2 **Geographical Scope.** This RFP requires potential service providers to submit proposals for full Regional Coverage, which means the BRADD Service Area. The BRADD Service Area is made up of the following ten counties: Allen, Barren, Butler, Edmonson, Hart, Logan, Metcalfe, Monroe, Simpson, and Warren. BRADD anticipates awarding a single contract for the provision of services throughout the region. A potential contractor will serve and be responsive to all older adults in all the BRADD Service Area.

2.3 **Overview of Taxonomy.** Contractor will be responsible for the following Deliverables:

2.3.1 Title IIIB Supportive Taxonomy

2.3.1.1 Ombudsman (1 Activity):

1. Identifying, investigating, and resolving complaints that are made by, or on behalf of, residents;
2. Relate to action, inaction, or decisions that may adversely affect the health, safety, welfare, or rights of the residents;
3. Monitoring the development and implementation of federal and state policies and regulations related to long-term care facilities;
4. Providing information related to residents' care and quality of life.

Activities include: Complaints Closed, Consultation to Facilities, Consultation/Information to Individuals, Participation in Facility Surveys, Work with Resident Councils, Facility Visits, Work with Media.

2.3.2 Title VII Elder Abuse and Ombudsman Taxonomy

2.3.2.1 Presentations (1 Activity): Unduplicated would be the number of presentations held.

1. Community Education
2. Training for Volunteer Ombudsman
3. Training for Friendly Visitors

4. Training for Ombudsman Staff
5. Training for Facility Staff

2.3.2.2 Ombudsman (1 Activity): Activities include the following categories listed on the monthly backups and each activity performed in these categories as a unit:

1. Complaints Closed
2. Consultations to Facilities
3. Consultations/Information to Individuals
4. Participation in Facility Surveys
5. Work with Resident Councils
6. Work with Family Councils
7. Facility Visits
8. Work with Media

2.3.2.3 Elder Abuse Prevention (1 Activity): Prevention of Elder Abuse, Neglect, and Exploitation. Activities include:

1. Develop and strengthen community activities to prevent and treat elder abuse, neglect, and exploitation;
2. Use a comprehensive approach to identify and assist older individuals subject to abuse, neglect and exploitation;
3. Coordinate with other state and local programs and services to protect vulnerable adults, particularly older individuals.

2.3.3 State LTC Ombudsman Taxonomy

2.3.3.1 Ombudsman (1 Activity): Activities include:

1. Identifying , investigating, and resolving complaints that are made by, or on behalf of, residents;
2. Relate to action, inaction, or decisions that may adversely affect the health, safety, welfare, or rights of the residents;
3. Monitoring the development and implementation of federal and state policies and regulations related to long-term care facilities;
4. Providing information

Activities Include: Complaints Closed, Consultation to Facilities, Consultation/Information to Individuals,

Participation in Facility Surveys, Work with Resident Councils, Facility Visits, Work with Media.

2.3.3.2 Presentations (1 Activity): Unduplicated would be the number of presentations held.

Note: The following activities facilitate the delivery of services but shall not be reported as units of service except where required for a specific service:

1. Review, update or maintenance of resource or agency files
2. Travel time incurred in the delivery of services
3. Training, staff meeting
4. Project management

2.4 **Classification of Services.** A complete classification/taxonomy of services can be found at the following link:

<https://docs.google.com/document/d/1Ar1UtiwiTYteQmWV4Sj2tmRA-56tMCYBRDaXhfEzigw/edit?usp=sharing>

2.5 **Detailed Contractor Deliverables.** For a detailed list of Contractor Deliverables, see Appendix 2.

2.6 **Standard Terms and Conditions.** The selected Contractor will enter into a written agreement with BRADD containing standard contract terms and conditions. See Appendix 3.

SECTION 3: PRICING AND INVOICING

3.1 **Number of Service Units Estimated.** It is understood that the estimated minimum number of services units, which the successful applicant may be required to provide during each contract period represents BRADD's best estimate of the minimum number of service units. It is understood that the minimum number represents an estimate only and that BRADD does not guarantee that the successful applicant will receive payment for any specified number of units in each service. The successful applicant shall be paid only for the number of units of services which are actually provided to persons 60 years of age and older throughout the BRADD ten (10) county district per the availability of funds.

3.2 **Increase In Number of Service Units.** BRADD, at its option, may require the successful applicant to provide during each respective contract period a number of service units in excess of the estimated minimum number of units set forth above, if such services are requested by elderly clients and if funds are available.

3.3 **No Compensation for Excess Service Units.** Cost for units provided beyond agreed contract shall be the sole responsibility of the applicant. The applicant is responsible for the monitoring of units throughout the year to ensure services are provided on a continuing basis. Applicant must ensure service provision for every service day agreed upon by the contract. Applicants, at their own expense, may provide units beyond contracted amounts.

3.4 **Cost of Proposal.** Applicants submitting proposals shall be responsible for any and all cost of preparation of their proposal, and other costs associated with the presentation of their proposal.

3.5 **Annual Renewal Subject to Review.** The annual renewal of the contract is subject to the review and recommendation of the BRADD Aging Review Committee, Aging Council, and BRADD Board of Directors and the annual availability of an appropriation of funds for payment for such services. This is a three-year agreement but it is subject to annual renewal due to procurement law requirements and BRADD's contracts with DAIL, the funding source.

3.6 **Documents Submissions Public.** All submitted proposals become a public document once final awards are made. All information contained within the packet is subject to public review at that time.

3.7 **Awards Subject to Availability of Funds.** All contract awards will be subject to the availability of federal and state funds provided to the BRADD for services offered in this proposal.

3.8 **Excess Operating Costs.** The applicant is responsible for any additional funds and equipment necessary for the operation of the program.

3.9 **Proposal Narrative.** The successful applicant's proposal will be made a part of the Aging Services Contract and will be kept on file at the BRADD office.

3.10 **Payments by BRADD.** Payments by BRADD to the Contractor shall be conditioned upon:

3.10.1 Receipt of appropriate, accurate, and actual invoices by the stated deadline along with backup documentation including source documentation;

3.10.2 Continued satisfactory performance, as determined by BRADD and DAIL;

3.10.3 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; and

3.10.4 Reimbursement of actual allowable expenditures shall be made in accordance with the approved budget.

3.11 Requirements for Invoices.

3.11.1 Invoices are required to be submitted by the tenth (10th) day of each month following the month of service in a format provided by BRADD/DAIL.

3.11.2 Invoices must be submitted in accordance with terms of the contract and must, at a minimum, include the following:

Contractor's name and address.

PON2 number that invoice(s) is using for funding.

Dates of Services (e.g. from July 1, 20XX to July 31, 20XX)

3.11.3 The dates covered by the invoice must be between the first day of the month and the last day of the month. Invoices cannot cover part of a different month.

3.11.4 Total amount due for the current billing cycle.

3.11.5 Cumulative total for all invoices to date.

3.11.6 Detailed description of services provided.

3.12 Non-Conforming Invoices. Invoices that do not meet these requirements may be rejected and sent back to the Contractor for re-invoicing.

3.13 Deadline for Submitting Invoices. If invoices are not received by the 10th, no approval or payment will take place.

3.14 Documentation of Services. All services billed must be documented as required in the state reporting system and/or other program-specific systems. Required data on invoices or invoice backup forms must match data recorded in the state reporting system.

3.15 Fixed Unit Cost. BRADD will reimburse successful applicant on a fixed unit cost basis determined through this procurement process.

3.16 Pricing and Payment Requirements. Proposals are being requested for a three-year procurement process. The proposals will be for Fiscal Year 2026, 2027, and 2028 (July 1, 2025 through June 30, 2028) The following items will be adhered to:

3.16.1 The rate/cost for the services established will remain the same for the three-year period. Adjustments will only be allowed when program policy or regulations are changed which require adjustments to the awarded contract. The applicant cannot request an increase during the three-year period except in those circumstances. BRADD reserves the right to re-bid the contract, if necessary, due to program changes.

3.16.2 The successful applicant will remain for the three-year period providing:

3.16.2.1 The applicant does not default on fulfillment of the contract.

3.16.2.2 A Federal, State, or local statute, regulation or policy is implemented or amended which legally prohibits the carrying out of the agreement.

3.16.3 The contract will be for one-year terms only as no commitment can be made beyond the fiscal year for which the funds are available. The BRADD's intention would be to renew the contract with applicant for consecutive one-year terms, for the total three-year period.

3.16.4 Services must be assured to begin on July 1, 2025, beginning the first day of the contract and throughout the contract period.

3.16.5 The applicant will be required to provide a minimum number of units pertaining to each service during the contract period per budget allowance which is determined yearly.

Services Requested	Number of Facilities
<u>Ombudsman Services</u>	36

3.16.6 Submit your fixed unit costs in increments as indicated in the parenthesis in the above chart. The successful applicant shall be required to enter into a fixed unit cost with BRADD for the full three year period. The successful applicant shall be paid a fixed unit cost based on the actual number of units provided during each contract period. The final awards for FY 2026 shall be based on final allocations awarded by the State for such services.

3.16.7 A sliding scale fee will not be accepted on any of the above services.

3.16.8 The fixed unit cost (required to be shown on Attachment 7) may include, but is not limited to, the following items: cost category expenditures (personnel,

fringe, indirect, or other costs), and operating costs (the cost of rent, utilities, telephone, audits, equipment, office supplies, staff travel, postage, training, insurance, or other associated costs). A successful applicant will take all of these items and more into consideration when creating a unit cost for each service requested.

See Appendix 4 for additional pricing and payment terms.

3.17 **Monthly Invoicing.** If awarded the contract, the applicant will be responsible for monthly invoicing to be sent to BRADD as outlined in the signed contract.

3.18 **Payment of Invoices by BRADD.** Timing of payment receipt by applicant is contingent on funds received from DAIL. Invoices are sent to DAIL by BRADD staff each month. It may take up to a month to be processed by DAIL staff and invoiced for payment and then payment returned to BRADD for internal processing and payment to applicant.

3.19 **Match Requirements.** The successful applicant shall:

3.19.1 Provide local match equal to or greater than the amount in effect during the fiscal year prior to the period covered by this contract.

3.19.2 Meet the match requirements through allowable costs and/or third-party in-kind contributions, state funds, or local cash.

3.19.3 Provide substantial documentation including, but not limited to, volunteer forms, applicant invoices, and floor plan with square footage in order to verify match, as applicable.

Match Requirements by Program

Program	Federal	State/Local
Title III-B Supportive Service	85%	15%*
Title VII	85%	15%

*5% of the 15% Match Requirement must come from state sources.

SECTION 4: THE PROCUREMENT SCHEDULE FOR THIS PROGRAM

This Section describes the steps in the Procurement Process for this RFP, from publication of the RFP to awarding of the contract.

4.1 **Timeline/Schedule of Activities.** This RFP will be administered according to the timeline below. Please note that these dates may be changed when BRADD or DAIL determine that a change is necessary. You should monitor the BRADD website to stay up to date on any changes. In addition, it is important to recognize that this is a formal

procurement process under which BRADD does not have the ability to accept late submissions.

Step 1:	Release of RFP	11/01/2024
Step 2:	Written Questions due by: 4:30 p.m. <i>(See Section 4.2.1 and 4.2.2, below, for more information)</i>	11/25/2024
Step 3:	Anticipated BRADD Response to Written Questions on BRADD Website	11/27/2024
Step 4:	Offeror's Conference: 3:00pm <i>(See Section 4.2.3, below, for more information)</i>	12/04/2024
Step 5:	BRADD Response to Offeror's Conference posted on BRADD Website	12/06/2024
Step 6:	Proposals Due by: 2:00 p.m. <i>(See Section 4.2.4 below, for more information)</i>	12/11/2024
Step 7:	BRADD Technical Review <i>(See Section 4.2.5, below, for more information)</i>	12/18/2024 to 01/10/2025
Step 8:	BRADD Aging Services Review Committee Meeting: 10:00 a.m. <i>(See Section 4.2.5, below, for more information)</i>	01/13/2025
Step 9:	BRADD Council on Aging Meeting: 10:00 a.m.	01/15/2025
Step 10:	BRADD Board of Directors Meeting /Anticipated Date of Award: 1:00 p.m. <i>(See Section 4.2.6, below, for more information)</i>	01/22/2025
Step 11:	Anticipated Contract Effective Date	07/01/2025
All Time References Are Central Time Zone		

4.2 Notes on Individual Steps

4.2.1 **Step 2:** If you have questions about the RFP or the procurement process, you can submit those by email to the following individuals at BRADD:

Alecia Johnson
Associate Director of Aging
Services
E-Mail: ajohnson@bradd.org

Hollie Smith
Assistant Director of Aging
Services
E-Mail: hollie.smith@bradd.org

4.2.2 **Communications with BRADD.** Based on the rules of the procurement process, the only way that prospective Contractors are permitted to communicate with individuals associated with BRADD (BRADD employees, BRADD Review Committee members, BRADD Council on Aging members, or BRADD Board members) is through

written questions submitted by email. BRADD's responses to questions submitted by email may be accessed on the BRADD site at www.bradd.org. Individuals who represent prospective Contractors may not have any other direct contact, whether in-person, by phone or otherwise, with BRADD personnel, except at the Offeror's Conference (which is described in the next section). This restriction on communication will remain in place from the date that this RFP is issued until the final Contractor selection is made and the contract awarded.

4.2.3 **Step 4:** BRADD will hold an Offeror's Conference at its office in Bowling Green on December 4, 2024, at 3pm CST. All prospective Contractors should attend because this conference will be the only opportunity to ask questions of BRADD employees directly and in person. Please note that the statements in this RFP will prevail over oral answers given by BRADD employees at the Offeror's Conference. After the conference, BRADD employees will publish a summary of its answers to questions on the BRADD website by December 6, 2024. Written questions posted to the BRADD website will prevail over oral answers given by BRADD employees at the Offeror's Conference.

4.2.1 **Step 6:** All bids/proposals must be submitted in person to the BRADD Office to the address below:

Eric Sexton, Executive Director
Barren River Area Development District
177 Graham Avenue
Bowling Green, KY 42101

Three printed and sealed proposals must be provided including one original and two copies. Proposals must be submitted by the due date of 2:00 p.m. CST on December 11th, 2024. **No late submissions will be accepted.**

4.2.2 **Steps 7 & 8:** When the deadline has passed, BRADD will review each proposal submitted. Any proposal that is incomplete or otherwise noncompliant with the rules of the Procurement Process will be rejected. To help prospective contractors achieve compliance, we have provided a checklist (Attachment 9). We strongly urge applicants to carefully verify that all requested documents and information are properly submitted. BRADD's Review Committee will use the Criteria for Evaluation form (Appendix 5) to score each submitted proposal if more than one proposal is received.

- 4.2.3 **Step 10:** After determining which applicant’s proposal is the best, based on the scores received in the review process, BRADD will negotiate and enter into a final contract with that successful contractor.

SECTION 5: SUBMITTING A PROPOSAL

Each proposal, which is comprised of all of the documents identified in this section, must contain at the minimum 5.1 through 5.9. If any part of 5.1 through 5.9 is incomplete, the proposal will not be considered for further review.

- 5.1 Completed Applicant’s Representations (Attachment 1) signed by an authorized representative of applicant
- 5.2 Completed Cover Page (Attachment 2)
- 5.3 Completed Applicant Assurance (Attachment 3)
- 5.4 Completed Invoice Authorization (Attachment 4)
- 5.5 Completed Legal Authorization (Attachment 5)
- 5.6 Completed Affidavit for Bidders/Offerors/Contractors (Attachment 6)
- 5.7 Completed Unit Cost Form (Attachment 7)
- 5.8 Completed Admin & Direct Staffing Plans (Attachment 8)
- 5.9 For foreign (i.e. non-Kentucky) entities, a Certificate of Authority to do business in Kentucky or documentation of being exempt from this requirement
- 5.10 Proposal (with all required documents) must be submitted in person or using the link provided
- 5.11 Proposal includes a Table of Contents
- 5.12 All Proposal pages are numbered
- 5.13 Checklist (Attachment 9) completed, including page numbers
- 5.14 Completed Program Narrative. All applicants must submit a program narrative, which describes how you will implement your proposed services and which answers the following questions. Questions that do not pertain to the services proposed or not applicable to the applicant should be marked “not applicable” or N/A.

- 5.14.1 Describe the role of the applicant, how the above programs will be managed and administered, and by whom. Also, describe any previous experience in providing services.
- 5.14.2 Submit proof of adequate insurance coverage; including liability insurance, employer liability insurance, automotive insurance, malpractice insurance, and such other liability insurance as reasonably necessary to provide adequate coverage against losses and liabilities attributable to the performance of this contract.
- 5.14.3 Submit Articles of Incorporation and By-Laws. LLC's are required to submit Articles of Organization and Operating Agreement.
- 5.14.4 Submit organizational chart.
- 5.14.5 Submit all resumes and job descriptions of employees listed on the staffing plan (Attachment 8). All other employee resumes must be on file and available for review by BRADD staff. Describe how all applicant staff is supervised and utilized. Methods include: staff meetings, direct observation and client contact.
- 5.14.6 Describe procedures for internal monitoring and assessment of service provision. The description must include:
 - a. Service to be monitored and evaluated
 - b. Name of the person or persons responsible for monitoring and evaluating each service
 - c. Procedures for corrective action or follow-up.
 - d. Copy of the internal monitoring tool(s) to be used.
- 5.14.7 Provide a description of the utilization of volunteers in program activities, including supervision and training provided, as well as insurance coverage for volunteers. Attach any agreements with local volunteer agencies.
- 5.14.8 Provide a brief description of the applicant's financial ability to support the cost of providing services to ensure service delivery continues throughout the contract period and continuation of services occurs until reimbursement for services is made. Please submit applicant's most recent audit. Include source(s) for required match and a description of how match requirements will be met.

- 5.14.9 Describe applicant's procedures for the collection, use, and management of program income/fees and how participants will be given an opportunity to contribute. Donations are encouraged. Describe applicant's procedure to encourage donations from clients and discuss those donations with clients.
- 5.14.10 Describe how the Ombudsman Program will represent the interest of LTC residents, including protection of their health, safety, welfare, and rights. How will program staff and volunteers assure that resident rights are upheld and promote quality care in LTC facilities?
- 5.14.11 Provide a description on the agency's ability to receive, investigate, and resolve inquiries and complaints on behalf of long term care residents. Description to include how the agency will ensure a seventy percent (70%) or higher resolution rate.
- 5.14.12 Describe the method to inform and educate residents, sponsors, organizations, the long-term care industry and the general public on issues affecting the long-term care system, the Ombudsman Program, resident rights and concerns.
- 5.14.13 Describe how Elder Abuse information will be provided, including the targeted audience, estimated number and location of presentations conducted annually, and a description of the information presented.
- 5.14.14 Explain how the state reporting system will be incorporated into the organization's operation, who is responsible for the data entry, when and how often data is entered into the data system, how records are reviewed for accuracy, and how reports are used to monitor services.
- 5.14.15 Describe how the Ombudsman Program will participate in systems advocacy by raising public awareness and providing education regarding issues affecting long-term care residents including policy and legislative issues. Describe activities that will be used to facilitate the ability of the public to comment on laws, regulations, and actions.
- 5.14.16 Describe how applicant will continue to provide services if unusual circumstances arise. Examples of unusual circumstances include:

several employees resigning at one time, several employees becoming ill at one time and unable to work, loss of facility, or inability to employ and train new employees in a timely manner to provide services.

- 5.14.17 Submit client grievance procedures, which must include an opportunity for an aggrieved client to file a grievance and/or complaint and to be heard by the applicant and shall include the right to appeal to the BRADD if the grievance and/or complaint are not resolved to the client's satisfaction by the applicant.

SECTION 6: RFP EVALUATION CRITERIA

6.1 Technical Review Process

- 6.1.1 BRADD staff shall conduct a comprehensive, fair, and impartial review of all proposals utilizing an application checklist. The BRADD may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The BRADD reserves the right to reject all proposals.
- 6.1.2 BRADD has established a Review Committee to review, evaluate and verify information submitted by the applicant. The BRADD reserves the right to alter the composition of the committee or to designate other staff to assist in the evaluation process.
- 6.1.3 Each vendor is responsible for submitting all relevant, factual and correct information with its offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the vendor.
- 6.1.4 BRADD 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.
- 6.1.5 In the event that more than one proposal is received, the Criteria for Evaluation form will provide a scoring section addressing unit cost for each responsive proposal. The BRADD Review Committee will evaluate differing proposals utilizing the unit cost that was provided by applicant on Attachment 7. The BRADD Review Committee will use those units and multiply applicants' unit cost to develop a dollar amount for each service. All service dollar amounts will be added together and divided by all service units for an average unit cost for each applicant.

- 6.1.6 The BRADD Review Committee shall make a recommendation to the BRADD Council on Aging, which shall recommend to the BRADD Executive Council and to the BRADD Board of Directors to whom the contract shall be awarded. The Board shall make the final award for proposals. All contracts are not final until approved by DAIL.
- 6.1.7 BRADD will only accept the proposal that is most advantageous in carrying out the goal of this procurement. Applicants will be notified in writing of approval or denial of funding.
- 6.1.8 Once proposal is approved, the BRADD will meet with the successful applicant to discuss the contract and monthly/quarterly reports and periodic monitoring by BRADD staff.

6.2 **Criteria for Evaluation.** See Appendix 5 for the Criteria for Evaluation Form. This form will be completed by BRADD Staff upon receipt of a complete proposal packet. The award shall be made to the responsible and responsive applicant with the most points as based on the Criteria for Evaluation overall score.

6.3 **Oral Presentations and/or Negotiations.** After determining the best proposal received, BRADD 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 BRADD reserves the right to proceed to the next highest rated proposal. Terms and conditions that may be negotiated at the sole discretion of the BRADD include but are not limited to issues related to received proposals.

6.4 **Ranking of Proposals and Award of Contract.** BRADD will rank the proposal in the manner set forth within this RFP. BRADD reserves the right to reject any or all proposals in whole or in part based on the best interest of the BRADD. The award shall be made to the responsible and responsive applicant with the most points as based on the total points possible for proposal.

SECTION 7: PROPOSAL ATTACHMENTS AND APPENDIXES

7.1 Proposal Attachments

Attachment 1 - Applicant's Representations
Attachment 2 - Cover Page
Attachment 3 - Applicant Assurance
Attachment 4 - Invoice Authorization
Attachment 5 - Legal Authorization
Attachment 6 - Affidavit for Bidders/Offerors/Contractors
Attachment 7 - Unit Cost Form
Attachment 8 - Staffing Plan
Attachment 9 – Checklist

7.2 Appendices

Appendix 1 – Important Terms
Appendix 2 – Contract Deliverables
Appendix 3 – Standard Terms and Conditions
Appendix 4 – Additional Pricing and Payment Terms
Appendix 5 – Criteria for Evaluation Form